

**CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE**  
REGION 1 – NORTHERN REGION, COASTAL  
619 Second Street  
Eureka, CA 95501



**STREAMBED ALTERATION AGREEMENT**  
NOTIFICATION No. EPIMS-HUM-15838-R1  
Unnamed Tributaries to the Mad River and the Pacific Ocean

Brandon Mohan  
Brandon Mohan Water Diversion and Stream Crossings Project  
6 Encroachments

This Lake or Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (CDFW) and Brandon Mohan (Permittee).

## **RECITALS**

WHEREAS, pursuant to Fish and Game Code (FGC) section 1602, the Permittee initially notified CDFW on January 14, 2021, with additional information obtained during an April 16, 2021, CDFW site visit, and revised on April 20, 2021, 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 is located within the Mad River watershed, approximately 2 ¾ miles northeast of the town of Dinsmore, County of Humboldt, State of California; Assessor's Parcel Number (APN) 208-241-006; latitude 40.516511, N and longitude 123.5542 W at the first point of diversion (POD). POD occurs on US Forest Service APN 208-241-005; places of use occur on APNs 208-241-006 and 208-241-007. An additional POD occurs on APN 208-241-007, covered by LSAA EPIMS-HUM-15839-R1C.

## **PROJECT DESCRIPTION**

The project is limited to 6 encroachments (Table 1). Two encroachments are for water diversion from unnamed tributaries to the Mad River. Water is diverted from POD-1 for domestic use and from POD-2 for irrigation. Work for the water diversion will include

installation, use, and maintenance of the water diversion infrastructure. The four other proposed encroachments are to upgrade or decommission failing and undersized stream crossings. Work for these encroachments will include excavation, removal of the failing crossings, replacement with new properly sized crossings, backfilling and compaction of fill, and rock armoring or native plant revegetation as necessary to minimize erosion.

Table 1. Project Encroachments Covered by this Agreement with Description

ID	Latitude/Longitude	Description
Project 1 POD-1 spring	40.5165, -123.5542	<p>Water diversion from an unnamed tributary within the Mad River Watershed. The POD is located on 208-241-005 on the Six Rivers National Forest. The place of domestic use is on APNs 208-241-006 &amp; 208-241-007.</p> <p><b>Domestic Use</b>            Water diversion for domestic use year-round.            Diversion rate not to exceed 3 gallons per minute.            Permittee shall bypass 80% of streamflow at all times.            Permittee shall implement Seasonal Diversion Minimization: Max 200 gallons per day from May 15 – October 31.</p>
Project 2 POD-2 New Surface Water Diversion	40.5157, -123.5541	<p>New water diversion from an unnamed tributary within the same unnamed tributary as POD-1 in the Mad River Watershed.</p> <p><b>Cannabis Irrigation</b>            SWRCB application IDs: H508650 and H502200            Permittee shall follow SWRCB Cannabis Policy; diversion to storage for cannabis irrigation from November 1 – March 31 when sufficient flows exist.            Diversion rate not to exceed 3 gallons per minute.            Permittee shall bypass 80% of streamflow at all times.</p> <p>Permittee shall submit diversion infrastructure and water management plans for CDFW acceptance no later than <b>sixty days</b> from the time this Agreement is made final. CDFW shall have sixty days to review and accept the plans before Permittee may install diversion infrastructure and/or divert any water.</p>
Project #3	40.5156, -123.5540	<p>Replace existing 18" diameter culvert with a minimum 30" diameter culvert appropriately configured and designed to withstand the 100-year</p>

ID	Latitude/Longitude	Description
		flow and debris. Armor as necessary to minimize erosion
Project #4	40.5154, -123.5540	Replace existing 24" diameter culvert with a minimum 30" diameter culvert appropriately configured to accommodate the 100-year flow and debris.
Project #5	40.5131, -123.5538	Replace existing 20" diameter culvert with a minimum 24" diameter culvert appropriately configured to accommodate the 100-year flow and debris. Rock the outlet and place a dip or critical dip.
Project #6	40.5133, -123.5536	Replace existing 24" diameter culvert a minimum 36" diameter culvert appropriately configured to accommodate the 100-year flow and debris. Rock the outlet.

Table 2. Described Features and CDFW's Recommendations

ID	Latitude/Longitude	Description
Pollution Points throughout Parcel	Streams throughout parcel	CDFW observed cultivation waste and other types of refuse in the streambed, bank, and channels across the parcel. Remove all refuse from all streams on parcel and provide georeferenced photographs of the materials before and after removal within 30 days of a final Agreement.
Pollution Points at Cultivation Sites throughout Parcel	All cultivation sites	CDFW recommends relocating cultivation sites outside of setbacks outlined in the Cannabis Policy and off the banks of all streams parcel wide. To prevent sediment delivery, hydrologically disconnect these sites from all adjacent streams and implement erosion control measures. CDFW requests no native oak trees be removed for cultivation areas.

No other projects that may be subject to FGC section 1602 were disclosed. This Agreement does not retroactively permit any constructed reservoirs (including "ponds"), stream crossings, water diversions, modifications to riparian buffers, or other encroachments not described in Table 1.

### PROJECT IMPACTS

Existing fish or wildlife resources the project could substantially adversely affect include **Steelhead Trout** (*O. mykiss*), **Southern Torrent Salamander** (*Rhyacotriton variegatus*), **Pacific Giant Salamander** (*Dicamptodon tenebrosus*), **Foothill Yellow-legged Frog** (*Rana boylei*), **Coastal Tailed Frog** (*Ascaphus truei*), **Western Pond**

**Turtle** (*Actinemys marmorata marmorata*), 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;  
increased turbidity;  
increased sedimentation (chronic or episodic);

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

loss or decline of riparian habitat;  
loss or decline of instream channel habitat;  
direct impacts on benthic organisms;  
direct and/or incidental take of aquatic and/or terrestrial organisms;

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

reduced instream flow;  
cumulative effect of diversions in the watershed;  
impediment of up- or down-stream movement;  
water quality degradation; and  
damage to aquatic habitat and function.

**MEASURES TO PROTECT FISH AND WILDLIFE RESOURCES**

**1. Administrative Measures**

Permittee shall meet each administrative requirement described below.

- 1.1 Documentation at Project Site. Permittee shall make the Agreement, any extensions and amendments to the Agreement, and all related notification materials and California Environmental Quality Act (CEQA) documents, readily available at the project site at all times and shall be presented to CDFW personnel, or personnel from another state, federal, or local agency upon request.
- 1.2 Providing Agreement to Persons at Project Site. Permittee shall provide copies of the Agreement and any extensions and amendments to the Agreement to all persons who will be working on the project at the project site on behalf of Permittee, including but not limited to contractors, subcontractors, inspectors, and monitors.
- 1.3 Notification of Conflicting Provisions. Permittee shall notify CDFW if Permittee determines or learns that a provision in the Agreement might conflict with a

provision imposed on the project by another local, state, or federal agency. In that event, CDFW shall contact Permittee to resolve any conflict.

- 1.4 Project Site Entry. Permittee agrees to allow CDFW employees access to the Project site for the purpose of inspecting and/or monitoring, provided CDFW: a) provides 24 hours advance notice; and b) allows Permittee or representatives to participate in the inspection and/or monitoring. This condition does not apply to CDFW law enforcement personnel.
- 1.5 Cannabis Cultivation Policy. If commercial cannabis cultivation occurs on the project parcel, the State Water Resources Control Board (SWRCB) requires enrollment in the Cannabis Cultivation General Order and compliance with the Cannabis Cultivation Policy - Principles and Guidelines for Cannabis Cultivation, available at:  
[https://www.waterboards.ca.gov/water\\_issues/programs/cannabis/cannabis\\_policy.html](https://www.waterboards.ca.gov/water_issues/programs/cannabis/cannabis_policy.html)
  - 1.5.1 Site Management Plan and Related Technical Reports. Permittee shall submit to CDFW the initial preparation and subsequent updates to the project's Site Management Plan and related technical reports prepared in conformance with the SWRCB Cannabis Cultivation Policy.
  - 1.5.2 Compliance Gauges. The authorized surface water diversion period for commercial cannabis cultivation is December 15 through March 31; under certain circumstances, diversion may begin between November 1 to December 14 (SWRCB Cannabis Cultivation Policy, Attachment A, Section 3, Requirement 5). Water diversion for cannabis cultivation may only occur if sufficient flow exists at the Permittee's assigned compliance gauge. The State Water Resources Control Board developed an online mapping tool to assist cannabis cultivators with finding their assigned compliance gauge used to determine whether diversion may occur:  
[https://www.waterboards.ca.gov/water\\_issues/programs/cannabis/online\\_mapping\\_tool.html](https://www.waterboards.ca.gov/water_issues/programs/cannabis/online_mapping_tool.html). Permittee must check the compliance gauge daily prior to diverting to ensure sufficient water is available.
- 1.6 Water Rights. This Agreement does not constitute a valid water right. All water diversion facilities that Permittee owns, operates, or controls shall be operated and maintained in accordance with current law and applicable water rights. Water rights are administered by the State Water Resources Control Board as described here:  
[https://www.waterboards.ca.gov/waterrights/water\\_issues/programs/registrations/](https://www.waterboards.ca.gov/waterrights/water_issues/programs/registrations/).
- 1.7 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 fish and wildlife, operations shall cease until corrective measures approved by CDFW are taken. This includes new information that indicates bypass flows, diversion rates or other measures 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.

- 1.8 Notification Materials. Permittee's Notification of Lake or Streambed Alteration, together with all maps, plans, photographs, drawings, and all other supporting documents submitted with the Notification and received January 14, 2021, with additional information obtained during an April 16, 2021, CDFW site visit, and revised on April 20, 2021, is hereby incorporated by reference into this Agreement. Permittee shall conduct project activities within the work areas, and using the protective measures, described in the Notification, and supporting documents, unless such project activities, work areas or protective measures are modified by the provisions of this Agreement, in which case the activities shall be conducted as described in this Agreement.

## 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.

### Work Periods and Pre-Project Notice

- 2.1 Work Period. All work, not including authorized diversion of water, shall be confined to the period **July 10 through October 15** of each year. Work within the active channel of a stream shall be restricted to periods of **dry weather**. Permittee shall monitor precipitation forecasts and potential increases in stream flow when planning construction activities. Construction activities shall cease, and all necessary erosion control measures shall be implemented prior to the onset of precipitation. Limited vegetation removal may occur outside of this work period as per the Avoidance of Nesting Birds Measure. A notice of completed work, including dates of activities and photographs of each site, shall be submitted to CDFW within seven (7) days of project completion.
- 2.2 CDFW Notification of Work Initiation and Completion. Permittee shall contact CDFW in writing within the 7-day period preceding the beginning of work permitted by this Agreement. Subsequently, Permittee shall notify CDFW in writing no later than seven (7) days after the project is fully completed.
- 2.3 Work Period Extension Requests. If Permittee needs more time to complete the project, CDFW may grant a work period extension on a day-to-day basis. Extension requests shall be made in writing before **October 5** of each year and shall: 1) describe the extent of work already completed; 2) detail the uncompleted activities; 3) detail the time required to complete each remaining activity; and 4) provide photographs of the completed work site(s) and remaining work. Requests shall describe the effects of increased stream flows, rain delays, increased erosion control measures, access constraints caused by saturated soils, and anticipated effects of climatic conditions on growth of erosion control grasses. Work period

extensions are issued at the discretion of CDFW. CDFW will review the written request and may require additional measures to protect fish and wildlife resources.

### **General Stream Protection Measures**

- 2.4 Prohibition of Live Stream Work. No work is authorized in a live flowing stream. All work shall be conducted when the stream is dry. Permittee shall notify CDFW if it determines that work in a live flowing stream is required to complete a project and will submit a diversion plan.
- 2.5 Fish and Aquatic Species. If surface water is or becomes present during construction, Permittee shall: a) have the Designated Biologist survey the site and adjacent area for fish, amphibians, and turtles three (3) days or less before commencing project activities and b) if fish, amphibians, or turtles are detected, CDFW shall be contacted, and work shall not commence until authorized by a CDFW representative.
- 2.6 Maintain Passing of Fish Up and Down Stream. It is unlawful to construct or maintain in any stream any device or contrivance that prevents, impedes, or tends to prevent or impede, the passing of fish (as defined in FGC Section 45 "fish" means a wild fish, mollusk, crustacean, invertebrate, amphibian, or part, spawn, or ovum of any of those animals) up and down stream pursuant to FGC section 5901.
- 2.7 Staging and Storage. Staging and storage areas for equipment, materials, fuels, lubricants, and solvents shall be located outside of the stream channel and banks, and away from riparian vegetation. 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 at the end of the yearly work period, whichever occurs first.
- 2.8 Equipment and Vehicle Leaks. Equipment or vehicles operated in or near the stream shall be checked and maintained daily to prevent leaks. Stationary equipment (e.g., motors, pumps, generators, welders) in or near the stream shall be positioned over drip pans. Stationary heavy equipment shall have sufficient containment to manage catastrophic spills or leaks.
- 2.9 Hazardous Substances. Debris, soil, silt, bark, slash, sawdust, rubbish, creosote-treated wood, raw cement/concrete, or washings thereof, asphalt, paint or other coating material, oil or other petroleum products, or any substance or material deleterious to fish, plant life, mammals, or bird life, or their habitat, shall be prevented from contaminating the soil and/or entering the waters of the State, pursuant to FGC Sections 5650 and 5652. Permittee shall ensure hazardous or toxic materials are stored in watertight containers and promptly removed from the worksite.

- 2.10 Erosion Control. Permittee shall implement erosion control measures throughout all phases of operation where sediment delivery could occur. Silt fences, straw bales, gravel or rock lined ditches, water check bars, broadcasted weed-free straw, or other approved erosion control measures shall be used wherever sediment has the potential to leave the work site and enter the stream.
- 2.11 Silt Laden Runoff. At no time shall silt laden runoff enter the stream or be directed to where it may enter the stream. Silt control structures shall be monitored for effectiveness and shall be repaired or replaced as needed.
- 2.12 Disposal and Removal of Material. Permittee shall remove from the work area, and relocate outside of the stream and riparian area, all spoils and construction debris prior to inundation. All removed material and debris shall be disposed of according to State and local laws and ordinances.
- 2.13 Prohibition Against Use of Plastic Netting in Erosion Control Measures. Permittee shall not use erosion control devices containing plastic, including photo- or bio-degradable plastic netting. Erosion control mats, blankets, and straw or fiber wattles shall consist entirely of natural fiber.
- 2.14 Avoidance of Nesting Birds. Permittee shall avoid nests occurring within and near the project site pursuant to the Migratory Bird Treaty Act of 1918 and FGC section 3503. Vegetation maintenance/removal shall be confined to the period **September 1 to January 31** of any year in which this Agreement is valid, provided the work area is outside the stream. Vegetation maintenance/removal may continue during precipitation events provided stream flows have not risen into work areas and sediment delivery will not result.
- 2.15 Minimum Vegetation Removal. No native riparian vegetation shall be removed, 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.

### **Water Diversion**

- 2.16 Maximum Diversion Rate. The cumulative maximum instantaneous diversion rate for POD1 and POD2 from the water intake shall not exceed **three (3) gallons per minute** at any time.
- 2.17 Bypass Flow. Permittee shall pass **80%** at all times to keep all aquatic species including fish and other aquatic life in good condition below the POD.
- 2.18 Seasonal Diversion Minimization. For **POD-2**, Permittee shall follow SWRCB Cannabis Policy; season of diversion is **November 1 – March 31**, only when flows are sufficient at the appropriate compliance gauge. For **POD-1**, no more than 200



gallons in any one day shall be diverted (intended for household domestic use only) during the low flow season from **May 15 to October 31** of each year. Water shall be diverted only if Permittee can adhere to the cumulative maximum diversion rate and bypass flow conditions of this Agreement.

- 2.19 Measurement of Diverted Flow. Permittee shall install and maintain an adequate measuring device for measuring the instantaneous (gallons per minute) and cumulative (gallons per day) rates of diversion. Measurement shall begin as soon as this Agreement is signed by Permittee. The device shall be installed within the flow of diverted water. Permittee shall maintain records of diversion, and provide information including, but not limited to the following:
- 2.19.1 A log including the date and quantity of water diverted from the POD.
- 2.19.2 The amount of water used per day for cannabis cultivation separated out from the amount of water used for other irrigation purposes and other uses of water (e.g., domestic use or fire protection).
- 2.20 Water Management Plan. Permittee shall submit a Water Management Plan no later than **sixty days** from the time this Agreement is made final that describes how compliance will be achieved under this Agreement. The Water Management Plan shall include details on water storage, water conservation, or other relevant material to maintain water needs in coordination with forbearance and bypass flow requirements. The Water Management Plan shall include a brief narrative describing water use on the property, photographs to support the narrative, and water use calculations to ensure compliance with this Agreement.

### **Water Diversion Infrastructure**

- 2.21 Intake Structure. No polluting materials (e.g., particle board, plastic sheeting, bentonite) shall be used to construct or screen, or cover the diversion intake structure.
- 2.22 Intake Structure Placement. Infrastructure installed in the streambed (e.g., spring box) shall not exceed 20% of the active-channel width and shall not be located in the deepest portion of the channel. The depth of the intake shall be no greater than 6 inches below the streambed.
- 2.23 Intake Screening Maintenance. Permittee shall regularly inspect, clean, and maintain screens in good condition.
- 2.24 Intake Screens on Non-Fish Bearing Streams. All intakes shall be screened and openings in the screen shall not exceed 1/8-inch diameter (horizontal for slotted or square openings) or 3/32 inch for round openings.

- 2.25 Intake Shall Not Impede Aquatic Species Passage. Water diversion structures shall be designed, constructed, and maintained such that they do not constitute a barrier to upstream or downstream movement of aquatic life.
- 2.26 Exclusionary Devices. Permittee shall keep diversion-related structures covered at all times to prevent the entrance and entrapment of amphibians and other wildlife.
- 2.27 Diversion Intake Removal. Permittee shall plug, cap, block (e.g., with a shut-off valve located near the source) or remove all intakes when no water diversion is planned for a period of one week or longer.
- 2.28 Heavy Equipment Use. No heavy equipment shall be used in the excavation or replacement of the existing water diversion structure. Permittee shall use hand tools or other low impact methods of removal/replacement. All project materials and debris shall be removed from the project site and properly disposed of off-site upon project completion.
- 2.29 Diversion Infrastructure Plan (DIP). Permittee shall submit a DIP for CDFW review and acceptance prior to diverting water. The DIP shall include a narrative describing the different elements of the water diversion infrastructure, supporting photographs and/or diagrams, and justification of how compliance with the **Water Diversion Infrastructure** conditions will be achieved under this Agreement.

### **Diversion to Storage**

- 2.30 Water Storage. All water storage facilities (WSFs) (e.g., reservoirs, storage tanks, mix tanks, and bladders tanks), except those specifically authorized by CDFW and included as encroachments in a current Agreement, shall be located outside the active 100-year floodplain. Covers/lids shall be securely affixed to water tanks to prevent entry by wildlife. Permittee shall cease all water diversion at the POD when WSFs are full.
- 2.31 Water Storage Maintenance. WSFs shall have float valves to prevent overfilling. Water shall not leak, overflow, or overtop WSFs at any time. Permittee shall regularly inspect all WSFs and water diversion infrastructure, and immediately repair leaks.
- 2.32 Water Conservation. Permittee shall make best efforts to minimize water use, and to follow best practices for water conservation and management.
- 2.33 Limitations on Impoundment and Use of Diverted Water. Permittee shall impound and use water in accordance with a valid water right, including any limitations on when water may be impounded and used, the purpose for which it may be impounded and used, and the location(s) where water may be impounded and used.

## Stream Crossings

- 2.34 Road Approaches. Permittee shall treat road approaches to new or re-constructed crossings to minimize erosion and sediment delivery to the stream. Permittee shall ensure road approaches are hydrologically disconnected to the maximum extent feasible to prevent sediment from entering the crossing site, including during the construction or reconstruction of a stream crossing. Road 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.
- 2.35 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 stream, 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.
- 2.36 Runoff from Steep Areas. 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.
- 2.37 No Equipment in Wetted Areas. No heavy equipment shall enter the wetted stream channel.
- 2.38 Fill Materials. No fill material, other than clean rock, shall be placed in the stream channel.
- 2.39 Material Sizing. Rock shall be sized to withstand washout from high stream flows and extend above the ordinary high-water level.
- 2.40 Crossing Maintenance. Permittee shall provide site maintenance for the life of the structures, including, but not limited to, re-applying erosion control to minimize surface erosion, and ensuring drainage structures, streambeds and banks remain sufficiently armored and/or stable. Permanent culverts shall be maintained and kept open year-round. Permittee is responsible for such maintenance as long as the culvert remains in the stream.
- 2.41 Armoring. The placement of armoring shall be confined to the work period when the stream is dry or at its lowest flow.
- 2.42 Armor Placement. Rock armoring shall not constrict the natural stream channel width and shall be keyed into a footing trench with a depth sufficient to prevent instability.

## Culvert Installation

- 2.43 Permanent Culvert Sizing. Permanent culverts shall be sized to accommodate the estimated 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 debris, culvert embedding, and sediment loads (Cafferata et al. 2017, Designing Watercourse Crossings for Passage of 100-Year Flood Flows, Wood, and Sediment).  
<http://timbertraining.resources.ca.gov/mod/resource/view.php?id=378>
- 2.44 Critical Dips. Where diversion potential exists, a 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.
- 2.45 Culvert Materials in High Fire Zones. If the project is located in a high to very high Fire Hazard Severity Zone as designated by CAL FIRE, CDFW recommends culvert materials consist of corrugated metal pipe. Use of High-Density Polyethylene pipe is discouraged. <https://osfm.fire.ca.gov/divisions/wildfire-prevention-planning-engineering/wildland-hazards-building-codes/fire-hazard-severity-zones-maps/>
- 2.46 Fill Material. Existing fill material in the crossing shall be excavated down vertically to the approximate original channel and outwards horizontally to the approximate crossing hinge points (transition between naturally occurring soil and remnant temporary crossing fill material) to remove any potential unstable debris and voids in the older fill prism.
- 2.47 Culvert Grade. Culvert shall be installed to grade (not perched or suspended), aligned with the natural stream channel, and extend lengthwise completely beyond the toe of fill. If culvert cannot be set to grade, it shall be placed in the lower third of the fill face, and a downspout or energy dissipator (such as boulders, riprap, or rocks) shall be installed above or below the outfall as needed to effectively control stream bed, channel, or bank erosion (scouring, headcutting, or downcutting). Permittee shall ensure basins are not constructed and channels are not widened at culvert inlets.
- 2.48 Culvert Bed. Culvert bed shall be composed of either compacted rock-free soil or crushed gravel. Bedding beneath the culvert shall provide for even distribution of the load over the length of the pipe and allow for natural settling and compaction to help the pipe settle into a straight profile. The crossing backfill materials shall be free of rocks, limbs, or other debris that could allow water to seep around the pipe and shall be compacted. No geotextile fabric shall be placed in the culvert bed, streambed, bank, or channel.

- 2.49 Culvert Armoring. Culvert inlet, outlet (including the outfall area), and fill faces shall be armored where stream flow, road runoff, or rainfall energy is likely to erode fill material and the outfall area.
- 2.50 Project Inspection. The Project shall be inspected by a qualified professional licensed to practice in California to ensure that the stream crossings were installed, and functions as designed and in accordance with this Agreement. A copy of the **Project Inspection Report**, including photographs of each site, shall be submitted to CDFW within 90 days of completion of this project.

### 3. Reporting Measures

Permittee shall meet each reporting requirement described below.

- 3.1 CDFW Notification of Work Initiation. 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.
- 3.2 Work Completion. All of the proposed work shall be completed by no later than October 15, 2023. Notification of completion will include dates work occurred and any erosion control measures implemented. Notification shall be submitted to CDFW in the Environmental Permit Information Management System (EPIMS) at <https://wildlife.ca.gov/Conservation/Environmental-Review/EPIMS> within seven (7) days of project completion.
- 3.3 Project Inspection. The Project shall be inspected by a qualified professional licensed to practice in California to ensure that the stream crossings were installed, and functions as designed and in accordance with this Agreement, and the diversion infrastructure complies with the terms of this Agreement. A copy of the inspection report, including photographs of each site, shall be submitted to CDFW within 90 days of completion of each separate project. Permittee shall submit the **Project Inspection Report** to CDFW in EPIMS.
- 3.4 Measurement of Diverted Flow. Copies of the **Water Diversion Records** shall be submitted to CDFW in EPIMS no later than **March 31** of each year beginning in **2022**, to report the preceding year's diversion. The Water Management Plan shall be submitted to CDFW in EPIMS.
- 3.5 Water Management Plan. Permittee shall submit a **Water Management Plan** within **60 days** from the effective date of this Agreement. Permittee shall **allow 60 days for CDFW review and acceptance** after submittal. The Water Management Plan shall be submitted to CDFW in EPIMS.
- 3.6 Diversion Infrastructure Plan. Permittee shall submit **Diversion Infrastructure Plan** within **60 days** from the effective date of this Agreement. Permittee shall

**allow 60 days for CDFW review and acceptance** after submittal of a Diversion Infrastructure Plan. This document shall be submitted to CDFW in EPIMS.

## **CONTACT INFORMATION**

Any communication that Permittee or CDFW submits to the other shall be submitted through EPIMS as instructed by CDFW.

### To Permittee:

Brandon Mohan  
EPIMS-HUM-15838-R1  
HUM-15939 DNA 007 LSA  
[mohanbrandon@gmail.com](mailto:mohanbrandon@gmail.com)

### To CDFW:

Department of Fish and Wildlife  
Northern Region, Coastal  
EPIMS-HUM-15839-R1  
HUM-15939 DNA 007 LSA  
[EPIMS.R1C@wildlife.ca.gov](mailto:EPIMS.R1C@wildlife.ca.gov)  
[Christine.HahnVertical@wildlife.ca.gov](mailto:Christine.HahnVertical@wildlife.ca.gov)

## **LIABILITY**

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 Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from complying with, or obtaining any other permits or authorizations that might be required under, other federal, state, or local laws or regulations before beginning the project or an activity related to it. For example, if the project causes take of a species listed as threatened or endangered under the Endangered Species Act (ESA), such take will be unlawful under the ESA absent a permit or other form of authorization from the U.S. Fish and Wildlife Service or National Marine Fisheries Service.

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

Nothing in the Agreement authorizes 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, subdivision (b), Permittee may request one extension of the Agreement, provided the request is made prior to the expiration of the Agreement's term. To request an extension, Permittee shall submit to CDFW a completed CDFW "Request to Extend Lake or Streambed Alteration" form and include with the completed form payment of the extension fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5). CDFW shall process the extension request in accordance with FGC section 1605, subdivisions (b) through (e).

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

#### **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 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 (5) 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, subdivision (a)(2) requires.

#### **AUTHORITY**

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

#### **AUTHORIZATION**

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

#### **CONCURRENCE**

Through the electronic signature by the permittee or permittee's representative as evidenced by the attached concurrence from CDFW's Environmental Permit Information Management System (EPIMS), the permittee accepts and agrees to comply with all provisions contained herein.

**The EPIMS concurrence page containing electronic signatures must be attached to this agreement to be valid.**