



COUNTY OF LAKE
COMMUNITY DEVELOPMENT DEPARTMENT
Courthouse - 255 N. Forbes Street
Lakeport, California 95453
Telephone 707/263-2382 FAX 707/263-2225

RECEIVED

MAR 4 2019

LAKE COUNTY COMMUNITY
DEVELOPMENT DEPT.

**NUISANCE ABATEMENT HEARING REQUEST FORM
TO BOARD OF SUPERVISORS**

Pursuant to Section 13-7 of the Lake County Code

Date Request for Hearing Form Submitted: MARCH 4, 2019
Site Address: 2422 GARDNER RD
Assessor's Parcel Number: ~~134~~ 031-134-57
Property Owner's Name: RYKER WILLIAM SCHENCK
Mailing Address: P.O. BOX 132
Phone #: 707 978-9218

Tenant's or Representative's Name (If applicable) N/A.
Mailing Address: _____ Phone #: _____

Reason(s) why the property should not be considered a public nuisance: (Attach extra sheets if necessary)

MY FISH & WILDLIFE PERMIT NO. 1600-2018-0308-22
COLLATERALLY ESTOPS CODE ENFORCEMENT
FROM IMPOSING AN ABATEMENT NOTICE.
I PLAN ON OBTAINING PERMIT BY HAVE
BEEN DENIED BY FIRST. THE RIVER FIRE
THAN VANDALIZING NEIGHBORS CAUSED
A COURT MEDIATION CASE # 418890

[Signature]

Signature

FOR OFFICE USE ONLY

Case Number: _____

Date Received: _____

Received By: _____



California Natural Resources Agency
DEPARTMENT OF FISH AND WILDLIFE
North Central Region
1701 Nimbus Road, Suite A
Rancho Cordova, CA 95670-4599
916-358-2900
www.wildlife.ca.gov

EDMUND G. BROWN, Jr., Governor
CHARLTON H. BONHAM, Director



NOV 08 2018

Date

Ryker Schenck
P.O. 732
Nice, CA 95464

Final Streambed Alteration Agreement
Notification No. 1600-2018-0308-R2
Unnamed Tributary to Clear Lake; Schenck Residence Project

Dear Mr. Schenck:

Enclosed is the final Streambed Alteration Agreement (Agreement) for the Schenck Residence Project (Project). Before the California Department of Fish and Wildlife (CDFW) may issue an Agreement, it must comply with the California Environmental Quality Act (CEQA). In this case, CDFW determined your Project is exempt from CEQA and filed a Notice of Exemption (NOE) on the same date it signed the Agreement.

Under CEQA, the filing of an NOE triggers a 35-day statute of limitations period during which an interested party may challenge the filing agency's approval of the Project. You may begin the Project before the statute of limitations expires if you have obtained all necessary local, state, and federal permits or other authorizations. However, if you elect to do so, it will be at your own risk.

If you have any questions regarding this letter, please contact Kelsey Vella, Environmental Scientist at (916) 358-4315 or by email at kelsey.vella@wildlife.ca.gov.

Sincerely,

sd
Jeff Drongesen
Environmental Program Manager

ec: Kelsey Vella, Environmental Scientist
kelsey.vella@wildlife.ca.gov

1 Ryker William Schenck

2 P.O. Box 732

3 Nice, Ca. 95464

4 Owner/2922 Gardner Road

5 Nice , Ca. 95464

6 In Re: Notice of Abatement

7 Case No.19-0030 AP# 031-134-57

8 SUPERIOR COURT OF CALIFORNIA

9 COUNTY OF LAKE

10 IN RE

11 RYKER WILLIAM SCHENCK

12) CASE No. CIV 1800105

13 Plaintiff

14) DEMURRER OF RYKER W. SCHENCK

15 Vs.

16) TO STRIKE AND DISMISS ABATEMENT

17) RE: COLLATERAL ESTOPPEL

18 COUNTY OF LAKE

19) PRE-PERMIT WORK

20 TO WHOM IT MAY CONCERN THE LAKE COUNTY:

21 Comes here now:

22 Ryker William Schenck respectfully requests that the Planning Commission,
23 Lake County Code Enforcement , along with the County Sherriff's Department withdraw it's
24 Current Nuisance and Abatement Notice on grounds of Collateral Estoppel.
25

26 On November 8, 2018: The Department of Fish and Wildlife; North Central Region,
27 1701 Nimbus Road, Suite A Rancho Cordova, Ca. 95670-4599 916 358-2900, issued
28

PLEADING TITLE - 1



1 A permit of Final Streambed Alteration Agreement Notification No. 1600-2018-0308-R-2
2 For the RYKER WILLIAM SCHENCK RESIDENCE (Permittee) located at 2922 Gardner Rd.,
3 in Nice, Ca. 95464.

4 In addition to the permit, the Department of Fish and Wildlife also ISSUED AN NOTICE
5 EXEMPTION FOR THE SAID PROPERTY, EASING ALL PREVIOUS CONTINGENCIES.

6 I, Ryker William Schenck, fully intend to approach and submit complete plans but was
7 first delayed by the River Fire, then further delayed by Lot Line Dispute, vandalism of
8 my fence and survey markers by Neighbor , William Thornberry and his family.

9 The Thornberry's, mainly Dawn Thornberry , William's Wife reported a nuisance
10 Complaint against Schenck and had been hostile towards him since Schenck bought the
11 Property. The irony is that the Thornberrys' were camping and using the parcel without
12 authorization or permission from the previous Owner's.

13 In any event, Owner is waiting on funding owed to him and will file the necessary permits
14 Within 4-8 weeks. I need to make some minor plan changes and obtain a Engineers' Stamp.
15 ABOUT THE OWNER: I, Ryker William Schenck, is from Ross, California, which is located in
16 Marin County. I have been in the Construction Industry working as a Carpenter then a
17 Foundation and Framing Contractor for 43 years, and Licensed for over 35 years.
18 Schenck is the Son of Michael Schenck, who taught Carpentry for the Union at the College of
19 Marin in the seventies. Ryker Schenck has been building super-custom homes in Marin, San
20 Francisco, San Diego, Manhattan Beach and Kauai, Hawaii.

21 I had Family in Lake County who were named Jim and Hazel Gaffney, who had a Walnut
22 Orchard on Matthews Road, in Finley. Jim was a Nautical Engineer and built Warships for the
23

1 US Military, Aunt Hazel Gaffney, worked as a Judges Secretary here in lakeport. Their son,
2 Ritchie Gaffney was the Game Warden in Lake County for many years.

3 I plan to use the residence as my primary residence during my retirement and a place to
4 recover from pending surgeries
5

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10 **Ryker William Schenck**

11 **Plaintiff**
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California Natural Resources Agency
DEPARTMENT OF FISH AND WILDLIFE
North Central Region
1701 Nimbus Road, Suite A
Rancho Cordova, CA 95670-4599
916-358-2900
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EDMUND G. BROWN, Jr., Governor
CHARLTON H. BONHAM, Director



NOV 08 2018

Date

Ryker Schenck
P.O. 732
Nice, CA 95464

**Final Streambed Alteration Agreement
Notification No. 1600-2018-0308-R2
Unnamed Tributary to Clear Lake; Schenck Residence Project**

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Under CEQA, the filing of an NOE triggers a 35-day statute of limitations period during which an interested party may challenge the filing agency's approval of the Project. You may begin the Project before the statute of limitations expires if you have obtained all necessary local, state, and federal permits or other authorizations. However, if you elect to do so, it will be at your own risk.

If you have any questions regarding this letter, please contact Kelsey Vella, Environmental Scientist at (916) 358-4315 or by email at kelsey.vella@wildlife.ca.gov.

Sincerely,

sd
Jeff Drongesen
Environmental Program Manager

ec: Kelsey Vella, Environmental Scientist
kelsey.vella@wildlife.ca.gov

NOA 0 8 3016

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
NORTH CENTRAL REGION
1701 NIMBUS ROAD, SUITE A
RANCHO CORDOVA, CA 95670



STREAMBED ALTERATION AGREEMENT
NOTIFICATION No. 1600-2018-0308-R2
UNNAMED STREAM, TRIBUTARY TO CLEAR LAKE

RYKER SCHENCK
SCHENCK RESIDENCE

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

RECITALS

WHEREAS, pursuant to Fish and Game Code section 1602, Permittee notified CDFW on October 15, 2018 that Permittee intends to complete the project described herein.

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

WHEREAS, Permittee has reviewed this 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 this Agreement.

PROJECT LOCATION

The project is located on an unnamed tributary to Clear Lake, at 2922 Gardner Road, in the town of Nice, in the County of Lake, State of California; Latitude 39.131148, Longitude -122.854799; Township 15N, Range 9W, Section 22 of the Bartlett Mountain 7.5 minute quadrangle map, Mt. Diablo Base and meridian.

Exhibit A shows the project location.

PROJECT DESCRIPTION

The project is limited to widening the unnamed tributary, installing a concrete wingwall where the stream enters a 12-inch culvert, and installing a bridge over the stream to access the location of the future home site. approximately 100 feet of stream will be widened roughly 1-2 feet by hand, using a shovel. The stream will then be lined with hemp landscaping fabric and rock. The bridge will be clear span measuring approximately 12 feet by 30 feet.

PROJECT IMPACTS

Existing fish or wildlife resources the project could substantially adversely affect include: fish species, amphibians, and other aquatic and terrestrial plant and wildlife species.

The adverse effects the project could have on the fish or wildlife resources identified above include: disturbance from project activity; and temporary impediment to movement of terrestrial species.

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 this Agreement, any extensions and amendments to this 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 this Agreement and any extensions and amendments to this 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 this Agreement might conflict with a provision imposed on the project by another local, state, or federal agency. In that event, CDFW shall contact Permittee to resolve any conflict.
- 1.4 Project Site Entry. Permittee agrees that CDFW personnel may enter the project site at any time to verify compliance with this Agreement.
- 1.5 No Trespass. To the extent that any provisions of this Agreement provide for activities that require the Permittee to traverse another owner's property, such provisions are agreed to with the understanding that the Permittee possesses the legal right to so traverse. In the absence of such right, any such provision is void.
- 1.6 Notification of Project Modification. The Permittee agrees to notify CDFW of any modifications made to the project plans submitted to CDFW.
- 1.7 Change of Conditions and Need to Cease Operations. If conditions arise, or change, in such a manner as to be considered deleterious to the stream or wildlife, operations shall cease until corrective measures approved by CDFW are taken.

- 1.8 Does Not Authorize "Take." This Agreement does not authorize "take" of any California Endangered Species Act (CESA) listed species. Take is defined in Fish and Game Code section 86, as hunt, pursue, catch, capture or kill or attempt to hunt, pursue, catch, capture, or kill. If there is potential for take of any listed species to occur, Permittee shall consult with CDFW as outlined in Fish and Game Code section 2050 et seq.

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 Work Period in Low Rainfall / Dry Weather Only. The work period for project related activity shall be restricted to periods of low rainfall (less than ¼-inch per 24 hour period) and periods of dry weather (with less than a 50% chance of rain). Permittee shall monitor the National Weather Service (NWS) 72-hour forecast for the project area. No work shall occur during a dry-out period of 24 hours after the above referenced wet weather. Weather forecasts shall be provided upon request by the CDFW. *All erosion control measures shall be initiated prior to all storm events. Revegetation, restoration and erosion control work is not confined to this work period.*

Biological Resources

- 2.2 Leave Wildlife Unharmd. If any wildlife is encountered during the course of construction, said wildlife shall be allowed to leave the construction area unharmed.
- 2.3 Special-Status Species encountered during work. If the Permittee encounters any special-status species during project activities, work shall be suspended, CDFW notified, and conservation measures shall be developed in agreement with CDFW prior to re-initiating the activity. If during project activities, the Permittee encounters any species listed pursuant to the California Endangered Species Act (CESA), work shall be suspended, and CDFW notified. Work may not re-initiate until the Permittee has consulted with CDFW and can demonstrate compliance with CESA.
- 2.4 Nesting Bird Survey. If project-related activities are scheduled during the nesting season (typically February 1 to August 31), a focused survey for nests shall be conducted by a qualified biologist within three (3) days prior to the beginning of project-related activities. The qualified biologist shall survey the area within a 500 foot radius around the project area. The results of the survey shall be made available upon request. If an active nest is found, the Permittee shall consult with CDFW regarding appropriate action to comply with the Fish and Game Code. If a lapse in project-related work of fifteen (15) days or longer occurs, another focused survey, and if nests are found, consultation with CDFW will be required before project work can be reinitiated.

It is the Permittee's responsibility to comply with Fish and Game Code Sections

3503, 3503.5, and 3513, regardless of the time of year. This Agreement does not authorize take of birds, their nests, or their eggs.

- 2.5 **Invasive Species**. Permittee shall conduct project activities in a manner that prevents the introduction, transfer, and spread of aquatic, riparian, and terrestrial invasive species, including plants, animals, and microbes (e.g., algae, fungi, parasites, mussels, and bacteria), from one work site and/or water body to another. Prior to entering the project area, Permittee shall inspect equipment for invasive species and, if any signs of invasive species are found, the equipment shall be cleaned to remove those species. All visible soil/mud, plant materials, and animal remnants on equipment will be removed prior to entering and exiting the work site and/or between each use in different water bodies. Permittee shall notify CDFW immediately if an invasive species not previously known to occur within the work site is discovered during work activities by contacting CDFW's Invasive Species Program by email at Invasives@wildlife.ca.gov.

Erosion Control/Stabilization

- 2.6 **Erosion Control**. Permittee shall actively implement best management practices (BMPs) to minimize turbidity and siltation and prevent erosion and the discharge of sediment where it may pass into Waters of the State (Water Code 13050 (e)), the stream bed, bank, or channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, or associated habitat during project activities. Precautions shall include, but are not limited to: pre-construction planning to identify site specific turbidity and siltation minimization measures; best management erosion control practices during project activity; and settling, filtering, or otherwise treating silty and turbid water prior to discharge into a stream or storm drain. This may require the placement of silt fencing, coir logs coir rolls, straw bale dikes, or other siltation barriers so that silt and/or other deleterious materials are not allowed to pass to downstream reaches.
- 2.6.1 **Monitoring**. BMPs shall be monitored daily and repaired if necessary to ensure maximum erosion and sediment control.
- 2.6.2 **Materials**. All fiber rolls, straw wattles, and/or hay bales utilized within and adjacent to the project site shall be free of non-native plant materials. Fiber rolls or erosion control mesh shall be made of loose-weave mesh that is not fused at the intersections of the weave, such as jute, or coconut (coir) fiber, or other products without welded weaves. Products with plastic monofilament or cross joints in the netting that are bound/stitched (such as found in straw wattles/fiber rolls and some erosion control blankets), which may cause entrapment of wildlife, shall not be allowed.
- 2.6.3 **Implementation**. Passage of sediment beyond the sediment barrier(s) is prohibited. If any sediment barrier fails to retain sediment, corrective measures shall be taken. The sediment barrier(s) shall be maintained in good operating condition throughout the construction period and the following rainy season. Maintenance includes, but is not limited to,

removal of accumulated silt and/or replacement of damaged silt fencing, coir logs, coir rolls, and/or straw bale dikes. Upon the CDFW's determination that turbidity/siltation levels resulting from project-related activities constitute a threat to aquatic life, activities associated with the turbidity/siltation shall be halted until effective CDFW-approved control devices are installed or abatement procedures are initiated.

Avoid/Minimize Effects of Equipment

- 2.7 **Heavy Equipment.** No heavy equipment shall operate, or any excavation take place, in Waters of the State (Water Code 13050 (e)), the stream bed, bank, or channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, or associated habitat. Any equipment or vehicles driven and/or operated shall be checked and maintained daily to prevent leaks of materials that could be deleterious to aquatic and terrestrial life or riparian habitat. If maintenance or refueling of vehicles or equipment must occur on-site, use a designated area and/or a secondary containment, located away from drainage courses to prevent the runoff of storm water and the runoff of spills. Place drip pans or absorbent materials under vehicles and equipment when not in use. Equipment shall be stored in areas that any possible contamination from the equipment would not pass into Waters of the State (Water Code 13050 (e)), the stream bed, bank, or channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, or associated habitat.
- 2.8 **Building Material Storage.** Project building material and/or construction equipment shall not be placed where materials could pass into Waters of the State (Water Code 13050 (e)), the stream bed, bank, or channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, or associated habitat, or where they may cover aquatic or riparian vegetation.
- 2.9 **Equipment Maintenance and Fueling.** No equipment maintenance or fueling shall be done where petroleum products or other pollutants from the equipment may pass into Waters of the State (Water Code 13050 (e)), the stream bed, bank, or channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, or associated habitat.
- 2.10 **Staging and Storage Areas.** Staging and storage areas for equipment, materials, fuels, lubricants, and solvents shall be located more than one hundred (100) feet from Waters of the State (Water Code 13050 (e)), the stream bed, bank, or channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, or associated habitat, unless otherwise approved by CDFW in writing. All equipment and fuel stored on site shall be properly contained and protected from rain.

Debris Materials and Waste

- 2.11 **Removal of Debris, Materials and Rubbish.** Permittee shall remove all project generated debris, building materials and rubbish from the project area following completion of project activities.

3. Reporting Measures

Permittee shall meet each reporting requirement described below.

- 3.1 Notification of Project Initiation. The Permittee shall notify the CDFW two (2) working days prior to beginning work for each construction season. Notification shall be submitted as instructed in Contact Information section below. Email submittal is preferred.
- 3.2 Notification of Project Completion. Upon completion of the project activities described in this Agreement, the project activities shall be digitally photographed. Photographs shall be submitted to CDFW within fifteen (15) days of project completion. Photographs and project completion notification shall be submitted as instructed in Contact Information section below. Email submittal is preferred.
- 3.3 Notification to the California Natural Diversity Database. If any special-status species are observed during project implementation, the Permittee shall submit the California Natural Diversity Data Base (CNDDDB) Online Field Survey Form electronically at <https://www.wildlife.ca.gov/data/CNDDDB/submitting-data> within five (5) working days of the sightings, and provide a copy of the form, survey map and/or report to the CDFW's Regional office as instructed in Contact Information section below.

CONTACT INFORMATION

Any communication that Permittee or CDFW submits to the other shall be in writing and any communication or documentation shall be delivered to the address below by U.S. mail, fax, or email, or to such other address as Permittee or CDFW specifies by written notice to the other.

To Permittee:

Ryker Schenck
P.O. 732
Nice, CA 95464
Phone: (707) 978-9218
Email: ryker23@outlook.com

To CDFW:

Department of Fish and Wildlife
North Central Region
1701 Nimbus Road, Suite A
Rancho Cordova, CA 95670
Attn: Lake and Streambed Alteration Program
Notification #1600-2018-0308-R2
Phone: (916) 358-2885
Fax: (916) 358-2912

Email: R2LSA@wildlife.ca.gov

LIABILITY

Permittee shall be solely liable for any violations of this 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 this 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 this 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 this Agreement.

Before CDFW suspends or revokes this 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 this 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 this Agreement precludes CDFW from pursuing an enforcement action against Permittee instead of, or in addition to, suspending or revoking this Agreement.

Nothing in this 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, 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. 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 the Fish and Game Code including, but not limited to, Fish and Game Code 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 this 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 this 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 this 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 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 this 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 this 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 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 Fish and Game Code section 1605, subdivision (b), Permittee may request one extension of this Agreement, provided the request is made prior to the expiration of this 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 Fish and Game Code section 1605, subdivisions (b) through (e).

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

EFFECTIVE DATE

This Agreement becomes effective on the date of CDFW's signature, which shall be: 1) after Permittee's signature; 2) after CDFW complies with all applicable requirements under the California Environmental Quality Act (CEQA); and 3) after payment of the applicable Fish and Game Code section 711.4 filing fee listed at <https://www.wildlife.ca.gov/Conservation/CEQA/Fees>.

TERM

This Agreement shall **three (3) years** from the date signed by CDFW. All provisions in this 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 this Agreement expires or is terminated, as Fish and Game Code section 1605, subdivision (a)(2) requires.

EXHIBITS

The documents listed below are included as exhibits to this Agreement and incorporated herein by reference.

A. Exhibit A. Project Location

AUTHORITY

If the person signing this 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 this Agreement authorizes, Permittee may be subject to civil or criminal prosecution for failing to notify CDFW in accordance with Fish and Game Code section 1602.

CONCURRENCE

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

FOR PERMITTEE



Ryker Schenck




Date

FOR DEPARTMENT OF FISH AND WILDLIFE



X Jeff Drongesen
Environmental Program Manager



Date

Prepared by: Kelsey Vella
Environmental Scientist

Exhibit A: Project Location



among dealers in the type of goods sold. A sale of more goods than apparently necessary to be offered to ensure satisfaction of the obligation is not commercially reasonable, except in cases covered by the preceding sentence.

(b) A warehouse may enforce its lien on goods, other than goods stored by a merchant in the course of its business, only if the following requirements are satisfied:

(1) All persons known to claim an interest in the goods must be notified.

(2) The notification must include an itemized statement of the claim, a description of the goods subject to the lien, a demand for payment within a specified time not less than 10 days after receipt of the notification, and a conspicuous statement that unless the claim is paid within that time the goods will be advertised for sale and sold by auction at a specified time and place.

