

Notification #54235
Streambed Alteration Agreement
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CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
NORTHERN REGION
601 LOCUST STREET
REDDING, CA, 96001



STREAMBED ALTERATION AGREEMENT

NOTIFICATION NO. 54235

Unnamed tributary to Patterson Creek, Patterson Creek, Crystal Creek,
tributaries to the Scott River

6 Encroachments

MR. CHRIS SWEENEY
SOUTH PATTERSON EMERGENCY, 2-24EM-00074-SIS

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (CDFW) and Wildcat Whiskey, LLC (Permittee) as represented by Mr. Chris Sweeney.

RECITALS

WHEREAS, pursuant to Fish and Game Code section 1602, Permittee notified CDFW on September 16, 2024 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 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 project is located on an unnamed tributary to Patterson Creek, Patterson Creek, and Crystal Creek, which are tributaries to the Scott River, in the Upper Patterson Creek (1105.420702) and Middle Kidder Creek (1105.420704) Planning Watersheds, in the County of Siskiyou, State of California; Township 42N, Range 10W sections 15, 22, 23, and 27 and Township 42N, Range 09W section 19; Mount Diablo base and meridian; U.S. Geological Survey 7.5-minute quadrangle map Etna.

PROJECT DESCRIPTION

The project is limited to six encroachments including water drafting from four existing water drafting sites, waterhole maintenance, installation of a new permanent vented rock-filled ford crossing, and installation and removal of one temporary Spittler tractor

road crossing as identified and described in the 1602 Notification of Lake and Streambed Alteration (Notification) and this Agreement (for encroachment locations see Exhibits 1 through 3 on Agreement pp. 17-19).

- **W1** (Class II): Water drafting from the existing off channel drafting site. Accumulated sediment may be excavated from the site to increase holding capacity.
- **W2** (Class II): Water drafting from the existing in stream drafting site.
- **W3** (Class II): Water drafting from the existing in stream drafting site. Excavation of approximately 4 cubic yards of material to increase the depth of the drafting site.
- **X1 Drafting** (Class II): Water drafting from existing in stream pools.
- **X1 Crossing** (Class II): Construction of a new permanent vented rock-filled ford crossing. A 48-inch diameter by 40 feet long corrugated metal pipe will be utilized. Rip rap will consist of 12-to-24-inch clean native rock and the road surface armor will be 3-to-6-inch clean native rock.
- **X2** (Class II): Installation and removal of a temporary Spittler crossing.

PROJECT IMPACTS

CDFW has determined that without implementation of the conditions contained within this Agreement, existing fish or wildlife resources the project could substantially adversely affect include, but is not limited to: coho salmon-southern Oregon/northern California Coast Evolutionarily Significant Unit (ESU) (*Oncorhynchus kisutch*, federal and state threatened), Chinook salmon-upper Klamath and Trinity Rivers ESU (*O. tshawytscha*, federal candidate and state threatened), steelhead-Klamath Mountains Province Distinct Population Segment (*O. mykiss irideus*, state species of special concern), other fish and other species dependent on aquatic and riparian habitats such as amphibians, reptiles, mammals, birds, and invertebrates.

The project could adversely affect the fish or wildlife resources identified above through short-term release of contaminants incidental from work activities (e.g., sediment, petroleum products, etc.), channel dewatering, and loss or decline of stream channel and riparian habitats. These effects may cause conditions that decrease instream quality, damage spawning and/or rearing habitats, impede the up and/or downstream migration of aquatic species, reduce the quality or quantity of aquatic and riparian breeding and foraging habitats, and disrupt the nesting and denning of terrestrial birds and other wildlife.

MEASURES TO PROTECT FISH AND WILDLIFE RESOURCES

1. Administrative Measures

Permittee shall meet each administrative requirement described below.

- 1.1 Documentation at Project Site. Permittee shall make the Agreement, any extensions and amendments to the Agreement, and all related notification

materials and California Environmental Quality Act (CEQA) documents, readily available at the project site at all times and shall be presented to CDFW personnel, or personnel from another state, federal, or local agency upon request.

- 1.2 Providing Agreement to Persons at Project Site. Permittee shall provide copies of the Agreement and any extensions and amendments to the Agreement to all persons who will be working on the project at the project site on behalf of Permittee, including but not limited to contractors, subcontractors, inspectors, and monitors.
- 1.3 Notification of Conflicting Provisions. Permittee shall notify CDFW if Permittee determines or learns that a provision in the Agreement might conflict with a provision imposed on the project by another local, state, or federal agency. In that event, CDFW shall contact Permittee to resolve any conflict.
- 1.4 Project Site Entry. Permittee agrees that CDFW personnel may enter the project site upon 24-hour notification to verify compliance with the Agreement.
- 1.5 Notification of Commencement and Completion of Work. At least two business days prior to the initiation of work at the sites listed in the Project Description, the Permittee shall contact CDFW representative Merissa Hanisko by email (merissa.hanisko@wildlife.ca.gov) to inform CDFW work is expected to commence. Information to be disclosed includes Agreement number and the anticipated start date. CDFW has two full business days from time of Permittee contact to respond. If the Permittee does not receive a response from CDFW at two business days, as initiated by Permittee's time of contact, the Permittee may initiate the work permitted by this Agreement. The Permittee shall contact CDFW within thirty days of completion of the work.
- 1.6 Project Accordance. Except where otherwise stipulated in this Agreement, all work shall be in accordance with the project description provided here-in as Agreement No. 54235 and descriptions of work provided in Notification No. 54235. This Agreement is associated with CalFire project 2-24EM-00074-SIS, approved on September 9, 2024.

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.

PROJECT TIMING

- 2.1 Timing for Crossing Work on Class II Watercourses. All work on the stream banks or within the stream channel shall be confined to periods of low or no water flow between **May 1 and October 15** for Class II watercourses. Temporary crossings or structures installed during these times shall be removed prior to October 15, or

within one week after the need for the crossing has ceased, whichever comes first. Exceptions to project timing are as follows: ***work may be conducted in or near the stream outside of the aforementioned work periods, provided adherence to all conditions in this Agreement and a) – g) below.***

- a) The Permittee shall obtain written approval (e.g., email) from CDFW prior to the commencement of work activities.
- b) The Permittee shall complete any unfinished encroachment work, including erosion control measures, within 24 hours of CDFW directing the Permittee to do so.
- c) Prior to any ground disturbing work at a project site, the Permittee shall stock-pile erosion control materials and have available to administer. 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 1 to 2 inches weed-free (if feasible) straw mulch with greater than 90% coverage. In addition to mulching, seeds may be applied. If used, seeds shall be native or regionally appropriate plants, 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. Applied seeds shall be free from seeds of noxious or invasive weed species. No annual (Italian) ryegrass [*Festuca perennis* (= *Lolium multiflorum*)] shall be used. Seeding shall be at a rate of 100 lbs/acre equivalent barley seed to ensure establishment.
- d) 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.
- e) 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.
- f) All crossing installation or removal work shall be completed in the shortest period feasible.

- g) When the National Weather Service forecast reports a "chance" (30% or more) of rain within 24 hours, and prior to weekend or other shutdown periods, the Permittee shall finish work underway at encroachment prior to sunset and refrain from starting any new work at encroachment prior to the rain event.

2.2 Timing for Crossing Installation and Removal Work. All crossing installation or removal work shall be completed in the shortest period feasible.

2.3 Removal of Obstructions. If a substantial threat to a facility exists, removal of obstructions and sediment shall be limited to the time periods specified in measure 2.1. If the obstructions and sediment would reasonably be expected to cause substantial damage to resources or cause the facility to fail, the Permittee may remove obstructions and sediment at any time.

GENERAL CONDITIONS for ALL ENCROACHMENTS

2.4 The Permittee shall ensure that all crossing facilities accommodate the estimated 100-year flow including sediment load and debris without diverting and are installed in accordance with submitted plans and diagrams.

2.5 The Permittee shall ensure that the installation of culverts or other structures is such that water flow is not impaired and upstream or downstream passage of fish and all aquatic species is assured at all times.

2.6 Vehicles shall not be driven, or equipment operated, in water covered portions of a stream 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.

2.7 All heavy equipment that will be entering the live 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.

2.8 Any equipment operated within or adjacent to the stream channel shall be checked and maintained daily to prevent leaks of materials that, if introduced to water, could be deleterious to aquatic life, wildlife, or riparian habitat. Stationary equipment such as motors, pumps, generators, and welders that contain deleterious materials, located within or adjacent to a stream shall be positioned over drip pans.

2.9 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.

- 2.10 When any activity is performed in or near a stream, absorbent materials designated for spill containment and clean-up shall be on-site for use in an accidental spill. In the event of a spill, the Permittee shall immediately notify the California Emergency Management Agency at 1-800-852-7550 and immediately initiate the clean-up activities. CDFW shall be notified by the Permittee and consulted regarding clean-up procedures.
- 2.11 No debris, soil, silt, sand, bark, slash, sawdust, rubbish, cement or concrete or washings thereof, asphalt, paint or other coating material, oil or petroleum products or other organic or earthen material from any logging, construction, or associated activity of whatever nature shall be allowed to enter into, or 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. Any fill material used shall be placed and/or removed in such a manner that it shall not cause direct sediment discharge or siltation in the stream.
- 2.12 The Permittee shall armor encroachments and associated structures, fills, and other exposed soils as needed to protect fill, abutments, and 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. When used on permanent culverts, armoring shall extend at least as high as the top of the culvert, and shall prevent bank erosion by extending a sufficient distance upstream and downstream along the banks.
- 2.13 Encroachments shall be constructed, deconstructed, decommissioned/abandoned, 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.
- 2.14 The disturbed portions of any stream channel and adjacent areas shall be restored to as near their original condition as possible.
- 2.15 Disturbance or removal of vegetation shall not exceed the minimum necessary to complete operations.
- 2.16 All non-merchantable LWD excavated during crossing construction, deconstruction or decommissioning shall be used on site for streambed and bank stabilization or erosion control. Woody debris shall not be incorporated into crossing fill.
- 2.17 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.
- 2.18 Erosion control measures shall be made available if encroachment work occurs when the National Weather Service forecast reports a "chance" (30% or more) of

rain within 24 hours. The Permittee shall deploy erosion control measures prior to rainfall.

- 2.19 To prevent the degradation of water quality, erosion control materials shall be applied in sufficient quantity prior to the onset of measurable precipitation with re-application as needed to avoid any visible increase in surface erosion or turbidity in any receiving streams. Permittee shall properly install and maintain sediment barriers (including but not limited to filter fabric fencing, fiber mats, weed-free (if feasible) rice straw or fiber wattles or rolls) capable of preventing downstream sedimentation/turbidity. Geotextiles, fiber rolls, and other erosion control treatments shall not contain plastic mesh netting. Said devices shall be cleaned of all trapped sediment as necessary to maintain proper function. Recovered sediment shall be disposed of where it shall not return to the Waters of the State. Said devices shall be completely removed from the channel, along with all temporary fills, upon completion of operations.
- 2.20 To maintain channel flow capacity and/or minimize bank erosion, sediment depositions in the stream channel above or below encroachments that have the potential to be washed downstream following work shall be excavated annually and disposed of in a location where they cannot enter into Waters of the State.
- 2.21 Soils adjacent to the stream channel that are exposed by project operations shall be adequately stabilized when rainfall is reasonably expected during construction, and immediately upon completion of construction, to prevent the mobilization of such sediment into the stream channels or adjacent wetlands. National Weather Service forecasts shall be monitored by the Permittee to determine the chance of precipitation.
- 2.22 All bare mineral soil outside of the stream channel exposed in conjunction with project 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. Restoration shall include the seeding and mulching of all bare mineral soil with at least 1 to 2 inches weed-free (if feasible) straw mulch with greater than 90% coverage. In addition to mulching, seeds may be applied. If used, seeds shall be native or regionally appropriate plants, 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. Applied seeds shall be free from seeds of noxious or invasive weed species. No annual (Italian) ryegrass [*Festuca perennis* (= *Lolium multiflorum*)] shall be used. Seeding shall be at a rate of 100 lbs/acre equivalent barley seed to ensure establishment.
- 2.23 Approaches to all encroachments shall be treated to minimize the generation and direct transport of sediment to streams. Treatment locations shall include, but not be limited to, road surfaces, fill faces, cut banks, and road drainage ditches.

- 2.24 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.
- 2.25 Upon Department 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 Department approved control devices are installed, or abatement procedures are initiated.
- 2.26 For permanent encroachments when water is present during construction:
- a) Cofferdams shall be temporarily installed to divert stream flow and isolate and dewater the work site, and to catch any sediment-laden water and minimize sediment transport downstream. Mineral soil shall not be used in the construction of cofferdams. Cofferdams shall be constructed of non-polluting materials including sand bags, rock, and/or plastic tarps. Water routed around the work site shall re-enter the channel below the annual high-water mark. All temporary materials used to construct cofferdams shall be removed from the channel upon completion of encroachment construction.
 - b) 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. Flow bypass shall continue for the entire time that the work is being conducted (i.e., 24 hours a day).
 - c) The Permittee shall remove turbid water and sediment present in the work area prior to restoring water flow through the project site, and place in a location where they cannot directly enter the Waters of the State.

CONDITIONS for TEMPORARY CROSSINGS

- 2.27 The Permittee shall remove structures and associated materials not designed to withstand high seasonal flows to areas above the high-water mark before such flows occur.
- 2.28 At all temporary crossings, logs, green slash, tops and/or weed-free (if feasible) straw bales shall be used as fill instead of earthen material to the maximum extent feasible.
- 2.29 In a live stream, temporary crossing fill shall only be composed of clean, durable, screened rock and a culvert or a combination of such rock, filter fabric, sound logs and green slash, and weed-free (if feasible) straw. These materials shall cause no siltation. Above this fill, a fractured rock or native soil cap may be installed to

provide a compacted road surface. The cap's thickness and soil content shall not exceed the minimum necessary to provide for adequate compaction. No soil from the cap shall come in contact with the stream channel.

- 2.30 Spittler and modified-Spittler type crossings may include a culvert to carry flows (when present) and include choked-logs to fill the channel, a six inch minimum weed-free (if feasible) straw layer, and a temporary running surface of local topfill or rock. Culverts shall be of sufficient size to accommodate the expected flow during the use period. Log fill crossings (Spittler) shall be constructed by laying choker cables or similar cables across stream channel, then placing pipe and/or sound logs in the channel bottom. The logs shall then be covered with filter fabric and/or weed-free (if feasible) straw mats or bales, and rock or a local topfill for road surfacing. The straw layer shall extend beyond the road fill surface to prevent fill from entering the logs and stream (i.e., the straw layer should be visible on the crossing edges after installation). If whole bales are used the twine shall be cut after installation of the bales to create a continuous straw layer. For removal of the temporary crossing, the topfill is scraped off, the logs removed as a unit by pulling the chokers, and loose soil removed from the crossing using mechanized equipment and/or hand tools, as necessary.
- 2.31 During temporary crossing deconstruction and removal activities, when stream crossings, stream channels, and fills are excavated, all materials 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.

CONDITIONS for VENTED ROCK-FILLED FORDS

- 2.32 Rock armor free of sediment and large enough to remain in place during 100-year flood flows shall be installed on the outer road bed/ ford fill, in the toe of the downstream fill, and upstream as needed to provide erosion control and maintain stream gradient following installation of the ford.
- 2.33 The Permittee shall construct fords in a manner that minimizes headcutting in the stream channel above the crossing or downcutting of the stream channel below the crossing.
- 2.34 The Permittee shall leave the channel and bank configurations of the disturbed areas of any ford site in stable condition, with a low flow channel returned as nearly as possible to its natural state.
- 2.35 All fords shall have a capped running surface of 4-inch minus rock for a distance of 15 feet on each of the crossing approaches.
- 2.36 No concrete fords or permanent "low-water crossings" may be constructed under the terms of this Agreement.

- 2.37 Vented rock-filled fords shall be constructed as permanent fords armored to withstand 100-year flows, to include a culvert adequate in size to accommodate estimated annual low flows without overtopping. The Permittee shall design, size, install and maintain vented rock-filled fords to prevent washout and erosion of the streambed, streambanks, fill, and culvert inlet and outlet. By the end of the work period each year, vented rock-filled fording sites shall be left in a condition capable of passing seasonally high and/or flood flows, including bedload and debris, without diverting or substantially downcutting or headcutting.
- 2.38 The culvert (vented portion of the rock armored ford) shall extend lengthwise completely beyond the toe of fill and shall be aligned with the stream channel and as wide as or wider than the channel width. The culvert shall be placed with the bottom set at or slightly below the natural streambed elevation to the maximum extent feasible.
- 2.39 The Permittee shall ensure basins are not constructed and channels are not widened at the culvert inlets of vented rock-filled ford crossings unless designed and approved as part of a waterhole facility.
- 2.40 The lowest point of the vented rock-filled ford (critical dip/ overflow channel) shall be placed above and parallel to the stream channel beneath it.
- 2.41 Sediment depositions in the stream channels at the inlets of the culvert shall be excavated and disposed of at a location and in a manner where sediment shall not re-enter into the Waters of the State.

GENERAL CONDITIONS for WATER DRAFTING OPERATIONS

- 2.1 Water drafting associated with this Agreement must comply with any applicable Water Rights and limitations of any associated adjudicated system, including but not limited to compliance with any applicable Division of Water Rights curtailment.
- 2.2 Drafted water shall only be used for the purposes of dust abatement; road maintenance; and stream crossing or road construction.
- 2.3 Drafting by more than one truck shall not occur simultaneously at the same site.
- 2.4 All water drafting vehicles should be checked daily and shall be repaired as necessary to prevent leaks of deleterious materials from entering the stream and WLPZ.
- 2.5 Where overflow run-off from water trucks may enter the stream, effective erosion control devices shall be installed such as water bars, gravel berms, or hay bales.
- 2.6 Road approaches and truck pads shall be treated as necessary to prevent sediment production and delivery to a stream or waterhole. Approaches shall be armored with durable compacted gravel, rock, or comparable material, from the

edge of the watercourse out to 50 feet, or to the nearest water bar or point of hydrologic divide. The approaches shall be hydrologically disconnected to the maximum extent feasible and shall be maintained as necessary during use. Brow logs, hay bales, or large rocks shall be placed at the end of the truck pad where needed to prevent overland flow into the water source, and to limit truck access.

- 2.7 During water diversion pump intakes shall be fitted with screen made of woven mesh, perforated plate, wedge wire, or other durable fabric. The screen medium shall be able to withstand forces related to pumping and be of sufficient size to prevent impingement or entrainment of all life stages of aquatic vertebrates during drafting operations.
- 2.8 The diversion rate shall not exceed 200 gallons per minute.
- 2.9 Pump intakes shall rest above the bottom of the channel and away from submerged vegetation. Screens and intakes shall be kept in good repair, and kept clean and free of accumulated algae, leaves, or other debris or obstructions. Screens and intakes shall be inspected during site visits to monitor drafting rates.
- 2.10 When diverting water from any Class II stream, bypass flows downstream shall be maintained that ensure continuous surface flow in downstream reaches to keep aquatic organisms in downstream reaches in good condition.
- 2.11 Class II streams temporarily dammed to create a drafting pool shall provide passage for aquatic organisms in all life stages, generally by allowing water flow through rocks and limiting the dam height to one foot. Temporary dams and any associated non-native material shall be removed prior to October 15 each operating season.
- 2.12 Where Class II pond drafting sites are overflowing prior to drafting, the drafting site shall be allowed to sufficiently recharge prior to the next drafting activity.
- 2.13 At the end of drafting operations, and prior to October 15 of each drafting season, intakes shall be removed and drafting pipes plugged, capped, or otherwise blocked (e.g. with a valve shut-off) or removed from the active channel.

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 or email, or to such other address as Permittee or CDFW specifies by written notice to the other.

To Permittee:

Chris Sweeney
Wildcat Whiskey, LLC

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721 NW 9th Avenue, Suite 230
Portland, OR 97209
csweeney@efmi.com

To CDFW:

Department of Fish and Wildlife
Northern Region
601 Locust Street
Redding, California 96001
Attn: Lake and Streambed Alteration Program – John Galos
Notification #54235
john.galos@wildlife.ca.gov

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

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from complying with other applicable statutes in 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 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 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). Submit the form and fee to the CDFW regional office that serves the area where the project is located.

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.

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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 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). Submit the form and fee to the CDFW regional office that serves the area where the project is located.

EXTENSIONS

In accordance with Fish and Game Code section 1605, subdivision (b), Permittee may request one extension of the Agreement, provided the request is made prior to the expiration of the Agreement's term. To request an extension, Permittee shall submit to CDFW a completed CDFW "Request to Extend Lake or Streambed Alteration" form and include with the completed form payment of the extension fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5). CDFW shall process the extension request in accordance with Fish and Game Code section 1605, subdivisions (b) through (e).

If Permittee fails to submit a request to extend the Agreement prior to its expiration, Permittee must submit a new notification and notification fee before beginning or continuing the project the Agreement covers (Fish & G. Code § 1605, subd. (f)). Submit the form and fee to the CDFW regional office that serves the area where the project is located.

EFFECTIVE DATE

The 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 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 5 years from the CDFW signature date below, 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 Fish and Game Code section 1605, subdivision (a)(2) requires.

EXHIBITS

Figures of the encroachment sites are included as Exhibits 1 through 3 to the Agreement and are incorporated herein by reference.

AUTHORITY

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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 Fish and Game Code section 1602.

Notification #54235
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CONCURRENCE

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

FOR PERMITTEE


DocuSigned by:

9A0B669977474D0...

Mr. Chris Sweeney
Wildcat Whiskey, LLC

10/10/2024

Date

FOR DEPARTMENT OF FISH AND WILDLIFE

DocuSigned by:

47507114F4AB4F6...

Mr. John (Jamie) Galos
Senior Environmental Scientist (Supervisor)

10/10/2024

Date

Prepared by: Merissa Hanisko
Environmental Scientist
September 17, 2024, revised October 9, 2024, to update signatory

EXHIBIT 1: Figure of encroachments X1 and X2's locations adapted from Notification Number 54235.



T42N, R10W, Sec. 15, 22
USGS 7.5' Quad: Etna

South Patterson Emergency #1
Streambed Alteration Agreement Site Map for X1 and X2



Developed by JRC GIS Dept.

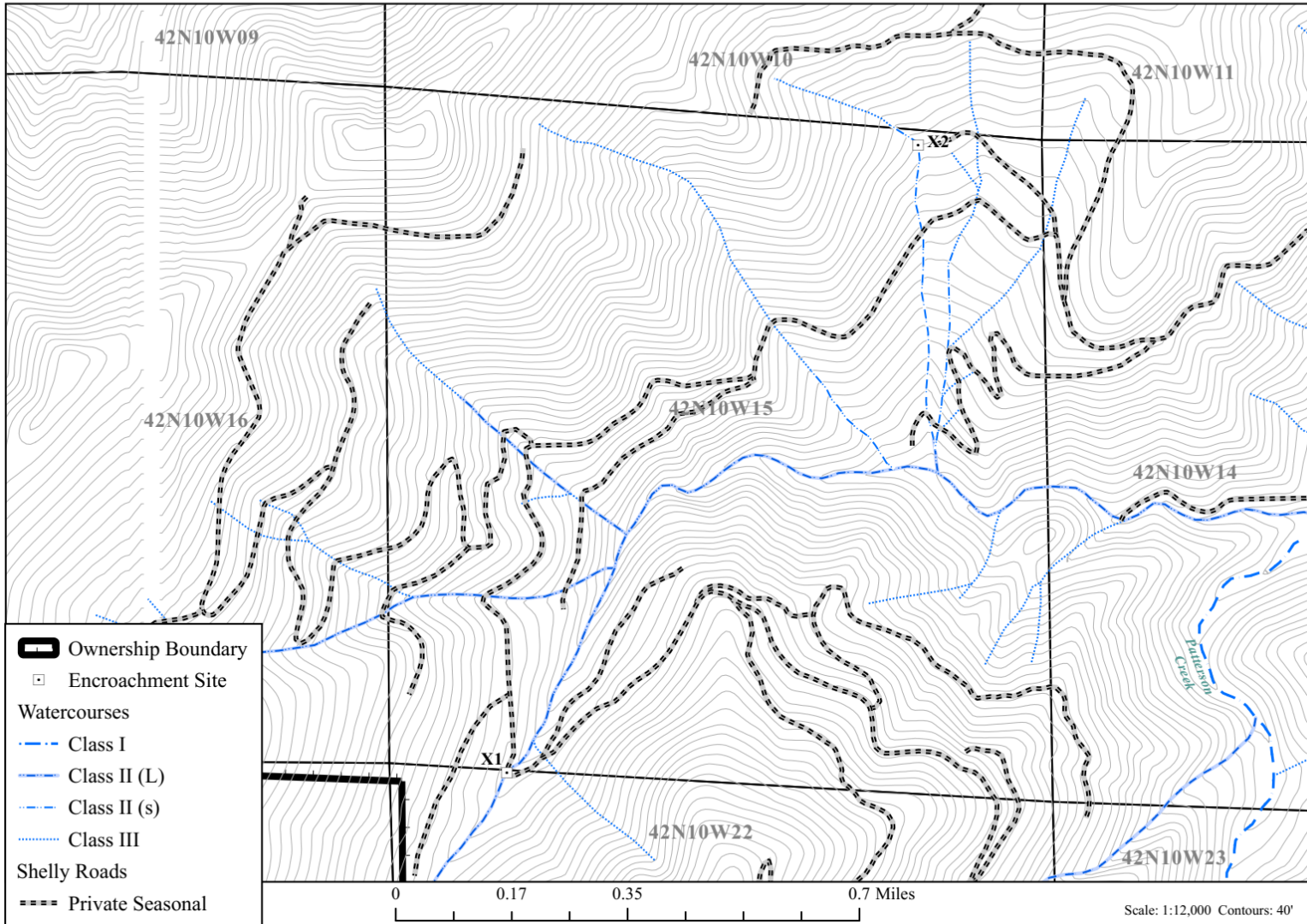
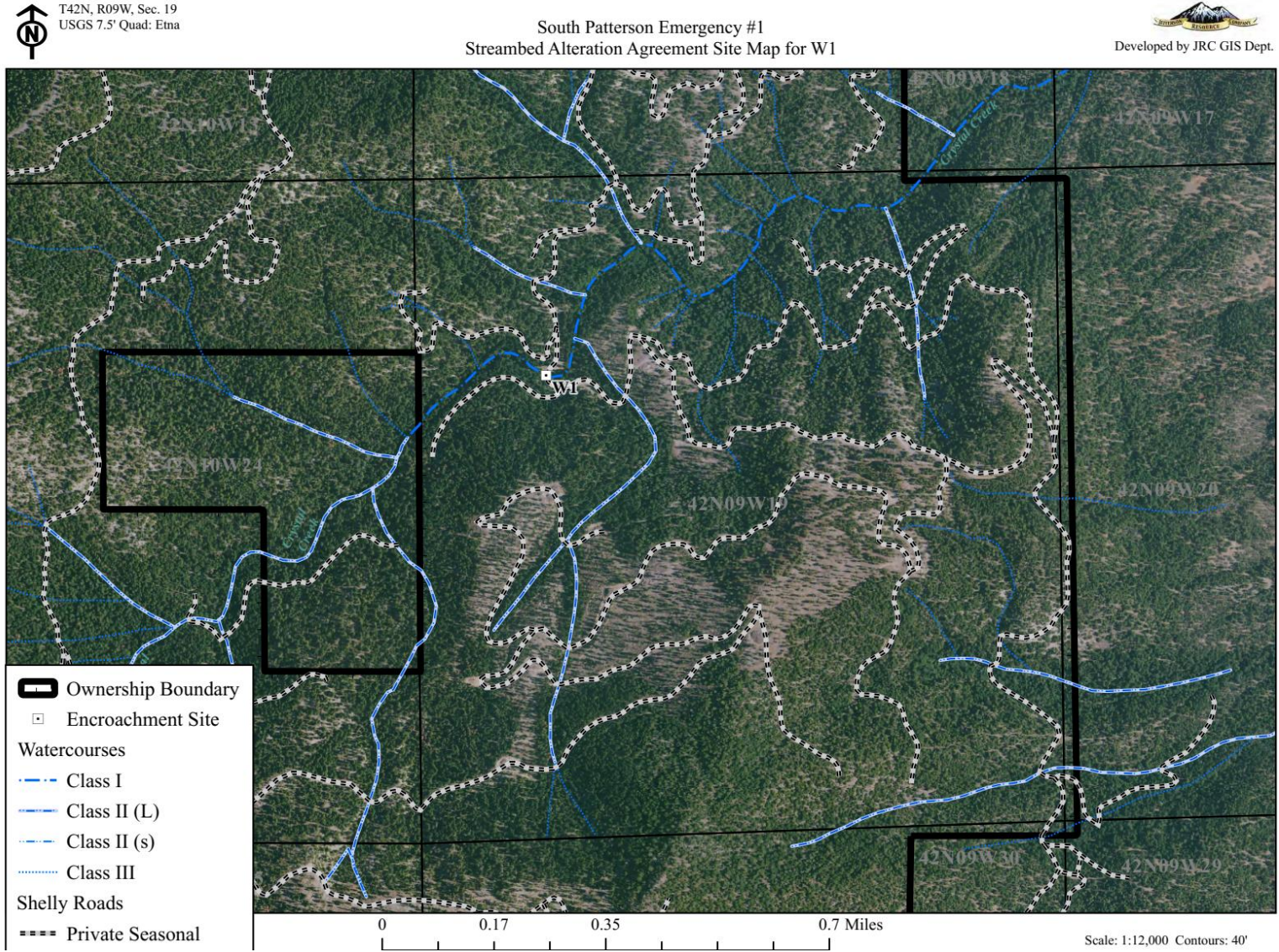


EXHIBIT 2: Figure of drafting site W1's location adapted from Notification Number 54235.



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EXHIBIT 3: Figure of drafting site W2 and W3's locations adapted from Notification Number 54235.



T42N, R10W, Sec. 23, 27
USGS 7.5' Quad: Etna

South Patterson Emergency #1
Streambed Alteration Agreement Site Map for W2 & W3



Developed by JRC GIS Dept.

