



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](http://www.wildlife.ca.gov)

**GAVIN NEWSOM, Governor**  
**CHARLTON H. BONHAM, Director**



7/19/2021

Elli Hagoel  
SourzHVR Inc  
11650 High Valley Road  
Clearlake Oaks, CA 95423  
ellihagoel@gmail.com; tom@sourzfarms.com

Dear Mr. Hagoel:

**Final Lake or Streambed Alteration Agreement**  
**Notification No. EPIMS-LAK-21213-R2**  
**SourzHVR**

Enclosed is the final Lake or Streambed Alteration Agreement (Agreement) for the SourzHVR 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 acting as a responsible agency filed a Notice of Determination (NOD) within five working days of signing the Agreement. The NOD was based on information contained in the Mitigated Negative Declaration (MND) prepared by the lead agency.

Under CEQA, the filing of an NOD triggers a 30-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 Rose Sanchez, Environmental Scientist at (916) 932-3201 or by email at [rose.sanchez@wildlife.ca.gov](mailto:rose.sanchez@wildlife.ca.gov).

Sincerely,

DocuSigned by:  
A handwritten signature in blue ink that reads "Briana Seapy for".  
8C432C7F3E464A2...

Jennifer Garcia  
Environmental Program Manager

ec: Rose Sanchez, Environmental Scientist  
[rose.sanchez@wildlife.ca.gov](mailto:rose.sanchez@wildlife.ca.gov)

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



**STREAMBED ALTERATION AGREEMENT**  
EPIMS NOTIFICATION No. LAK-21213-R2  
UNNAMED TRIBUTARY TO SCHINDLER CREEK

ELLI HAGOEL  
SOURZHVR

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

**RECITALS**

WHEREAS, pursuant to Fish and Game Code section 1602, Permittee notified CDFW on July 2, 2021 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 at an unnamed tributary to Schindler Creek, in the County of Lake, State of California; Latitude -122.692374, Longitude 39.054919 (WGS 84 datum, decimal degrees); 11650 High Valley Road, Clearlake Oaks, CA 95423; Assessor's Parcel Number (APN) 006-004-070-000.

**Exhibit A** shows the Project Location and **Exhibit B** shows the Project Site Locations.

**PROJECT DESCRIPTION**

The project is limited to the filling of four existing unnamed drainages leading to Schindler Creek and the construction of a new drainage channel around three cannabis cultivation pads on the property. Project activities will entail restoring the bank of the unnamed tributary in two locations due to trenching activities, the decommissioning and reseedling of all low water crossings used to access the cultivation sites, and to reroute

water off the cultivation pads by establishing a new channel with connectivity to the unnamed tributary to Schindler Creek.

**Channel Construction.** Project activities entail the filling of existing drainages to an unnamed tributary to Schindler Creek on three cannabis cultivation pads and the construction of new drainages to route flow away from the cannabis cultivation sites. The new 6-foot wide by 1-foot deep swale features will be constructed upslope from the cultivation sites to help channelize water around the cultivation pads. Water will be routed around and underneath each pad using 24-inch culverts in various locations outlined in the finalized construction plans. The swales and culverts will re-establish connectivity with the unnamed tributary to Schindler Creek, and all culvert outlets will utilize Rock Slope Protection (RSP) to minimize flow velocity.

**Exhibit C** shows the Channel Construction Plans.

**Trenching.** Project activities entail the restoration of a stream channel at two locations along the unnamed tributary to Schindler Creek. The new potable water pipe will be relocated outside of the unnamed tributary channel by trenching through the dry tributary channel. The new pipe will be buried at least two feet below the bed of the channel and will connect to the existing water lines outside of the channel banks. The unnamed tributary will be restored by backfilling the trenches utilizing the substrate that was removed, re-compacting and contouring the disturbed portions of the tributary, and reseeding all disturbed areas that were impacted by trenching activities.

**Exhibit D** shows the Trenching Plans.

**Decommissioning of Low Water Crossings.** All low water crossings used to access the cultivation sites around the property will be decommissioned. Any disturbed areas due to vehicle traffic used to access the sites will be reseeded.

Construction activity will occur while streams are dry.

A variety of earthmoving equipment such as scrapers, excavators, backhoes, compactors, graders, and bulldozers will do most of the earthmoving work within the site. Water trucks, service trucks, and other typical construction vehicles will be present. Equipment staging will occur on the preexisting asphalted roads throughout the property.

## **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:

loss of foraging, nesting, and shelter habitat; disruption to wildlife; disturbance of nesting due to increased human activity, noise, and vibrations; direct mortality or injury to individual plants and animals caused by project activities; and impediment to migration of aquatic and terrestrial species during the project.

Introduction of sedimentation or other pollutants into the watercourse; short-term release of contaminants (e.g., incidental from project activities); loss of natural bed or bank; change in contour of bed, channel or bank; degradation of channel; loss of bank stability during the project; increase of bank erosion during the project; disturbance from project activity; diversion of flow water from, or around, activity site; and dewatering.

## **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 work with the 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. 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 and demonstrate compliance with CESA.
- 1.9 Limitations on Authorization of Water Use. This Agreement does not authorize any diversion, use, or storage of water unless already permitted by law. Permittee is responsible for obtaining all necessary water rights and maintaining compliance with the State Water Code and Title 23 California Code of Regulations as appropriate. Permittee shall store and use water in accordance with a valid water right, including any limitations on when water may be stored and used, the purpose for which it may be stored and used, and the location(s) where water may be stored and used. Information regarding water right registrations can be found at [https://www.waterboards.ca.gov/waterrights/water\\_issues/programs/registrations](https://www.waterboards.ca.gov/waterrights/water_issues/programs/registrations). Information about water right permits and applications can be found here: [https://www.waterboards.ca.gov/waterrights/water\\_issues/programs/applications](https://www.waterboards.ca.gov/waterrights/water_issues/programs/applications).

## 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. Project activities covered under this Agreement shall be confined to the period between June 1 and October 15 during the term of this Agreement. **Channel construction and trenching activities outlined in the Project Description shall be completed by October 15, 2021.** *Revegetation, restoration, and erosion control work is not confined to this time period.*
- 2.2 Work Period Modification. If Permittee needs more time to complete the project activity, the work may be permitted outside of the work period and extended on a day-to-day basis (or for some other set period of time) by CDFW (see Contact Information). Permittee shall submit a written request for a work period modification to CDFW. The work period modification request shall: 1) describe the extent of work already completed; 2) provide a schedule for activities to be conducted within the requested modification period; 3) detail the time required to complete each activity; and 4) provide photographs of current site conditions. Work period modifications are issued at the discretion of CDFW. CDFW will review the written request to work outside of the established work period. CDFW will have ten (10) business days to review the proposed work period variance. CDFW reserves the right to require additional measures to protect fish and wildlife resources as a condition for granting the modification.
- 2.3 Final Plan Submittal. Within 30 business days prior to the start of construction, Permittee shall submit 100% final plan designs for the project to CDFW for review. Final plan designs shall be submitted in digital file format (PDF) to CDFW identified

in the contact information section of this Agreement. Upon review of the 100% final plan designs, CDFW may implement new avoidance/minimization measures to protect fish and wildlife resources.

- 2.4 Work Period in Low Rainfall / Dry Weather Only. The work period within the unnamed tributary to Schindler Creek shall be restricted to periods of low rainfall (less than ¼-inch per 24-hour period) or 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.*
- 2.5 Vegetation Removal. Disturbance or removal of vegetation shall be kept to the minimum necessary to complete project related activities. Except for tree removal already described in the project description, no native trees with a trunk diameter at breast height (DBH) in excess of four (4) inches shall be removed or damaged without prior consultation and approval of a CDFW representative. Where native trees or woody riparian vegetation split into several trunks close to ground level, the DBH shall be measured for each trunk and calculated as one tree. Vegetation that will not be removed by the project shall be marked for protection and may only be trimmed with hand tools to the extent necessary to gain access to the work sites.

## **Biological Resources**

- 2.6 Leave Wildlife Unharmd. If any wildlife is encountered during the course of the project, said wildlife shall be allowed to leave the project area unharmed.
- 2.7 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 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.
- 2.8 Check for Wildlife in Pipes / Construction Materials. Permittee shall visually check all sections of pipe / construction materials for the presence of sheltering wildlife prior to the pipe sections being placed in the trench. Alternatively, pipe ends shall be capped while stored on site to prevent wildlife from entering. After attachment of the pipe sections to one another, whether in the trench or not, the exposed end(s) of the pipeline shall be capped at the end of each day during construction to prevent wildlife from entering and being trapped within the pipeline.

- 2.9 Avoid Wildlife Entrapment. All excavated locations, steep-walled holes, or trenches more than 6 inches deep will be provided with one or more escape ramps constructed of earth fill or wooden planks at the end of each workday or 30 minutes prior to sunset, whichever occurs first. All steep-walled holes or trenches will be inspected by the designated biologist each morning to ensure that no wildlife has become entrapped. All construction pipes, culverts, similar structures, construction equipment, and construction debris left overnight will be inspected for wildlife by the designated biologist.
- 2.10 Invasive Species. Permittee shall conduct project activities in a manner that prevents the introduction, transfer, and spread of aquatic, riparian, and terrestrial invasive species 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](mailto:Invasives@wildlife.ca.gov).

### **Revegetation and Restoration**

- 2.11 Seeding. Permittee shall restore all exposed/disturbed areas and access points within the project area, by seeding with a native seed mix of known genetic origin whose original stock seed was collected from Sierra Nevada, unless otherwise agreed upon with CDFW. Revegetation shall be completed in the fall before the start of the rainy season and as soon as possible after project activities.
- 2.12 Native Plant Materials. Revegetation shall include only local plant materials native to the project area, unless otherwise approved by CDFW in writing.
- 2.13 Prohibited Plant Species. Permittee shall not plant, seed or otherwise introduce invasive non-native plant species. Prohibited invasive non-native plant species include those identified in the California Invasive Pest Plant Council's database, which is accessible at: <http://www.cal-ipc.org>.

### **Erosion Control/Stabilization**

- 2.14 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 (Fish & G. Code § 89.1), the stream bed, bank, or channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, other sensitive habitat during project activities. Precautions shall include, but are not limited to: pre-project 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.

2.14.1 Monitoring. BMPs shall be monitored daily and repaired if necessary to ensure maximum erosion and sediment control.

2.14.2 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. Permittee shall remove and dispose of all temporary BMPs and any related material upon completion of project activities.

2.14.3 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.

2.15 Removal of Silt Barriers. The Permittee is responsible for the removal of non-biodegradable silt barriers (such as plastic silt fencing) after the disturbed areas have been stabilized with erosion control vegetation (usually after the first growing season).

2.16 Site Restoration. All areas and access points exposed or disturbed during project activities shall be restored using conditions as set forth in the *Revegetation and Restoration* section above. Seeded areas shall be covered with broadcast straw, mulch, and/or erosion control blankets.

2.17 Post Storm Event Inspection. After any storm event, Permittee shall inspect all sites scheduled to begin or continue construction within the next 72 hours. Corrective action for erosion and sedimentation shall be taken as needed. National Weather Service 72-hour weather forecasts shall be reviewed prior to the start of any phase of the project that may result in sediment runoff to the stream, and

construction plans adjusted to meet this requirement. The National Weather Service forecast can be found at: <http://www.nws.noaa.gov>.

- 2.18 Erosion Control Monitoring. Permittee or Designated Representative shall monitor erosion control measures during and after each storm event and repair and/or replace ineffective measures immediately.

### **Avoid/Minimize Effects of Equipment**

- 2.19 Heavy Equipment. No heavy equipment shall operate, or any excavation take place, in waters of the state (Fish & G. Code § 89.1), the stream bed, bank, or channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, other sensitive habitat.
- 2.20 Heavy Equipment Maintenance. 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, Permittee shall 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. Permittee shall 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 (Fish & G. Code § 89.1), the stream bed, bank, or channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, other sensitive habitat.
- 2.21 Minimize Vehicle Parking. Vehicles may enter and exit the work area as necessary for project activities, but shall not be parked overnight within ten (10) feet of the drip line of any trees; nor shall vehicles be parked where mechanical fluid leaks may potentially pass into waters of the state (Fish & G. Code § 89.1), the stream bed, bank, or channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, other sensitive habitat.
- 2.22 Building Material Storage. Project building material and/or project equipment shall not be placed where materials could pass into waters of the state (Fish & G. Code § 89.1), the stream bed, bank, or channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, other sensitive habitat, or where they may cover aquatic or riparian vegetation.
- 2.23 Decontamination of Project Equipment. Permittee shall decontaminate all tools, waders and boots, and other equipment that will enter the water prior to entering and exiting the project site to avoid the introduction and transfer of organisms. Permittee shall decontaminate project gear and equipment that will enter the water by utilizing one of three methods: drying, using a hot water soak, or freezing, as appropriate to the type of gear or equipment. For all methods, Permittee shall begin the decontamination process by thoroughly scrubbing personal equipment, paying close attention to small crevices such as boot laces, seams, net corners,

etc., with a stiff-bristled brush to remove all organisms. To decontaminate by drying, Permittee shall allow larger equipment to dry thoroughly (i.e., until there is a complete absence of water), preferably in the sun, for a minimum of 48 hours. To decontaminate using a hot water soak, Permittee shall immerse equipment in 140 degrees Fahrenheit or hotter water and soak for a minimum of 5 minutes. To decontaminate by freezing, Permittee shall place equipment in a freezer 32 degrees Fahrenheit or colder for a minimum of eight (8) hours. Repeat decontamination is required only if the equipment/clothing is removed from the site, used within a different waterbody, and returned to the project site.

- 2.24 Decontamination Sites. Permittee shall perform decontamination of vehicles, watercraft, and other project gear and equipment in a designated location where runoff can be contained and not allowed to pass into waters of the state (Fish & G. Code § 89.1), the stream bed, bank, or channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, other sensitive habitat.
- 2.25 Stationary Equipment Leaks. Stationary equipment such as motors, pumps, generators, and welders shall be positioned over drip pans and secondary containment, as necessary. Stationary equipment shall have suitable containment to handle any spill/leak. Equipment shall be stored in areas that any possible contamination from the equipment would not pass into waters of the state (Fish & G. Code § 89.1), the stream bed, bank, or channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, other sensitive habitat.
- 2.26 Equipment Maintenance and Fueling. No equipment maintenance or fueling shall take place where petroleum products or other pollutants from the equipment may pass into waters of the state (Fish & G. Code § 89.1), the stream bed, bank, or channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, other sensitive habitat.
- 2.27 Staging and Storage Areas. Staging and storage areas for equipment, materials, fuels, lubricants, and solvents shall be located more than 20 feet from waters of the state (Fish & G. Code § 89.1), the stream bed, bank, or channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, other sensitive 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**

- 2.28 Remove Structures. Project-related structures and associated materials not designed to withstand high water flows or placed in seasonally dry portions of a stream or lake that could be washed downstream or could be deleterious to aquatic life, wildlife, or riparian habitat shall be moved to areas outside the floodplain before such flows occur.
- 2.29 No Dumping. Permittee and all contractors, subcontractors, and employees shall not dump any litter or project debris on the project site.

- 2.30 Remove Temporary Flagging, Fencing, and Barriers. Permittee shall remove all temporary flagging, fencing, and/or barriers from the project area and vicinity immediately upon completion of project activities.
- 2.31 Wash Water. Water containing mud, silt, or other pollutants from equipment washing or other activities, shall not be allowed to enter sensitive areas, or placed in locations where it may pass into waters of the state (Fish & G. Code § 89.1), the stream bed, bank, or channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, other sensitive habitat.
- 2.32 Hazardous Materials. Debris, soil, silt, sand, rubbish, project waste, cement or concrete or washings thereof, asphalt, paint, oil or other petroleum products or any other substances which could be hazardous to aquatic life, or other organic or earthen material from project activities shall not be stored where it may pass into waters of the state (Fish & G. Code § 89.1), the stream bed, bank, or channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, other sensitive habitat. Staging and storage areas for equipment, materials, fuels, lubricants and solvents, shall be located more than 150 feet from the waters of the state, the stream bed, bank, or channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, other sensitive habitat, unless otherwise approved by CDFW in writing. Permittee shall ensure that all project areas have proper spill clean-up materials (absorbent pads, sealed containers, booms, etc.) to contain the movement of any spilled substances. All debris shall be disposed of properly. BMPs shall be employed to accomplish these requirements. CDFW shall be notified immediately by the Permittee of any spills and shall be consulted regarding cleanup procedures.
- 2.33 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.

## **Trenching**

- 2.34 Restore Banks and Channel Material. Permittee shall return stream channel as near as possible to pre-project conditions. The gradient of the streambed shall be returned to pre-project grade. With the exception of vegetation directly in the trench excavation area, vegetation within the stream which proves to be an obstruction to normal operations, should be trimmed only as pre-approved by CDFW.
- 2.35 Stockpile and Return Topsoil. Topsoil and excavated spoils within the stream channel during trenching activities shall be stockpiled and redistributed as close to its original location as possible over the construction area before revegetation procedures are undertaken.

## **Culverts and Rock Slope Protection**

- 2.36 Culverts Appropriately Sized and Designed. Storm drains lines/culverts and all appurtenant drainage features (e.g., drain inlets, grass lines swales, etc.) shall be adequately sized to capture and convey peak 100-year storm flows along with associated sediment and debris for the drainage to one outfall structure. The storm drain lines/culverts and the outfall structure shall be properly aligned within the stream and otherwise engineered, installed and maintained, to assure resistance to washout, and erosion of the stream bed, stream banks and/or fill. If necessary to prevent erosion, water velocity shall be dissipated at the outfall using rock slope protection.
- 2.37 Culverts Shall Be Kept Open. Permanent storm drain lines/culverts and all appurtenant drainage features shall be maintained and kept open year round. The Permittee is responsible for such maintenance as long as the storm drain lines/culverts and all appurtenant drainage features remain in the stream and/or reroute stream flows.
- 2.38 Rock Slope Protection. Un-grouted Rock Slope Protection (RSP) and energy dissipater materials shall consist of clean rock, competent for the application, sized and properly installed to resist washout. RSP slopes shall be supported with competent boulders keyed into a footing trench with a depth sufficient to properly seat the footing course boulders and prevent instability (typically at least 1/3 diameter of footing course boulders).
- 2.39 Clean Rocks. Only clean rocks and boulders shall be used for the project.

## **Concrete**

- 2.40 General Concrete Condition. No water contaminated with concrete shall be allowed to enter the streams or riparian areas. Any water contaminated with concrete shall be pumped into containment trucks and hauled off site. To prevent the release of materials that may be toxic to wildlife species, poured concrete shall be isolated from contact with water and allowed to dry/cure for a minimum of 15 days.
- 2.41 Isolate Wet Concrete from Stream. If any structure is cast in place, the area poured shall be completely bermed and isolated to contain all and any wet cement, even if water is not present. The berm may be made of sandbags or dirt, but it shall be lined with plastic to prevent any material from seeping past the berm. Permittee shall maintain the berm in place until the concrete is fully cured or is otherwise determined to present no danger of leaching high-pH compounds into a watercourse.
- 2.42 No Pouring in Advance of Rain. No concrete or any cement product may be poured if measurable rain is forecasted within three days. If any concrete is poured after November 1, or if measurable rain may fall three days after pouring, a quick cure ingredient shall be added to the concrete mix to ensure a faster set or drying time.

- 2.43 Primary Containment. The Permittee shall install the necessary containment structures to control the placement of wet concrete and to prevent it from entering into the channel outside of those structures.
- 2.44 Designated Monitor. At all times when Permittee is pouring or working with wet concrete there shall be a designated monitor to inspect the containment structures and ensure that no concrete or other debris enters into the channel outside of those structures.

### **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) business 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 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 (CNDDB) Online Field Survey Form electronically at <https://www.wildlife.ca.gov/data/CNDDB/submitting-data> within five (5) business 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:

Elli Hagoel  
11315 Treyburn Way  
San Diego, CA 92131-0000  
(908) 304-4918  
ellihagoel@gmail.com

Contact:

Thomas Armstrong  
15036 Oxnard Street  
Los Angeles, CA 91411  
(908) 304-4918  
tom@sourzfarms.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  
EPIMS Notification No. LAK-21213-R2  
Phone: (916) 358-2885  
Fax: (916) 358-2912  
Email: R2Cannabis@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 **expire five (5) 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.

- Exhibit A. Project Location
- Exhibit B. Project Site Locations
- Exhibit C. Channel Construction Plans
- Exhibit D. Trenching Plans

## **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**

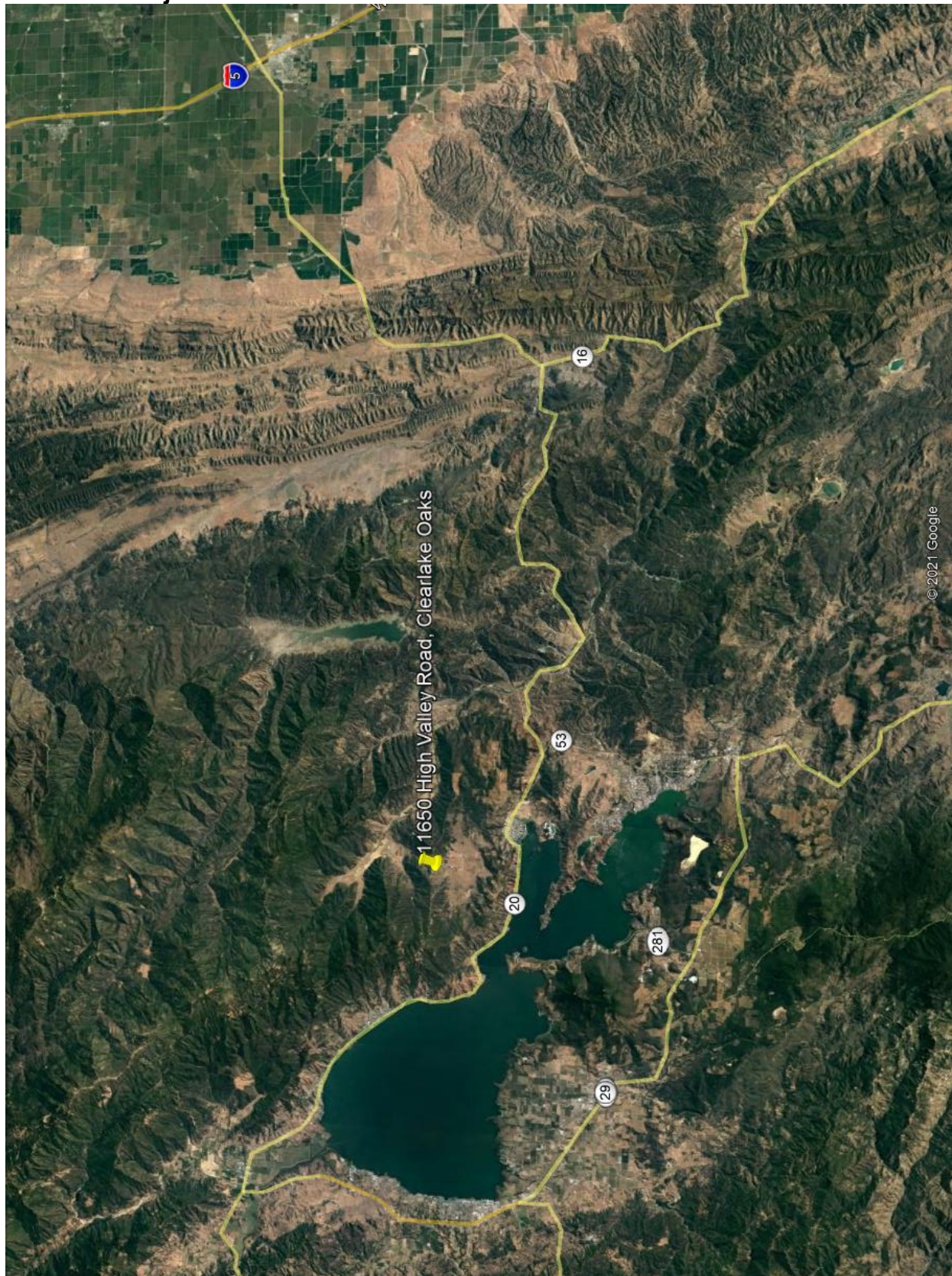
This Agreement authorizes only the project described herein. If Permittee begins or completes a project different from the project this Agreement authorizes, Permittee may be subject to civil or criminal prosecution for failing to notify CDFW in accordance with Fish and Game Code section 1602.

## **CONCURRENCE**

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.**

## Exhibit A: Project Location



## Exhibit B: Project Site Locations

