



COUNTY OF MENDOCINO
DEPARTMENT OF PLANNING AND BUILDING SERVICES
860 NORTH BUSH STREET • UKIAH • CALIFORNIA • 95482
120 WEST FIR STREET • FT. BRAGG • CALIFORNIA • 95437

BRENT SCHULTZ, DIRECTOR
TELEPHONE: 707-234-6650
FAX: 707-463-5709
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FB FAX: 707-961-2427
pbs@mendocinocounty.org
www.mendocinocounty.org/pbs

May 2, 2019

Department of Transportation
Environmental Health - Ukiah
Building Inspection - Ukiah
Air Quality Management
Sonoma State University

CalFire – Prevention
CalFire – Resource Management
Department of Fish and Wildlife
Redwood Valley Water District
Redwood Valley – Calpella Fire District

Redwood Valley MAC
Cloverdale Rancheria
Redwood Valley Rancheria
Sherwood Valley Band of Pomo Indians

CASE#: AP_2019-0034

DATE FILED: 4/15/2019

OWNER: TALL TREE HOUSE SOCIETY, LLC.

APPLICANT/AGENT: CARSON EGGERDING

REQUEST: Administrative Permit for a 45 ft. setback reduction of a large mixed light cannabis cultivation site (Type 2B (10,000 sq. ft.); AG_2018-0388) of no more than 10,000 sq. ft. of canopy, and a nursery (Type 4 (22,000 sq. ft.) AG_2018-0135) of no more than 12,000 sq. ft. of canopy. At all times there will be no more than 10,000 sq. ft. of mature growth canopy and 12,000 sq. ft. of nursery canopy. The new setback will be 55 ft. from the northern property line.

LOCATION: 1.9± miles northwest of Redwood Valley town center, lying on the east side of West Road (CR 237), 0.4± miles east of its intersection with Mohawk Trail (CR 237G), located at 10401 West Rd., Redwood Valley (APN: 161-040-04).

ENVIRONMENTAL DETERMINATION: Categorically Exempt

SUPERVISORIAL DISTRICT: 1

STAFF PLANNER: MARK CLISER

RESPONSE DUE DATE: May 16, 2019

PROJECT INFORMATION CAN BE FOUND AT:

<https://www.mendocinocounty.org/government/planning-building-services/public-agency-referrals>

Mendocino County Planning & Building Services is soliciting your input, which will be used in staff analysis and forwarded to the appropriate public hearing. You are invited to comment on any aspect of the proposed project(s). Please convey any requirements or conditions your agency requires for project compliance to the project coordinator at the above address, or submit your comments by email to pbs@mendocinocounty.org. Please note the case number and name of the project coordinator with all correspondence to this department.

We have reviewed the above application and recommend the following (please check one):

- ☐ No comment at this time.
- ☐ Recommend conditional approval (attached).
- ☐ Applicant to submit additional information (attach items needed, or contact the applicant directly, copying Planning and Building Services in any correspondence you may have with the applicant)
- ☐ Recommend denial (Attach reasons for recommending denial).
- ☐ Recommend preparation of an Environmental Impact Report (attach reasons why an EIR should be required).
- ☐ Other comments (attach as necessary).

REVIEWED BY:

Signature _____ Department _____ Date _____

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APN/S: 161-040-04-00

PARCEL SIZE: 14± acres

GENERAL PLAN: AG40:
ZONING: AG:40

EXISTING USES: Residential; Cannabis

DISTRICT: Supervisorial District 4 (Brown)

RELATED CASES: BU_2019-0374 – BU_2019-0385 (Hoop Houses); BU_2019-0056 – BU_2019-0060 (Greenhouses); BU_2018-1845 (Demolition 13 Hoop Houses); BU_2018-1168 (30 X 60 New Metal Building); BU_2018-1803 (ADD ELECTRICAL 600 AMP TO BLDG D,E,G);

	ADJACENT GENERAL PLAN	ADJACENT ZONING	ADJACENT LOT SIZES	ADJACENT USES
NORTH:	AG40	AG40	30± acres	Agricultural
EAST:	AG40	AG40	33± acres	Agricultural
SOUTH:	AG40	AG40	36.44± acres	Agricultural
WEST:	RR5	RR5	1±; 1±; 4.1± acres	Residential

REFERRAL AGENCIES		
<u>LOCAL</u>		<u>TRIBAL</u>
<input checked="" type="checkbox"/> Air Quality Management District	<input checked="" type="checkbox"/> Redwood Valley Water District	<input checked="" type="checkbox"/> Cloverdale Rancheria
<input checked="" type="checkbox"/> Building Division Ukiah	<input checked="" type="checkbox"/> Sonoma State University	<input checked="" type="checkbox"/> Redwood Valley Rancheria
<input checked="" type="checkbox"/> Department of Transportation (DOT)	<u>STATE</u>	<input checked="" type="checkbox"/> Sherwood Valley Band of Pomo Indians
<input checked="" type="checkbox"/> Environmental Health (EH)	<input checked="" type="checkbox"/> CALFIRE (Land Use)	
<input checked="" type="checkbox"/> Redwood Valley - Calpe Fire District	<input checked="" type="checkbox"/> CALFIRE (Resource Management)	
<input checked="" type="checkbox"/> Redwood Valley MAC	<input checked="" type="checkbox"/> California Dept. of Fish & Wildlife	

ADDITIONAL INFORMATION:

STAFF PLANNER: MARK CLISER

DATE: 5/1/2019

ENVIRONMENTAL DATA

1. MAC:

GIS

Redwood Valley

2. FIRE HAZARD SEVERITY ZONE:

CALFIRE FRAP maps/GIS

3. FIRE RESPONSIBILITY AREA:

CALFIRE FRAP maps/GIS

Redwood Valley-Calpe / Calfire

4. FARMLAND CLASSIFICATION:

GIS

5. FLOOD ZONE CLASSIFICATION:

FEMA Flood Insurance Rate Maps (FIRM)

Zone X

6. COASTAL GROUNDWATER RESOURCE AREA:

Coastal Groundwater Study/GIS

7. SOIL CLASSIFICATION:

Mendocino County Soils Study Eastern/Western Part

Eastern Soil Types

8. PYGMY VEGETATION OR PYGMY CAPABLE SOIL:

LCP maps, Pygmy Soils Maps; GIS

9. WILLIAMSON ACT CONTRACT:

GIS/Mendocino County Assessor's Office

10. TIMBER PRODUCTION ZONE:

GIS

11. WETLANDS CLASSIFICATION:

GIS

12. EARTHQUAKE FAULT ZONE:

Earthquake Fault Zone Maps; GIS

13. AIRPORT LAND USE PLANNING AREA:

Airport Land Use Plan; GIS

14. SUPERFUND/BROWNFIELD/HAZMAT SITE:

GIS; General Plan 3-11

15. NATURAL DIVERSITY DATABASE:

CA Dept. of Fish & Wildlife Rarefind Database/GIS

Yes

16. STATE FOREST/PARK/RECREATION AREA ADJACENT:

GIS; General Plan 3-10

17. LANDSLIDE HAZARD:

Hazards and Landslides Map; GIS; Policy RM-61; General Plan 4-44

18. WATER EFFICIENT LANDSCAPE REQUIRED:

Policy RM-7; General Plan 4-34

19. WILD AND SCENIC RIVER:

www.rivers.gov (Eel Only); GIS

20. SPECIFIC PLAN/SPECIAL PLAN AREA:

Various Adopted Specific Plan Areas; GIS

21. STATE CLEARINGHOUSE REQUIRED:

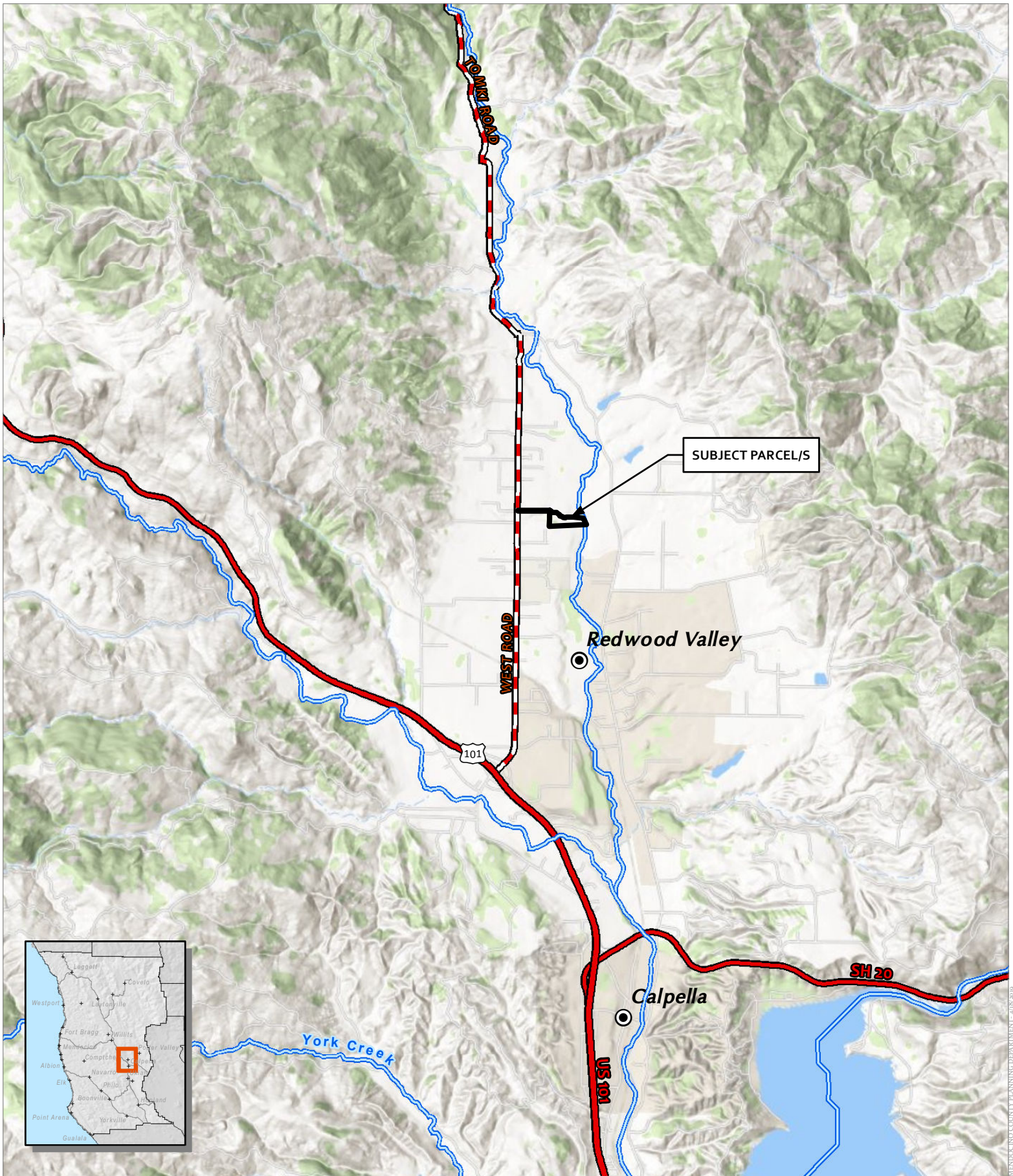
Policy

22. OAK WOODLAND AREA:





USDA

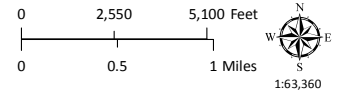
23. HARBOR DISTRICT:

Sec. 20.512



CASE: AP 2019-0034
 OWNER: Tall Tree House Society, LLC
 APN: 161-040-04
 APLCT: Carson Eggerding
 AGENT: Carson Eggerding
 ADDRESS: 10401 West Road, Redwood Valley

-  Major Towns & Places
  Major Roads
-  Major Rivers
-  Highways






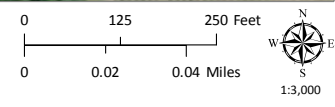
LOCATION MAP



REDDWOOD COUNTY PLANNING DEPARTMENT - 4/18/2019

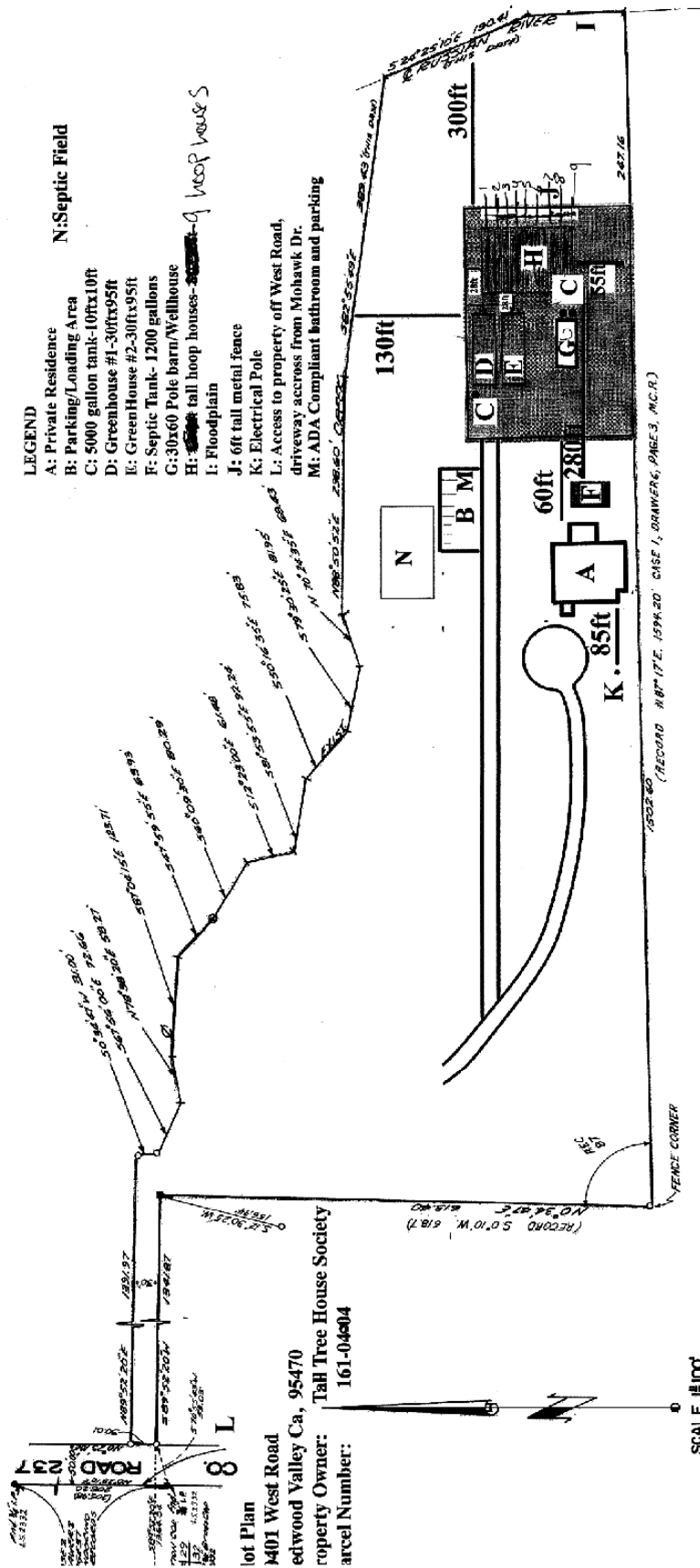
CASE: AP 2019-0034
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APN: 161-040-04
APLCT: Carson Eggerding
AGENT: Carson Eggerding
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-  Named Rivers
-  Public Roads
-  Driveways/Unnamed Roads

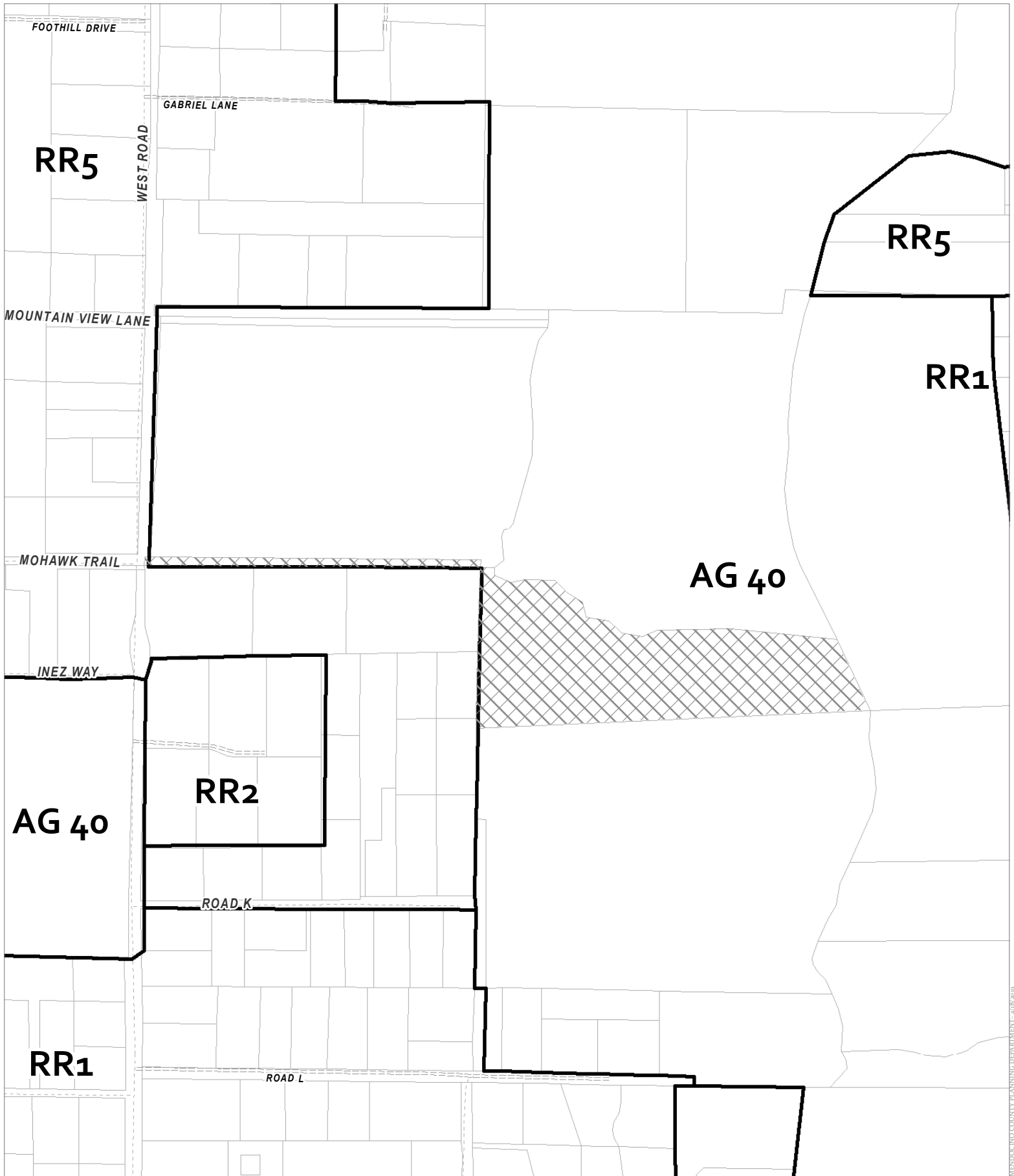


AERIAL IMAGERY

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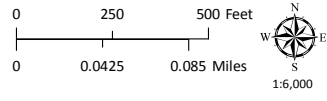
- 2x6 grade cross
 - 48" wading
 - occurring for five
 - 1/2 in Threshold to door.
 - 1/2 in drop "detectable warnings"
 - double doors - 1 active leaf



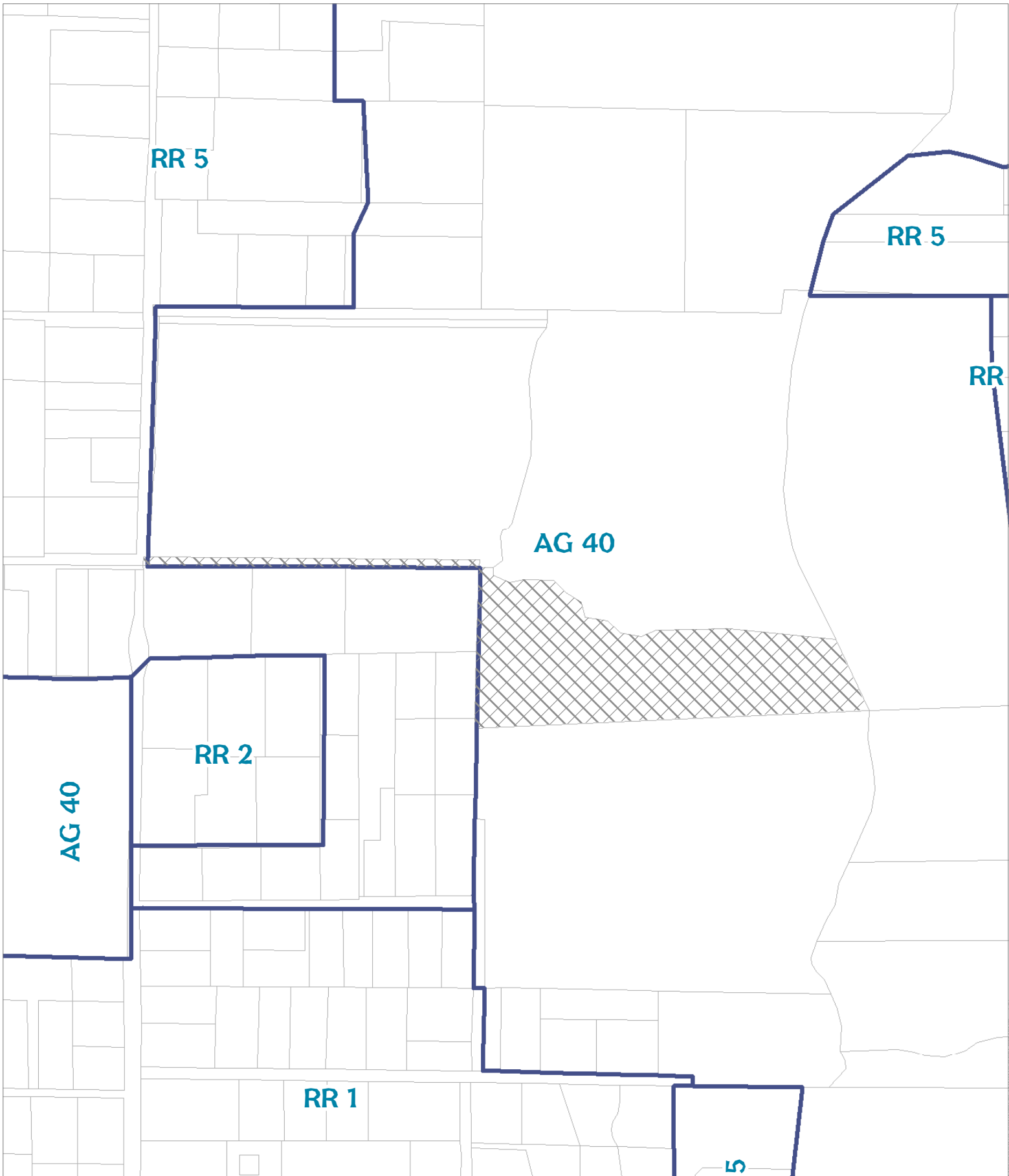
MENDOCINO COUNTY PLANNING DEPARTMENT - 4/18/2019

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 Zoning Districts
 Public Roads

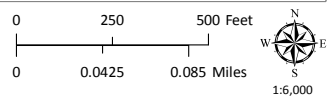


ZONING DISPLAY MAP



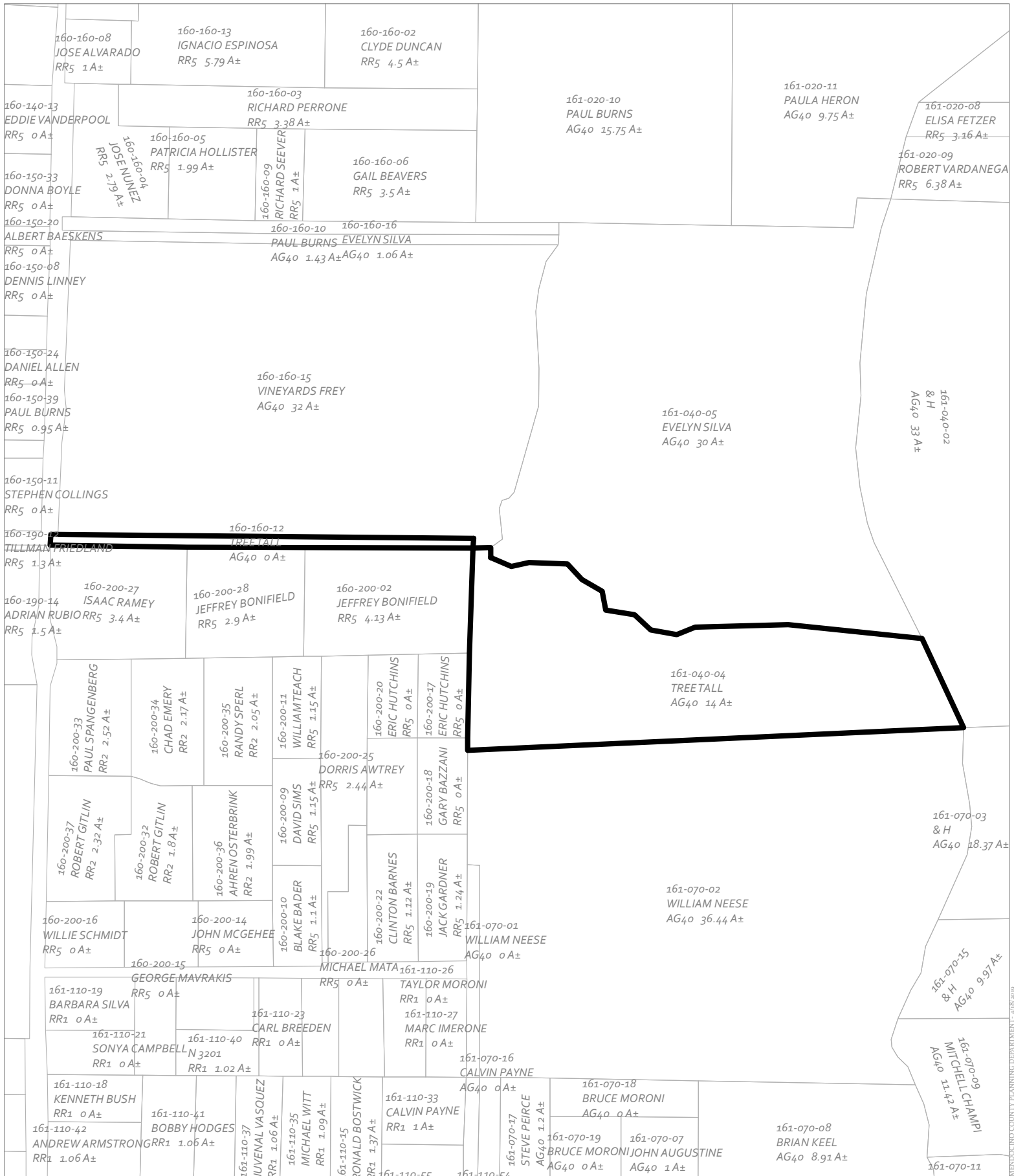
CASE: AP 2019-0034
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 General Plan Classes

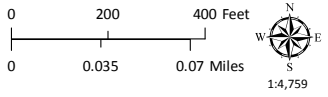


GENERAL PLAN CLASSIFICATIONS

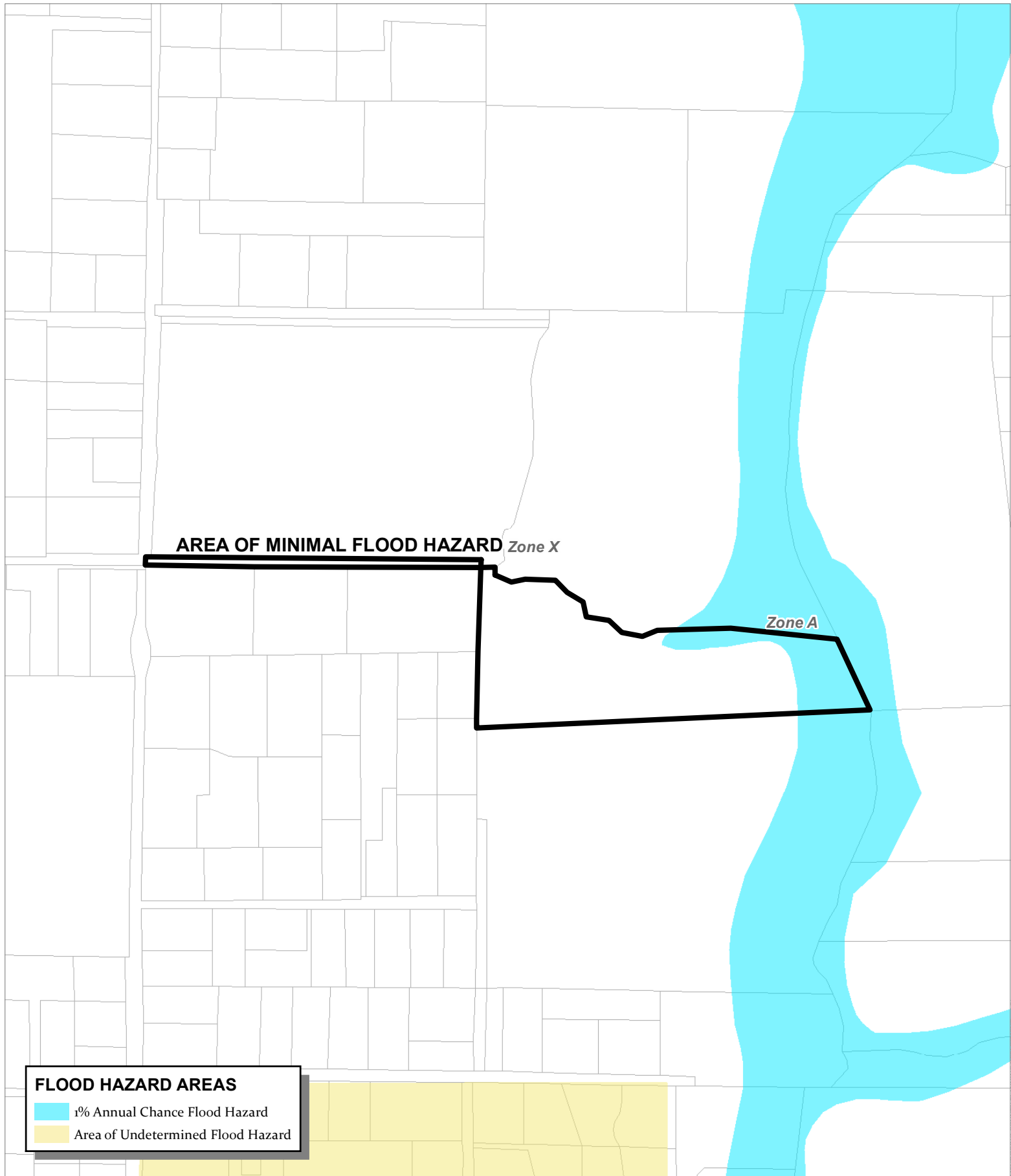
MENDOCINO COUNTY PLANNING DEPARTMENT - 4/18/2019



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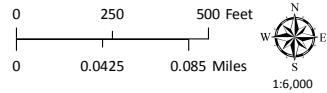
ADJACENT PARCELS



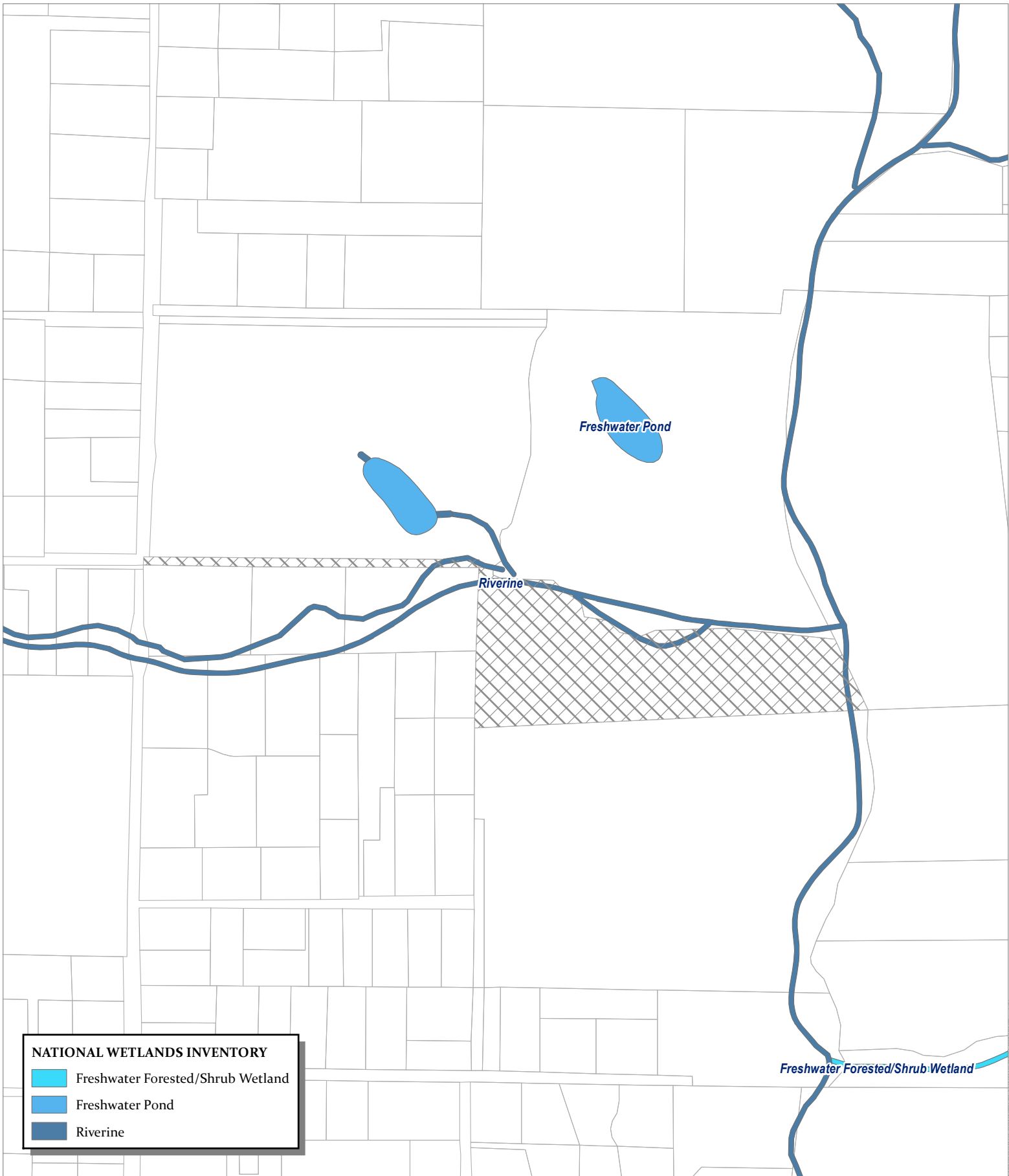
FLOOD HAZARD AREAS

- 1% Annual Chance Flood Hazard
- Area of Undetermined Flood Hazard




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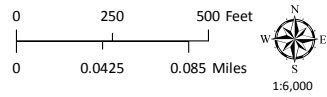
SPECIAL FLOOD HAZARD AREAS



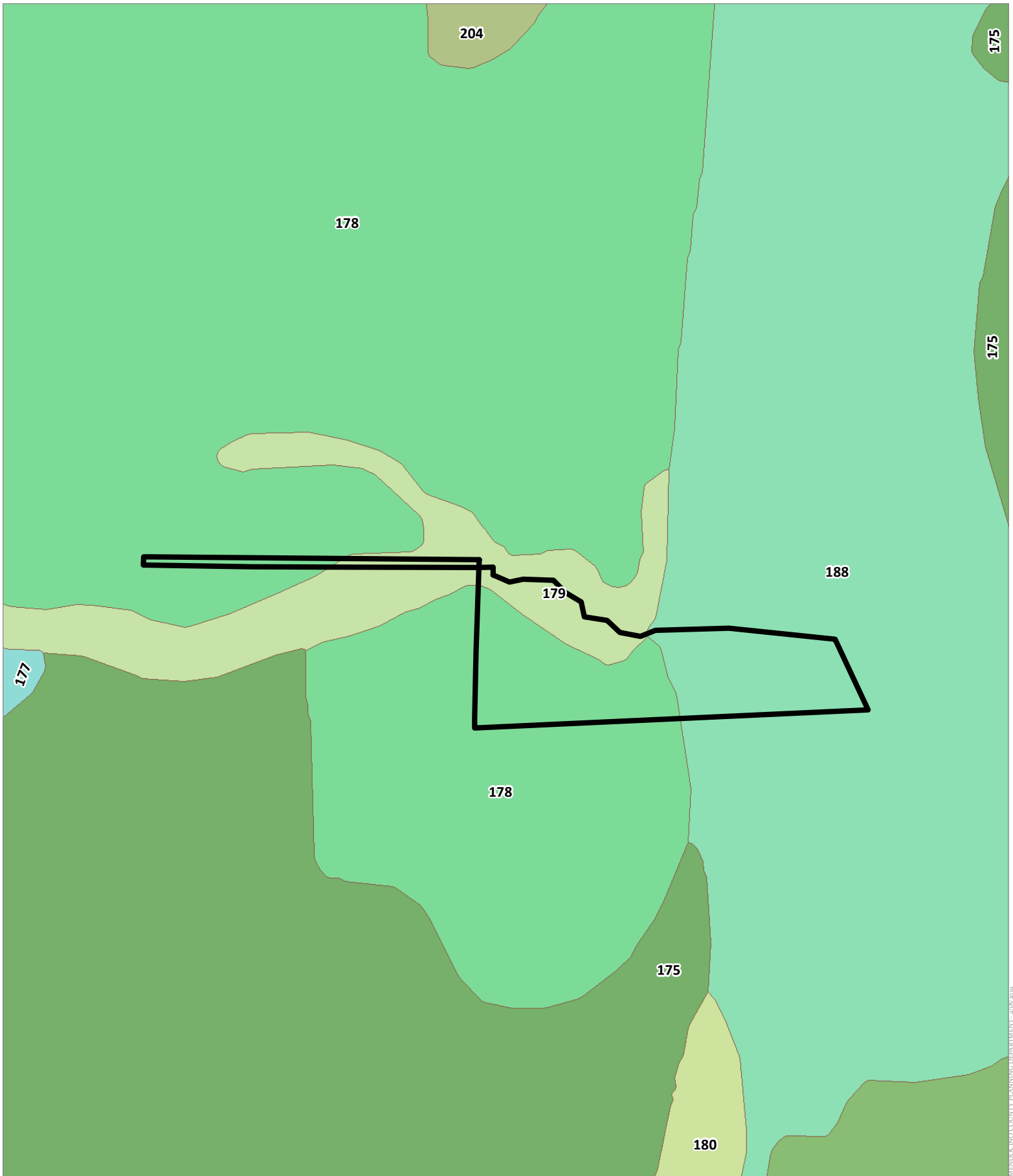
NATIONAL WETLANDS INVENTORY

-  Freshwater Forested/Shrub Wetland
-  Freshwater Pond
-  Riverine

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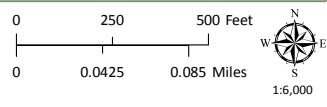


WETLANDS

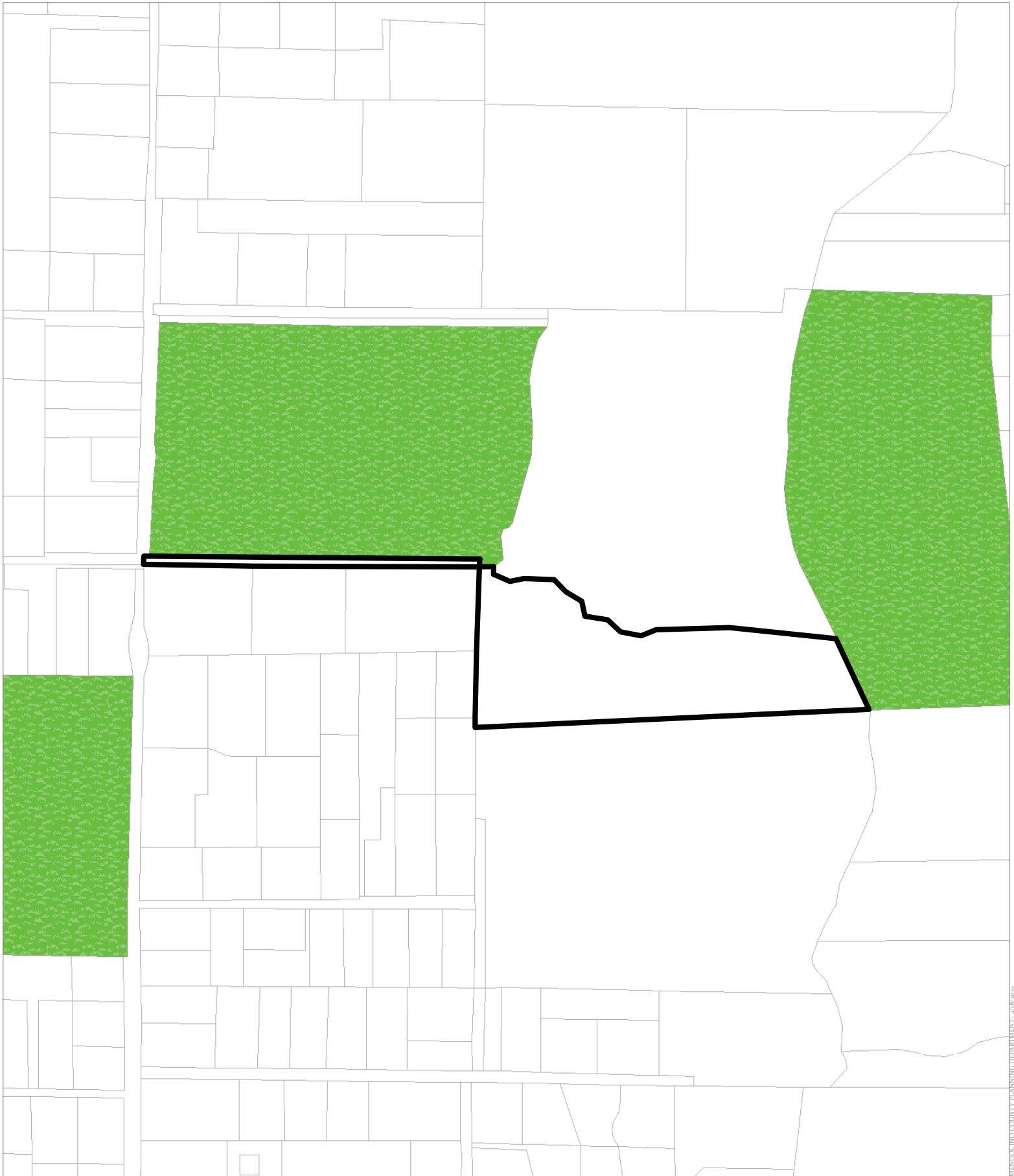


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 Eastern Study Soil Types





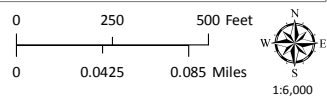
LOCAL SOILS



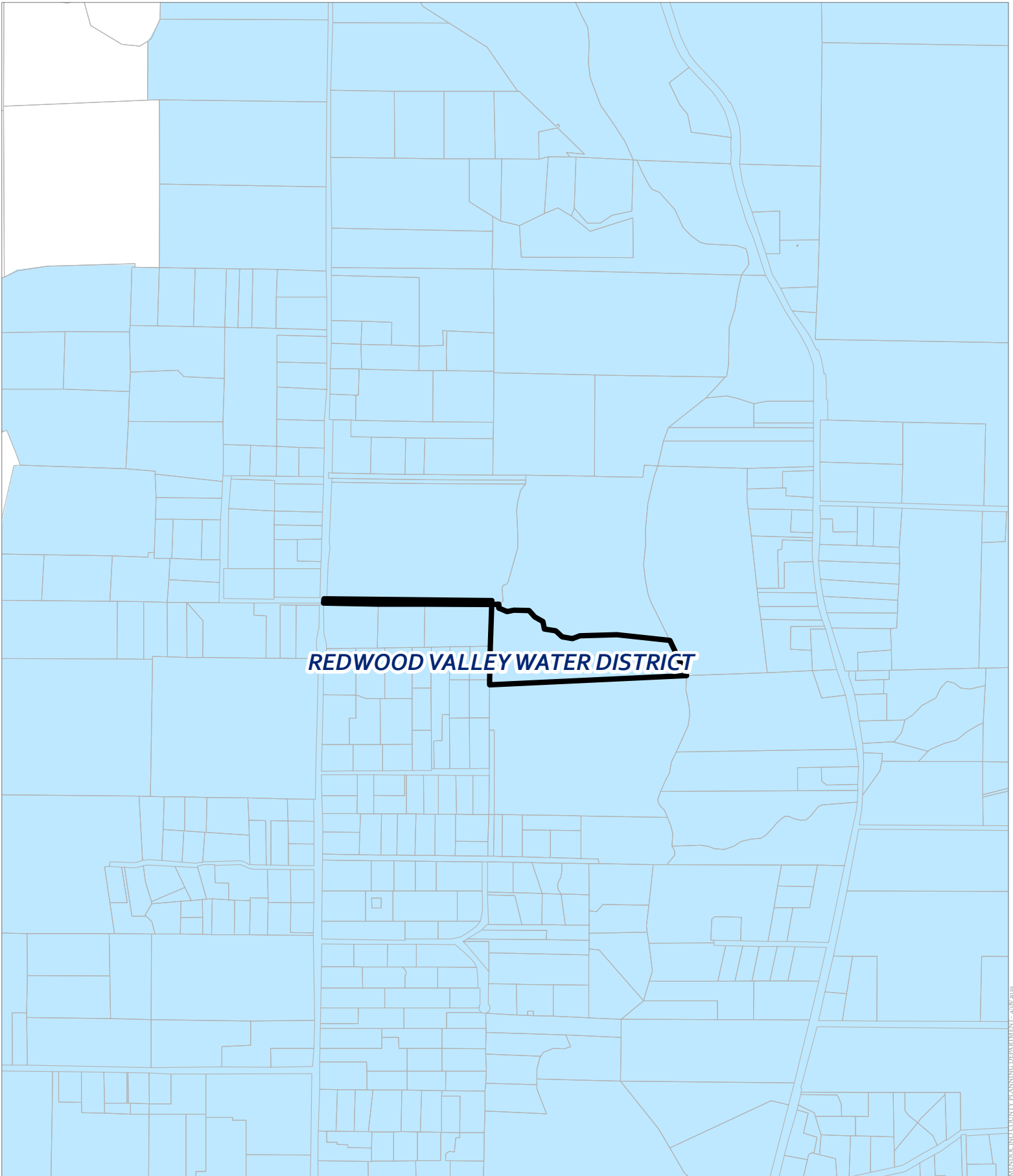
MENDOCINO COUNTY PLANNING DEPARTMENT - 4/18/2019

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 Williamson Act 2018
 Prime Ag 2018




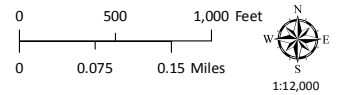
LANDS IN WILLIAMSON ACT CONTRACTS



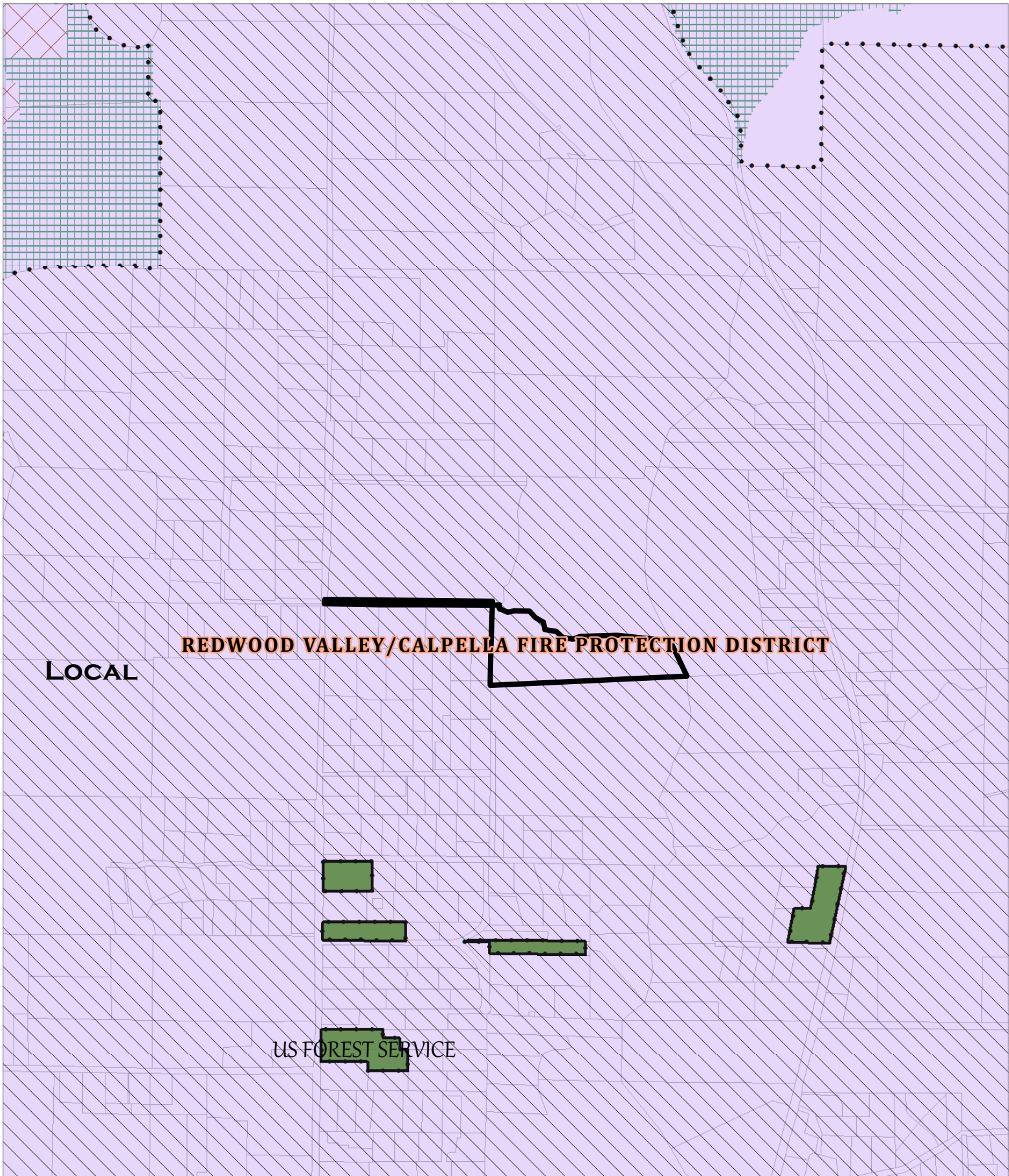
MENDOCINO COUNTY PLANNING DEPARTMENT - 4/18/2019

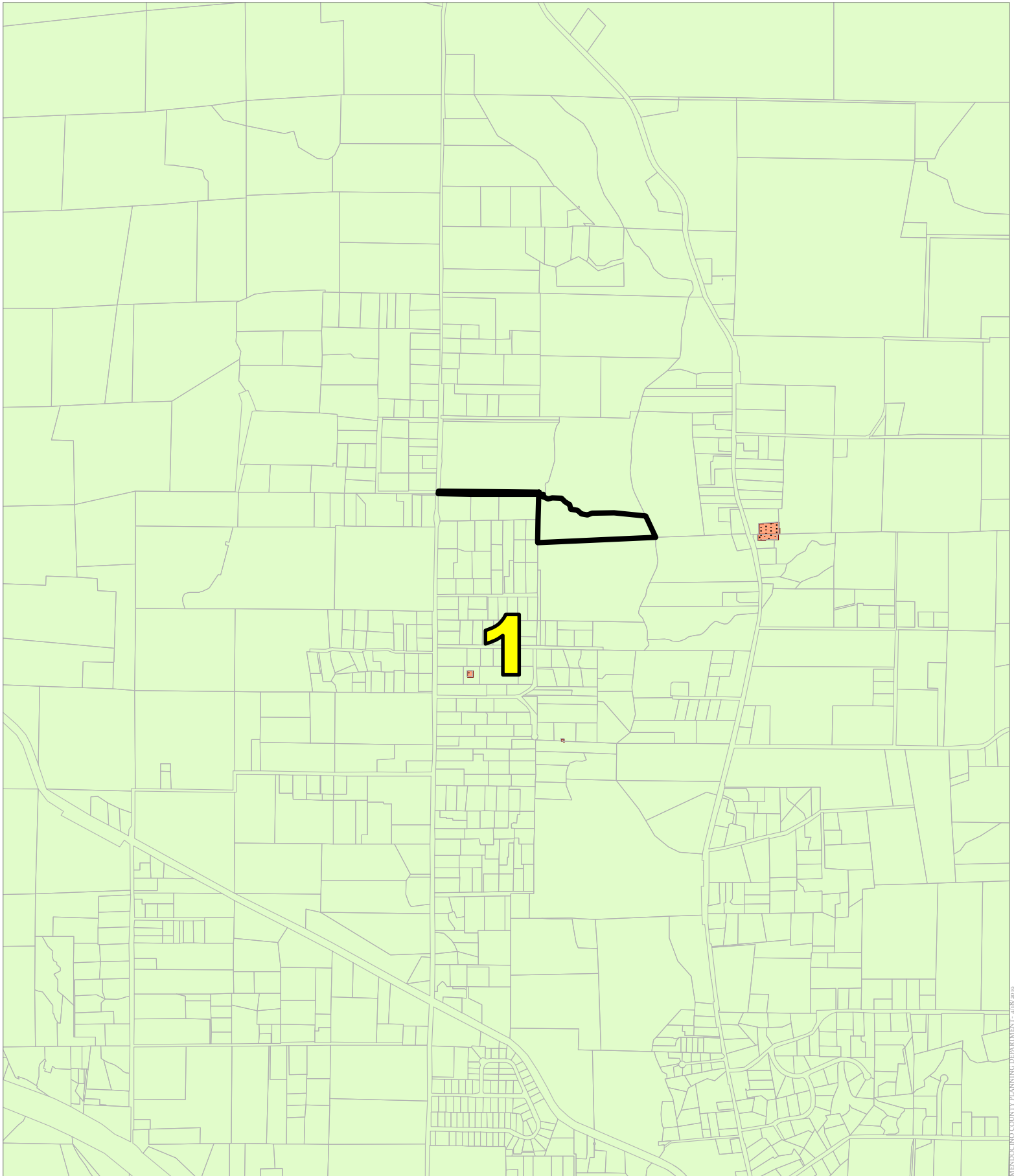
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 County Water Districts






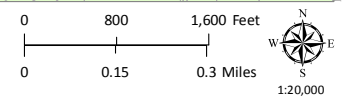
WATER DISTRICTS





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AGENT: Carson Eggerding
ADDRESS: 10401 West Road, Redwood Valley

-  Cemetery Lots
-  Supervisorial Districts 2010
-  Redwood Valley MAC



MISC DISTRICTS

Redwood Valley County Water

151 Laws Ave

Ukiah CA 95482

Customer Record Printed at 10:41:26 on 02/27/2019

Account Number: 4008603

Name: CARSON E. EGGERDING

Address: 10401 WEST ROAD

Address:

City/St: REDWOOD VALLEY CA L.#: -

Zip: 95470

Tel. #1/2: 616-745-4642

Water-Y/N/\$: Y

Mtr Chg-Y/N/\$: Yes

Surcharge-Y/N/\$: N

CVTC-Y/N/\$: N

ChargeE-Y/N/\$: N

Route: 44 Rate: 017-Irrigation 4"-6"

Cycle: A Group: 01

Multiplier: 1

Special:

Walk Sequence: 1220

Other Charge/Credit 1: 0.00

Other Charge/Credit 2: 0.00

METER INFORMATION

Meter #: 20101386

Type: W

Location:

Last Service:

Code:

Install Date: 08/19/2010

Read Date: 01/31/2019

Usage: 0 Days: 35

Previous: 000001899

Current: 000001899

Renter/Owner: owner

Meter Size/Brand: 4" / 0

Service Address: 10401 WEST ROAD

Customer Type: R1-Residential/Single Family

Email Address:

Charges Due

Last Bill
02/01/2019

Past Due

Account Aging

Water	0.00	92.50	0.00
Mtr Chg	0.00	0.00	0.00
Surcharge	0.00	0.00	0.00
CVTC	0.00	0.00	0.00
ChargeE	0.00	0.00	0.00
Other 1	0.00	0.00	0.00
Other 2	0.00	0.00	0.00
Taxes	0.00	0.00	0.00
Late-fee1	0.00	0.00	
Late-fee2	0.00	0.00	<--Prev Balance
Totals	0.00	92.50	0.00

Current	0.00
1-Month	0.00
2-Months	0.00
3-Months	0.00
4+Months	0.00
Total	0.00

Deposit Date:

Deposit Amt: 0.00

Usage History

Billing History

Payment History

Read Date	Usage #	Days	Bill Date	Amount	Pay Date	Amount	Balance	Paid By
01/31/2019	0	35	02/01/2019	92.50	02/26/2019	92.50	0.00	Check IR
12/27/2018	0	24	01/03/2019	92.50	01/17/2019	107.50	0.00	Check IR
12/03/2018	13	34	12/03/2018	92.50	01/03/2019	292.50	0.00	Check IR
10/30/2018	0	28	10/31/2018	92.50	10/01/2018	92.50	0.00	Check IR
10/02/2018	64	33	10/03/2018	92.50	08/30/2018	92.50	0.00	Check IR
08/30/2018	57	29	09/04/2018	92.50	07/25/2018	107.50	0.00	Check
08/01/2018	121	34	08/02/2018	92.50	06/25/2018	132.64	0.00	Check IR
06/28/2018	80	28	07/02/2018	92.50		0.00	0.00	
05/31/2018	0	31	06/04/2018	92.50		0.00	0.00	
04/30/2018	7	32	05/01/2018	92.50		0.00	0.00	
	0			0.00		0.00	0.00	
	0			0.00		0.00	0.00	
	0			0.00		0.00	0.00	
	0			0.00		0.00	0.00	

Comments:

Book: 86

Serial:

RECEIVED

MAR 28 2019

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
REGION 1 – NORTHERN REGION
619 Second Street
Eureka, CA 95501

CDFW - EUREKA



STREAMBED ALTERATION AGREEMENT
NOTIFICATION No. 1600-2018-0175-R1
Unnamed Tributary to Russian River and the Pacific Ocean

Carson Eggerding
Eggerding Bridge Repair Project
1 Encroachment

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

RECITALS

WHEREAS, pursuant to Fish and Game Code (FGC) section 1602, the Permittee initially notified CDFW on March 14, 2018, that the 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, the Permittee has reviewed the Agreement and accepts its terms and conditions, including the measures to protect fish and wildlife resources.

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

PROJECT LOCATION

The project to be completed is located within the Russian River watershed, within the town of Redwood Valley, County of Humboldt, State of California. The project is located in Section 28, T17N, R12W, Mt. Diablo and Meridian; in the Redwood Valley U.S. Geological Survey 7.5-minute quadrangle; Assessor's Parcel Number 161-040-04-00; latitude 39.2912 N and longitude -123.2133 W.

PROJECT DESCRIPTION

The project is limited to one encroachment. This encroachment proposes improving an existing culvert and bridge. Work for this encroachment will include excavation, backfilling and compaction of fill, and rock armoring as necessary to minimize erosion per the specifications in the Notification.

PROJECT IMPACTS

Existing fish or wildlife resources the project could substantially adversely affect include Chinook Salmon (*Oncorhynchus tshawytscha*), Coho Salmon (*O. kisutch*), Steelhead Trout (*O. mykiss*), Pacific Lamprey (*Entosphenus tridentata*), Pacific Giant Salamander (*Dicamptodon tenebrosus*), Foothill Yellow-legged Frog (*Rana boylei*), Western Pond Turtle (*Actinemys marmorata marmorata*) amphibians, reptiles, aquatic invertebrates, mammals, birds, and other aquatic and riparian species.

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

Impacts to water quality:

temporary increase in fine sediment transport;

Impacts to bed, channel, or bank and direct effects on fish, wildlife, and their habitat:

loss or decline of riparian habitat;

direct impacts on benthic organisms;

Impacts to natural flow and effects on habitat structure and process:

direct and/or incidental take;

indirect impacts;

impediment of up- or down-stream migration;

water quality degradation; and

damage to aquatic habitat and function.

MEASURES TO PROTECT FISH AND WILDLIFE RESOURCES

1. Administrative Measures

The Permittee shall meet each administrative requirement described below.

- 1.1 Documentation at Project Site. The 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. The 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 the Permittee, including but not limited to contractors, subcontractors, inspectors, and monitors.

- 1.3 Adherence to Existing Authorizations. All water diversion facilities that the Permittee owns, operates, or controls shall be operated and maintained in accordance with current law and applicable water rights.
- 1.4 Change of Conditions and Need to Cease Operations. If conditions arise, or change, in such a manner as to be considered deleterious by CDFW to the stream or wildlife, operations shall cease until corrective measures approved by CDFW are taken. This includes new information becoming available that indicates that the bypass flows and diversion rates provided in this agreement are not providing adequate protection to keep aquatic life downstream in good condition or to avoid "take" or "incidental take" of federal or State listed species.
- 1.5 Notification of Conflicting Provisions. The Permittee shall notify CDFW if the 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 the Permittee to resolve any conflict.
- 1.6 Project Site Entry. The Permittee agrees to allow CDFW employees access to any property it owns and/or manages for the purpose of inspecting and/or monitoring the activities covered by this Agreement, provided CDFW: a) provides 24 hours advance notice; and b) allows the Permittee or representatives to participate in the inspection and/or monitoring. This condition does not apply to CDFW enforcement personnel.
- 1.7 CDFW Notification of Work Initiation and Completion. The Permittee shall contact CDFW within the seven-day period preceding the beginning of work permitted by this Agreement. Information to be disclosed shall include Agreement number, and the anticipated start date. Subsequently, the Permittee shall notify CDFW no later than seven (7) days after the project is fully completed.

2. Avoidance and Minimization Measures

To avoid or minimize adverse impacts to fish and wildlife resources identified above, the Permittee shall implement each measure listed below.

- 2.1 Permitted Project Activities. Except where otherwise stipulated in this Agreement, all work shall be in accordance with the Permittee Notification received on March 14, 2018 together with all maps, BMP's, photographs, drawings, and other supporting documents submitted with the Notification.
- 2.2 Incidental Take. This Agreement does not allow for the take, or incidental take of any state or federal listed threatened or endangered listed species.

Project Timing

- 2.3 **Work Period.** All work, not including diversion of water, shall be confined to the period **June 15 through October 1** of each year. Work within the active channel of a stream shall be restricted to periods of **dry weather**. Precipitation forecasts and potential increases in stream flow shall be considered when planning construction activities. Construction activities shall cease and all necessary erosion control measures shall be implemented prior to the onset of precipitation.
- 2.4 **Work Completion.** The proposed work shall be completed by no later than **October 1, 2020**. A notice of completed work, including photographs of each site, shall be submitted to CDFW within seven (7) days of project completion.
- 2.5 **Extension of the Work Period.** If weather conditions permit, and the Permittee wishes to extend the work period after October 1, a written request shall be made to CDFW at least 5-working days before the proposed work period variance. Written approval (letter or e-mail) for the proposed time extension must be received from CDFW prior to activities continuing past October 1.
- 2.6 **Avoidance of Nesting Birds.** Vegetation maintenance/removal as necessary within the scope of the project shall be confined to the period commencing August 16 and ending February 28, of any year in which this Agreement is valid, provided the work area is outside of the actively flowing stream. Work may continue during precipitation events provided stream flows have not risen into work areas and sediment delivery will not result.

Vegetation Management

- 2.7 **Minimum Vegetation Removal.** No native riparian vegetation shall be removed from the bank of the stream, except where authorized by CDFW. Permittee shall limit the disturbance or removal of native vegetation to the minimum necessary to achieve design guidelines and standards for the Authorized Activity. Permittee shall take precautions to avoid damage to vegetation outside the work area.
- 2.8 **Vegetation Management.** Permittee shall limit vegetation management (e.g., trimming, pruning, or limbing) and removal for the purpose of stream crossing or diversion infrastructure placement/maintenance to the use of hand tools. Vegetation management shall not include treatment with herbicides.

Stream Crossings

- 2.9 **Stream Protection.** No debris, soil, silt, sand, bark, slash, sawdust, rubbish, cement or concrete washings, oil or petroleum products, or other deleterious material from project activities shall be allowed to enter into or be placed where it may be washed by rainfall or runoff into the stream. All project materials and

debris shall be removed from the project site and properly disposed of off-site upon project completion.

2.10 Equipment Maintenance. Refueling of machinery or heavy equipment, or adding or draining oil, lubricants, coolants or hydraulic fluids shall not take place within stream bed, channel and bank. All such fluids and containers shall be disposed of properly off-site. Heavy equipment used or stored within stream bed, channel and bank shall use drip pans or other devices (e.g., absorbent blankets, sheet barriers or other materials) as needed to prevent soil and water contamination.

2.11 Hazardous Spills. Any material, which could be hazardous or toxic to aquatic life and enters a stream (i.e. a piece of equipment tipping-over in a stream and dumping oil, fuel or hydraulic fluid), the Permittee shall immediately notify the California Emergency Management Agency State Warning Center at 1-800-852-7550, and immediately initiate clean-up activities. CDFW shall be notified by the Permittee within 24 hours at 707-445-6493 and consulted regarding clean-up procedures.

2.12 Dewatering.

2.12.1 Stream Diversion. Only when work in a flowing stream is unavoidable (e.g., perennial streams), Permittee shall divert the stream flow around or through the work area during construction operations. Stream flow shall be diverted using gravity flow through temporary culverts/pipes or pumped around the work site with the use of hoses.

2.12.2 Maintain Aquatic Life. When any dam or other artificial obstruction is being constructed, maintained, or placed in operation, Permittee shall allow sufficient water at all times to pass downstream to maintain aquatic life below the dam pursuant to Fish and Game Code §5937.

2.12.3 Stranded Aquatic Life. The Permittee shall check daily for stranded aquatic life as the water level in the dewatering area drops. All reasonable efforts shall be made to capture and move all stranded aquatic life observed in the dewatered areas. Capture methods may include fish landing nets, dip nets, buckets and by hand. Captured aquatic life shall be released immediately in the closest suitable aquatic habitat adjacent to the work site. This condition does not allow for the take or disturbance of any State or federally listed species, or State listed species of special concern. The Department staff who prepared this agreement shall be contacted immediately if any of these species are detected.

2.12.4 Coffer Dams. Prior to the start of construction, Permittee shall divert the stream around or through the work area and the work area shall be isolated from the flowing stream. To isolate the work area, water tight coffer dams shall be constructed upstream and downstream of the work area and water

diverted, through a suitably sized pipe, from upstream of the upstream coffer dam and discharge downstream of the downstream coffer dam. Cofferdams and the stream diversion system shall remain in place and functional throughout the construction period. Cofferdams or stream diversions that fail for any reason shall be repaired immediately.

2.12.5 Minimize Turbidity, Siltation, and Pollution. Permittee shall use only clean, non-erodible materials, such as rock or sandbags that do not contain soil or fine sediment, to construct any temporary stream flow bypass. Permittee shall divert stream flow around the work site in a manner that minimizes turbidity, siltation, and pollution, and does not result in erosion or scour downstream of the diversion.

2.12.6 Remove any Materials upon Completion. Permittee shall remove all materials used for the temporary stream flow bypass after the Authorized Activity is completed.

2.12.7 Restore Normal Flows. Permittee shall restore normal flows to the effected stream immediately upon completion of work at that location.

2.13 Excavated Fill. Excavated fill material shall be placed in upland locations where it cannot deliver to a watercourse. To minimize the potential for material to enter the watercourse during the winter period, all excavated and relocated fill material shall be tractor contoured (to drain water) and tractor compacted to effectively incorporate and stabilize loose material into existing road and/or landing features.

2.14 Runoff from Steep Areas. The Permittee shall make preparations so that runoff from steep, erodible surfaces will be diverted into stable areas with little erosion potential or contained behind erosion control structures. Erosion control structures such as straw bales and/or siltation control fencing shall be placed and maintained until the threat of erosion ceases. Frequent water checks shall be placed on dirt roads, cat tracks, or other work trails to control erosion.

2.15 Crossing Maintenance

2.15.1 The placement of armoring shall be confined to the work period when the stream is dry or at its lowest flow

2.15.2 No heavy equipment shall enter the wetted stream channel.

2.15.3 No fill material, other than clean rock, shall be placed in the stream channel.

2.15.4 Rock shall be sized to withstand washout from high stream flows and extend above the ordinary high-water level.

2.15.5 Rock armoring shall not constrict the natural stream channel width and shall

be keyed into a footing trench with a depth sufficient to prevent instability.

- 2.16 Road Approaches. The Permittee shall treat road approaches to new or re-constructed permanent crossings *on Class I and II watercourses* to minimize erosion and sediment delivery to the watercourse. Permittee shall ensure road approaches are hydrologically disconnected to the maximum extent feasible to prevent sediment from entering the crossing site, including when a Stream Crossing is being constructed or reconstructed. Road approaches shall be armored from the crossing for a minimum of 50 feet in both directions, or to the nearest effective water bar or point where road drainage does not drain to the crossing, with durable rock, compacted grindings, pavement, or chip-seal.

2.17 Foothill Yellow-legged Frog Avoidance

- 2.17.1 No crossing construction/reconstruction and/or rip rap placement shall occur if water is present, unless a visual encounter survey is conducted for all life-stages of FYLF by a qualified individual (knowledgeable of all life stages of FYLF and similar species) within the project area no more than two weeks prior to operations.

- 2.17.2 Visual encounter surveys shall consist of walking the entire survey reach and visually scanning in the water and on the banks. Any frog species encountered shall be recorded and submitted to the Department along with the work completion report. Observation reports shall be recorded on a CNDDDB report form found at:

<https://www.wildlife.ca.gov/Data/CNDDDB/Submitting-Data>

- 2.18 Project Inspection. The Project shall be inspected by Western Groundwater Consulting Company or a licensed engineer to ensure that the bank stabilization work was completed as designed. A copy of the inspection report, including photographs of each site, shall be submitted to CDFW within 90 days of completion of this project.

Erosion Control and Pollution

- 2.19 Erosion Control. Permittee shall use erosion control measures throughout all work phases where sediment runoff threatens to enter a stream, lake, or other Waters of the State.

- 2.20 Erosion Control. Permittee shall use erosion control measures throughout all work phases where sediment runoff threatens to enter a stream, lake, or other Waters of the State.

- 2.21 Seed and Mulch. Upon completion of construction operations and/or the onset of wet weather, Permittee shall stabilize exposed soil areas within the work area by

applying mulch and seed. Permittee shall restore all exposed or disturbed areas and access points within the stream and riparian zone by applying local native and weed free erosion control grass seeds. Locally native wildflower and/or shrub seeds may also be included in the seed mix. Permittee shall mulch restored areas using at least two to four inches of weed-free clean straw or similar biodegradable mulch over the seeded area. Alternately, Permittee may cover seeding with jute netting, coconut fiber blanket, or similar non-synthetic monofilament netting erosion control blanket.

- 2.22 Erosion and Sediment Barriers.** Permittee shall monitor and maintain all erosion and sediment barriers in good operating condition throughout the work period and the following rainy season, defined herein to mean October 15 through June 15. Maintenance includes, but is not limited to, removal of accumulated sediment and/or replacement of damaged sediment fencing, coir logs, coir rolls, and/or straw bale dikes. If the sediment barrier fails to retain sediment, Permittee shall employ corrective measures, and notify the department immediately.
- 2.23 Prohibition on Use of Monofilament Netting.** To minimize the risk of ensnaring and strangling wildlife, Permittee shall not use any erosion control materials that contain synthetic (e.g., plastic or nylon) monofilament netting, including photo- or biodegradable plastic netting. Geotextiles, fiber rolls, and other erosion control measures shall be made of loose-weave mesh, such as jute, hemp, coconut (coir) fiber, or other products without welded weaves.
- 2.24 Site Maintenance.** Permittee shall be responsible for site maintenance including, but not limited to, re-establishing erosion control to minimize surface erosion and ensuring drainage structures and altered streambeds and banks remain sufficiently armored and/or stable.
- 2.25 Cover Spoil Piles.** Permittee shall have readily available erosion control materials such as wattles, natural fiber mats, or plastic sheeting, to cover and contain exposed spoil piles and exposed areas in order to prevent sediment from moving into a stream or lake. Permittee shall apply and secure these materials prior to rain events to prevent loose soils from entering a stream, lake, or other Waters of the State.
- 2.26 No Dumping.** Permittee shall not deposit, permit to pass into, or place where it can pass into a stream, lake, or other Waters of the State any material deleterious to fish and wildlife, or abandon, dispose of, or throw away within 150 feet of a stream, lake, or other Waters of the State any cans, bottles, garbage, motor vehicle or parts thereof, rubbish, litter, refuse, waste, debris, or the viscera or carcass of any dead mammal, or the carcass of any dead bird.

Streambank Restoration

2.27 Revegetation Plan. The Permittee shall submit a revegetation plan to CDFW for review and approval prior to implementation of riparian habitat restoration activities. The Revegetation Plan shall, at a minimum, include the following:

- 2.27.1** The identification of the area and vegetation types that will be restored.
- 2.27.2** A planting design and palette appropriate to the vegetation type, cover, stratum, and level of biodiversity (i.e., species richness and composition). Use of a reference site is recommended.
- 2.27.3** Use regionally appropriate native plants for a riparian vegetation type. The derivation of plant material such as containers, plugs, cuttings, divisions, or seeds from coastal areas of Humboldt, Del Norte and Mendocino Counties within 30 miles of the coast. All native seed material shall be from the North Coast ecoregion (Humboldt, Mendocino, Sonoma or Del Norte Counties), if practical. If quantities are not able to be satisfied from these collection sites, propagules may be obtained from other counties in Northern California with pending approval from a restoration ecologist or botanist.
- 2.27.4** Cuttings of willows, cottonwoods conducted when dormant. Collection of cuttings within an area dispersed to maintain genetic and sexual diversity, and to avoid adversely impact existing riparian vegetation. Cuttings hydrated between harvesting and planting (e.g., soak cuttings in water several days to a week to stimulate rooting prior to planting). Cuttings planted to depth of 75 percent of their length with buds pointing up and bottom of cutting in moist soil or water.
- 2.27.5** Planting conducted after the first seasonal rains have saturated soils beyond the first several inches (November/December) and before April.
- 2.27.6** No application of fertilizer on plants or chemical controls on weeds.
- 2.27.7** Measurable success criteria based on plant survival, density, or cover.
- 2.27.8** Monitoring conducted for a minimum of five years to determine whether the revegetation goals and objectives have been met. Remedial measures if revegetation goals and objectives are not met.
- 2.27.9** Annual status reports on the revegetation efforts shall be submitted to CDFW in the by **October 31 of each year** following initial planting for the length of the monitoring period.

Reporting Measures

- 2.28 Work Completion. The proposed work shall be completed by no later than **October 1, 2020**. A notice of completed work (condition 2.4), with supplemental photos, shall be submitted to CDFW **within seven (7) days** of project completion.
- 2.29 Project Inspection. The Permittee shall submit the **Project Inspection Report** (condition 2.18) to CDFW, LSA Program at 619 Second Street, Eureka, CA 95501
- 2.30 Revegetation Plan. The permittee submit a **Revegetation Plan** (condition 2.27) to CDFW by **September 15, 2019**, for review and approval prior to implementation of riparian habitat restoration activities. The Revegetation Plan shall be submitted to CDFW at 619 Second Street, Eureka, CA 95501.

CONTACT INFORMATION

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

To Permittee:

Carson Eggerding
Tall Tree Origins, LLC
10401 West Road
Redwood Valley, CA 95470
carson@talltreessociety.com

To CDFW:

Department of Fish and Wildlife
Northern Region
619 Second Street
Eureka, California 95501
Attn: Lake and Streambed Alteration Program
Notification #1600-2018-0175-R1

LIABILITY

The Permittee shall be solely liable for any violation of the Agreement, whether committed by the Permittee or any person acting on behalf of the 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 the Permittee to proceed with the project. The decision to proceed with the project is the Permittee's alone.

SUSPENSION AND REVOCATION

CDFW may suspend or revoke in its entirety this Agreement if it determines that the Permittee or any person acting on behalf of the 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 the 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 the Permittee an opportunity to correct any deficiency before CDFW suspends or revokes the Agreement, and include instructions to the 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 the 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 the Permittee or any person acting on behalf of the Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from obtaining any other permits or authorizations that might be required under other federal, state, or local laws or regulations before beginning the project or an activity related to it.

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

Nothing in the Agreement authorizes the Permittee or any person acting on behalf of the 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.

The Permittee may amend the Agreement at any time during its term, provided the amendment is mutually agreed to in writing by CDFW and the Permittee. To request an amendment, the 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 the Agreement to another entity shall not be valid or effective, unless the transfer or assignment is requested by the 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, the 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 FGC section 1605(b), the 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, the 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 FGC 1605(b) through (e).

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

EFFECTIVE DATE

The Agreement becomes effective on the date of CDFW's signature, which shall be: 1) after the Permittee signature; 2) after CDFW complies with all applicable requirements under the California Environmental Quality Act (CEQA); and 3) after payment of the

applicable FGC section 711.4 filing fee listed at
http://www.wildlife.ca.gov/habcon/ceqa/ceqa_changes.html.

TERM

This Agreement shall **expire five years** from date of execution, unless it is terminated or extended before then. All provisions in the Agreement shall remain in force throughout its term. The 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.

AUTHORITY

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


AUTHORIZATION

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

CONCURRENCE

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

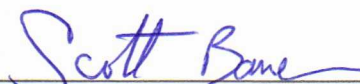
FOR Carson Eggerding



Carson Eggerding

3-25-2019
Date

FOR DEPARTMENT OF FISH AND WILDLIFE



Scott Bauer
Senior Environmental Scientist Supervisor

4/3/19
Date

