Docusign Envelope ID: AFA1DC03-5B76-457E-A722-F5468B188F7C

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

Streambed Alteration Agreement
Notification No. 60069
Unnamed tributaries to Jacoby Creek, Humboldt County

2 Encroachments
Applicant: Todd Truesdell
Property owner: Dallas Chapman
Associated Timber Harvesting Plan: 1-25-00072-HUM Chapman II THP

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

RECITALS

WHEREAS, pursuant to Fish and Game Code (FGC) section 1602, Permittee notified CDFW on May 14, 2025 that Permittee intends to complete the project described herein.

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

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

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

PROJECT LOCATION

The activities to be completed according to the Agreement are located 6 miles east of Eureka in Humboldt County in unnamed tributaries to Jacoby Creek, tributary to Humboldt Bay, tributary to the Pacific Ocean. The project is located in Section 23, Township 5N, Range 1E; Humboldt Base and Meridian, in the Arcata South, California, U.S. Geological Survey 7.5-minute quadrangle and Upper Jacoby Creek and Cloney Gulch planning watershed.

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PROJECT DESCRIPTION

The project proposes to install Class II and III temporary crossings (Table 1 for encroachment details).

Table 1: Streambed Alteration Agreement 60069 encroachment details.

Map Point	Watercourse classification	Encroachment description	Minimum culvert size (in)
10	II	Temporary Spittler Crossing	NA
35	III	Temporary Crossing	NA

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: pacific lamprey, coho salmon, steelhead, winter steelhead, rainbow trout, Chinook salmon, Foothill Yellow-legged frog, pacific tailed frog, western pond turtle (Fish and Game Code 45).

The adverse effects the project could have on the fish or wildlife resources identified above include: 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.

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.

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1.3 Notification of Conflicting Provisions: Permittee shall notify CDFW if Permittee determines or learns that a provision in the Agreement might conflict with a provision imposed on the project by another local, state, or federal agency. In that event, CDFW shall contact Permittee to resolve any conflict.

1.4 Minor Language Changes. CDFW reserves the right to authorize minor language revisions to this Agreement provided both CDFW and the Responsible Party concur with minor language changes and both initial and date changes on the respective documents belonging to both the Responsible Party and CDFW.

1.5 Project Site Entry: Permittee agrees that CDFW personnel may enter the project site at any time to verify compliance with the Agreement.

1.6 Project Accordance: Except where otherwise stipulated in this Agreement, all work shall be in accordance with the project description submitted with Notification No. 60069 and 1-25-00072-HUM approved by CAL FIRE on July 17, 2025.

1.7 Amendment of Agreement into the THP: Before any work covered by this Agreement is undertaken, this Agreement shall be amended into and made enforceable as part of the THP.

2. REPORTING AND NOTIFICATION MEASURES

2.1 CDFW Reporting Location: All reports shall be sent by email to (R1BInland.Timber@wildlife.ca.gov).

2.2 Notice of Beginning Work. The Permittee shall contact CDFW within the 7-day period preceding the beginning of work permitted by this Agreement. Information to be disclosed shall include Agreement number, (THP) number, and the anticipated start date.

2.3 Notice of Work Completion. The Permittee shall contact CDFW within 30 days of completion of the work permitted by this Agreement. Information to be disclosed shall include Agreement number and THP number.

2.4 Emergency Road Work: Permittee may remove obstructions and sediment at any time if the obstructions and sediment would reasonably be expected to cause substantial damage to resources or cause the facility to fail outside the time periods specified above. If heavy equipment is used, notify CDFW within 14 days after completing activity using the emergency work form (https://www.wildlife.ca.gov/Conservation/LSA/Forms).

3. PROJECT TIMING

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3.1 Timing for Work on Class II and III Watercourses: Permittee shall conduct the following activities only between June 1 and October 15: vegetation removal; bank stabilization; and maintenance, replacement, and installation of watercourse crossings. Temporary crossings installed during this time shall be removed prior to October 15.

3.2 Early and Late Season Work: The project may commence early between May 1 and May 31 or be extended late from October 15 to November 15, provided adherence to all conditions in this Agreement, and a-f below.

a) Written Approval: Permittee shall obtain written approval from CDFW prior to commencement of work activities.

b) CDFW Direction: Permittee shall complete any unfinished encroachment work, including erosion control measures, within 24 hours of CDFW directing the Responsible Party to do so.

c) Erosion Control: Prior to any ground disturbing work at a project site, Permittee shall stock-pile erosion control materials at the site. All bare mineral soil exposed in conjunction with crossing construction, deconstruction, maintenance, or repair, 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 packed slash or weed-free straw mulch in a mosaic of depths of ½ to 2 inches. If the site is seeded, a mix of native grasses common to the area shall be used, free from seeds of noxious or invasive weed species, and applied at a rate which will ensure establishment. No annual (Italian) ryegrass (*Lolium multiflorum*) shall be used.

d) Road Conditions: Road construction leading directly into or out of a proposed stream crossing shall only be performed when soils are sufficiently dry so that sediment is not discharged into streams.

e) Completion in 1 Day: All crossing installation or removal work at a given site shall be conducted in 1 day. If equipment breakdowns prevent completion of installation or removal in one day, work shall be completed in the shortest period feasible.

f) Weather Forecast Criteria: When a 7-day National Weather Service forecast of rain includes a minimum of 2 consecutive days of 50% or greater chance of precipitation, the Responsible Party shall finish work underway at encroachment and refrain from starting any new work at encroachment prior to the rain event.

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4. INSPECTIONS AND REPAIR WORK

4.1 Inspection Timing: All crossings appurtenant to proposed operations shall be inspected by Permittee at least once during the first spring following construction. The inspection shall ensure that crossings are functioning as designed, road approaches hydrologically disconnect the road prism from waters, and the fine sediment present on road approach surfaces is prevented from delivery to streams. Inspection results and follow-up repair measures shall be documented and provided to CDFW annually.

4.2 Repair Work: Permittee shall perform routine repair work that prevents diversion of water from a stream or ditch or helps maintain a stable operating surface within 50 feet of a crossing (e.g., repairing inboard ditches, cross drains, waterbars, road surface and fill, unblocking of culverts) as soon as possible, regardless of the time of year. Forest floor discharge sites below the outlets of drainage facilities on all roads within the plan area and appurtenant to proposed operations shall be inspected for evidence of sediment delivery to streams. If evidence of sediment delivery is present, additional measures shall be undertaken to reduce the discharge of sediment from the site.

5. GENERAL CONDITIONS FOR ALL ENCROACHMENTS

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

5.2 Heavy Equipment Cleaning: If heavy equipment is approved by CDFW for use in the stream at a particular site, equipment 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.

5.3 Heavy Equipment Fluids: Fueling 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 (e.g., absorbent blankets, sheet barriers or other materials) as needed to prevent soil and water contamination.

5.4 Cofferdams: In Class II and III watercourses, where flowing water is present during operations:

a) Purpose and Design: Cofferdams shall be installed to divert stream flow,

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isolate, and dewater the work site, catch any sediment-laden water, and minimize sediment transport downstream. Cofferdams shall be constructed of non-polluting materials including sandbags, rock, and/or plastic tarps. Mineral soil shall not be used in the construction of cofferdams.

b) Diversion: 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 provide flows to downstream reaches.

c) Turbid Water Disposal: Permittee shall remove any turbid water and sediment present in the work area prior to restoring water flow through the project site and place them in a location where they cannot enter the Waters of the State.

5.5 Fill Spoils: No fill material shall be placed within a stream except as specified in this Agreement.

5.6 FGC 5650: No debris, soil, silt, sand, bark, slash, sawdust, rubbish, cement or concrete washings, oil, or petroleum products, or other organic or earthen material from any logging, construction, or associated activity of whatever nature shall be allowed to enter into or be placed where it may be washed by rainfall or runoff into Waters of the State. When operations are completed, any excess materials or debris shall be removed from the work area. No rubbish shall be deposited within 150 feet of the high-water mark of any stream.

5.7 Erosion Control: Adequate and effective erosion and siltation control measures shall be used to prevent sediment or turbid or silt-laden water from entering streams at all times. Where needed, Permittee shall use native vegetation or other treatments including jute netting, straw wattles, and geotextiles to protect and stabilize soils. Geotextiles, fiber rolls, and other erosion control treatments shall not contain plastic mesh netting.

5.8 Bare Soil Treatment: All bare mineral soil outside of the stream channel and in the riparian area exposed in conjunction with road work and drafting activities shall be treated for erosion prior to the onset of precipitation capable of generating run-off or the end of the yearly work period, whichever comes first. Restoration shall include the seeding and mulching of all bare mineral soil with at least 2 to 4 inches straw mulch and native plants or regionally appropriate seeds, or sterile varieties or short-lived non-native annuals that are known not to persist or spread such as cereal cover crops [e.g. barley (*Hordeum vulgare*), buckwheat (*Fagopyron esculentum*), oats (*Avena sativa*), rye (*Secale cereale*), wheat (*Triticum aestivum*)] to avoid the propagation of non-native (invasive) plants and minimize competition with native vegetation. Annual (Italian) ryegrass (*Lolium multiflorum*) shall not be used.

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5.9 Permanent Crossings: Permanent watercourse encroachments and shall accommodate the 100-year flood flow plus associated sediment and debris.

5.10 Listed Amphibian Passage: All crossings shall be designed, constructed and maintained to pass any federally or state listed amphibians identified in the Project Impacts section of this agreement.

5.11 Fill Slopes and Cutbanks: Fill slopes and cutbanks shall be pulled to a maximum of 65% or to the natural slope occurring at the site. Fill slopes and cutbanks shall be stabilized where they cannot be pulled back to this slope.

5.12 Armoring: Encroachments and associated approaches, structures, fills, and other exposed soils shall be armored as needed to protect the stream channel and banks from erosion. Armoring shall be comprised of rock riprap, large woody debris (LWD), or other non-polluting materials and shall be constructed to remain in place during periods of high flow events. 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.

5.13 Grade Control: Encroachments shall be constructed, deconstructed, and maintained in a manner that minimizes to the extent feasible head cutting or downcutting of the stream channel by installing grade control such as riprap, woody debris, or through other effective measures.

5.14 Road Approaches: Approaches to all encroachments shall be treated to eliminate the generation and transport of sediment to streams. Treatment locations shall include, but not be limited to, road surfaces, fill faces, cut banks, and road drainage ditches. Road approaches and other work shall be left in a finished condition with all hydrologic connectivity from the road or ditch to the site eliminated as feasible and effective erosion control in place prior to any rainfall event capable of generating runoff. Effective erosion control shall extend away from the crossing to at least the first water break.

5.15 Diversion Potential: All crossings shall be constructed with critical dips to avoid diversion potential if culverts or fords become blocked during storm events.

5.16 Vegetation Removal: Disturbance or removal of vegetation shall not exceed the minimum necessary to complete operations.

5.17 Non-merchantable LWD: All non-merchantable LWD excavated during crossing construction or deconstruction shall be used on site for streambed and bank stabilization or erosion control. LWD shall be sufficiently anchored or keyed-in to resist movement during high flows and placed in a manner that prevents undercutting of streambanks plugging of culverts.

5.18 Temporary Structures: Structures and associated materials not designed to withstand high seasonal flows shall be removed to areas above the ordinary high-

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water mark before such flows occur or the end of the yearly work period, whichever comes first.

6. TEMPORARY CROSSINGS

6.1 No Restriction of Flow: Permittee shall ensure that a temporary crossing shall not restrict the flow of the live stream at the time of installation.

6.2 Fill for Class II and III Crossings: At all temporary Class II and Class III crossings, logs, green slash, tops and/or straw bales shall be used as fill instead of earthen material to the maximum extent feasible.

6.3 Temporary Crossing Deconstruction: 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.

6.4 Spittler Crossings: Permittee shall ensure that Spittler and modified Spittler-type crossings include a culvert to carry flows, choked-logs to fill the channel, a 6-inch minimum straw layer, and a temporary running surface of local earthen fill or rock.

a) Culverts shall be of sufficient size to accommodate the expected flow during the use period.

b) Log fill crossing (Spittler Type) shall be constructed by laying choker cables or similar cables across the stream channel, then placing pipe and/or sound logs in the channel bottom. The logs shall then be covered with filter fabric and/or straw mats, and rock or a local earthen fill used for road surfacing. For removal, the earthen fill shall be 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. The straw layer in temporary log fill crossings (Spittler Type) 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.

6.5 Ford Temporary Crossings: If surface flow is present at ford crossings, a CMP or PVC pipe of sufficient size to accommodate the flows present at time of use and covered with clean gravel may be used to facilitate temporary crossing of log trucks and equipment in the early season.

6.6 Restore Habitat Structures: Permittee shall restore or replace habitat structures (boulders and large woody debris) removed during temporary crossing installation in equal quantities after removing the crossing.

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7. DECONSTRUCTION AND ABANDONMENT

7.1 Crossing Removal: When stream crossings and fills are removed, all fills shall be excavated down to the original stream channel and outwards, horizontally, as wide as or wider than the natural channel to form a channel as close as feasible to the natural stream grade and alignment. The restored stream bank slopes shall be no steeper than a 2:1 slope (horizontal: vertical) or natural slope. Restored slopes shall be stabilized to prevent slumping and to minimize soil erosion that could lead to sediment deposition into Waters of the State.

7.2 Fill Disposal: All excavated fills shall be placed and stabilized/compacted in stable areas where it cannot enter or erode into a stream.

CONTACT INFORMATION

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

To Permittee:	To CDFW:
Todd Truesdell	Department of Fish and Wildlife
Todd.truesdell@hotmail.com	R1BInland.Timber@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.

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Before CDFW suspends or revokes the Agreement, it shall provide Permittee written notice by certified or registered mail that it intends to suspend or revoke. The notice shall state the reason(s) for the proposed suspension or revocation, provide Permittee an opportunity to correct any deficiency before CDFW suspends or revokes the Agreement, and include instructions to Permittee, if necessary, including but not limited to a directive to immediately cease the specific activity or activities that caused CDFW to issue the notice.

ENFORCEMENT

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

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

OTHER LEGAL OBLIGATIONS

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from obtaining any other permits or authorizations that might be required under other federal, state, or local laws or regulations before beginning the project or an activity related to it. 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 FGC including, but not limited to, FGC sections 2050 et seq. (threatened and endangered species under the California Endangered Species Act – CESA), 3503 (bird nests and eggs), 3503.5 (birds of prey), 5650 (water pollution), 5652 (refuse disposal into water), 5901 (fish passage), 5937 (sufficient water for fish), and 5948 (obstruction of stream).

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

AMENDMENT

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

Permittee may amend the Agreement at any time during its term, provided the amendment is mutually agreed to in writing by CDFW and Permittee. To request an amendment, Permittee

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shall submit to CDFW a completed CDFW “Request to Amend Lake or Streambed Alteration” form.

TRANSFER AND ASSIGNMENT

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

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

EXTENSIONS

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

If Permittee fails to submit a request to extend the Agreement prior to its expiration, Permittee must submit a new notification before beginning or continuing the project the Agreement covers (FGC § 1605, subd. (f)).

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 CEQA.

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 FGC section 1605 (a) (2) requires.

EXHIBITS

Maps of the encroachment sites are included as an exhibit to the Agreement and shall be incorporated herein by reference.

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AUTHORITY

If the person signing the Agreement (signatory) is doing so as a representative of Permittee, the signatory hereby acknowledges that he or she is doing so on Permittee's behalf and represents and warrants that he or she has the authority to legally bind Permittee to the provisions herein.

AUTHORIZATION

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

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CONCURRENCE

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

FOR: Dallas Chapman

Signed by:
Todd Truesdell
F00C0328F33C48F...

7/29/2025

Todd Truesdell

FOR: California Department of Fish and Wildlife

Signed by:
Rich Klug
BBB574D8EE29405...

7/31/2025

Richard Klug
Senior Environmental Scientist (Supervisory)
Timber Conservation Planning

Date

Prepared by: Kim Backes
Environmental Scientist
July 29, 2025

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Attachment A: Map

