

Notice of Determination

TO: ☒ Office of Planning and Research

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

Street Address:
1400 Tenth Street
Sacramento, CA 95814

FROM: Department of Fish and Wildlife
Northern Region
601 Locust Street
Redding, California 96001
Contact: Adam Hutchins
Phone: (707) 964-1980

LEAD AGENCY (if different from above):
Department of Forestry and Fire Protection
135 Ridgway Avenue
Santa Rosa, California 95401
Contact: Dominik Schwab
Phone: (707) 576-2953

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

State Clearinghouse Number (if submitted to State Clearinghouse):

2019049109

Project Title: Lake or Streambed Alteration Agreement No. 1600-2018-0540-R1 for THP 1-18-090 MEN "Take Out".

Project Location: The project is located approximately 8 miles west of Ukiah in Mendocino County, in Low Gap Creek and its un-named tributaries. The project is in Section(s) 14 Township 15N, Range 14W, Mt. Diablo Base and Meridian, in the Orrs Springs and Bailey Ridge U.S. Geological Survey 7.5-minute quadrangle(s).

Project Description: The Department of Fish and Wildlife (CDFW) is issuing an agreement for the replacement or modification of crossings in Class II and Class III watercourses, and remediation of, and diversion from, a spring fed pond.

This is to advise that CDFW, acting as ☐ the Lead Agency / ☒ a Responsible Agency approved the above-described project and has made the following determinations:

1. The project ☐ will / ☒ will not have a significant effect on the environment. (This determination is limited to effects within CDFW's jurisdiction when CDFW acts as a responsible agency.)
 2. ☐ An environmental impact report / ☐ A negative declaration / ☒ A Timber Harvesting Plan was prepared for this project pursuant to the California Environmental Quality Act (CEQA).
 3. Mitigation measures ☒ were / ☐ were not made a condition of CDFW's approval of the project.
 4. A Statement of Overriding Considerations ☐ was / ☒ was not adopted by CDFW for this project.
 5. Findings ☐ were / ☒ were not made by CDFW pursuant to Public Resources Code § 21081(a). CDFW adopted findings to document its compliance with CEQA.
 6. Compliance with the environmental filing fee requirement of Fish and Game Code § 711.4 (check one):
 - ☐ Payment is submitted with this notice.
 - ☒ Payment is not required due to provisions of Public Resources Code § 4629.6 (c).
 - ☐ A copy of a receipt showing prior payment is on file with CDFW.
 - ☐ A copy of the CEQA Filing Fee No Effect Determination Form signed by CDFW is attached to this notice.
- ☐ Lead Agency certification: CDFW, as Lead Agency, has made the final Environmental Impact Report (EIR) with comments and responses and record of project approval, or the Negative Declaration, available to the General Public at the CDFW office identified above.
- ☒ Responsible Agency statement: The final EIR, Negative Declaration or THP/NTMP that was prepared by the Lead Agency for this project is available to the General Public at the office location listed above for the Lead Agency. CDFW's CEQA Findings are available at the Eureka CDFW office located at 619 Second Street, Eureka, California, 95501.

Signature:


Jon Hendrix, Senior Environmental Scientist (Supervisory)
Northern Region, Department of Fish and Wildlife

Date:

4/16/19

Date Received for filing at OPR:

APR 17 2019

APR 17 2019

STATE CLEARINGHOUSE STATE CLEARINGHOUSE

California Department of Fish and Wildlife
Northern Region
619 Second Street
Eureka, CA 95501



Streambed Alteration Agreement

Notification No. 1600-2018-0540-R1
Low Gap Creek and its un-named tributaries
Mendocino County

Governor's Office of Planning & Research

14 Encroachments

Mr. Charles Hiatt
THP 1-18-090 MEN; "Take Out"

APR 17 2019
STATE CLEARINGHOUSE

This Streambed Alteration Agreement (Agreement) is entered between the California Department of Fish and Wildlife (CDFW) and Mr. Charles Hiatt.

RECITALS

WHEREAS, pursuant to Fish and Game Code (FGC) section 1602, Permittee notified CDFW on 9/6/2018 that Permittee intends to complete the project described herein.

WHEREAS, pursuant to FGC section 1603, CDFW has determined that the project could substantially adversely affect existing fish or wildlife resources and has included measures in the Agreement necessary to protect those resources.

WHEREAS, Permittee has reviewed the Agreement and accepts its terms and conditions, including the measures to protect fish and wildlife resources.

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

PROJECT LOCATION

The activities to be completed according to the Agreement are located approximately 8 miles west of Ukiah in Mendocino County on Low Gap Creek and its un-named tributaries. The project is located in Section(s) 14 Township 15N, Range 14W; Mt. Diablo Base and Meridian, in the Orrs Springs, and Bailey Ridge U.S. Geological Survey 7.5-minute quadrangle(s).

PROJECT DESCRIPTION

The project proposes to replace or modify crossings in Class II and Class III watercourses, and the remediation of and water diversion from a spring fed pond (see Table 1 for watercourse and pond encroachment details).

Table 1: Lake and Streambed Alteration Agreement 1600-2018-0540-R1 encroachment details for 1-18-090 MEN "Take Out"

Map Point	Watercourse Classification	Road Classification	Road Condition	Encroachment Description
1	III	Seasonal	Existing	Install temporary crossing
2	III	Seasonal	Existing	Install temporary crossing
3	III	Seasonal	Existing	Install temporary crossing
4	III	Seasonal	Existing	Install temporary crossing
5	III	Seasonal	Existing	Install temporary crossing
6	II	Seasonal	Existing	Install temporary crossing
7	II-L	Seasonal	Existing	Install temporary crossing
8	III	Seasonal	Existing	Install rock armored crossing
9	III	Seasonal	Existing	Install temporary crossing
A	III	Temporary	Proposed	Re-establish channel
B	II-L	Temporary	Proposed	Re-establish channel
F	III	Temporary	Proposed	Re-establish channel
G	II-L	Temporary	Proposed	Re-establish channel
Pond	II	Pond remediation (disconnect diversion channel and re-establish pond connectivity with Low Gap creek at high flows) and direct drafting		

PROJECT IMPACTS

Existing fish or wildlife resources the project could substantially adversely affect include: coho salmon (*Oncorhynchus kisutch*), Chinook salmon (*O. tshawytscha*), steelhead (*O. mykiss*), other fish, foothill yellow-legged frog, other amphibians, reptiles, aquatic invertebrates, mammals, birds, and plants.

The adverse effects the project could have on the fish or wildlife resources identified above include: direct and/or incidental take, impede up- and/or down-stream migration of aquatic species, damage to spawning and/or rearing habitats and potential cumulative impacts.

MEASURES TO PROTECT FISH AND WILDLIFE RESOURCES

1. Administrative Measures: Permittee shall meet each administrative requirement described below.
 - 1.1 Documentation at Project Site. Permittee shall make the Agreement, and any extensions and amendments to the Agreement, 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 Minor Language Changes. CDFW reserves the right to authorize minor language revisions to this Agreement provided both CDFW and the Responsible Party concur with minor language changes and both initial and date changes on the respective documents belonging to both the Responsible Party and CDFW.
 - 1.5 Project Site Entry. Permittee agrees that CDFW personnel may enter the project site at any time to verify compliance with the Agreement.
 - 1.6 Notice of Beginning Work. The Permittee shall contact CDFW within the 7-day period preceding the beginning of work permitted by this Agreement. Information to be disclosed shall include Agreement number, Timber Harvesting Plan (THP) number, and the anticipated start date.
 - 1.7 Notice of Work Completion. The Permittee shall contact CDFW within thirty days of completion of the work permitted by this Agreement. Information to be disclosed shall include Agreement number and THP number.
 - 1.8 Amendment of Agreement into THP. Before any work covered by this Agreement is undertaken, this Agreement shall be amended into and made enforceable as part of the THP.
 - 1.9 Regional Water Quality Control Board (RWQCB) Reports: All RWQCB reports, relating to sites permitted under this LSA, shall be sent to CDFW via email at the time they are submitted to the RWQCB. This includes annual work plans, erosion control point summaries and discharge notifications.
 - 1.10 Emergency Road work: Permittee may remove obstructions and sediment at any time if the obstructions and sediment would reasonably be expected to cause substantial damage to resources or cause the facility to fail outside the time periods specified above. If heavy equipment is used, please notify CDFW within 14 days after completing activity using the emergency work form (<https://www.wildlife.ca.gov/Conservation/LSA/Forms>).

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.
- 2.1 Except where otherwise stipulated in this Agreement, all work shall be in accordance with the project description submitted with Notification No. 1600-2018-0540-R1 and THP 1-18-090 MEN, as revised as of February 6, 2019.
- 2.2 The usual June 1 through October 15 work period is extended as follows: Work may be conducted in or near the stream during the late season work period (October 15 through November 15), for Class III watercourses — April 15 to June 1, if the channel is dry until the cumulative precipitation threshold is met, provided adherence to all conditions in this Agreement and a) – f) below.
 - a) The Permittee shall complete any unfinished encroachment work, including erosion control measures, within 24 hours of CDFW directing the Permittee to do so.
 - b) Prior to any work at a site, the Permittee shall stock-pile erosion control materials at the site. All bare mineral soil exposed in conjunction with crossing construction, deconstruction, maintenance or repair or removal shall be treated for erosion immediately upon completion of work on the crossing, and prior to the onset of precipitation capable of generating runoff. Erosion control shall consist of at least 2 to 4 inches straw mulch with greater than 90% coverage and, if seed is used, seeding shall be at a rate of 100 lbs/acre equivalent barley seed. Annual (Italian) ryegrass (*Festuca perennis*) shall not be used.
 - c) Use of newly constructed crossings during the late season work period shall cease when precipitation is sufficient to generate overland flow off the road surface, or when use of the crossing is causing rutting of the road surface. Crossing use shall not resume until the road bed is dry, defined as a road surface which is no wetter than that found during normal dust abatement watering treatments and is not rutting or pumping fines or causing a visible turbidity increase in the stream or water sources leading to the stream. Emergency access shall be allowed at any time to correct emergency road related problems and other emergency situations.
 - d) Road construction leading directly into or out of a proposed stream crossing shall only be performed when soils are sufficiently dry so that sediment is not discharged into streams.
 - e) All crossing installation or removal work at a given site shall be conducted in one day. If equipment breakdowns prevent completion of installation or removal in one day, work shall be completed in the shortest period feasible.
 - f) When a 7-day National Weather Service forecast of rain includes a minimum of 5 consecutive days with any chance of precipitation, 3 consecutive days with a 30% or greater chance of precipitation, or 2 consecutive days of 50% or greater chance of precipitation, the Permittee shall finish work underway at encroachment and refrain from starting any new work at encroachment prior to the rain event.

GENERAL CONDITIONS FOR ALL ENCROACHMENTS

2.3 In Class II and/or Class III watercourses, equipment shall not operate in a flowing stream or wetted channel except as may be necessary to construct and remove in-stream structures to catch and contain water (i.e. cofferdams) to divert stream flow and isolate the work site, or as otherwise specifically provided for in this Agreement. Equipment shall not operate in a Class I watercourse when water is present unless site specifically provided for in this Agreement.

a) Where flowing water is present during operations:

- i. Cofferdams shall be installed to divert stream flow and isolate and dewater the work site, and to catch any sediment-laden water and minimize sediment transport downstream. Cofferdams shall be constructed of non-polluting materials including sand bags, rock, and/or plastic tarps. Mineral soil shall not be used in the construction of cofferdams.
- ii. Flowing water shall be cleanly bypassed and/or prevented from entering the work area through pumping or gravity flow, and cleanly returned to the stream below the work area. Flow diversions shall be done in a manner that shall prevent pollution and/or siltation and provides flows to downstream reaches.
- iii. The Permittee shall remove any turbid water and sediment present in the work area prior to restoring water flow through the project site, and place them in a location where they cannot enter the Waters of the State.

2.4 Foothill Yellow-legged Frog Protection Measures:

- a) Watercourse crossing construction/reconstruction shall not occur at road work points, where free water is present in the watercourse, unless a visual encounter survey is conducted for all life-stages of FYLF by a qualified individual (knowledgeable with all life stages of FYLF (and similar species) for three pool/riffle/run segments (and not less than 100 feet) above and below the watercourse crossing, and no more than two weeks prior to crossing construction/reconstruction work at such sites.
- b) 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.
- c) If FYLF are present, operations at these locations shall not occur unless consultation with CDFW is completed to develop site-specific mitigation measures to amend into the THP, or the Timberland owner receives an Incidental Take Permit for FYLF.

2.5 Fill material, native or otherwise, shall not be placed within a stream except as specified in this Agreement. Any fill material used in the stream shall be placed and/or removed in such a manner that it shall not discharge sediment or cause siltation in the stream.

- 2.6 All heavy equipment that will be entering the stream shall be cleaned of materials deleterious to aquatic life including oil, grease, hydraulic fluid, soil and other debris. Cleaning of equipment shall take place outside of the Watercourse and Lake Protection Zone (WLPZ) and prior to entering the water.
- 2.7 Adequate and effective erosion and siltation control measures shall be used to prevent sediment or turbid or silt-laden water from entering streams. Where needed, the Permittee shall use native vegetation or other treatments including jute netting, straw wattles, and geotextiles to protect and stabilize soils. Geotextiles, fiber rolls, and other erosion control treatments shall not contain plastic mesh netting.
- 2.8 All bare mineral soil outside of the stream channel exposed in conjunction with drafting activities shall be treated for erosion prior to the onset of precipitation capable of generating run-off or the end of the yearly work period, whichever comes first. Treatment shall include the seeding and mulching of all bare mineral soil with at least 2 inches straw mulch and native plants or regionally appropriate seeds, or sterile varieties or short-lived non-native annuals that are known not to persist or spread such as cereal cover crops [i.e., barley (*Hordeum vulgare*), buckwheat (*Fagopyron esculentum*), oats (*Avena sativa*), rye (*Secale cereale*), wheat (*Triticum aestivum*)] to avoid the propagation of non-native (invasive) plants and minimize competition with native vegetation. Annual (Italian) ryegrass (*Festuca perennis*) shall not be used.
- 2.9 Encroachments and associated approaches, structures, fills, and other exposed soils shall be armored as needed to protect the stream channel and banks from erosion. Armoring shall be comprised of rock riprap, large woody debris (LWD), or other non-polluting materials and shall be constructed to remain in place during periods of high flow events.
- 2.10 Encroachments shall be constructed, deconstructed, and maintained in a manner that minimizes to the extent feasible headcutting or downcutting of the stream channel by installing grade control such as riprap, woody debris, or through other effective measures.
- 2.11 Road approaches to all encroachments shall be treated to eliminate the generation and transport of sediment to streams. Treatment locations shall include, but not be limited to, road surfaces, fill faces, cut banks, and road drainage ditches. Road approaches and other work shall be left in a finished condition with all hydrologic connectivity from the road or ditch to the site eliminated as feasible and effective erosion control in place prior to any rainfall event capable of generating runoff. Effective erosion control shall extend away from the crossing to at least the first waterbreak.
- 2.12 Disturbance or removal of vegetation shall not exceed the minimum necessary to complete operations. Any trees felled in encroachment road approaches pursuant to this condition shall be left on site as large wood.
- 2.13 All LWD excavated during crossing construction or deconstruction shall be used on site for streambed and bank stabilization or erosion control. LWD shall be sufficiently anchored or keyed-in to resist movement during high flows and placed in a manner that prevents undercutting of streambanks.

- 2.14 The Permittee shall provide site maintenance including, but not limited to, re-applying erosion control to minimize surface erosion and ensure streambeds and banks remain sufficiently armored and/or stable at the encroachment.
- 2.15 Structures and associated materials not designed to withstand high seasonal flows shall be removed to areas above the ordinary high water mark before such flows occur or the end of the yearly work period, whichever comes first.
- 2.16 Refueling of equipment and vehicles and storing, adding or draining lubricants, coolants or hydraulic fluids shall not take place within WLPZs or within stream beds, banks or channels. All such fluids and containers shall be disposed of properly. Heavy equipment including water drafting trucks parked within WLPZs or streambeds, banks or channels shall use drip pans or other devices (i.e., absorbent blankets, sheet barriers or other materials) as needed to prevent soil and water contamination.
- 2.17 Debris, soil, silt, sand, bark, slash, sawdust, rubbish, cement or concrete washings, oil or petroleum products, or other organic or earthen material from any logging, construction, or associated activity of whatever nature shall not be allowed to enter into or be placed where it may be washed by rainfall or runoff into Waters of the State. When operations are completed, any excess materials or debris shall be removed from the work area. Rubbish shall not be deposited within 150 feet of the high water mark of any stream.

CONDITIONS FOR REMOVAL OF CROSSINGS

- 2.18 When stream crossings and fills are removed, all fill shall be excavated down to the original stream channel and outwards, horizontally, as wide as or wider than the natural channel to form a channel as close as feasible to the natural stream grade and alignment. The restored stream bank slopes shall not be steeper than a 2:1 slope (horizontal: vertical) or original ground. Restored slopes shall be stabilized to prevent slumping and to minimize soil erosion that could lead to sediment deposition into Waters of the State.
- 2.19 Sites previously not fully excavated shall be completely excavated when crossings are deconstructed. Adjacent potentially unstable road or landing fill that can enter a stream shall also be excavated when crossings are deconstructed.
- 2.20 Excess sediment depositions in the stream channels at, and within 100 feet above the crossing, shall be excavated, or stabilized with riprap if excavation is infeasible, when crossing fills are excavated.
- 2.21 All excavated fill shall be placed in stable areas where it cannot enter or erode into a stream.

CONDITIONS for WATER DRAFTING

- 2.22 Limitations and restrictions of drafting conditions apply to each individual drafting site. All THPs using a drafting site shall comply individually and collectively with limitations and restrictions in this Agreement.

- 2.23 Drafted water shall only be used for the purposes of dust abatement; road maintenance; road and stream crossing construction, reconstruction, deconstruction, upgrading and decommissioning; prescribed fuel reduction burning; and pesticide mixing.
- 2.24 (Hiatt) shall not grant permission to other parties to use water drafting sites or water drafted under this Agreement for purposes other than Hiatt THPs without first consulting CDFW and amending this Agreement. Such permission shall assure that conditions to which Hiatt must adhere are followed individually and collectively by all parties using the site.
- 2.25 Water may be drafted year-round, however prior to initial drafting in each calendar year or a change of the licensed timber operator (LTO) responsible for field operations, a pre-operational meeting shall take place between the RPF and the LTO. The meeting shall take place at a representative sample of drafting sites, including all drafting sites with unique, site-specific conditions. The LTO shall inform all water truck operators of their responsibilities under this Agreement.
- 2.26 Water may be drafted year round from Class II watercourses. From October 15 to May 1, drafting method from Class II watercourses shall occur via gravity feed. Water drafting from Class I watercourses is permitted after May 1 and before October 15.
- 2.27 For any instream work for intakes or approaches that was not described in the notification project description, Hiatt shall notify CDFW and obtain an amendment to this Agreement if necessary prior to doing this work.
- 2.28 Drafting by more than one truck shall not occur simultaneously at the same site.
- 2.29 All water drafting vehicles shall be checked daily and shall be repaired as necessary to prevent leaks of deleterious materials from entering the Watercourse and Lake Protection Zone or stream.
- 2.30 Pesticide mix trucks shall not directly draft water from a stream or pond. Pesticide shall not be mixed where runoff may enter a stream or hydrologically-connected drainage facility.
- 2.31 Water truck operators drafting water from within or downstream of a known sudden oak death syndrome infestation area shall disinfect water in trucks and shall disinfect truck water tanks before leaving the area. Disinfection shall be accomplished by using 1 gallon of Ultra Clorox Bleach® (or similar) per 1000 gallons of drafted water (i.e., a solution equivalent to 50 parts per million chlorine). The water truck shall be filled to capacity and then driven for 5 minutes to allow the bleach-water mixture enough contact time to allow for complete mixing and disinfection prior to using or disposing of water from the truck. Following disinfection, the bleach-water mixture shall be disposed of by spreading on a bare mineral surface area (i.e., a rocked or native-surface road surface) at least 100 feet from any lake, stream or riparian area, at a rate that will ensure rapid absorption and/or evaporation. Bleach-water mixture shall not be allowed to come in contact with water in a stream, lake, or pond, or riparian or wetland vegetation.

- 2.32 At the end of drafting operations each season, intakes shall be removed from the channel and flood prone area. Intakes shall then be plugged, capped, or otherwise blocked using a shut-off valve during the winter period.
- 2.33 If CDFW determines water drafting from a site is, or may result in, significant adverse impacts to sensitive resources, drafting operations shall cease until a site-specific plan to reduce the impacts is developed and this Agreement is amended to include these measures.
- 2.34 Each calendar year, every active drafting site shall have a temperature and source flow measurement taken within the 7 days preceding the first drafting activity at each site. Information from this measurement (i.e., date of measurement, time, drafting site location, Agreement No., stream temperature and flow data), shall be provided to CDFW by email with MEN included in the subject line (CTP@wildlife.ca.gov) or by phone (707) 445-5902 or by fax (707) 441-2021 prior to beginning drafting.

2.35 Procedures for Class II Ponds

In addition to the General Water Drafting Procedures, the following shall apply to water drafting from Class II ponds.

- a) Intakes shall be at least 6 inches above the bottom of the pond and away from submerged vegetation, where practicable. Where not practicable, intakes shall maximize these clearances.
- b) Screens and intakes shall be inspected weekly, kept in good repair, and kept clean and free of accumulated algae, leaves, or other debris or obstructions.
- c) Water drafting intake screens shall:
 - i. Be designed so that approach velocity is no more than 0.1 feet per second;
 - ii. Have at least 7.8 square feet of wetted, unobstructed screen for a diversion rate of 350 gallons per minute (gpm); and
 - iii. Be constructed of wire mesh, perforated plate, or pipe with at least 27 percent open area. Round openings in the screen shall not exceed 3/32 inch (2.38 millimeters) in diameter. Slotted openings shall not exceed 1/16 inch (1.75 mm) horizontally (providing a maximum diagonal opening of 3/32 inch).
- d) Diversion flows shall not exceed 350 gpm.
- e) Drafting from Class II ponds hydrologically connected to watercourses (including subsurface flow) shall not reduce residual pool maximum width or depth by more than 50%.
- f) Benchmarks shall be placed in the pond to identify the draw-down threshold of 50% for the purpose of signifying to the pump truck operator and inspectors to terminate water diversions. Benchmarks shall be maintained as necessary while actively drafting.
- g) Pond bottoms and bank excavation/enlargement activities shall occur only after

July 1.

h) At each documented red-legged frog breeding site:

- i. Water shall not be drafted when red-legged frog egg masses are present.
- ii. Vegetation management shall be limited to
 - A. No more than 50% of the pond's perimeter,
 - B. After July 1 within any calendar year, and
 - C. No more frequently than once every three years.

- 2.36 If CDFW determines water drafting from a site is, or may result in, significant adverse impacts to sensitive resources, drafting operations shall cease until a site-specific plan to reduce the impacts is developed and this Agreement is amended to include these measures.
- 2.37 Each calendar year, every active drafting site shall have a temperature and source flow measurement taken within the 7 days preceding the first drafting activity at each site. Information from this measurement (i.e., date of measurement, time, drafting site location, Agreement No., stream temperature and flow data), shall be provided to CDFW by email with MEN included in the subject line (CTP@wildlife.ca.gov) or by phone (707) 445-5902 or by fax (707) 441-2021 prior to beginning drafting.

CONTACTS

For the purpose of contacting CDFW as specified in this agreement, the permittee shall send an email with MEN included in the subject line to CTP@wildlife.ca.gov and may contact any CDFW Coastal Timber Conservation Planning staff by email using the address protocol firstname.lastname@wildlife.ca.gov or phone.

LIABILITY

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

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

SUSPENSION AND REVOCATION

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

Before CDFW suspends or revokes the Agreement, it shall provide Permittee written notice by certified or registered mail that it intends to suspend or revoke. The notice shall state the reason(s) for the proposed suspension or revocation, provide Permittee an opportunity to correct any deficiency before CDFW suspends or revokes the Agreement, and include

instructions to Permittee, if necessary, including but not limited to a directive to immediately cease the specific activity or activities that caused CDFW to issue the notice.

ENFORCEMENT

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

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

OTHER LEGAL OBLIGATIONS

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

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

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

AMENDMENT

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

Permittee may amend the Agreement at any time during its term, provided the amendment is mutually agreed to in writing by CDFW and Permittee. To request an amendment, Permittee shall submit to CDFW a completed CDFW "Request to Amend Lake or Streambed Alteration" form.

TRANSFER AND ASSIGNMENT

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

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

EXTENSIONS

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

If Permittee fails to submit a request to extend the Agreement prior to its expiration, Permittee must submit a new notification.

EFFECTIVE DATE

The Agreement becomes effective on the date of CDFW's signature, which shall be: 1) after Permittee's signature; and 2) after CDFW complies with all applicable requirements under CEQA.

TERM

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

EXHIBITS

No exhibits.

RECEIVED

APR 11 2019

CDFW - EUREKA

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

PROJECT APPLICANT

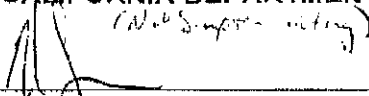


Charles Hiatt

04/08/2019

Date

FOR CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE


(Not Supervising)

Jon Hendrix
Senior Environmental Scientist (Supervisory)
California Department of Fish and Wildlife

4/16/19
Date

Prepared by: Adam Hutchins
Environmental Scientist
March 22, 2019

**CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
CALIFORNIA ENVIRONMENTAL QUALITY ACT FINDINGS FOR
LAKE OR STREAMBED ALTERATION AGREEMENT No. 1600-2018-0540-R1**

Introduction

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

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

Timber Harvesting Plans (THPs) and Nonindustrial Timber Management Plans (NTMPs) are documents prepared according to a certified state regulatory program and they substitute for a Negative Declaration or an Environmental Impact Report, pursuant to Guidelines sections 15251 and 15252. As the Lead Agency for THPs and NTMPs, the California Department of Forestry and Fire Protection (CAL FIRE) approved THP 1-18-090 MEN on March 11, 2019. CAL FIRE found that the THP will not result in significant environmental effects with the mitigation measures required in, or incorporated into the THP.

The California Department of Fish and Wildlife (CDFW) is entering into a lake or streambed alteration agreement (Agreement) with Charles Hiatt. The activities to be completed according to the Agreement are located approximately 8 miles west of Ukiah in Mendocino County on Low Gap Creek and its un-named tributaries. The project is located in Section(s) 14, Township 15N, Range 14W Mt. Diablo Base and Meridian, in the Orrs Springs Bailey Ridge U.S. Geological Survey 7.5-minute quadrangle(s).

Because CDFW is issuing the Agreement, it is a Responsible Agency under CEQA. As a CEQA-Responsible Agency, CDFW is required by Guidelines Section 15096 to review a THP or NTMP approved by the Lead Agency that includes the activities addressed in the Agreement and to make a finding that the Agreement's activities will not cause significant, adverse environmental effects. However, when considering alternatives and mitigation measures approved by the Lead Agency, a Responsible Agency is more limited than the Lead Agency. When issuing the Agreement, CDFW is responsible only for ensuring that the direct or indirect environmental effects of activities addressed in the Agreement are adequately mitigated or avoided. Consequently, the findings adopted or independently made by CDFW with respect to an Agreement's activities are more limited than the findings of the Lead Agency funding, approving, or carrying out the activities addressed in a THP or NTMP.

Findings

CDFW has considered the THP approved by CAL FIRE that is named above. CDFW has independently concluded that the Agreement should be issued under the terms and conditions specified therein. In this regard, CDFW hereby adopts the findings of CAL FIRE as set forth in the THP insofar as they pertain to the impacts on biological resources from the activities addressed in the Agreement.

Signature: _____

(Nick Hendrix)

Date: _____

7/16/19

Jon Hendrix, Senior Environmental Scientist (Supervisory)
Northern Region, California Department of Fish and Wildlife