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

LAKE OR STREAMBED ALTERATION AGREEMENT
NOTIFICATION NO. EPIMS-HUM-06891-R1C
Unnamed Tributaries to Salmon Creek, Tributary to the South Fork Eel River, Tributary to the Eel River and the Pacific Ocean

Rick Cooper
Cooper Water Diversion, Stream Crossings and Reservoir Project
5 Encroachments

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

RECITALS

WHEREAS, pursuant to Fish and Game Code (FGC) section 1602, the Permittee initially notified CDFW on July 26, 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 is located within the Salmon Creek watershed, approximately 3.8 miles southwest of the town of Myers Flat, County of Humboldt, State of California; Section 11, T3S, R2E, Humboldt Base and Meridian, in the Ettersburg U.S. Geological Survey 7.5-minute quadrangle; Assessor's Parcel Number 221-071-020; latitude 40.2187 N and longitude 123.9205 W at the micro hydroelectric water diversion.

PROJECT DESCRIPTION

The project is limited to five encroachments (Table 1). One encroachment is for water diversion from an Unnamed Tributary to Salmon Creek. Water is diverted for hydroelectricity generation (micro-hydro) with all flow returning to the stream. Work for the water diversion will include use and maintenance of the water diversion

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infrastructure. One encroachment is for rock armoring an outlet from an off-stream reservoir that enters a seasonal stream. Three encroachments are to upgrade failing and undersized stream crossings. Work for these encroachments may include excavation, removal or modification of the existing stream crossings, replacement with new properly sized crossings or modifications to stabilize existing stream crossings, backfilling and compaction of fill, and rock armoring as necessary to minimize erosion.

Table 1. Project Encroachments Covered by this Agreement with Description

ID	Latitude/Longitude	Description
Micro Hydroelectric Water Diversion	40.0187, -123.8443	Micro hydroelectric water diversion from a seasonal stream with entire flow returning to the stream. Permittee shall implement the conditions in this Agreement.
Off-stream Reservoir outlet to stream	40.2203, -123.9149	Install rock armor and erosion control at the reservoir outlet to the seasonal stream. Permittee shall prepare and implement an Invasive Species Management Plan for the reservoir.
Crossing-1	40.2189, -123.9177	Permittee shall submit a modified plan to stabilize with rock armoring and increase hydraulic capacity of the existing steam crossing; or Replace the existing culvert with an appropriately sized crossing that is designed to accommodate 100-year flood flows and debris. Permittee shall submit final design plan at least 60 days prior to project implementation for CDFW review and approval.
Crossing-3	40.2171, -123.9162	Install rock armored ford crossing
Crossing-4	40.2185, -123.9187	Permittee shall submit a modified plan to stabilize with rock armoring and increase hydraulic capacity of the existing steam crossing; or Replace existing culvert with an appropriately sized crossing that is designed to accommodate 100-year flood flows and debris. Permittee shall submit final design plan at least 60 days prior to project implementation for CDFW review and approval.

PROJECT IMPACTS

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

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(*Actinemys 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;
- Reduced instream flow; and
- 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; and
- Direct impacts on benthic organisms;

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

- Cumulative effect when other diversions on the same stream are considered;
- Diversion of flow from activity site;
- 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 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

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are taken. This includes new information becoming available that indicates that 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.

1.4 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.

1.5 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. 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.

1.7 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.

1.8 Agreement Compliance. The proposed work shall comply with all measures included in this Agreement. **Failure to comply with these measures may result in suspension or revocation of this Agreement.**

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 July 26, 2019, with all revisions received by CDFW, 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 federal or State listed threatened or endangered listed species.

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Project Timing

2.3 Work Period. All work, not including authorized diversion of water, shall be confined to the period **June 1 through October 31** 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.

2.4 Work Completion. **The proposed work shall be completed prior to the expiration of this Agreement's term.** A notice of completed work, including photographs of each site, shall be submitted to CDFW within seven (7) days of project completion.

2.5 Extension of the Work Period. If weather conditions permit, and the Permittee wishes to extend the work period before June 1 or after October 31, a written request shall be made to CDFW at least five (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 beginning before June 1 or continuing past October 31.**

2.6 Avoidance of Nesting Birds. Fish and Game Code sections 3503 and 3503.5 prohibits the taking or destroying of native bird's nests or eggs. Vegetation maintenance or removal (e.g., clearing and grubbing) shall occur between September and March. Removal areas should be managed once cleared to reduce nesting potential during the breeding season. **This is the preferred approach to protect nesting birds and to minimize project related delays.**

Vegetation Management

2.7 Minimum Vegetation Removal. No native riparian vegetation shall be removed from the bank of the stream, except where authorized by CDFW. Permittee shall limit the disturbance or removal of native vegetation to the minimum necessary to achieve design guidelines and standards for the Authorized Activity. Permittee shall take precautions to avoid damage to vegetation outside the work area.

Micro-hydroelectric Power Diversion

2.8 Bypass Flow: Micro-hydro. Permittee shall pass **50% of the flow** at all times to keep all aquatic species including fish and other aquatic life in good condition below the POD.

2.9 Seasonal Diversion Minimization. No water shall be diverted during the low flow season from **May 15 to October 31** of any year. Water shall be diverted only if

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Permittee can adhere to the maximum diversion rate and bypass conditions for micro-hydro power provided in this Agreement

2.10 Micro-hydroelectric Intake Structure and Screening. Permittee shall adhere to all of the **Water Diversion Facility** conditions of this Agreement.

Water Diversion Facility

2.11 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.

2.12 Intake Structure Placement. Infrastructure installed in the streambed shall not exceed 30 percent of the active channel width and shall not be located in the deepest portion of the channel. The depth of the intake shall be not be below the streambed. The diversion shall be located no less than 25 feet from the spring head (i.e., emergence of surface water).

2.13 Intake Screening. The Permittee shall regularly inspect, clean, and maintain screens in good condition.

2.13.1 A water intake screen with round openings shall not exceed 3/32-inch diameter; a screen with square openings shall not exceed 3/32-inch measured diagonally; and a screen with slotted openings shall not exceed 0.069 inches in width. Slots must be evenly distributed on the screen area.

2.13.2 The screen shall be designed to distribute the flow uniformly over the entire screen area.

2.14 Intake Shall Not Impede Aquatic Species Passage. The 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.

2.15 Exclusionary Devices. Permittee shall keep the diversion structures (e.g., cistern) covered at all times to prevent the entrance and entrapment of amphibians and other wildlife.

2.16 Heavy Equipment Use. No heavy equipment shall be used in the excavation or replacement of the existing water diversion structure. The 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.

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Reservoirs

2.17 No Stocking. Stocking of fish, wildlife, or plant of any kind, in any stream, lake or wetland (i.e., Waters of the State), shall be prohibited without written permission from CDFW pursuant to section 6400 of the FGC.

2.18 Invasive Species Management for Reservoirs. Permittee shall implement an Invasive Species Management Plan (ISMP) prepared by a qualified Biologist for any existing or proposed reservoir. The plan shall include, at a minimum, annual seasonally appropriate surveys of invasive aquatic species (i.e., baseline surveys), focused on American bullfrog (*Lithobates catesbeianus*) and Centrarchid fish. The baseline surveys will form the basis to measure success of the ISMP. The qualified Biologist shall coordinate with CDFW to develop eradication measures appropriate for the identified invasive aquatic species based on site specific conditions. An annual monitoring report shall be prepared and submitted to CDFW.

2.18.1 Bullfrog Management Plan. If American bullfrogs are observed, they shall be appropriately controlled, with the goal of population eradication, including but not limited to, annual multi-effort direct removal of all life stages, using various techniques (e.g., air rifle, gigging, trapping, seining, and draining of reservoirs) to break reproduction. The bullfrog management plan must be site specific, and the goal shall be eradication of the population. If at any time additional invasive aquatic species are detected, Permittee shall submit an updated ISMP for Reservoirs to CDFW for review and approval.

2.19 Off-Stream Reservoirs. Shall be appropriately designed, sized, and managed to contain any diverted water in addition to precipitation and storm water runoff, without overtopping. The Permittee shall install an overflow spillway that will withstand a 100-year flood event, designed with a dispersal mechanism, or low-impact design, that discourages channelization and promotes dispersal and infiltration of flows to prevent surface overflow from reaching any stream, lake, or wetland (i.e., Waters of the State). The spillway shall be designed and placed to allow for a minimum of two feet of freeboard.

Stream Crossings

2.20 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 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.

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2.21 Equipment Maintenance. Refueling of machinery or heavy equipment, or adding or draining oil, lubricants, coolants, or hydraulic fluids shall not take place within stream bed, channel and bank. All such fluids and containers shall be disposed of properly off-site. Heavy equipment shall not be stored within stream bed, channel, and bank.

2.22 Hazardous Spills. If at any time any material which could be hazardous or toxic to aquatic life enters a stream, the Permittee shall immediately notify the California Emergency Management Agency State Warning Center at 1-800-852-7550, and immediately initiate clean-up activities. Permittee shall notify CDFW at 707-445-6493 and consulted regarding clean-up procedures as soon as practicable, but no later than 24 hours after the spill.

2.23 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 dewatering plan.

2.24 Dewatering.

2.24.1 Stream Diversion. Only when work in a flowing stream is unavoidable (e.g., perennial streams), prior to the start of construction, Permittee shall isolate the work area from the flowing stream. To isolate the work area, water-tight cofferdams shall be constructed upstream and downstream of the work area, and water diverted through a suitably sized pipe. Water shall be diverted from upstream of the upstream cofferdam, and discharge downstream of the downstream cofferdam. Cofferdams and the stream diversion system shall remain in place and functional throughout the construction period. Cofferdams or stream diversions that fail for any reason shall be repaired immediately.

2.24.2 Maintain Aquatic Life. When any cofferdam or other artificial obstruction is being constructed, maintained, or placed in operation, Permittee shall allow sufficient water at all times to pass downstream to maintain aquatic life below the obstruction pursuant to Fish and Game Code §5937.

2.24.3 Stranded Aquatic Life. The Permittee shall check daily for stranded aquatic life as the water level in the dewatering area drops. All reasonable efforts shall be made to capture and move all stranded aquatic life observed in the dewatered areas. Capture methods may include hand nets, dip nets, buckets, and/or by hand. Captured aquatic life shall be released immediately in the closest suitable aquatic habitat adjacent to the work site. Permittee shall submit detailed information regarding species that were stranded and relocated with the Project Inspection Report.

2.24.4 Minimize Turbidity and Siltation. Permittee shall use only clean (washed),

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non-erodible materials, such as rock or sandbags that do not contain soil or fine sediment, to construct any temporary stream flow bypass. Permittee shall divert stream flow around the work site in a manner that minimizes turbidity and siltation and does not result in erosion or scour downstream of the diversion.

2.24.5 Remove any Materials upon Completion. Permittee shall remove all materials used for the temporary stream flow bypass after the Authorized Activity is completed.

2.24.6 Restore Normal Flows. Permittee shall restore normal flows to the effected stream immediately upon completion of work at that location.

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

2.26 Runoff from Steep Areas. The Permittee shall ensure that runoff (concentrated flow) from steep, erodible surfaces will be slowed and 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 bars shall be placed on dirt roads, heavy equipment tracks, or other work trails to control erosion.

2.27 Culvert Installation.

2.27.1 If the project is located in a moderate to very high Fire Hazard Severity Zone as designated by CAL FIRE, culvert materials should consist of corrugated metal pipe (CMP). Use of High-Density Polyethylene (HDPE) pipe is not recommended.

2.27.2 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.

2.27.3 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 oriented in the lower third of the fill face, and a downspout or appropriately-sized energy dissipator (e.g., boulders, riprap, or rocks) shall be installed above or below the outfall as needed to effectively prevent stream bed, channel, or bank

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erosion (scouring, headcutting, or downcutting). The Permittee shall ensure basins are not constructed, and channels shall not be widened at culvert inlets.

2.27.4 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 culvert and allow for natural settling and compaction to help the culvert seat 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 culvert and shall be compacted.

2.27.5 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.

2.27.6 Permanent culverts shall be sized to accommodate the estimated 100-year flood flow (i.e., ≥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.

2.28 Crossing Maintenace

2.28.1 The placement of armoring shall be confined to the work period when the stream is dry or at its lowest flow.

2.28.2 No heavy equipment shall enter the wetted stream channel.

2.28.3 No fill material, other than clean (washed) rock, shall be placed in the stream channel.

2.28.4 Rock shall be sized to withstand washout from high stream flows and extend above the ordinary high-water level.

2.28.5 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.

2.29 Road Approaches. The Permittee shall treat road approaches to new or re-constructed permanent stream 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 stream crossing site, including when a stream crossing is being constructed or reconstructed. Road approaches shall be armored from the stream crossing to the nearest effective water bar or point where road drainage does not drain to the stream crossing, with durable rock.

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2.30 Project Inspection. **Crossing-1** and **Crossing-4** shall be inspected by a California licensed engineer or equivalent licensed professional to ensure the stream crossings were constructed as designed. 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.

Erosion Control and Pollution

2.31 Erosion Control. Permittee shall use erosion control measures throughout all work phases where sediment runoff could enter a stream, lake, or wetland (i.e., Waters of the State).

2.32 Seed and Mulch. Upon completion of construction operations and/or the onset of wet weather, Permittee shall stabilize exposed soil areas within the work area by applying mulch and seed. Permittee shall utilize vegetative (e.g., seeding) or other non-vegetative methods such as jute mat, coir mat, wood chip mat, straw mat or wattle, straw mulch, native duff (leaves, needles, fine twigs, etc.), or lopped native slash to protect and stabilize soils. Straw mulching shall utilize at least 2 to 4 inches of clean straw (such as rice, barley, wheat) or weed-free straw. Seeding shall use regional native seed or non-native seed that is known not to persist or spread [e.g., barley (*Hordeum vulgare*), or wheat (*Triticum aestivum*)]. No known invasive grass seed such as annual or perennial ryegrass (*Lolium multiflorum or L. perenne*, which are now referred to as *Festuca perennis*), shall be used.

2.33 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 31 through June 1**. 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 barriers. If the sediment barrier fails to function as designed, Permittee shall employ corrective measures, and notify CDFW immediately.

2.34 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.

2.35 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 stream banks remain sufficiently stable.

2.36 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 to prevent sediment from eroding into a

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stream, lake, or wetland (i.e., Waters of the State). Permittee shall apply and secure these materials prior to rain events to prevent loose soils from entering a stream, lake, or wetland (i.e., Waters of the State).

2.37 No Dumping. Permittee shall not deposit, permit to pass into, or place where it can pass into a stream, lake, or wetland (i.e., 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 wetland (i.e., 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.

3. **Reporting Measures**

All reports shall be submitted by e-mail to CDFW at R1LSAEureka@wildlife.ca.gov.

3.1 Notice of Work Initiation. The Permittee shall contact CDFW within the seven-day period preceding the beginning of work permitted by this Agreement (condition 1.7). Information to be disclosed shall include Agreement number, and the anticipated start date.

3.2 Work Completion. The proposed work shall be completed by no later than **October 31, 2026**. A notice of completed work (condition 2.4), with supplemental photos, shall be submitted to CDFW **within seven (7) days** of project completion.

3.3 Invasive Species Management for Reservoirs. The Permittee shall submit all required documents described in the Invasive Species Management for Reservoirs (condition 2.18) including subsection 2.18.1, **Bullfrog Management Plan** no later than **December 31** of each year.

3.4 Project Inspection. The Permittee shall submit the **Project Inspection Report** for Crossing-1 and Crossing-4 (condition 2.30) to CDFW.

CONTACT INFORMATION

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

To Permittee:

Rick Cooper
Humboldt Sanctuary Farm, LLC
2800 Neilson Way, Suite 1504
Santa Monica, California 90405
(808) 222-2624
humboldtsanctuary@gmail.com

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To CDFW:

Department of Fish and Wildlife
Northern Region
619 2nd Street
Eureka, California 95501
R1LSAEureka@wildlife.ca.gov
Andrew.Orahoske@wildlife.ca.gov
Attn: Lake and Streambed Alteration Program
Notification # EPIMS-HUM-06891-R1C

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.

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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).

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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.

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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.