



## BARRY POINT FIRE RESTORATION PROJECT

Application to the  
Sierra Nevada Conservancy  
Prop 1 - Watershed Improvement Program  
March 1, 2016

SNC Reference # 867

*Submitted By: Modoc RCD*

## Completed Application Checklist

SNC Reference#: 867

Project Name: Barry Point Fire Restoration Project

Applicant: Modoc RCD

Please mark each box if item is included in the application. Please consult with SNC staff prior to submission if you have any questions about the applicability to your project of any items on the checklist. All applications must include a CD including an electronic file of each checklist item, if applicable. The naming convention for each electronic file is listed after each item on the checklist. (Electronic File Name = EFN: "naming convention". file extension choices)

Submission requirements for all Category One and Category Two Grant Applications

1.  Completed Application Checklist (EFN: *Checklist.pdf*)
2.  Table of Contents (EFN: *TOC.pdf*)
3.  Full Application Project Information Form (EFN: *SIform.pdf*)
4.  CCC/Local Conservation Corps Document (EFN: *CCC.pdf*)
5.  Authorization to Apply or Resolution (EFN: *authorization.pdf*)
6.  Narrative Descriptions (EFN: *Narrative.docx*)
  - a.  Detailed Project Description (5,000 character maximum for section 6a only)  
Project Description including Goals/Results, Scope of Work, Location, Purpose, etc.
  - b.  Workplan and Schedule
  - c.  Restrictions, Technical/Environmental Documents and Agreements  
Restrictions / Agreements (EFN: *RestAgree.pdf*)  
Regulatory Requirements / Permits (EFN: *RegPermit.pdf*)
  - d.  Organizational Capacity
  - e.  Cooperation and Community Support  
Letters of Support (EFN: *LOS.pdf*)
  - f.  Tribal Consultation Narrative (EFN: *tribal.docx*)
  - g.  Long Term Management and Sustainability  
Long-Term Management Plan (EFN: *LTMP.pdf*)
  - h.  Performance Measures
7. Budget documents
  - a.  Detailed Budget Form (EFN: *Budget.xlsx*)
8. Supplementary Documents
  - a.  Environmental Documentation
    - California Environmental Quality Act (CEQA) documentation (EFN: *CEQA.pdf*)
    - National Environmental Policy Act (NEPA) documentation (EFN: *NEPA.pdf*)
  - b. Maps and Photos
    - Project Location Map (EFN: *LocMap.pdf*)
    - Parcel Map showing County Assessor's Parcel Number(s) (EFN: *ParcelMap.pdf*)
    - Topographic Map (EFN: *Topo.pdf*)
    - Photos of the Project Site (10 maximum) (EFN: *Photo.jpg*)

- Topographic Map (EFN: Topo.pdf)
- Photos of the Project Site (10 maximum) (EFN: Photo.jpg, .gif)
- c. Additional submission requirements for Fee Title Acquisition applications only
  - Acquisition Schedule (EFN: acqSched.doc, .docx or .pdf)
  - Willing Seller Letter (EFN: WillSell.pdf)
  - Real Estate Appraisal (EFN: Appraisal.pdf)
- d. Additional submission requirements for Site Improvement / Restoration Project applications only
  - Land Tenure Documents (EFN: Tenure.pdf)
  - Site Plan (EFN: SitePlan.pdf)
  - Leases or Agreements (EFN: LeaseAgmnt.pdf)

I certify that the information contained in the Application, including required attachments, is accurate, and that I have been authorized to apply for this grant.

Pearce Flounsey  
Signed (Authorized Representative)

Feb. 23, 2016  
Date

Pearce Flounsey Chairman  
Name and Title (print or type)

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## Full Application Project Information Form

<b>SIERRA NEVADA CONSERVANCY</b>	
<b>PROPOSITION 1 – Watershed Improvement Program Project Information Form</b>	
<b>SNC REFERENCE #</b> 867	
<b>PROJECT NAME</b> Barry Point Fire Restoration Project	
<b>APPLICANT NAME</b> ( <i>Legal name, address, and zip code</i> ) Modoc RCD 221 Wet 8 <sup>th</sup> Street Alturas, CA 96101	
<b>AMOUNT OF GRANT REQUEST</b> \$375,887.85	
<b>TOTAL PROJECT COST</b> \$373,127.25	
<b>PROJECT LOCATION</b> ( <i>County with approx. lat/long, center of project area</i> ) Modoc County N41°59' 2.07" W120° 38' 3.266"	
<b>SENATE DISTRICT NUMBER</b> 1	<b>ASSEMBLY DISTRICT NUMBER</b> 1
<b>PERSON WITH MANAGEMENT RESPONSIBILITY FOR GRANT CONTRACT</b>	
<i>Name and title:</i> Lorissa Soriano	<i>Phone:</i> 530-640-0125
<i>Email Address:</i> destinationmodoc@gmail.com	
<b>TRIBAL CONTACT(S) INFORMATION</b>	
<i>Name:</i> Marissa Fierro - Environmental Coordinator	<i>Phone Number:</i> 530-335-1118 ext. #1503
<i>Email address:</i> marissa.fierro@pitrivertribe.org	
<b>COUNTY ADMINISTRATOR OR PLANNING DIRECTOR CONTACT INFORMATION</b>	
<i>Name:</i> Chester Robertson	<i>Phone Number:</i> 530-233-7660
<i>Email address:</i> chesterrobertson@co.modoc.ca.us	
<b>NEAREST PUBLIC WATER AGENCY CONTACT INFORMATION</b>	
<i>Name:</i> Central Valley Regional Water Quality Control Board	<i>Phone Number:</i> 530-224-4845
<i>Email address:</i> WB-RB5R-CentralValleyRedding@Waterboards.ca.gov	

**Please identify the appropriate project category below and provide the associated details (Choose One)**

Category One Site Improvement

Category Two Pre-Project Activities

Category One Acquisition

**Site Improvement/ Acquisition Project Area (for Category One Projects Only)**

Total Acres: 2,364

SNC Portion (if different):

**Acquisition Projects Only For Acquisitions Only**

Appraisal Included

**Select one deliverable (for Category Two Projects Only)**

Permit

CEQA/NEPA Compliance

Appraisal

Condition Assessment

Biological Survey

Environmental Site Assessment

Plan

## **CCC/Local Conservation Corps Document**

On Tuesday, February 23, 2016 10:50 AM, Prop1 Community Corps <[inquiry@prop1communitycorps.org](mailto:inquiry@prop1communitycorps.org)> wrote:

Hello Reina,

Baldeo of the Sacramento Regional Conservation Corps has responded that they are able to assist with the Barry Point Fire Restoration project if it receives funding. Please include this email with your application as proof that you reached out to the Local Conservation Corps.

Additionally, please feel free to contact Baldeo Singh ([bsingh@saccorps.org](mailto:bsingh@saccorps.org)) directly if your project receives funding.

Thank you,

Dominique

### **California Association of Local Conservation Corps**

#### **Proposition 1 – Water Bond**

#### **Consultation Review Document**

Applicant has submitted the required information by email to the Local Conservation Corps (CALCC):

✓ Yes (applicant has submitted all necessary information to CALCC)

After consulting with the project applicant, the CALCC has determined the following:

✓ It is feasible for CALCC to be used on the project (deemed compliant)

APPLICANT WILL INCLUDE THIS DOCUMENT AS PART OF THE PROJECT APPLICATION.

On Tue, Feb 16, 2016 at 10:47 AM, Reina Baremore <[rgbaremore\\_cmrtd@yahoo.com](mailto:rgbaremore_cmrtd@yahoo.com)> wrote:

To:

California Conservation Corps representative:

Name: CCC Prop 1

CoordinatorEmail: [Prop1@ccc.ca.gov](mailto:Prop1@ccc.ca.gov)

Phone: [\(916\) 341-3100](tel:(916)341-3100)

California Association of Local Conservation Corps representative: Name:Crystal Muhlenkamp

Email: [inquiry@prop1communitycorps.org](mailto:inquiry@prop1communitycorps.org)

Phone: [916-426-9170](tel:916-426-9170) ext. 0

The Modoc Resource Conservation District is requesting a consult review document for the Barry Point Fire Restoration Project from the CCC/CALCC for the Appendix E portion of the SNC Watershed Improvement Program Grant Proposal to determine the feasibility of the Corps participation. Unless otherwise exempted.

Appendix E - California Conservation Corps and Certified Community Conservation Corps

Guidelines Pertaining to Chapter 6, Protecting Rivers, Lakes, Streams, Coastal Waters and Watersheds:

Division 26.7 of the Water Code, Chapter 6, Section 79734 requires that: "For restoration and ecosystem protection projects funded pursuant to this chapter, the services of the California Conservation Corps or a local conservation corps certified by the California Conservation Corps shall be used whenever feasible."

- (1) It is NOT feasible for CCC and/or certified community conservation corps services to be used on the project; or 34
- (2) It is feasible for the CCC and/or certified community conservation corps services to be used on the project and identifying the aspects of the project that can be accomplished with Corps services.

Attached is the Project Title, Project Description, Project map and Project Implementation

Thank you,

***Reina Garcia Baremore, Business Manager***

**Modoc Resource Conservation District**

**221 W. 8th St., Alturas, CA 96101**

**Phone: (530) 233-4314, Ext. 115**

**Cell: (530) 260-0746**

RESOLUTION NO. 1-2016  
February 16, 2016  
BOARD OF DIRECTORS  
MODOC RESOURCE CONSERVATION DISTRICT  
COUNTY OF MODOC, STATE OF CALIFORNIA

A RESOLUTION OF THE  
MODOC RESOURCE CONSERVATION DISTRICT  
IN THE MATTER OF THE EXECUTION OF THE AGREEMENT  
AND ANY AMENDMENTS THERETO, INCLUDING INDICATING  
THE AUTHORIZED REPRESENTATIVE BY TITLE, THE SIERRA NEVADA  
CONSERVANCY WATERSHED IMPROVEMENT PROGRAM  
FOR FUNDING THE BARRY POINT FIRE RESTORATION

WHEREAS, Resolution 1-2016 of the Modoc Resource Conservation District, adopted by the Board of Directors on February 16, 2016, provides for the execution of the agreement and any amendments thereto, and indicates the authorized representative by title as the following: The President of the Board of Directors.

WHEREAS, the Board reviewed and approved the work plan and budget by the contract at a noticed monthly Board of Directors meeting February 16, 2016; and;

WHEREAS, the Board authorized the President of the Board of Directors to enter into a contract with the Sierra Nevada Conservancy and any amendments thereto, at the noticed monthly Board of Directors meeting February 16, 2016,

NOW, THEREFORE, BE IT RESOLVED, that the Modoc Resource Conservation District hereby adopts Resolution 1-2016.

CERTIFICATION

I hereby certify that the foregoing Resolution No. 1-2016 was duly and regularly adopted by the Board of Directors of the Modoc Resource Conservation District at the meeting thereof held on the 16<sup>th</sup> day of February 2016, through a motion by Director Bill Valena and seconded by Director Spencer Smith. The motion passed by the following roll call vote:

AYES: DIRECTORS: Pearce Flournoy, Erika Forrest, Spencer Smith, Bill Valena, Laurie Wayne

NOES: DIRECTORS: None

ABSTAINED: None

DIRECTORS ABSENT: Dick Mackey, Chico Pedotti

ATTEST:

  
Pearce Flournoy, President  
Modoc Resource Conservation District

# **Modoc Resource Conservation District - Strategic Plan**

First Edition 2/22/2000

Revised

February 2016

*If you know where you are going,  
the right road will get you there.*

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# INTRODUCTION TO THE MODOC RESOURCE CONSERVATION DISTRICT

Modoc County is located in the extreme northeast corner of California wherein the western spirit of integrity and hard work still resides. Farming and ranching remain as the economic backbone of the county with agriculture generating \$96.8 million of products sold. Modoc County is the third largest county in the state with 2.6 million acres, and has the third smallest population with 9,524 residents.

The Modoc Resource Conservation District (MRCD) was started in 1966 under authority of the State of California and is governed by a seven member Board of Directors representing local farmers, ranchers and businessmen. MRCD has coordinators to manage and implement technical and educational projects of the district. MRCD also has administrative support in the running of the business and collaborative support of many local agencies and organizations.

Our Watershed contains 2.6 million acres in the NE corner of California and supplies 20% of the total water flowing to the Sacramento River System. It is our commitment to ensure that the economic and ecological functions of our watershed are healthy and prosperous. Our current program is addressing our goals, but significant growth is needed to ensure long-term success. Identified risks appear manageable. Through prudent management and planning, reasonably foreseeable risks will be met and resolved.

## **Executive Summary**

**The Mission of the Modoc Resource Conservation District shall be:**

**To facilitate the sound management of our natural resources through local leadership.**

We plan to accomplish this mission through partnerships that add to the long-term cultural, economic and environmental health of our watershed. MRCD will advocate the legal rights and responsibilities of private land ownership and assert itself as a major player in natural resource decisions, project implementation and community education. Partnerships will emphasize:

- Scientific monitoring and assessment of watershed conditions and function.
- Implementation of conservation projects with willing landowners.
- Education and outreach to foster stewardship of our watershed that is ecologically sustainable, economically viable, and in the interest of all stakeholders.

Our Strategic Plan encompasses a twenty-five year vision that will be revised as needed. Annual business plans will be produced every year to adapt to changing circumstances and needs.

MRCD has a vision, a plan, and many actively involved stakeholders.

## **I. THE LAND, THE WATER & THE ECOSYSTEM**

Measurements, monitoring and projects are MRCD foundations

### **I.A. CURRENT CONDITIONS**

#### **I.A.1 Organization and Function**

MRCD is organized under Division 9 California Public Resources Code. The first official board meeting was held on March 7, 1966. Today, MRCD's priorities are:

- ❑ Utilize all technical and financial resources available and focus them on needs of local land managers to conserve soil, water and other natural resources.
- ❑ Manage our natural resources through local landowner leadership.
- ❑ Serve all stakeholders, with emphasis on farmers, ranchers, land owners, schools, the local community, and downstream users.
- ❑ Implement conservation projects cooperatively with all stakeholders.

#### **I.A.2 Critical Geographic Areas**

Devils Garden

*Warner Mountains*

Pit River and related tributaries

#### **I.A.3 Critical Natural Resource Issues**

- ❑ WQCB 303(d) listing of Pit River as an impaired body of water due to:
  - Dissolved oxygen levels stressful or lethal to aquatic life
  - Temperatures affecting fish survival
  - Nutrient loads suspected to exceed state standards
  - Sedimentation, bank erosion and associated turbidity also suspected to be a problem, although not cited in current 303(d) listing.
- ❑ Threatened and Endangered species management concerns  
Tightened management of currently listed species could affect private and public land uses, especially agriculture and timber industries.

New special status species could be identified, with similar results

- ❑ Loss of agricultural land to development and conversion to public land, and associated threat to a sustained agricultural economy.
- ❑ Loss of agricultural productivity and biodiversity to invasive plant and animal species.
- ❑ Decline of available water for all beneficial uses, including agriculture and ecosystem function

To address these issues, MRCD must work with landowners and all stakeholders to develop technical and management skills that address these problems and bring about positive change. MRCD will promote Technical/Management consideration to be provided by the MRCD and local landowners to improve our planning for:

- Watershed Enhancement & Riparian Protection
- Irrigation Water Management
- Grazing Land Management
- Maintaining Land & Natural Resources in the private sector
- Maintaining healthy ecosystems

## ***I.B. VISION FOR THE FUTURE***

To sustain a place of natural beauty, forest and agricultural productivity, and environmental integrity; whose citizens, businesses and government collaborate to make informed, responsible decisions that enhance and conserve the cultural, economic and environmental qualities of the watershed for present and future generations.

### **I.B.1 Our goal to achieve our vision shall be:**

- Achieve Watershed Enhancement and Water Management in the Upper Pit River. Goals shall include achievement of:
  - A public that is informed about watershed science and issues.
  - The best and fairest possible efficiency in water use.

- The best and fairest possible public land grazing management
- Maintenance of private land in private ownership
- Maintenance of healthy ecosystems
- Join together with the Surprise Valley RCD to better serve the landowners of Modoc County

## I. B. 2 Our objectives to achieve our goal shall be:

- Sponsor watershed assessment, planning, and monitoring to better understand the function of our watershed.
- Sponsor watershed restoration work, with an emphasis on private land needs
- Through the Central Modoc River Center, provide ongoing Outreach and Education services for all of the local community, our visitors, and our downstream neighbors.
- Create a local Land Trust with ability to acquire land and easements that will stay in the public tax base.
- Be a partner in Grazing Land Management decisions.

## ***I.C. MAJOR WORK TO BE ACCOMPLISHED***

### I.C.1. Integrated Regional Watershed Management Plan (IRWM) - Implementation

- Apply the completed Upper Pit River Watershed Assessment and Watershed Plan data to determine potential projects and submit applications for funding to the IRWM

### I.C.2 Watershed Enhancement:

- Continue implementation of demonstration projects throughout the watershed to develop capability and expertise
- Apply data from the Watershed Assessment and Planning processes to implement a systematic program of Watershed Enhancement that focuses on identified priorities.

### I.C.3 Public Education:

Partner with the Central Modoc River Center:

- Conduct vigorous outreach to farmers and ranchers
- Cooperate closely with public schools, private schools, and home schools.
- Provide interpretation of Modoc County's agricultural and natural resources to visitors and downstream neighbors
- Assist in finding joint funding opportunities and completing grant applications

### I.C.4 Irrigation Water Management:

- Sponsor Water management programs and identify cooperators
- Provide NRCS and other assistance for landowners
- Protect water rights
- Encourage efficient water use
- Explore new technologies and on farm energy audits

#### I.C.5 Grazing Land Management:

- Develop water sources
- Provide educational opportunities such as PFC or Rosgen-type workshops
- Support management projects such as juniper treatments, noxious weed treatments, range and pasture seedings and burns

#### I.C.6 Maintain Private Land Base

- Educate landowners on real estate management alternatives.
- Create Local Land Trust
- Pursue property for the Land Trust
- Form Modoc Plateau Core Group with Farm Bureau, Cattlemen, and Land Use Committee for establishing land trust easements, grass banks consolidation, etc.
- Explore other opportunities such as: grass banks and water banks

### I.D. MEASURABLE RESULTS

MRCDD shall operate with an annual business plan that is formulated as the result of input from throughout our community and the watershed. Priorities and objectives shall be based on identified needs as consistent with the mission and vision of the RCD.

MRCDD programs and projects will be subject to careful review to ensure that:

1. All activities are in accord with MRCDD's Vision and Goals
2. All activities are accurately assessed during and after implementation to ensure that objectives are realized.
3. All district functions are based on the best available scientific, agricultural, and management knowledge
4. All aspects of District operation are operating on a sound financial basis

## **II. THE CUSTOMERS AND THE PUBLIC BENEFIT**

*A MRCD premise is that all parties must benefit*

MRCD is committed to working with all stakeholders in order to achieve our Vision and Goals. These are our Customers and our Beneficiaries. We are working for all of these people individually and in their respective social and economic groups. Primary stakeholder groups that are most affected by MRCD goals are identified below. Additional groups may be added as needs are made known.

### ***II.A. CUSTOMERS AND BENEFICIARIES***

- ❑ Livestock Producers
- ❑ Farmers
- ❑ Native Americans
- ❑ Timber/Forest Products Industry
- ❑ Local Business Community
- ❑ Tourists
- ❑ Sports men and women
- ❑ Arts and Crafts Community
- ❑ Downstream Water Users
- ❑ Student and Youth Groups
- ❑ Rural recreational landowners

### ***II.B. BENEFITS RECEIVED***

- ❑ Livestock Producers:
  - Sustainable lifestyle
  - Timely water for forage production
  - Resource protection
  - Improve awareness of natural alternatives to reduce chemical usage
  
- ❑ Native Americans:
  - Improved access to public conservation services
  - Technical assistance in watershed management on tribal lands
  - Improved agricultural output and ecosystem function on tribal lands
  
- ❑ Farmers:
  - Water for agriculture productivity
  - Reduced erosion of land

- Improve awareness of natural alternatives to reduce chemical usage
- Business:
    - Local opportunity for growth and diversification
    - Economic viability as related to agriculture
  - Tourists:
    - Aesthetics and appreciation of land
    - Solitude
    - Leisure learning
    - Economic viability as related to agriculture
  - Sports men and women:
    - Improved hunting opportunities
    - Improved fishing opportunities
    - Importance that agriculture lands play in the recreational opportunities
  - Timber:
    - Sustainable resource production
    - Sustainable jobs
    - Development of value-added products
  - Arts/Crafts:
    - Natural resource-based materials
    - Inspirational scenery and culture
  - Downstream Users:
    - Better quality and quantity of water being released
  - Student/Youth:
    - Educational opportunity in agriculture and conservation
    - Job Training

### ***II.C. CUSTOMER BENEFITS***

MRCD will provide many benefits to our customers, all with the Vision and Goals in mind. MRCD will provide or work toward:

- ❑ Assistance in identifying solutions to their conservation questions and problems
  - Technical advice and assistance
  - Management advice and assistance
- ❑ Identification of sources of funding to help solve problems
- ❑ Implementation of short and long term solutions
- ❑ A social climate where external regulatory control is at a minimum
- ❑ Maximization of voluntary effort is attained
- ❑ Local leadership in resource management decision making that is:
  - Landowner/Customer directed
  - Based on honesty, trust and community ties

## II. D. QUANTITY AND QUALITY OF SERVICES RENDERED

MRCDD shall be regarded as meeting the needs of our Customers by many means. Our success will be gauged by how well we make use of these means to the end of achieving our Vision and Goals.

Internal Performance Measures regard the quality of service provided by MRCDD to our Customers. MRCDD is committed to working with all stakeholders in our watershed without discrimination in any form.

Internal Performance measures shall include:

- ❑ Timely Response to all inquiries
- ❑ Delivering what we agreed to deliver in our memorandum of agreement (MOA)
- ❑ Responsible management of all contractual duties to grantors, vendors, and landowners.
- ❑ Communicating ongoing efforts and benefits to all customers/participants by reaching out to their groups and homes. (Attend meetings of Cattlemen’s Assn., Farm Bureaus, RC&Ds, Chamber of Commerce, Rotarians, Elks, City Council, Board of Supervisors, and other local organizations. Establish representatives for liaison with other agencies such as Native Tribes, NRCS, BLM, PG&E, etc. Do outreach to organizations outside our immediate community when opportunities arise.)

Technical measures regard those things which can be counted or measured. These are typically scientific or economic indicators, and may be directly or indirectly related to MRCDD’s work.

Technical measures may include:

- ❑ Maintenance of agricultural land base
- ❑ Improved water quality indicators (erosion, temp, etc.)
- ❑ Enhanced fish and wildlife values
- ❑ Increased sustainable economic growth for Modoc County

- ❑ Increased profit margins for producers

Social measures, although not “hard data”, can also be a valid measure of success. MRCD can only be successful if we see positive trends in these social measures:

- ❑ Increased participation
- ❑ Participant "thank-yous"
- ❑ Increased pride in the community
- ❑ Continuation of our rural life style
- ❑ Increased community unity in support of common goals for our economy and environment

### *III. THE CONTROVERSIES*

*Controversy is a fact of life.*

*MRCD is dedicated to non-regulatory solutions.*

#### III.A. POSSIBLE OUTCOMES

- ❑ **NON-REGULATORY GOVERNANCE WILL:**
  - Emphasize consensus of directly involved parties
  - *Increase commitment to the vision and goals*
  - Motivate parties to seek common ground
  - Encourage grass roots participation throughout

Landowner participation is strictly voluntary, but we anticipate a greater depth and breadth of participation as a result of observing the MRCD track record. We believe that a proactive approach following this model can preclude the need for external regulation.

### **IV. THE COMPETING VISIONS**

***MRCDD is committed to working with all stakeholders in the Upper Pit River Watershed to ensure continuity to our way of life, our resources and our future***

## **OTHER VISIONS FOR USING THE RESOURCES**

- ❑ The "Preservationist Non-Use" Vision.
- ❑ The Urban Hiker vision of non-consumptive outdoor recreation: Continued conversion of working land to public land, Parks, Reservations, Refuges.
- ❑ The Industrialization Vision: energy or water development for export, prisons, un-sustainable development.
- ❑ *The remote control vision: Local watershed control removed from Modoc and taken by large population centers*
- ❑ The consumptive recreation vision: Recreation, Hunting, Off-Road Vehicle sports:
- ❑ The Privatization vision: Conversion of all or most public land to private land open for commercial or agricultural use

## **EXAMPLES OF COMPETING VISIONS**

- ❑ State and Federal agency acquisitions for wildlife refuges
- ❑ *Private projects restricting land use*
- ❑ Water Districts buying water rights for export, no local benefit
- ❑ Proposals for large correctional facilities
- ❑ Proposals for large industrial developments
- ❑ Proposals to eliminate commercial/agricultural use of public lands

Reconciliation of these competing visions will require a focus on common goals. While elimination of all conflict is unlikely, we believe that much progress can happen if all stakeholders recognize shared goals and work together to achieve them.

## **V. PARTNERSHIPS**

***MRCDD has alliances with Government Agencies, Public Organizations, and Private Collaborators. New partnerships are expected and are welcome.***

### **V.A WHO ARE THE MAIN PARTNERS?**

This is a list that grows and changes over time. MRCD anticipates that many new partners will emerge. Partnerships are drawn from various private and public sources. Current and potential partnerships are possible with:

#### PRIVATE LANDOWNER/MANAGERS

Many private farmers, ranchers, and other landowner/managers

#### PRIVATE AND NON-PROFIT INSTITUTIONS

National Fish and Wildlife Foundation

Calif. Waterfowl Association

Ducks Unlimited

Various Private Foundations

#### ACADEMIC PARTNERS

University of California Cooperative Extension

Regional Colleges and Universities

Central Modoc River Center

#### LOCAL GOVERNMENT

County of Modoc

Modoc County Office of Education

City of Alturas, Cedarville, Easleyville, Ft Bidwell

#### STATE GOVERNMENT

Department of Water Resources

State and Regional Water Quality Control Boards

Department of Fish and Game

## FEDERAL GOVERNMENT

USDA Natural Resources Conservation Service

USDA Farm Service Administration and Rural Development Agency

USDA National Forest Service

US Dept. of Interior Bureau of Land Management

US Dept. of Interior Fish and Wildlife Service

US Dept. of Interior Bureau of Indian Affairs

AND MANY OTHERS...

## V.B HOW PARTNER INTERESTS ARE SERVED

**Each partner has unique knowledge, experience, and needs. Specific contributions will vary as needs change. By coordinating these partnerships on a local level, MRCD can better serve the interests of our varied partners.**

**The UPRWEPP TAC will serve as a forum for exchange of ideas and technical expertise for all MRCD programs.**

## V.C. COLLABORATIVE PARTNERS

- Natural Resource Conservation Service
- Other Resource Conservation Districts
- North Cal-Neva Resource Conservation and Development
- Cattlemen's Organizations
- Farm Bureau
- USFS/BLM/USFWS
- State Water Quality Control Board
- Department of Corrections
- University of California Cooperative Extension

- ❑ California Department of Education
- ❑ Tribal Governments
- ❑ Local non-government organizations
- ❑ California Association of Resource Conservation Districts

## V.D. HOW WE COLLABORATE

- ❑ Monthly MRCD board meetings are open to the public and all partners, stakeholders, and collaborators.
  - Proposed new projects, status of ongoing projects
  - Actively pursue understanding and consensus
  - Ensure interested parties/stakeholders/collaborators are kept up-to-date on progress and decisions
- ❑ MRCD Coordinators and Board Members continually maintaining dialogue with MRCD staff, cooperators, and other organizations, agencies and collaborators.
- ❑ Bi-annual TAC Meetings and period newsletter updates to the TAC
- ❑ Day-to-Day interaction with all stakeholders on project-specific questions

## VI. MARKETING AND SALES

*CMCRD is working toward a "Win-Win" outcome for all stakeholders*

### VI.A MARKET POSITIONING

- ❑ Create realization that local/private initiatives are producing not only private, but public benefits as well, within the ecosystem
- ❑ Emphasize the "wilderness" of Northeast California that is being maintained for the public and private benefit
- ❑ Use Marketing Communications to spread the word:
  - Education and Outreach Program
  - Track record of successful projects/contracts
- ❑ Collaborator involvement and support in identifying and "selling" ideas to new funding sources
- ❑ "Good grades" from current customers justifying follow-up funding
- ❑ Emphasis on the value of saved or enhanced soil and water resources

## **FUNDING SOURCES AND WIN ACQUISITION STRATEGIES**

### **VI.B FUNDING SOURCES**

MRCD currently receives no routinely allocated funds from any agency or entity. We rely entirely on the support of our partners, whether as monetary funding or as in-kind support.

MRCD will strive to develop funding from the broadest possible range of funding sources, to ensure that a full range of resource problems can be addressed, and to provide diversity of fund sources. This fund diversity will ensure that the capacity to carry out the MRCD Mission will continue.

Funding will be needed from all of our partners, and opportunities will be developed whenever they contribute to MRCD Vision and Goals.

### **VI.C ACQUISITION STRATEGIES**

Our way of doing business creates opportunities to achieve the goals of our funding sources while serving the MRCD Vision and goals. Funding sources should consider that:

- MRCD is non-profit. All funds go to direct costs. MRCD will be a very cost-effective organization with timely results.
- Landowner cost sharing of work to be performed will be a consistent component of all MRCD projects.
- Public benefits from local work will be a consistent theme in all MRCD programs.
- MRCD knows our watershed and people as well or better than anyone
- Collaboration with all interested parties gives strength and depth to MRCD programs.

## **VII. OPERATIONAL PLAN**

### **VII.A Annual Work Planning**

MRCD will pursue our Vision and Goals through 4 main Program Themes:

- Watershed assessment, planning, and monitoring to better understand the function of our watershed.
- Watershed restoration work, with an emphasis on private land needs
- Ongoing Outreach and Education services for all of the local community, our visitors, and our downstream neighbors.
- Creation of a local Land Trust with ability to acquire land and easements that will stay in the public tax base.

Annual work plans will be formulated to outline objectives to put these Themes into action. Annual plans will include all actions expected for the following year, on a fiscal year basis (July 1 to June 30). Annual plans will also include summary projections of 2-5 year operations plans based on current and projected funding.

***Carefully selected Projects are balanced with our ability to perform.***

## VII.B MANAGEMENT IMPLEMENTATION

***Our management approach encourages a network of independent participants moving toward a common vision and common goal.***

All MRCD management will be under the guidance of the Board of Directors, pursuant to Division 9 of the Public Resource Code of California. Under this legal authority, the Directors shall strive for Non-Regulatory governance that is interactive between stakeholders, collaborators and partners.

Memoranda of Agreement on Projects and programs will be developed between

- *Landowners*
- *Partners/Collaborators/Agencies*
- *NRCS*

MRCD shall be the overall facilitator for all MRCD sponsored programs.

Implementation teams will be generally identified in annual work plans and specifically identified in individual project and program plans. Implementation teams will work closely with the Directors and the UPRWEPP TAC to ensure that MRCD Vision and Goals are maintained.

Periodic reviews of overall skills and capabilities needs to achieve the Vision and Goals will be conducted, and appended to the Strategic Plan as needed.

## VII.C MEASUREMENT AND ACCOUNTABILITY

*Our winning enterprise is accountable to the Land, the Ecosystem, the Customer, the Participators and the Public.*

### VII.C.1 MEASUREMENT AND ACCOUNTABILITY TO THE ENVIRONMENT

The UPRWEPP Monitoring Plan will ensure scientifically defensible data collection measuring features of the watershed. The Plan will encompass a wide range of measures to ensure appropriate tools are used to study and report conditions. The plan will be revised as part of an ongoing process to develop the best possible measures of ecosystem function. The core of the Monitoring Plan will continue to be a system of steps applicable to a wide range of local conditions that can be recorded by the average landowner. The Plan is presented in Appendix 2.

Data will be shared with all legitimately interested parties, but will be disseminated with all possible regard for landowner privacy

### VII.C.2 MEASUREMENT AND ACCOUNTABILITY FOR CUSTOMER SATISFACTION

- Primary customers to be satisfied
  - Landowner/Participants
  - Funding Sources
  - Collaborators

- ❑ Customer satisfaction measured by
  - Expanded base of participators wanting our service
  - Continued funding for new projects
  - Collaborators willing to maintain relationships

### VII.C.3 MEASUREMENT AND ACCOUNTABILITY OF A CITIZEN-LED PROCESS

- ❑ Measurement and Accountability evidenced by
  - Consensus by stakeholders, collaborators and partners on scope of work to be performed
  - Memorandum Of Agreements for Projects
  - Performing work in accordance with Funding contracts and MOAs
- ❑ Community and Citizen Pride in the work performed opening doors for future projects

### VII.C.4 MEASUREMENT AND ACCOUNTABILITY OF ACTIVITIES

- ❑ MRCD measurement and accountability of Operations and Activities includes:
  - Satisfying all Funded Contractual requirements
  - Meeting all requirements and commitments of the Project's MOU with the Landowners/Participators
  - Timely response to new requests for support
  - Timely completion of Projects

### VII.D INDIRECT COST POLICY

The Policy is presented in Appendix 3

**Ingenuity and perseverance of MRCD in finding common ground for getting things done will be evidence of our commitment.**

## **VIII. RISKS, CHALLENGES AND ASSUMPTIONS**

***Risks are a fact of life.....***

***The challenge is identifying and managing them in a timely manner***

## VIII.A RISKS

- ❑ **BIGGEST CHALLENGES**
- ❑ **NEED FOR HELP**
- ❑ **BENEFITS VERSUS CHALLENGE**

## VIII.B CHALLENGES

### VIII.B.1 THE BIGGEST CHALLENGES

- ❑ Educating landowners and the general public about who we are, what we have to offer, and how we can help them improve our natural resources.
- ❑ Understanding the reasonable expectations and potential for our watershed while considering the landowners, the water quality, fish and wildlife habitat and downstream users.
- ❑ Assessing project possibilities within the watershed, and then in turn, prioritizing projects in order to utilize our financial resources in the most effective and efficient manner.
- ❑ Identifying, completing, and winning grants and other sources of funding to accomplish the MRCD Vision.
- ❑ Obtaining funding on a continuing basis

### VIII.B.2 THE BENEFITS VERSUS THE CHALLENGE

- ❑ A community based land and watershed restoration effort will experience greater buy-in from those involved.
- ❑ Through increased community involvement, we will experience greater vision and understanding for the need for watershed restoration.
- ❑ Financial assistance for cooperating landowners who, without the assistance of the MRCD, would otherwise not be able to afford changes.
- ❑ A stronger community can arise from facing the challenges

## VIII.C ASSUMPTIONS AND CONSEQUENCES

- ❑ MRCD Coordinators and Board of Directors are capable of managing emergencies.
- ❑ Technical Advisory Committee (TAC) is available for support in making technical/management decisions, and to provide interim skills and capabilities needed to implement objectives.
- ❑ Governmental change does not occur overnight. MRCD has time to adapt to these changes.

- ❑ Our objectives are based on current scientific understandings of the environment. New data may require re-planning.

## **APPENDIX 1: IMPLEMENTATION TEAM**

The following analysis describes current staffing needs for MRCD and projects the skill and capabilities needed to implement the Vision, Goals, and Objectives of the MRCD Strategic Plan. Many of these positions will be filled as contractors, temporary staff, and volunteers.

*Skills and Capabilities come from all participators and are orchestrated together by the MRCD Coordinators and Board of Directors.*

## **LONG-TERM ANALYSIS OF SKILLS AND CAPABILITIES NEEDED**

In order to plan for growth, personnel needs must be anticipated. Specialists that are expected to be needed for long-term achievement of MRCD's Vision, goals and objectives are listed below. It is understood that today's employees often wear many hats, and that as the organization expands, individual work loads will become more specific.

### **Resource Management Specialists**

Watershed Coordinator

Project Engineer

Hydrologist

Botanist

Zoologist/wildlife biologist

Fisheries biologist

Range Specialist

Irrigation specialist

Mechanics

Field Technicians

**Education Program Specialists**

Education Coordinator

Docents

Interpretive planner

K-12 watershed education specialist (i.e., teaching credential)

Exhibit designer

Curator

Landscape architect

**Land Trust Staff**

Trust Administrator

Legal Representation for trusts

**Management & Administration**

District Manager

Administrative Assistant

Auditor

Bookkeeper

General clerical

Contract manager

Planner

Public Relations

## **APPENDIX 2 FINANCIAL**

MRCDD Board of Directors closely monitor that costs do not exceed funding

### **REVENUE BY SOURCES OF FUNDING**

<b>MRCDD Funding Source</b>	<b><u>CY2015</u></b>	<b><u>CY2016 &amp; Out</u></b>
<b>BLM-Range</b>	0.00	60,582.00
<b>NRCS - Range</b>	114,500.00	204,881.00
<b>BLM - Weeds</b>	70,000.00	70,000.00
<b>Fee for Service</b>	9,430.00	9,430.00
<b>Plant Sale</b>	0.00	1,500.00
<b>Equipment Rental</b>	100.00	300.00
<b>MRCDD General</b>	7,827.00	10,000.00
<b><u>TOTALS</u></b>	<b>\$201,857.00</b>	<b>\$356,693.00</b>

#### **MRCDD Board of Directors**

Pearce Flournoy, Chair Exp: December 2018

Erika Forrest, Vice Chair Exp: December 2018

Bill Valena, Treasurer Exp: December 2018

Richard Mackey Exp: December 2016

Spencer Smith Exp: December 2016

Laurie X Wayne Exp: December 2016

Chico Pedotti Exp: December 2016

**Staff**

Reina Baremore, Business Manager

Edgar Sanchez, Range Tech

Samantha Frank, Range Tech

Jessica Sharp, Arch. Tech

Five (5) Full-Time Seasonal Weed Management Staff

## **Appendix 3 Indirect Cost Policy**

### **ORGANIZATION:**

Modoc Resource Conservation District

The indirect cost rate contained herein is for use on grants, contracts, and cooperative agreements with the Federal government to which OMB cost principles apply, subject to the limitations contained in the cost principles and in the General Terms and Conditions (Section II, A below).

### **SECTION I: FIXED RATES**

In conjunction with the MRCD's Annual Strategic Plan (revised February 2016)

Rate 15%

### **SECTION II: GENERAL TERMS AND CONDITIONS**

#### **A. Limitations**

Applicable To All Programs

Use of the rate contained in this Policy is subject to any statutory or administrative limitations and is applicable to a given grant, contract or cooperative agreement only to the extent that funds are available and consistent with any and all limitations of cost clauses or provisions, if any, contained therein.

Approval of this rate is predicated on the following conditions:

1. That no costs other than those incurred by the grantee's allocation plan is included in this indirect cost pool as finally accepted and that such incurred costs are legal obligations of the grantee and allowable under the governing cost principles,

2. That the same costs that have been treated as indirect costs have not been claimed as direct costs,
3. That similar types of costs have been accorded consistent accounting treatment, and
4. That the information provided by the grantee, which was used as a basis for acceptance of the rate agreed to herein is not subsequently found to be materially incomplete or inaccurate.

## **B. Audit**

Adjustments to amounts resulting from an audit of the cost allocation plan or indirect cost rate proposal upon which the policy was based will be compensated for in a subsequent negotiation with each grantor.

## **C. Changes**

The fixed rate contained in this agreement is based on the organizational structure and the accounting system in effect at the time a proposal is submitted. Changes in the organizational structure or changes in the method of accounting for costs, which affect the amount of reimbursement resulting from use of the rate in this agreement, require the express and written approval of the authorized representative of the responsible negotiating agency. Failure on the part of the grantee to obtain such approval may result in subsequent cost disallowance.

## **D. Special Remarks**

Indirect costs charged to Federal grants, contracts or cooperative agreements by means other than the rate cited in this policy should be adjusted to the applicable rate cited herein which should be applied to the appropriate base to identify the proper amount of indirect costs allocable to the program.

## **E. Direct and Indirect Costs Allocation**

Direct and Indirect Costs shall be determined by the following:

1. Indirect costs are those that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective. Direct cost of minor

amounts may be treated as indirect costs under the conditions described in subparagraph B.2 of the OMB Circular. After direct costs have been determined and assigned directly to awards or other work as appropriate, indirect costs are those remaining to be allocated to benefiting cost objectives. A cost may not be allocated to an award as an indirect cost if any other cost incurred for the same purpose, in like circumstances, has been assigned to an award as a direct cost:

2. Because of the diverse characteristics and accounting practices of non-profit organizations, it is not possible to specify the types of cost which may be classified as indirect cost in all situations. However, typical examples of indirect cost for many non-profit organizations may include depreciation or use allowances on buildings and equipment, the costs of operating and maintaining facilities, and general administration and general expenses, such as the salaries and expenses of executive officers, personnel administration, and accounting.
  
3. Indirect costs shall be classified within two broad categories: "Facilities" and "Administration." "Facilities" is defined as depreciation and use allowances on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel, library expenses and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, (where applicable)). See indirect cost rate reporting requirements in subparagraphs D.2.e and D.3.g. of the OMB Circular.

## **Narrative Descriptions**

### **Detailed Project Description**

This project will rehabilitate a severely burned landscape left in the aftermath of the 2012 Barry Point Fire west of Goose Lake in northeastern California. The fire impacted 38,367 acres in the Modoc County region, including 2,364 acres within SNC boundaries. The proposed project seeks to reestablish native ponderosa pine on private lands with public values protected by a conservation easement. The requested \$375,887 restoration grant from the SNC Prop 1 would be matched by a \$2.5 million dollar restoration grant from the Wildlife Conservation Board, \$500,000 restoration grant from CAL FIRE and other significant contributions from Collins and other partners to make sure that the primary goal of this project, ensuring that the burned portion of the property is reforested and its habitat values restored, is achieved.

The devastating Barry Point Fire caused as much as 75% tree mortality within the fire's perimeter as well as the loss of ground cover exposing thousands of acres to increased levels of erosion. Typically, post-fire stream sedimentation loads are increased and stream temperature is elevated until a forest cover can be established. The project area has over eighty percent exposed bare mineral soil and this effort would begin the restoration process by initiating the needed forest cover. Once established, the effects of this restoration effort will assist in returning streams to baseline conditions, reducing stream temperatures, minimizing soil erosion and creating critical wildlife habitat. Consistent with the objectives of SNC's Watershed Improvement Program, water supplies are expected to be more reliable and better withstand unforeseen pressures as a result of a changing climate.

The fire also severely impacted wildlife values significant to the State of California. Prior to the fire, the property's mosaic of meadows, riparian woodlands and aspen groves, mountain mahogany savannah, low sage and pine stands provided a unique habitat complex identified by the California Wildlife Action Plan as deserving additional protection. These diverse habitat types support a number of special status species such as greater Sandhill crane, great grey owl, goshawk, bald eagle and black-backed woodpecker.

To ensure the long-term management of the property for its public values, guide long-term habitat restoration, and secure long-term increases in carbon sequestration, the Collins Company has charitably granted a perpetual conservation easement over their 32,686-acre ownership to Pacific Forest Trust, which encompasses the most of the Barry Point Fire perimeter and all of the SNC proposed project area.

Rehabilitation work commenced shortly after the fire with the harvesting of the damaged timber in 2012 and 2013. Preparation includes herbicide application to ensure the success of the newly planted seedlings and the upcoming stages of planting 4.5 million seedlings across the charred

landscape. The SNC portion of the proposed project includes the planting of 531,900 ponderosa pine seedlings.

Approximately 10 small streams flow through the project site, flowing primarily northeast into Goose Lake, the headwaters of the Pit River. The Pit River is the largest contributor to Shasta Lake and makes up a portion of the Central Valley Water Project, which serves over 23 million thirsty Californians with water for drinking, agricultural and domestic uses. Sections of the Pit River downstream of Goose Lake are listed as impaired according to section 303(d) of the Clean Water Act. In accordance with the Clean Water Action Plan, increased forest cover resulting from this project will benefit downstream watershed values, including lowering stream temperature and reducing sedimentation levels as well in anticipation of the effects of climate change on the timing, volume and temperature of water flows. Projects such as this protect and restore the resiliency of the ecosystems and will help support fish and wildlife populations, improve water quality and restore natural system functions.

The Barry Point Fire Restoration Project is a joint public-private collaborative effort among the Pacific Forest Trust, Collins Timber Company, California Department of Fish and Wildlife – Wildlife Conservation Board, CAL FIRE, NRCS, US Fish & Wildlife Service and The Arbor Day Foundation. This project on private property plays a key landscape role on the Modoc Plateau, connecting Goose Lake with the Modoc National Forest, surrounding the project area on three sides, while the Fremont-Winema National Forest in Oregon abuts the project area to the north. Several State and Federal wildlife areas are within the vicinity of the project area as well. Collins Timber Company, the landowner, is a respected leader in sustainable forest management in the State and the first commercial forestland owner to certify its land under the auspices of the Forest Stewardship Council.

## Workplan/Schedule

The overarching goal of this forest restoration project is to restore the ecosystem functionality of the property, including its forest carbon sequestration, and surrounding landscape. The following objectives and restoration strategies will be used to meet the goals of the state of California and the Sierra Nevada Watershed Improvement Program.

The major tasks in the proposed Work Plan are as follows:

- Site preparation to reduce competition
- Conifer establishment
- Seedling survival surveys

## Scope of Work Details by Task

### 1. Site Preparation:

The first step includes reduction in the competitive brush component on site to ensure a healthy thriving forest in the future. Herbicide application on the burned area is necessary to reduce the competition seedlings would experience from broad leaf species as well as grasses and forbs that occupy the site naturally. The elimination of vegetative competition through herbicide application has a direct benefit on the amount of carbon that will be stored on-site. Establishing healthy growing trees as soon as possible will sequester much more carbon than the pioneer species that will otherwise occupy the site after a disturbance, thus the need for the herbicide application.

**NOTE - *This portion of the project was completed in October 2015.***

### 2. Conifer Establishment:

The burn will be planted back to ponderosa pine. The entire tract of land including the burned area is infected with laminated root rot which is hosted by white fir. Planting white fir stock would eventually be infected with the disease via root contact. No other conifer species are naturally occurring in this region. Therefore planting other species of conifers would be a risky undertaking with limited success.

The seed used for reforestation was collected from both wild and orchard ponderosa pine trees. All seed originated in Seed Zone 6 (historically 731) and has been successfully growing on this tract of ground. The seed zones for 731 and 730 have been split on geographic boundaries (USFS Regional Boundaries) rather than biological ones. The previous owner of the property, Weyerhaeuser Co., used seed transfer guidelines based on adaptive traits such as survival, cold hardiness, bud break and set and elevation. Some of the original seed collection for Weyerhaeuser's Klamath Forest seed orchard

establishment was collected from trees on this tract of land. Weyerhaeuser's early genetic work on eastside ponderosa pine has proved to be successful at establishing and growing trees with the improved seed that is well adapted to this site. We used progeny testing transference guidelines to allow for seed to be moved from Zone to 731 to this portion of Zone 730.

Seedlings will be grown at Green Diamond's Klamath Forest Nursery in Bonanza, Oregon. Ponderosa pine seedlings will be 2+0 bare root stock with minimum caliper of 4.0 mm, minimum height of 10.0 cm. Seedlings will be fall/spring lifted and placed in cold storage until the time of planting. It is anticipated that out-planting will occur in April/May of 2017.

Seedlings will be planted following chemical site preparation. A total of 531,900 seedlings will be planted at a 225 trees per acre (tpa) density.

In order to efficiently plant the number of seedlings necessary to rehabilitate the site, it is necessary to hire independent contractors whose business is to plant trees. Three tree planting companies will be hired to begin the process. These companies will contract their services with a crew of 12 planters; 11 planters and one foreman. A crew of this size can plant, on average, 12 thousand seedlings per day. With three crews, over thirty-six thousand trees will be planted on a daily basis or over two hundred thousand on a weekly basis.

In order to ensure the trees are planted correctly, Collins has hired tree inspectors whose sole job is to make sure the tree planters are performing a quality job when they plant the trees. Depending on crew size, there could be up to three inspectors per crew. This is necessary so that any one inspector does not have too many tree planters to inspect. Typical inspection quality control checks include: inspecting for j-rooting of tree, proper tree spacing, proper root length, proper planting depth, and proper tree placement.

### 3. Seedling Survival Surveys:

All seedlings will be grown at a single nursery in one stock type, so variation between nursery and stock type will not be a factor in survival. Impacts to seedling survival will be that of: planting quality, soil temperature and soil moisture. Planting quality will be addressed concurrent with planting through planting inspector's surveys. Soil temperature as well as other matrixes will be used to ensure that seedlings are being planted at the proper time as well as being cared for between cold storage and planting. Soil moisture is the most critical impact to seedling survival once they have been planted.

As managers we have limited control on soil composition and annual precipitation which leaves us with controlling soil moisture by treating non-conifer vegetation. All planting units will have a portion of the competing vegetation controlled through the first few

years. Ensuring limited competition for soil moisture the first and second growing season will allow for high seedling survival.

Seedling mortality monitoring will be conducted following the tree's response to seasonal moisture stress during the first year of establishment. The seedling survival surveys planned to monitor the effectiveness of reforesting the Barry Point Wildfire scar will be through the use of stake rows.

Stakes will be installed within the planting units immediately adjacent to the newly established seedlings. These stake rows will be used to determine seedling survival through the first growing season and may be used beyond the first year if the opportunity arises. Stake rows will be located perpendicular to planting lines to minimize the influence of monitoring a single planter. All stake rows will be located at least 20 feet away from the road to eliminate the road influence. One row of twenty seedlings per 1,000 acres planted will be established.

Within the stake rows percent non conifer vegetation will be measured to determine if competing vegetation has impacted seedling survival. Percent vegetation will be calculated based on the square foot area allocated per seedling (i.e. seedlings planted on a 14 x14 grid will have 196 ft<sup>2</sup>).

For calculating seedling survival, a count of the number of seedlings that did not survive divided by 20 will determine the percent survival. For example if three seedlings died out of the twenty that were planted, the percent survival would be 85%. If the unit has less than fifty percent seedling survival across the entire unit, a determination will be made whether or not to replant the unit. Lack of survival can be attributed to a number of different factors including nursery stock, rodents, planter who planted the seedling and environmental factors for example. Many of these factors are out of our control. If the determination is made that the lack of seedling survival is due to planting stock and not environmental conditions, replanting the area will be strongly considered.

### **Timetable**

Project Deliverables	Timeline
Plant 531,900 seedlings.	March-May 2017
Conduct seedling survival surveys	2017 - 18

## **Restrictions, Technical/Environmental Documents and Agreements**

### **Restrictions / Agreements**

No restrictions apply to this project. The lead agency on this project is CAL FIRE as this property is zoned Timber Production Zone. CAL FIRE is also the responsible agency as it pertains to CEQA. Although Collins is regulated by CAL FIRE under the Forest Practice Act, Collins exceeds the minimum necessary requirements of the law.

Collins always goes above and beyond the Forest Practice Act in the management of their property. In 1997 Collins took the initiative and was awarded a certificate of Forest Stewardship Council Forest Certification of exemplary management of their timberlands. Collins always has and always will have a long term outlook to the management approach on their property. This is shown by the conservation easement on the property.

This conservation easement will assure the long-term management of the property for these values, and as part of the cost-share for this Project, the Collins Company has agreed to charitably grant to PFT a perpetual working forest conservation easement over the whole of the 32,686-acre tract.

It is the Purpose of the Conservation Easement to:

- (a) Protect significant open and relatively natural forest and meadow ecosystems, in particular the eastside pine and associated conifer forest and western juniper forest types occurring today or historically occurring on the Property as described in the Report;
- (b) Protect the naturally diverse habitat complex for native fish and wildlife, especially riparian forests, meadows, complex mature forests, and habitat features such as large trees, that are important for the needs of threatened and rare species;
- (c) Protect significant water resources and the water quality thereof, including Willow Creek, Turner Springs, Fletcher Creek, Corral Creek and other watercourses;
- (d) Enhance the forest's ability to store atmospheric carbon;
- (e) Maintain the capacity of the Property for productive forest and rangeland management, including the long-term sustainable harvest of high quality forest products, contributing to the economic vitality of the state and region; and
- (f) Allow non-motorized, non-consumptive recreational access to the Property for the general public pursuant to the specific terms of this Easement; and
- (g) Prohibit any use of the Property that would materially impair, degrade or damage the Conservation Values of the Property taken as a whole, while recognizing and acknowledging that a balance must exist among all the Conservation Values, and that the act of favoring one value may lead to the impairment of another.

### **Regulatory Requirement/Permits**

At the beginning of this process numerous inquiries were made to determine whether or not tree planting would be regulated under the Z'BERG-NEJEDLY Forest Practice Act 1973. This act is what the land, which is classified as Timber Production Zone, is regulated under. What was determined is that because this project is not harvesting trees, no Timber Harvest Plan or other permits are necessary. There will be no adverse impacts to the land due to tree planting activities.

An CEQA document has been submitted to and approved by CAL FIRE which is the responsible agency for this project

The CEQA State Clearinghouse number is 2014119010.

## **Organizational Capacity**

Collins Timber's main focus of business is that of growing forests. Collins has two fulltime California Registered Professional Foresters (RPF) on staff. Additional staff is directed by these RPF's. Furthermore, additional staff is available, if needed, from Collins Timber sister company Collins Pine Company in Chester California.

In order to efficiently plant the number of seedlings necessary to rehabilitate the site, it is necessary to hire independent contractors whose business is to plant trees. Three tree planting companies will be hired to begin the process. These companies will contract their services with a crew of 12 planters; 11 planters and one foreman. A crew of this size can plant, on average, 12 thousand seedlings per day. With three crews, over 36 thousand trees will be planted on a daily basis or over 200 thousand on a weekly basis.

In order to ensure the trees are planted correctly, Collins has hired tree inspectors whose sole job is to make sure the tree planters are performing a quality job when they plant the trees. Depending on crew size, there could be up to three inspectors per crew. This is necessary so that any one inspector does not have too many tree planters to inspect.

This is a large undertaking. However Collins staff has tackled large projects like this in the past. For example the 2007 Fletcher fire which burned 4,000 acres of Collins property required the coordination of seven different logging crews.

In 2011 Collins staff was responsible for the coordination of and the clearing of fifty miles of right-of-way for the Ruby Pipeline. This was a major undertaking because the project had to keep on schedule, on-time and under budget. Over fifty individual workers were under Collins control; this included time keeping, safety meetings, daily work scheduling and interfacing with the pipeline main contractor, Rockford Corporation.

Finally in 2012/13 was the harvesting of the dead timber from the Barry Point Fire. Collins needed to administer the Timber Harvest Plans, including on-the-ground identification and flagging of stream course buffers, conduct archaeological surveys prior to harvesting operations, identification of springs, seeps or other significant water features, determine harvest boundaries, negotiate contracts and prices, and determine start dates. Along with this is the coordination of the log deliveries to the sawmill in Lakeview which the Collins staff was responsible for. At the peak of operations over 12 logging crews representing over 150 individuals were under the guidance of Collins.

All of these projects incorporated the same planning and scheduling issues that are evident in this large scale tree planting effort. Having this experience gives Collins the confidence to engage and execute this project on-time and within budget.

For Collins to take on the task of replanting this property it will be a challenge, but with the expertise the staff has from past projects, this project should be completed without missteps.

## Cooperation and Community Support

This project is consistent with the goals laid out in a number of local, regional and statewide conservation plans.

- 1) Modoc County General Plan: This project will help restore the native forestland and associated wildlife habitats on the property, which are both recognized by the county general plan as essential to the County's economic vitality and quality of life for its residences.
- 2) Sierra Nevada Conservancy's Healthy Forest Initiative: This restoration project meets the SNC's goals to promote ecologically and economically sustainable forest management and restoration of plant and wildlife habitat that results in increased resiliency, diversity, and species composition.
- 3) Climate Adaptation Strategy, State of California (2009) - this plan recognizes the importance of creating "large scale well connected, sustainable system of protected areas."
- 4) California's State Wildlife Action Plan, California Department of Fish and Wildlife (2007) - Identifies stressors affecting wildlife and the additional actions needed to maintain wildlife diversity and abundance in the future.
- 5) Wildlife Conservation Board's Forest Conservation Program- Restoration projects must demonstrate the long-term protection of the restoration effort and be tied to the forest structure and sustainability. A long-term agreement to manage the restoration effort must coincide with the useful life of the improvements and restoration practices.

This major restoration project has garnered wide support, including from the Modoc County Board of Supervisors, state elected representatives (Assembly Member Dahle), Wildlife Conservation Board, California Department of Fish and Wildlife, Fish and Wildlife Service and residents of Modoc County. Please see copies of letters of support attached.

During the meeting of the Modoc County Board of Supervisors November 10, 2014, it was unanimously agreed to support the restoration efforts on Collins property. This rare expression of support shows a commitment by Modoc County to Collins in making sure that the property goes from a burgeoning brush field to a forest. The County's natural resources are the backbone of the local economy. These resources support jobs associated with timber harvesting and agriculture as well as the service industries associated with recreational hunting, fishing and hiking. The Modoc County General Plan (September 1988) and this project mesh nicely. In particular, the General Plan includes a policy to "1. Enhance the timber resources through a county-wide conservation program; 2. Ensure compatibility of rural development with valuable timberland resources; 3. Protect timber resources through vegetation program; 4. Protect timber resources for its wildlife habitat and scenic resources; [and] 5. Protect officially listed rare and endangered plants in Modoc County which contribute to the natural diversity of plant life,"

(Modoc County General Plan, page 67). Additionally, the General Plan recognizes that “the primary issue related to the management of timber resources in Modoc County is that the commercial timber industry is currently depressed,” and that “this decline in production has led to decreased revenues, lower wages, and unemployment.”

To address this issue, the Plan proposes “carefully explor[ing] all practicable measure to enhance the timber resource...to promote the highest return of the resource potential. Public and private parties with interests in the timber resource should be encouraged to undertake such a comprehensive program on a collaborative basis,” (Modoc County General Plan, page 64-65). This project coincides with these stated goals and procedures, in that they allow for reforestation and the permanent maintenance of the land in a state of timber productivity. Commercial timber harvest will continue on this property with the establishment of a new forest and thus supports the General Plan’s intention to enhance the local timber industry which ultimately helps the local communities.

The public may continue to visit the property as they have historically for hunting, fishing, hiking and camping. This is a large-scale, land-healing project that should be understood and enjoyed by the general public. This very well could be a model project that will encourage others that have experienced catastrophic losses of timberland to rehabilitate and conserve their land as well. Pacific Forest Trust will do media outreach, guided tours for stakeholders and, for the general public; Collins will work with the landowners to create signage on-site to inform visitors about the history and the future of the project and property.

Actual letters of support are included and are in the file name LOS.pdf. Though these letters specifically address supporting the WCB restoration project, this SNC project is a part of the whole. The support showed by these agencies is for the entire burn area.

**Letters of Support**

<b>Name</b>	<b>Association</b>
<b>Brian Dahle</b>	Assemblyman 1 <sup>st</sup> District
<b>Jim Wills - Chairman</b>	Modoc County Board of Commissioners
<b>Neil Manji – Regional Manager</b>	California Dept. Fish and Wildlife
<b>Pearce Flournoy - President</b>	Central Modoc RCD
<b>Chester Robertson</b>	Modoc County Administrative Officer
<b>Mickey Gemmill, Chairman</b>	Pit River Tribe
<b>Reese Soriano</b>	Modoc Outdoor Recreation & Tourism
<b>Cassie Roeder</b>	US Fish and Wildlife Service Modoc Refuge
<b>Timothy E. Davis – District Ranger</b>	US Forest Service Modoc National Forest
<b>Herb Jasper - President</b>	Goose Lake RCD

STATE CAPITOL  
P.O. BOX 942849  
SACRAMENTO, CA 94249-0001  
(916) 319-2001  
FAX (916) 319-2101

DISTRICT OFFICE  
280 HEMSTED DRIVE, SUITE 110  
REDDING, CA 96002  
(530) 223-6300  
FAX (530) 223-6737

E-MAIL  
Assemblymember.Dahle@assembly.ca.gov

# Assembly California Legislature



**BRIAN DAHLE**  
ASSEMBLYMAN, FIRST DISTRICT

COMMITTEES  
VICE CHAIR: ENVIRONMENTAL  
SAFETY AND TOXIC MATERIALS  
VICE CHAIR: NATURAL RESOURCES  
AGRICULTURE  
UTILITIES AND COMMERCE  
WATER, PARKS AND WILDLIFE

Mr. John Donnelly  
Executive Director  
California Wildlife Conservation Board  
1807 13<sup>th</sup> Street, Suite 103  
Sacramento, CA 95811

**Subject: Support for the Barry Point Fire Restoration Project**

Dear Mr. Donnelly:

I am writing in support of the Pacific Forest Trust's pending application for grant funds to restore 22,414 acres of productive forestland in Modoc County, which was burned in the 2012 Barry Point Fire.

The partnership with the Collins Timber Company on its Lakeview tract can achieve many state priorities for restoration and conservation of wildlife habitat, watersheds and working forests, as well as climate change goals, in a cost-effective fashion. This project will restore critical habitat and watershed values on a tract with landscape importance, connecting the surrounding National Forests with Goose Lake. By acting quickly, Pacific Forest Trust and Collins can restore the native Eastside pine forest, rare swamp forest, associated riparian habitat, aspen stands, and xeric meadows. This will decrease the thermal load and stream course sedimentation caused by this type of stand-replacing fire; and speed up the restoration of wildlife habitat for a number of threatened and endangered species including the northern-most population of the great grey owl, the greater sandhill crane, and the black-backed woodpecker, as well as Rocky Mountain elk. The project will recreate the forested, scenic landscape that local community members have long used for recreation; and support the local economy by reestablishing a working forest for timber products.

The Wildlife Conservation Board's (WCB) investment in this project would be highly leveraged. The WCB grant would be matched at a 50% level by other state and federal agency grants as well as a landowner donation. Furthermore, the Collins Company has generously agreed to donate a working forest conservation easement over the entire property, which will further ensure that the investment of restoration on this property will be protected and that management of the property will enhance habitat values in perpetuity. The citizens of California and the adjacent public land managers will be assured that these critical lands will always be managed as a working forest for wildlife habitat, water quality and recreational public benefits.

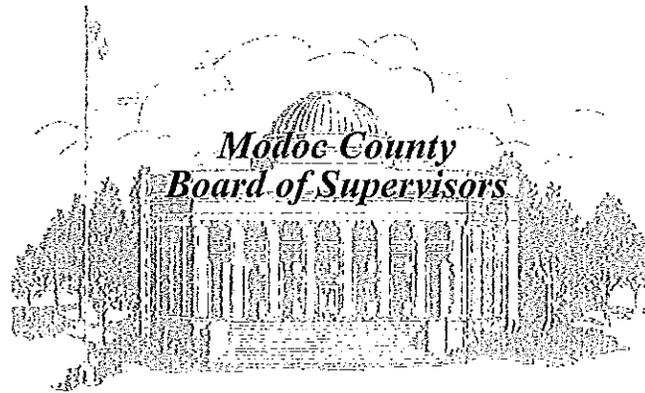
I support the efforts of the Pacific Forest Trust to secure public funding for the Barry Point Fire Restoration Project, as requested. If you have any questions, please feel free to contact my District Director, Bruce Ross, at (530) 223-6300.

Yours sincerely,

A handwritten signature in blue ink that reads "Brian Dahle".

**BRIAN DAHLE**  
Assemblyman, 1<sup>st</sup> District

DAVID ALLAN  
1<sup>st</sup> District  
JOHN PEDERSEN  
2<sup>nd</sup> District  
KATHIE ALVES  
3<sup>rd</sup> District  
JAMES WILLS  
4<sup>th</sup> District  
GERI BYRNE  
5<sup>th</sup> District



AMBER MASON  
DEPUTY CLERK OF THE  
BOARD OF SUPERVISORS  
204 S. COURT STREET  
ALTURAS, CALIFORNIA 96101  
(530) 233-6201  
FAX (530) 233-2434

November 13, 2014

John Donnelly  
Executive Director  
California Wildlife Conservation Board  
1807 13th Street, Suite 103  
Sacramento, CA 95811

RE: Barry Point Fire Restoration Project Support Letter

Dear Mr. Donnelly:

The Modoc County Board of Supervisors, at their November 10 meeting, voted to support Pacific Forest Trust's application for funding to restore forest lands owned by the Collins Company that were severely burned by the Barry Point Fire in August of 2012.

This property represents the largest block of privately held timberland in Modoc County. It has made an important contribution to the tax base and economic health of our communities for decades and it is essential that it be restored to its former condition. The taxes help fund essential county services and the jobs produced because this property is managed, in part, for timber production are important locally.

This land also makes a major contribution to the ecological health of the local ecosystems. Collins Company is a good steward of the forest environment and this property provides major benefits to many species of interest including great grey owls, greater sandhill cranes (on the state endangered list) and black-backed woodpeckers. This property also provides habitat for the burgeoning Rocky Mountain elk herd that is becoming an important economic factor as well.

This land is an inholding within the National Forest system, positioned on the California/Oregon state line, sharing boundaries with both the Modoc and the Fremont-Winema National Forests. Collins Company is a good neighbor and the transition from federal to private land is seamless. The local citizens and Modoc County are appreciative of this.

Modoc County believes it is critical that these timberlands be restored to protect water quality, enhance species habitat and to maintain this landscape as a working forest. We find it entirely appropriate for the Wildlife Conservation Board to utilize taxpayer dollars for this purpose.

The Modoc County Board of Supervisors encourages your positive consideration of this project.

Sincerely,

A handwritten signature in cursive script that reads "Jim S. Wills".

Jim S. Wills, Chairman

## Memorandum

Date: October 17, 2014

To: John Donnelly, Executive Director  
Wildlife Conservation Board  
1807 13<sup>th</sup> Street  
Sacramento, CA 95814

From: **Neil Manji**, Regional Manager  
Region 1 – Northern



Subject: **Support for Barry Point Fire Forest Restoration Project, Modoc County**

We would like to express our support for the Barry Point Fire Forest Restoration Project in Modoc County. This Project has been submitted by the Pacific Forest Trust (PFT) to the Wildlife Conservation Board (WCB) for funding consideration under the Forest Conservation Program.

In 2012, the Barry Point Fire swept through southern Oregon and northern California, burning nearly 93,000 acres. Within California, one of the hardest hit entities was the Collins Timber Company (Collins). The fire burned 22,414 acres (nearly 75%) of Collins' Lakeview Tract property in Modoc County, severely impacting both timber and wildlife values. This project would assist Collins in their efforts to restore the timber, wildlife, and ecological values of the property following the fire.

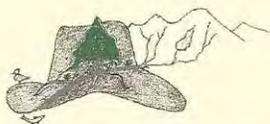
Prior to the fire, the property consisted of a flowing mosaic of wet and xeric meadows, riparian woodlands and aspen groves, ponderosa pine stands, mountain mahogany savannah, low sage, and rocky outcroppings. These diverse habitat types support the life functions of a wide variety of wildlife species, including a number of special status species such as greater Sandhill cranes, northern goshawk, bald eagle and black-backed woodpecker, as well as 25 rare plants. Most notably, the property has been home to the State's northern-most population of great grey owl. Notable megafauna including Rocky Mountain elk, Rocky Mountain mule deer, black bears, mountain lions, and pronghorn antelope are resident or migrate through the property.

The Department of Fish and Wildlife (Department) looks forward to working with Collins and PFT to restore wildlife habitat values across this landscape. In addition to pledging to work with the Department to maximize habitat values during the reforestation process, Collins has committed to donating a conservation easement covering their entire 32,636-acre Lakeview Tract in exchange for WCB's assistance with reforestation costs. The Department strongly supports this forest restoration project and believes it to be of great public benefit to the State of California.

John Donnelly  
October 17, 2014  
Page 2

If you have any questions, please do not hesitate to contact Mr. Eric Haney of my staff at [Eric.Haney@wildlife.ca.gov](mailto:Eric.Haney@wildlife.ca.gov) or (530) 225-2052.

ec: Messrs Neil Manji, Curt Babcock, Curtis Milliron, Joe Croteau, Robert Hawkins,  
and Eric Haney  
Mss. Karen Kovacs and Kari Lewis  
Department of Fish and Wildlife  
[Neil.Manji@wildlife.ca.gov](mailto:Neil.Manji@wildlife.ca.gov), [Curt.Babcock@wildlife.ca.gov](mailto:Curt.Babcock@wildlife.ca.gov),  
[Curtis.Milliron@wildlife.ca.gov](mailto:Curtis.Milliron@wildlife.ca.gov), [Joe.Croteau@wildlife.ca.gov](mailto:Joe.Croteau@wildlife.ca.gov),  
[Robert.Hawkins@wildlife.ca.gov](mailto:Robert.Hawkins@wildlife.ca.gov), [Eric.Haney@wildlife.ca.gov](mailto:Eric.Haney@wildlife.ca.gov),  
[Karen.Kovacs@wildlife.ca.gov](mailto:Karen.Kovacs@wildlife.ca.gov), [Kari.Lewis@wildlife.ca.gov](mailto:Kari.Lewis@wildlife.ca.gov)



## CENTRAL MODOC RESOURCE CONSERVATION DISTRICT

221 W. 8th Street, Alturas, CA 96101

November 13, 2014

Phone: (530) 233-4314, Ext. 115 Fax: (530) 233-8869

[www.cmr.cd.carcd.org](http://www.cmr.cd.carcd.org)

Mr. John Donnelly  
Executive Director  
California Wildlife Conservation Board  
1807 13<sup>th</sup> Street, Suite 103  
Sacramento, CA 95811

**Subject: Support for the Barry Point Fire Restoration Project**

Dear Mr. Donnelly:

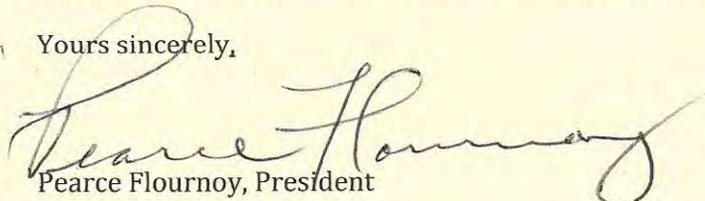
I am writing on behalf of Central Modoc Resource Conservation District in support of the Pacific Forest Trust's pending application for grant funds to restore 22,414 acres of productive forestland in Modoc County, which was burned in the 2012 Barry Point Fire.

The partnership with the Collins Timber Company on their Lakeview tract can achieve many state priorities for restoration and conservation of wildlife habitat, watersheds and working forests, as well as climate change goals, in a cost-effective fashion. This project will restore critical habitat and watershed values on a tract with landscape importance, connecting the surrounding National Forests with Goose Lake. By acting quickly, Pacific Forest Trust and Collins can restore the native Eastside pine forest, rare swamp forest, associated riparian habitat, aspen stands, and xeric meadows. This will decrease the thermal load and stream course sedimentation caused by this type of stand replacing fire; and speed up the restoration of wildlife habitat for a number of threatened and endangered species including the northern-most population of the great grey owl, the greater sandhill crane, and the black-backed woodpecker, as well as Rocky Mountain elk. The project will recreate the forested, scenic landscape that local community members have long used for recreation; and support the local economy by reestablishing a working forest for timber products.

The Wildlife Conservation Board's (WCB) investment in this project would be highly leveraged. The WCB grant would be matched at a 50% level by other state and federal agency grants as well as a landowner donation. Furthermore, the Collins Company has generously agreed to donate a working forest conservation easement over the entire property, which will further ensure that the investment of restoration on this property will be protected and that management of the property will enhance habitat values in perpetuity. The citizens of California and the adjacent public land managers will be assured that these critical lands will always be managed as a working forest for wildlife habitat, water quality and recreational public benefits.

We support the efforts of the Pacific Forest Trust to secure public funding for the Barry Point Fire Restoration Project, as requested. If you have any questions, please feel free to call me at (530) 640-4914.

Yours sincerely,

  
Pearce Flournoy, President



# COUNTY OF MODOC

## *Administrative Services*

204 South Court St. Room 100

ALTURAS, CALIFORNIA 96101

530.233.7660

cao@co.modoc.ca.us

**CHESTER ROBERTSON**  
COUNTY ADMINISTRATIVE OFFICER

**PAM RANDALL**  
COUNTY FISCAL OFFICER  
ASSISTANT COUNTY ADMINISTRATIVE  
OFFICER

February 11, 2016

Modoc Resource Conservation District  
Mr. Pearce Flournoy  
Chairman  
221 W. 8<sup>th</sup> Street  
Alturas, CA 96101

**RE: Letter of Support-Project Name: Barry Point Fire Ecosystem Restoration; Proposition 1 – Sierra Nevada Watershed Improvement Program Grant**

Dear Mr. Flournoy:

The County of Modoc strongly supports the Modoc Resource Conservation District's (MRCD) proposed Barry Point Fire Restoration Project. In 2012, The Barry Point Fire severely burned 38,367 acres of timberland in the Modoc County region, located west of Goose Lake in northeastern California including, 2,364 acres within Sierra Nevada Conservancy (SNC) boundaries. This catastrophic fire left a devastating aftermath of burned landscape. Through restoration activities the Barry Point Fire Restoration project proposes to rehabilitate and reestablish native ponderosa pine, improve and enhance watershed values and ultimately restore the resiliency of the forest ecosystem.

In prior letters of support to agencies the Modoc County Board of Supervisors has expressed its support for the overall Barry Point Restoration Project. This proposed MRCD project will be a subcomponent of the overall collaborative effort of private, non-profit, and public entities. Modoc County believes it is critical that these timberlands be restored to protect water quality, enhance species habitat, and to maintain this landscape as a working forest.

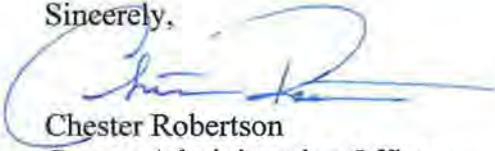
The proposed project's forest health benefits will impact not only our local community and wildlife, but other portions of California. Approximately 10 small streams flow through the project site, flowing primarily northeast into Goose Lake, the headwaters of the Pit River. The Pit River is the largest contributor to Shasta Lake and makes up a portion of the Central Valley Water Project, which serves over 23 million thirsty Californians with water for drinking, agricultural, and domestic uses. Although these small tributaries within the project area are currently in good health, sections of the Pit River downstream of Goose Lake are listed as

impaired according to section 303(d) of the Clean Water Act. In accordance with the Clean Water Action Plan, increased forest cover resulting from this project will benefit downstream watershed values. This includes lowering stream temperatures and reducing sedimentation levels. Projects such as this protect and restore the resiliency of the ecosystems, help support fish and wildlife populations, improve water quality, and restore natural system functions.

The upcoming stages of planting for the overall project include 4.5 million seedlings across the charred landscape. The SNC portion of the proposed project, includes the planting of 531,900 ponderosa pine seedlings.

We support the Barry Point Fire Ecosystem Restoration Project and encourage its recommendation as part of the Sierra Nevada Watershed Improvement Program.

Sincerely,



Chester Robertson  
County Administrative Officer  
County of Modoc

36970 Park Ave  
Burney, CA 96013  
[www.pitrivertribe.org](http://www.pitrivertribe.org)



Toll Free: 1-877-279-9097  
Phone: 1-530-335-5421  
Fax: 1-530-335-3140

Ajumawi • Apotige • Astariwi • Atsogewi • Atsawoshii • Chappawli • Fawzisa-dawii • Hiyawii • Hsahawii • Hsawadokle • Kijadisi

**Mickey Gemmill**  
Tribal Chairperson

**Gwen Wolfen**  
Vice Chairperson

**Hattie "June" Avelar**  
Tribal Secretary

February 23, 2016

Modoc Resource Conservation District  
Mr. Pearce Flournoy  
Chairman  
221 W. 8<sup>th</sup> Street  
Alturas, CA 96101

Subject: Letter of Support-Project Name: Barry Point Fire Restoration  
Prop 1 – Sierra Nevada Watershed Improvement Program Grant

Dear Mr. Flournoy:

The Pit River Tribe strongly supports the Modoc Resource Conservation District's (MRCD) proposed Barry Point Fire Restoration Project. In 2012, The Barry Point Fire severely burned 38,367 acres of timberland in the Modoc County region, located west of Goose Lake in northeastern California including, 2,364 acres within Sierra Nevada Conservancy (SNC) boundaries. This catastrophic fire left a devastating aftermath of burned landscape. Through restoration activities the Barry Point Fire Restoration project proposes to rehabilitate and reestablish native ponderosa pine, improve and enhance watershed values and ultimately restore the resiliency of the forest ecosystem.

Approximately 10 small streams flow through the project site, flowing primarily northeast into Goose Lake, the headwaters of the Pit River. The Pit River is the largest contributor to Shasta Lake and makes up a portion of the Central Valley Water Project, which serves over 23 million thirsty Californians with water for drinking, agricultural and domestic uses. Furthermore, the Pit River is an important water body and ancestral territory of the Pit River Tribal Nation. Although these small tributaries within the project area are currently in good health, sections of the Pit River downstream of Goose Lake are listed as impaired according to section 303(d) of the Clean Water Act. In accordance with the Clean Water Action Plan, increased forest cover resulting from this project will benefit downstream watershed values, including lowering stream temperature and reducing sedimentation levels as well as in anticipation of the effects of climate change on the timing, volume and temperature of water flows. Projects such as this protect and restore the resiliency of the ecosystems and will help support fish and wildlife populations, improve water quality, and restore natural system functions.

The upcoming stages of planting for the overall project include 4.5 million seedlings across the charred landscape. The SNC portion of the proposed project, includes the planting of 531,900 ponderosa pine seedlings.

We support the Barry Point Fire Ecosystem Restoration Project and encourage and its recommendation as part of the Sierra Nevada Watershed Improvement Program.

Sincerely,

Mickey Gemmill, Chairman  
Pit River Tribe



## Modoc Outdoor Recreation & Tourism

"Exploring Open Spaces and Historic Places."

February 16, 2016

Modoc Resource Conservation District  
Mr. Pearce Flournoy  
President/Chairman  
221 W. 8<sup>th</sup> Street  
Alturas, CA 96101

Subject: Letter of Support-Project Name: Barry Point Fire Restoration  
Prop 1 – Sierra Nevada Watershed Improvement Program Grant

Dear Mr. Flournoy:

The Modoc Outdoor Recreation & Tourism Inter-agency Group (MORT) strongly supports the Modoc Resource Conservation District's (MRCD) proposed Barry Point Fire Restoration Project. In 2012, The Barry Point Fire severely burned 38,367 acres of timberland in the Modoc County region, located west of Goose Lake in northeastern California including, 2,364 acres within Sierra Nevada Conservancy (SNC) boundaries. This catastrophic fire left a devastating aftermath of burned landscape. Through restoration activities the Barry Point Fire Restoration project proposes to rehabilitate and reestablish native ponderosa pine, improve and enhance watershed values and ultimately restore the resiliency of the forest ecosystem. This will provide many public benefits to the area, in regards to aesthetics, recreation, wildlife and water quality.

Approximately 10 small streams flow through the project site, flowing primarily northeast into Goose Lake, the headwaters of the Pit River. The Pit River is the largest contributor to Shasta Lake and makes up a portion of the Central Valley Water Project, which serves over 23 million thirsty Californians with water for drinking, agricultural and domestic uses. Although these small tributaries within the project area are currently in good health, sections of the Pit River downstream of Goose Lake are listed as impaired according to section 303(d) of the Clean Water Act. In accordance with the Clean Water Action Plan, increased forest cover resulting from this project will benefit downstream watershed values, including lowering stream temperature and reducing sedimentation levels as well as in anticipation of the effects of climate change on the timing, volume and temperature of water flows. Projects such as this protect and restore the resiliency of the ecosystems and will help support fish and wildlife populations, improve water quality, and restore natural system functions.

The upcoming stages of planting for the overall project include 4.5 million seedlings across the charred landscape. The SNC portion of the proposed project, includes the planting of 531,900 ponderosa pine seedlings.

We support the Barry Point Fire Ecosystem Restoration Project and encourage and its recommendation as part of the Sierra Nevada Watershed Improvement Program.

Sincerely,

Director/Chairperson  
Modoc Outdoor Recreation & Tourism



## United States Department of the Interior Fish and Wildlife Service



**Modoc National Wildlife Refuge**  
P.O. box 1610  
5364 Co. Rd. 115  
Alturas, CA 96101  
(530)233-3572

2/24/2016

Modoc Resource Conservation District  
Mr. Pearce Flournoy  
Chairman  
221 W 8<sup>th</sup> St.  
Alturas, CA 96101

Subject: Letter of Support- Project Name: Barry Pint Fire Restoration Prop 1 –Sierra Nevada Watershed Improvement Program Grant

Dear Mr. Flournoy:

On behalf of the U.S. Fish and Wildlife Services, Partners for Fish and Wildlife (PFW) Program, I am writing to express our support for the Modoc Resource Conservation District's (MRCD) proposed Barry Point Fire Restoration Project. In 2012 approximately 38,367 acres of timber owned and managed by Collins Timber Co, burned during the Berry Point Fire. The burned area included 2,364 acres of timber within the Sierra Nevada Conservancy (SNC) boundaries. Post fire restoration efforts are already under way with the cooperation of the Collins Timber Co., Pacific Forest Trust, California Department of Fish and Wildlife, CALFire, USFWS PFW Program and the Arbor Day Foundation. This project proposes to rehabilitate and reestablish native ponderosa pine, improve watershed values, and restore the mosaic of valuable habitat that was lost during the fire.

This project will ultimately improve the water quality of downstream systems. Several tributaries to the Goose Lake flow through the burned area. Reforestation will aid in maintaining the cool water system need by local fish populations for spawning, it will also provide soil stability and reduce erosion levels. The habitat mosaic that existed pre-fire provided valuable habitat to a variety of species including; the greater sandhill crane, great grey owl, goshawk, bald eagle and black-backed woodpecker.

The PFW program fully supports the Berry Point Fire Restoration project and has provided both financial and technical assistance to help accomplish these goals. I

encourage the full funding of this project as part of the Sierra Nevada Watershed Improvement Program.

If there are any questions or concerns please call me at (530) 233-3572.

Sincerely,



Cassie Roeder

Partners for Fish and Wildlife Program/ Wildlife Biologist

Modoc National Wildlife Refuge

[cassandra\\_roeder@fws.gov](mailto:cassandra_roeder@fws.gov)



**File Code:** 1500  
**Date:** February 22, 2016

Pearce Flournoy  
Chairman  
Modoc Resource Conservation District  
221 W 8th Street  
Alturas CA 96101

Dear Mr. Flournoy:

The Modoc National Forest strongly supports the Modoc Resource Conservation District's (MRCD) proposed Barry Point Fire Restoration Project. In 2012, The Barry Point Fire severely burned 38,367 acres of timberland in the Modoc County region, located west of Goose Lake in northeastern California including, 2,364 acres within Sierra Nevada Conservancy (SNC) boundaries. This catastrophic fire left a devastating aftermath of burned landscape. Through restoration activities the Barry Point Fire Restoration project proposes to rehabilitate and reestablish native ponderosa pine, improve and enhance watershed values and ultimately restore the resiliency of the forest ecosystem.

Approximately 10 small streams flow through the project site, flowing primarily northeast into Goose Lake, the headwaters of the Pit River. The Pit River is the largest contributor to Shasta Lake and makes up a portion of the Central Valley Water Project, which serves over 23 million thirsty Californians with water for drinking, agricultural and domestic uses. Although these small tributaries within the project area are currently in good health, sections of the Pit River downstream of Goose Lake are listed as impaired according to section 303(d) of the Clean Water Act. In accordance with the Clean Water Action Plan, increased forest cover resulting from this project will benefit downstream watershed values, including lowering stream temperature and reducing sedimentation levels as well as in anticipation of the effects of climate change on the timing, volume and temperature of water flows. Projects such as this protect and restore the resiliency of the ecosystems and will help support fish and wildlife populations, improve water quality, and restore natural system functions.

The upcoming stages of planting for the overall project include 4.5 million seedlings across the charred landscape. The SNC portion of the proposed project, includes the planting of 531,900 ponderosa pine seedlings.

We support the Barry Point Fire Ecosystem Restoration Project and encourage and its recommendation as part of the Sierra Nevada Watershed Improvement Program.

Sincerely,

Timothy E. Davis  
District Ranger





## Goose Lake Resource Conservation District

Post Office Box 212, New Pine Creek, OR 97635

February 20, 2016

Modoc Resource Conservation District  
Mr. Pearce Flournoy  
Chairman  
221 W. 8<sup>th</sup> Street  
Alturas, CA 96101

Subject: Letter of Support-Project Name: Barry Point Fire Restoration  
Prop 1 – Sierra Nevada Watershed Improvement Program Grant

Dear Mr. Flournoy:

The Goose Lake Resource Conservation District strongly supports the Modoc Resource Conservation District's (MRCD) proposed Barry Point Fire Restoration Project. In 2012, The Barry Point Fire severely burned 38,367 acres of timberland in the Modoc County region, located west of Goose Lake in northeastern California including, 2,364 acres within Sierra Nevada Conservancy (SNC) boundaries. This catastrophic fire left a devastating aftermath of burned landscape. Through restoration activities the Barry Point Fire Restoration project proposes to rehabilitate and reestablish native ponderosa pine, improve and enhance watershed values and ultimately restore the resiliency of the forest ecosystem.

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The upcoming stages of planting for the overall project include 4.5 million seedlings across the charred landscape. The SNC portion of the proposed project, includes the planting of 531,900 ponderosa pine seedlings.

We support the Barry Point Fire Ecosystem Restoration Project and encourage and its recommendation as part of the Sierra Nevada Watershed Improvement Program.

Sincerely,

Herb Jasper  
Goose Lake Resource Conservation District, President

## **Tribal Consultation**

Lorissa Soriano, project coordinator for the proposed Barry Point Fire Restoration project contacted, Irvin Brown Tribal Council member for the Pit River Tribe to discuss consultation and/or support for the project on February 5, 2016. After discussion it was determined that a letter of support would be sufficient. A letter of support was drafted and sent to Irvin Brown February 11, 2016. Irvin received letter and brought it before the Tribal Council February 12, 2016 for approval. A description of the project was then sent to Irvin Brown February, 19, 2016 for review. On February 23, 2016 Tribal Council approved the Letter of Support and was it signed and delivered back to Lorissa Soriano.

Tributaries located on the project site, flow in to Goose Lake to the east and ultimately flow into the Pit River on the south end. This is a very important body of water and ancestral territory of the Pit River Tribe.

*"The Pit River Tribe is a federally recognized Tribe; the Pit River Tribe boundaries are the lines that connect the four corners of ancestral lands; Mt. Shasta, Mt. Lassen, Goose Lake, and Eagle Lake. The ancestral land and "Lands in Trust" are referred to as the "Hundred Mile Square" by the United States Department of Interior Lands Claims Commission under Docket 347."*

If the Barry Point Fire Restoration project is funded, the Lomakatsi Restoration Project will have an opportunity to bid on project activities. Lomakatsi is a non-profit, grassroots organization that develops and implements forest and watershed restoration projects in Oregon and northern California. They are affiliated with the Pit River Tribe as well.

## **Tribal Contact**

Marissa Fierro - Environmental Coordinator  
36970 Park Ave.  
Burney, CA 96013  
530-335-1118 ext. #1503  
Email: [marissa.fierro@pitrivertribe.org](mailto:marissa.fierro@pitrivertribe.org)

## **Long Term Management and Sustainability goals**

### **Long-Term Management Plan**

Collins is in the long-term forest management business. With its roots beginning in 1855 in Pennsylvania and having a presence in California since 1905, Collins is committed to maintaining this project well into the future. The company is committed to providing the resources and support to see that this investment is cared for and managed the same way the other forests the Company owns throughout the nation are managed. This project will be managed with the same set of criteria, including Forest Stewardship Council forest certification criteria that are used on other forests owned by Collins.

Prior to the Barry Point Fire in 2012, the Collins Company managed the property to create conditions of a diverse, two-story mature forest with healthy riparian corridors and meadows that provided a mosaic of habitat ideal for a variety of species including: large herds of Rocky Mountain elk, goshawk, black-backed woodpecker, greater sandhill cranes, and the Modoc sucker. Notably, the property is also home to the state's northern most population of great grey owl. Collins worked closely with the California Department of Fish and Wildlife to develop a plan for forest management that would not only maintain but also enhance the owl habitat, while continuing to manage the property for commercial timber, which is a major economic driver in the local economy.

Over the 27 years of their ownership, the Collins Company has invested in habitat restoration and enhancement projects across the property as part of their commitment to excellent forestry providing benefits to the natural ecosystems and the local community.

Modoc County's natural resources (water, forests, fish, and wildlife) are the backbone of the local economy. These resources support jobs associated with timber harvesting and agriculture, as well as the services industry associated with recreational hunting, fishing, and hiking. Restoration of these lands will speed up the reestablishment of the forest and ensure that the property continues to be held and managed for timber resources. The landowner has also traditionally allowed public recreation on these lands. Their restoration would enhance the scenic qualities and wildlife habitat, and support the continued public use of this wonderful resource.

The management of this restoration effort is a long-term endeavor. This process is viewed as a partnership among Collins, Pacific Forest Trust (PFT) and the State of California. The associated conservation easement that is granted on this property ensures the future of this area will be in continuous forest cover into perpetuity and guides the forest management activities to accomplish the long term objectives of this project.

The Collins Company has donated a permanent conservation easement over the entire 32,686-acre property to Pacific Forest Trust that will support the long-term goals of the restoration project on both the portions of the property affected by the fire and those that were untouched. In addition to ensuring sustainable forest management overtime, the easement will establish long-term performance goals to maintain, enhance and restore the native forest ecosystem, offer protection to unique habitat features, and promote watershed health through riparian management buffers. These performance goals will be met through specific timber harvest restrictions in the easement that are also tied to a management plan that will be reviewed and monitored by the Pacific Forest Trust.

## Performance Measures

### Resources Leveraged for the Sierra Nevada

Project funds from other sources:

<b>Matching Fund Source</b>	<b>Description</b>	<b>Amount</b>
<b>Wildlife Conservation Board</b>	Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund of 2006, Section 75055(a)	\$1,173,701 (this amount reflects the account balance at the time of this project submission. The original amount was \$2,500,000)
<b>CAL FIRE</b>	Optional Line Item: 3540-101-3228 Greenhouse Gas Reduction Fund (GGRF)	\$500,000
<b>Arbor Day Foundation</b>	Reforestation fund	\$12,750

The following performance measures will be tracked:

- Number of People Reached
- Number and Value of New, Improved, or Preserved Economic Activities
- Number and Type of Jobs Created
- Acres of Land Improved or Restored

# Budget Documents

## Detailed Budget Form

**SIERRA NEVADA CONSERVANCY  
SNC Watershed Improvement Program - DETAILED BUDGET FORM**

Project Name: Barry Point Fire Restoration Project

Applicant: Modoc RCD

SECTION ONE				
DIRECT COSTS	Year One	Year Two	Year Three	Total
<i>Seedling Cost</i>	\$132,975.00			\$132,975.00
<i>Planting Cost</i>	\$148,932.00			\$148,932.00
<i>Planting Inspector Cost</i>	\$42,552.00			\$42,552.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
<b>DIRECT COSTS SUBTOTAL:</b>	\$324,459.00	\$0.00	\$0.00	\$324,459.00

SECTION TWO				
PARTIAL INDIRECT COSTS	Year One	Year Two	Year Three	Total
<i>Reporting/Performance Measures</i>	\$2,400.00			\$2,400.00
				\$0.00
				\$0.00
				\$0.00
<b>INDIRECT COSTS SUBTOTAL:</b>	\$2,400.00	\$0.00	\$0.00	\$2,400.00
<b>PROJECT TOTAL:</b>	\$326,859.00	\$0.00	\$0.00	\$326,859.00

SECTION THREE				
Administrative Costs (Costs may not exceed 15% of the above listed Project costs) :				Total
<i>Grant Administration</i>	\$49,028.85			\$49,028.85
				\$0.00
				\$0.00
				\$0.00
				\$0.00

<b>ADMINISTRATIVE TOTAL:</b>	\$49,028.85	\$0.00	\$0.00	\$49,028.85
<b>SNC TOTAL GRANT REQUEST:</b>	\$375,887.85	\$0.00	\$0.00	\$375,887.85

<b>SECTION FOUR</b>				
<b>OTHER PROJECT CONTRIBUTIONS</b>	<b>Year One</b>	<b>Year Two</b>	<b>Year Three</b>	<b>Total</b>
CAL FIRE*	\$500,000.00			\$500,000.00
Wildlife Conservation Board*	\$1,173,701.00			\$1,173,701.00
Arbor Day Foundation*	\$12,750.00			\$12,750.00
Collins - Project Management	\$41,650.00			\$41,650.00
<b>Total Other Contributions:</b>	\$1,753,101.00	\$0.00	\$0.00	\$1,753,101.00

\* At the time of grant application submission, these numbers reflect amounts remaining in other grants.

## Supplementary Documents

### Environmental Documents

#### CEQA/NEPA Compliance Form

(California Environmental Quality Act & National Environmental Policy Act)

*Instructions: All applicants must complete the CEQA compliance section. Check the box that describes the CEQA status of the proposed project. You must also complete the documentation component and submit any surveys, and/or reports that support the checked CEQA status. If NEPA is applicable to your project, you must complete the NEPA section in addition to the CEQA section. Check the box that describes the NEPA status of the proposed project. Submit any surveys, and/or reports that support the NEPA status. For both CEQA and NEPA, submittal of permits is only necessary if they contain conditions providing information regarding potential environmental impacts.*

*NOTE: Effective July 1, 2015, AB52 compliance is required.*

#### **CEQA STATUS (All applicants must complete this section)**

*Check the box that corresponds with the CEQA compliance for your project. The proposed action is either Categorical Exempt from CEQA, requires a Negative Declaration, Mitigated Negative Declaration, or an Environmental Impact Report per CEQA.*

*If a project is exempt from CEQA, all applicants, including public agencies that provide a filed Notice of Exemption, are required to provide a clear and comprehensive description of the physical attributes of the project site, including potential and known special-status species and habitat, in order for the SNC to make a determination that the project is exempt. A particular project that ordinarily would fall under a specific category of exemption may require further CEQA review due to individual circumstances, i.e., it is within a sensitive location, has a cumulative impact, has a significant effect on the environment, is within a scenic highway, impacts an historical resource, or is on a hazardous waste site. Potential cultural/archaeological resources must be noted, but do not need to be specifically listed or mapped at the time of application submittal. Backup data informing the exemption decision, such as biological surveys, Cultural Information Center requests, research papers, etc. should accompany the full application. Applicants anticipating the SNC to file an exemption should conduct the appropriate surveys and submit an information request to an office of the California Historical Resources Information System (CHRIS).*

1. Describe how your project complies with the requirements for claiming a Categorical or Statutory Exemption per CEQA:

#### **Categorical Exemption or Statutory Exemption**

2. If your organization is a state or local governmental agency, submit a signed, approved Notice of Exemption (NOE) documenting the use of the Categorical Exemption or Statutory Exemption, along with any permits, surveys, and/or reports that have been completed to support this CEQA status. The Notice of Exemption must bear a date stamp to show that it has been filed with the State Clearinghouse and/or County Clerk, as required by CEQA.

3. If your organization is a nonprofit, there is no other California public agency having discretionary authority over your project, and you would like the SNC to prepare a NOE for your project, let us know that and list any permits, surveys, and/or reports that have been completed to support the CEQA status. All supplementary documentation must be provided to the SNC before the NOE can be prepared. **Negative Declaration OR**

#### **Mitigated Negative Declaration**

*If a project requires a Negative Declaration or Mitigated Negative Declaration, then applicants must work with a qualified public agency, i.e., one that has discretionary authority over project approval or permitting, to complete the CEQA process.*

1. Describe how your project complies with the requirements for the use of a Negative Declaration or a Mitigated Negative Declaration per CEQA:

This project will not have a significant effect on the environment. The activities proposed for this project do not add up to a significant impact on the environment. The project in fact will have a positive benefit on the environment. Tree planting has a host of benefits to the environment: Carbon sequestration, soil stabilization, wildlife habitat and a renewed timber resource, to name a few. This project will reverse the damage caused by the catastrophic wildfire. The wildfire released tons of carbon and smoke into the atmosphere. The future forest that will come out of this project will enhance the environment more and more each year. The soil will be stable, the wildlife will have cover and the visual scenery will be enhanced with a green vibrant forest. A more detailed list of the benefits can be found in the checklist which is attached.

The project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.

2. Submit the approved Initial Study and Negative Declaration/Mitigated Negative Declaration along with any Mitigation Monitoring or Reporting Plans, permits, surveys, and/or reports that have been completed to support this CEQA status. The IS/ND/MND must be accompanied by a signed, approved Notice of Determination, which must bear a date stamp to show that it has been filed with the State Clearinghouse and/or County Clerk, as required by CEQA.

#### **Environmental Impact Report**

*If a project requires an Environmental Impact Report, then applicants must work with a qualified public agency, i.e., one that has discretionary authority over project approval or permitting, to complete the CEQA process.*

1. Describe how your project complies with the requirements for the use of an Environmental Impact Report per CEQA:

2. Submit the Draft and Final Environmental Impact Report along with any Mitigation Monitoring or Reporting Plans, permits, surveys, and/or reports that have been completed to support this CEQA status. The EIR documentation must be accompanied by a signed, approved Notice of Determination, which must bear a date stamp to show

that it has been filed with the State Clearinghouse and/or County Clerk, as required by CEQA.

## **NEPA STATUS**

*Check the box that corresponds with the NEPA compliance for your project.*

### **Categorical Exclusion**

Submit the signed, approved Decision Memo and Categorical Exclusion, as well as documentation to support the Categorical Exclusion, including any permits, surveys, and/or reports that have been completed to support this NEPA status.

### **Environmental Assessment & Finding of No Significant Impact**

Submit the signed, approved Environmental Assessment and Finding of No Significant Impact along with any permits, surveys, and/or reports that have been completed to support this NEPA status.

### **Environmental Impact Statement**

Submit the Draft and approved, Final Environmental Impact Statement, along with the Record of Decision and any permits, surveys, and/or reports that have been completed to support this NEPA status.

## CEQA Negative Declaration

Project Name: Barry Point Fire Restoration Project

Project Proponent: Collins Timber Company

Project Location: Approximate center of project location –  
lat. 41 57' 34.14" lon. 120 40' 33.77"

### Project Description:

The Barry Point Fire Restoration Project encompasses 22,414 acres of the approximately 32,686-acre Lakeview Forest owned by Collins Timber Company. The project is located in Modoc County on the Modoc plateau west of Goose Lake, immediately adjacent to the California/Oregon state line.

Elevations range from 5140 feet to 5980 feet (1566-1822 meters). Topography in the project area is typical of the Modoc plateau in that it is a basaltic formation of flat to gently rolling terrain. Across the project area there are gentle swales and draws, with an occasional small, less than five (5) acre, rock flat. Slopes in the project area range from 5-65% with the majority averaging less than 10%.

The property and restoration project area drain into Goose Lake, which was historically the headwaters to the Pit River, part of the Sacramento River watershed. Agricultural water diversions have lowered the lake level below the outlet, creating a semi-closed drainage basin with surface flows into the Pit River during years of heavy precipitation. The Goose Lake drainage basin is still the subsurface headwaters to the Pit River and the Sacramento River system.

This restoration would reestablish the native Eastside pine forest on 17,829 acres, enhance important aspen stands on 22 acres, and enhance xeric meadows on 528 acres. (The remaining ~4,000 acres within the project restoration area are rock outcroppings that will not require any restoration activities.) As a result, the restoration project would enhance the wildlife habitat, protect water quality, bring back the scenic beauty the local community enjoyed for recreation, and ensure that the property can remain in timber production to support the local economy.

The project is designed to begin the reforestation process of the area. The Property possesses natural, ecological, scenic, forested and open space, and public recreational values (collectively "Conservation Values") of great importance to the Collins, the people of Modoc County and the people of the State of California.

In particular, the Conservation Values of the Property include significant forest, fish and wildlife habitat, watersheds, public recreation and scenic assets, the preservation and restoration of which is recognized by the State of California and the people of Modoc County as providing public benefit.

## Proposed Finding of Negative Declaration:

This project will not have a significant effect on the environment. The activities proposed for this project do not add up to a significant impact on the environment. The project in fact will have a positive benefit on the environment. Tree planting has a host of benefits to the environment: Carbon sequestration, soil stabilization, wildlife habitat and a renewed timber resource, to name a few. This project will reverse the damage caused by the catastrophic wildfire. The wildfire released tons of carbon and smoke into the atmosphere. The future forest that will come out of this project will enhance the environment more and more each year. The soil will be stable, the wildlife will have cover and the visual scenery will be enhanced with a green vibrant forest. A more detailed list of the benefits can be found in the checklist which is attached.

## CEQA Environmental Checklist

### I. PROJECT DESCRIPTION AND BACKGROUND

Project Title: Barry Point Fire Restoration

Lead agency name and address:  
Central Modoc Resource Conservation District  
Alturas, CA

Contact person and phone number:  
Richard L. Westman  
530-640-0178

Project Location:  
Approximate center of project lat. 41 57' 34.14", lon. 120 40' 33.77"

Project sponsor's name and address:  
Collins Timber Company  
P.O. Box 1340  
Lakeview, OR 97630

General plan description:  
Reforestation of timberland

Zoning:  
Timber Production Zone

**Project Goals:**  
Restoration of Timberlands burned in the 2012 Barry Point Fire

**Need for Project:**

In August 2012 the Barry Point Wildfire was started by a lightning ignition on the Fremont-Winema National Forest. In total, the fire burned nearly 60,000 acres of federal forestland and 33,000 acres of private land, notably including 22,000 acres owned by the Collins Company (75% of Collins' ownership in Modoc County).

The Barry Point fire was a devastating fire, which caused in excess of 75% tree mortality. The burn scar, where most of the forest and vegetative cover has been lost, represents an area that is almost 7 miles wide and 6 miles long. Fortunately, some of the wildlife habitat elements were less impacted by the wildfire including the existing aspen stands and xeric meadows.

Following a stand replacing fire, like the Barry Point Fire, there are a number of challenges including: the loss of wildlife habitat diversity and vegetative cover, increased thermal load and sedimentation to watercourses, the loss of a community recreational resource, and the loss of timber production jobs.

With the lack of surface organic material and minimal vegetative cover on the site, the erosion potential is significantly higher. Overland flow, which can lead to mass sheet erosion, is a potential following any wildfire. The best way to prevent this erosion is through reestablishment of native forest on the site. Another issue that arises with bare mineral soil is the unintended introduction of noxious weeds on the site. Reestablishing a cover on the bare soil is a key component of minimizing the possibility of a site take over by noxious weeds.

Not only did the fire kill thousands of acres of forest, but it wiped out the associated wildlife habitat resources and

landscape connectivity. Rehabilitation of the forest on this property would bring back forest structure for the Great grey owl; provide the necessary ecotype juxtaposition of forest cover and meadows needed by elk to find forage and shelter; reestablish the canopy that assists in water temperature regulation for the short nosed sucker, Modoc sucker and red-band trout. This restoration work would also reestablish the connectivity provided by this private ownership for wildlife traveling north and south between the two national forests.

This restoration would reestablish the native Eastside pine forest on 17,829 acres, enhance important aspen stands on 22 acres, and enhance xeric meadows on 528 acres. (The remaining ~4,000 acres within the project restoration area are rock outcroppings that will not require any restoration activities.) As a result, the restoration project would enhance the wildlife habitat, protect water quality, bring back the scenic beauty the local community enjoyed for recreation, and ensure that the property can remain in timber production to support the local economy.

**Description of project:** (Describe the whole action involved, including but not limited to later phases of the project, and any secondary, support, or off-site features necessary for its implementation.)

The project is designed to start the reforestation process of the property. This project consists of the following components:

- Re-establishing the indigenous eastside ponderosa pine forest with stand densities, spacing and canopy structure appropriate to the habitat needs of the species of concern;
- Enhancing and maintaining aspen groves and meadow expanse.
- Enhancing the meadow-forest interface to reproduce Great grey owl nesting and foraging habitat, as well as elk habitat for shelter and foraging, as quickly as possible.
- Restoring riparian vegetation and canopy cover to regulate stream temperatures for the short-nosed sucker, Modoc sucker and red-band trout.
- Minimizing invasive noxious weeds.

To achieve these goals, the first phase of the project will consist of site preparation and planting ponderosa pine. In general, planting and future pre-commercial thinning will be designed to restore the natural diversity of the site, and re-establish a multi-storied canopy dominated by large trees needed for wildlife as soon as possible.

1) Areas designated for chemical site preparation would be treated to control the competing vegetation. Chemical treatment would entail a written prescription based on the vegetation present at the time of treatment. The prescription would be prepared by a Licensed Pest Control Advisor (PCA).

2) Seed used to reforest the burn would be from the correct elevation and seed zone. Seedling to be planted will be ponderosa pine with an incidental density of incense cedar on north aspects. Seed will be from locally sourced origins.

The burn will be planted back to ponderosa pine. The entire tract of land including the burned area is infected with laminated root rot which is hosted by white fir. Planting white fir stock would eventually be infected with the disease via root contact. No other conifer species are naturally occurring in this region. Therefore planting other species of conifers would be a risky undertaking with limited success.

Seedlings will be planted following mechanical and/or chemical site preparation. Seedling will be planted at an estimated 250 trees per acre (tpa) density.

3a) Seedling mortality monitoring will be conducted following the tree's response to seasonal moisture stress during the first year of establishment.

3b) Following the seedlings second growing season, monitoring will be conducted to evaluate competitive vegetation densities.

3c) The restored forest will be monitored following the third year after establishment to track infestation rates of Western pine shoot borer (*Eucosma sonomana*).

4) There is a high probability that the restored forest will require treatment for pine shoot borer to reduce its population. Treatment is typically conducted the year prior to pre commercial thinning (PCT) to insure that the remaining trees are free to grow with minimal defect. The standard method of control of this pest is to use a

pheromone laced with permetherin to kill the male of the species which in turn causes the population to diminish. Application rates of this chemical are low; typically the products is placed in pea sized drops on trees on the circumference of the plantation. (Permytherin is the same substance you will find in flea collars used on pets). The strength of the chemical and the low application rate do not pose a threat to fish or wildlife.

5a) Reduction of stand stocking from the initial density allows for the removal of defective trees and the re-opening of the canopy to allow sun light to reach the ground vegetation while maintaining conifer growth.

Post PCT treatment density will be between 125 and 175 trees per acre. The density variation will allow for site specific factors to be evaluated such as soil depth and aspect and incorporated into the thinning regime.

5b) Manipulation of the stand density on designated areas will allow for the beginning phases of unique habitat creation. Areas will be designated for heavy thinning and will be juxtaposed with un-thinned clumps to create a pseudo vertical conifer structure.

Limited manipulation of a planted conifer stand can occur at the early stages of stand development to restore habitat function. Tree density and competitive stress levels are the only real variables that can be manipulated that will influence habitat development. The goal of the habitat thinning areas will be to grow large trees as quickly as possible, since tree size and canopy densities support habitat function. A secondary goal of these treatments will be to create areas within the stands that retard conifer growth which invite natural factors to create defect and mortality; encouraging insects to create defects in the trees thus forming nesting, fawning and calving habitat.

#### NOXIOUS WEED PLAN

The effects of weed infestations are widespread, and can drastically alter the ecological checks and balances that have developed over thousands of years. The growth and spread of weeds can alter fire patterns and intensity, resulting in major ecosystem changes. Cheatgrass has so altered the fire regime of the Great Basin that re-establishing native plant communities in some areas is essentially impossible (Whisenant 1989, Mosely et al. 1999). Some nitrogen-fixing plant species increase soil nitrogen levels to the point that other non-native plant species out compete native species that have evolved in nutrient-poor soils (Vitousek 1986). Weeds can affect soil erosion and aquatic habitat in nearby streams and ponds. A spotted knapweed study showed that runoff increased by 56% on areas infested by spotted knapweed and that sediment yield increased by 192% (Lacey et al. 1989).

This weed management program includes regularly monitoring the forest for invasive species in order to quickly detect and eliminate them if they ever do appear.

The most effective strategy to manage invasive species once they establish themselves on the property is the judicious use of herbicides specifically targeted for the invasive in question.

In summary, this plan utilizes an adaptive management strategy. An adaptive strategy is one that uses the lessons from previous seasons of work to mold future efforts. The various phases of our strategy are:

1. Establish management goals for the site.
2. The weeds interfering with these goals are identified and assigned priorities based on their impacts.
3. Determine effective control options. Assess the likely effects on the target (and non-target) species, and if necessary adjust the weed priorities.
4. Develop and implement the management plan.
5. Monitor and assess the impacts of management actions.
6. Evaluate the effectiveness of methods (measured against the site goals) and use this information to refine control priorities, methods, and goals. Learn what is practical, effective, and realistic.
7. Repeat the process.

List of known noxious weeds to occur on the site or near the property:

Medusahead rye  
Canada thistle  
Musk thistle  
Dyer's woad  
Mediterranean sage

**Surrounding land uses and setting;** briefly describe the project's surroundings:

The Barry Point Fire Restoration Project encompasses 22,414 acres of the approximately 32,686-acre Lakeview Forest owned by Collins Timber Company. The project is located in Modoc County on the Modoc plateau west of Goose Lake, immediately adjacent to the California/Oregon state line.

Elevations range from 5140 feet to 5980 feet (1566-1822 meters). Topography in the project area is typical of the Modoc plateau in that it is a basaltic formation of flat to gently rolling terrain. Across the project area there are gentle swales and draws, with an occasional small, less than five (5) acre, rock flat. Slopes in the project area range from 5-65% with the majority averaging less than 10%.

The property and restoration project area drain into Goose Lake, which was historically the headwaters to the Pit River, part of the Sacramento River watershed. Agricultural water diversions have lowered the lake level below the outlet, creating a semi-closed drainage basin with surface flows into the Pit River during years of heavy precipitation. The Goose Lake drainage basin is still the subsurface headwaters to the Pit River and the Sacramento River system.

The project area is described as Eastside Pine (EPN) under the California Wildlife Habitat Relationship (CWHR) classification system. Ponderosa pine, white fir, incense cedar and western juniper dominate the property. Lesser vegetation is composed of snowbrush, green-leaf manzanita, bitterbrush, snowberry and mountain mahogany. The grass and forb complex is dominated by wyethia and Idaho fescue. Interspersed among the project's conifer forests are significant seasonal meadows, aspen stands, and low sage habitat that add significant wildlife habitat diversity to the landscape.

The Modoc National Forest wraps around the project area on three sides, west, south and east, while the Fremont-Winema National Forest abuts the property on the north. This property provides a critical wildlife corridor linking the two national forests on the Modoc Plateau. Sitting within the Pacific Flyway it also serves as a migratory stop-over and nesting site for a number of species including the greater sandhill crane.

The property is zoned Timber Production Zone and has been historically used for timber production and livestock grazing. The Collins Company purchased the property from Weyerhaeuser in 1987, and has continued to manage it for commercial timber production, livestock grazing, and wildlife habitat. The forest management on the property has been independently certified by the Forest Stewardship Council (FSC<sup>®</sup>) since 1997 in recognition of the Collins Company's long-standing commitment to and leadership in sustainable forest management for both ecological and economic goals.

Prior to the Barry Point Fire in 2012, the Collins Company managed the property to create conditions of a diverse, two-story mature forest with healthy riparian corridors and meadows that provided a mosaic of habitat ideal for a variety of species including: large herds of Rocky Mountain elk, goshawk, black-backed woodpecker, greater sandhill cranes, and the Modoc sucker. Notably, the property is also home to the state's northern most population of Great grey owl. Collins is collaborating with the California Department of Fish and Wildlife to develop a plans for forest management and forest restoration that would not only maintain but also enhance the owl habitat, while continuing to manage the property for commercial timber, which is a major economic driver in the local economy.

**Other public agencies whose review or approval is required** Note: No permits, licenses, or discretionary approval is required from any other public agency for this project, The only agency with discretion over this project is the California Wildlife Conservation Board who can either provide funds or no funds to assist with the restoration costs.

California Wildlife Conservation Board – Participation agreement and financial

California Department of Fish and Wildlife – Trustee Agency

## **II. ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:**

The environmental factors checked below would be potentially affected by this project. Please see the checklist beginning on page 3 for additional information.

<input checked="" type="checkbox"/>	Aesthetics	<input checked="" type="checkbox"/>	Agriculture and Forestry	<input type="checkbox"/>	Air Quality
<input checked="" type="checkbox"/>	Biological Resources	<input checked="" type="checkbox"/>	Cultural Resources	<input checked="" type="checkbox"/>	Geology/Soils
<input checked="" type="checkbox"/>	Greenhouse Gas Emissions	<input type="checkbox"/>	Hazards and Hazardous Materials	<input checked="" type="checkbox"/>	Hydrology/Water Quality
<input checked="" type="checkbox"/>	Land Use/Planning	<input type="checkbox"/>	Mineral Resources	<input type="checkbox"/>	Noise
<input type="checkbox"/>	Population/Housing	<input type="checkbox"/>	Public Services	<input type="checkbox"/>	Recreation
<input type="checkbox"/>	Transportation/Traffic	<input type="checkbox"/>	Utilities/Service Systems	<input type="checkbox"/>	Mandatory Findings of Significance

**III. DETERMINATION:**

On the basis of this initial evaluation:

<input checked="" type="checkbox"/>	I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
<input type="checkbox"/>	I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
<input type="checkbox"/>	I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
<input type="checkbox"/>	I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has

	<p>been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.</p>
<input type="checkbox"/>	<p>I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required</p>

<b>Signature:</b>	<b>Date: Oct. 16, 2014</b>
<b>Printed Name:</b>	
<b>Signature:</b>	<b>Date:</b>
<b>Printed Name:</b>	

#### IV. CEQA Environmental Checklist

This checklist identifies physical, biological, social and economic factors that might be affected by the proposed project. In many cases, background studies performed in connection with the projects indicate no impacts. A NO IMPACT answer in the last column reflects this determination. Where there is a need for clarifying discussion, the discussion is included either following the applicable section of the checklist or is within the body of the environmental document itself. The words "significant" and "significance" used throughout the following checklist are related to CEQA, not NEPA, impacts. The questions in this form are intended to encourage the thoughtful assessment of impacts and do not represent thresholds of significance.

I. AESTHETICS: Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Have a substantial adverse effect on a scenic vista	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Substantially degrade the existing visual character or quality of the site and its surroundings?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Assessment:**

This project will not adversely affect the aesthetic values of the area, but in the long term would have a positive effect on the scenic resources of the area. The area was significantly altered by wildfire in August of 2012. The proposed project will begin the process of returning the area to its pre-fire condition.

**II. AGRICULTURE AND FOREST RESOURCES:** In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment Project; and the forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board.

Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
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- |  |                          |                          |                          |                                     |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| d) Result in the loss of forest land or conversion of forest land to non-forest use?   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

**Assessment:**

The property's forestland can primarily be classified as Eastside Pine, ranging in size from 6 to 24 inches in diameter at breast height. Prior to the Barry Point Fire in 2012, the Collins Company managed the property to create conditions of a diverse, two-story forest with a range of age classes, healthy riparian corridors and meadows that provided a mosaic of habitat ideal for a variety of species including: large herds of Rocky Mountain elk, goshawk, black-backed woodpecker, greater sandhill cranes, and the Modoc sucker. Notably, prior to the fire, the property was also home to the state's northern most population of great grey owl. Collins is collaborating with the California Department of Fish and Wildlife to develop plans for forest management and forest restoration that would not only maintain but also enhance the owl habitat, while continuing to manage the property for commercial timber, which is a major economic driver in the local economy.

The proposed project will primarily have a positive impact on the forest resources in the project area. The property is zoned Timber Production Zone and has been historically used for timber production and livestock grazing. The Collins Company purchased the property from Weyerhaeuser in 1987, and has continued to manage it for commercial timber production, livestock grazing and wildlife habitat. The forest management on the property has been independently certified by the Forest Stewardship Council (FSC) since 1997 in recognition of the Collins Company's long standing commitment to and leadership in sustainable forest management for both ecological and economic goals.

Early re-establishment of forests greatly reduces the cost of controlling competing vegetation. Delaying vegetative control and forest establishment may require the elimination of a large robust brush field resulting in high herbicide volume, higher application cost and higher seedling planting cost.

If the property were not to be reforested, many decades would pass before any significant forest would be reestablished. Coupled with this is the reduced timber harvest from the property because of no trees. Once the lesser vegetation is established on the site and with not intervention, this early seral habitat will dominate the site well into the future.

With artificial regeneration of the site, the forest structure will be reestablished decades sooner than doing nothing on the site. This area is important to both Modoc County and Lake County for the timber removed and the tax base it represents. Not harvesting for many decades has a negative impact on the area, but by having the timber stands reestablished sooner, this will be a positive impact on these areas.

	<b>Acres Pre-fire</b>	<b>Acres Burned</b>	<b>Acres Post-fire</b>
<i>PP - Ponderosa Pine</i>	14,968	8,509	6,459
<i>PP/WF - Ponderosa Pine/White Fir Mix</i>	8,598	6,301	2,297
<i>WF/PP - White Fir/Ponderosa Pine Mix</i>	2,294	1,725	569
<i>WF - White Fir</i>	243	205	38
<i>ASP - Aspen</i>	43	12	31
<i>JUN - Western Juniper</i>	3,896	2,756	1,140
<i>WTM - Wet Meadow</i>	218	110	108
<i>Xeric Meadow</i>	716	223	493
<i>Rock/Brush/Open</i>	271	160	111
<i>Unclassified</i>	58	54	4
<b>TOTAL</b>	<b>31,305</b>	<b>20,055</b>	<b>11,250</b>

Barry Point Fire Restoration Project  
Table 1

Livestock grazing is an integral part of the forest resource management of the property. Immediately following the fire, there were no grasses for the livestock to utilize, thus the cattle were removed from the property and located elsewhere. For the foreseeable future, the AUM on the land will actually increase for a time prior to the conifer

**III. AIR QUALITY:** Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations.

Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Conflict with or obstruct implementation of the applicable air quality plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non- attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Expose sensitive receptors to substantial pollutant concentrations?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Create objectionable odors affecting a substantial number of people?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Assessment:**

Air quality was impacted by the Barry Point Fire. This project aims to reverse that catastrophic event by planting trees and having a positive impact on the air quality. The act of planting trees will have no impact on air quality in the region and will actually improve the air quality.

IV. BIOLOGICAL RESOURCES: Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or US Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

**Assessment:**

Over the 27 years of their ownership, the Collins Company has invested in habitat restoration and enhancement projects across the property as part of their commitment to excellent forestry providing benefits to the natural ecosystems and the local community.

Prior to the Barry Point Fire in 2012, the Collins Company managed the property to create conditions of a diverse, two-story mature forest with healthy riparian corridors and meadows a mosaic of habitat ideal for a variety of species listed below. A current NDDDB review was completed and the results are listed in attachment 1. Other biological inventories have been completed within the project area.

This restoration would reestablish the native Eastside pine forest on 17,829 acres, enhance important aspen stands on 22 acres, and enhance xeric meadows on 528 acres. (The remaining ~4,000 acres within the project restoration area are rock outcroppings that will not require any restoration activities.) As a result, the restoration project would enhance the wildlife habitat, protect water quality, bring back the scenic beauty the local community enjoyed for recreation, and ensure that the property can remain in timber production to support the local economy.

The Conservation Values of the Property include its diversity of habitat types, including forest, meadows, instream and wetland attributes, aspen; juniper and sagebrush, which provide habitat for a wide range of terrestrial and aquatic species, some of which are listed by the United States and the State of California as threatened, potentially threatened or of special concern, or are otherwise known to be rare. Species known to occur, or potentially occur, on the Property include the Great grey owl, northern goshawk, greater sandhill cranes, and Goose Lake redband trout.

Fish/birds/mammals – The project area has large herds of Rocky Mountain elk, goshawk, black-backed woodpecker, greater sandhill cranes, and the Modoc sucker. Notably, the property is also home to the state's northern most population of great grey owl. Collins is collaborating with the California Department of Fish and Wildlife to develop plans for forest management and forest restoration that would not only maintain but also enhance the owl habitat, while continuing to manage the property for commercial timber, which is a major economic driver in the local economy.

Botanical: The project area is described as Eastside Pine (EPN) under the California Wildlife Habitat Relationship (CWHR) classification system. Ponderosa pine, white fir, incense cedar and western juniper dominate the property. Lesser vegetation is composed of snowbrush, green-leaf Manzanita, bitterbrush, snowberry and mountain mahogany. The grass and forb complex is dominated by wyethia and Idaho fescue. Interspersed among the project's conifer forests are significant seasonal meadows, aspen stands, and low sage habitat that add significant wildlife habitat diversity to the landscape.

This project could potentially affect biological resources found within the project area. The primary action to prevent significant impacts to the biological resources will be the avoidance of identified sensitive areas. This includes nesting and brooding areas and sensitive plant locations.

Areas such as these, for example sensitive plant locations, will be protected by avoidance. However over time the natural encroachment on open areas, where some of these plants reside, could affect the resource; this is a natural phenomenon, not the result of human interaction. Nesting and brooding areas will naturally be developed over time as the timber matures. Specific riparian and meadow management zones will be in place to insure that this type of habitat is created as well as protected in the future.

The Property's forests are currently or have the potential to be post-restoration naturally diverse, consisting of a range of age classes and forest structures. The preservation, restoration and sustainable management of such forest types are recognized by the California Forest Practices Act (Cal. Pub. Res. Code section 4511 *et seq.*) and the Timberland Productivity Act of 1982 (Cal. Gov't Code section 51100 *et seq.*), and are therefore viewed as providing public benefit, including the protection of fish and wildlife habitat, watersheds, and aesthetic enjoyment and the long-term sustainable production of high-quality forest products. In addition, in accordance with the California General Plan law, section 65300 *et seq.*, and section 65400 *et seq.* of the California Government Code, the policies contained in the Modoc County General Plan call for the preservation of timberlands and the maintenance of viable and healthy fish and wildlife habitats for the public benefits they provide. The protection of the Property's Conservation Values is specifically consistent with the conservation objectives of California's Forest Legacy Program, as set forth in the *Assessment of Need* approved by the U.S. Secretary of Agriculture on January 22, 1996, as amended.

#### Herbicide Use:

Brush competition is the main factor in plantation failure. Brush and forbs compete for water and other scarce nutrients that the trees need as well. In order to keep this competition down, use of herbicide will be necessary. The herbicides that will be used are Hexazinone, Imazapyr and Glyphosate for the brush/grass/forb treatment. All chemicals will be used in accordance with the label directions. Either hand application of a spot spray around the newly planted tree will occur or a broadcast aerial application will be used. Due to the advanced stages of the brush/forb component on-site, the most likely application method will be a hand application. With this type of application, a focused spot spray of herbicide around the tree will be used.

Impacts to fish and wildlife are minimal. This is a one-time application of the chemical in the life of the forest. Chemicals used have a short half-life in the environment, thus minimizing the impacts to fish and wildlife. Further, no application of herbicide will occur within the WLPZ of any watercourse on the property. By using the chemical in accordance with label directions, minimal adverse impacts to fish and wildlife will occur.

The proposed treatment is:

2.5 qrts Glystar (Glyphosate) ~0.5qrt active per acre

16 oz surfactant per acre

16 oz Imazapyr per acre

1.33 pounds of Velpar (Hexazinone) per acre

The rates may change slightly due to on the ground variations at the time of application.

There is a high probability that the restored forest will require treatment for pine shoot borer to reduce its population. Treatment is typically conducted the year prior to pre commercial thinning (PCT) to insure that the remaining trees are free to grow with minimal defect. The standard method of control of this pest is to use a pheromone laced with Permethrin to kill the male of the species which in turn causes the population to diminish. Application rates of this chemical are low; typically the product is placed in pea sized drops on trees on the circumference of the plantation (8.4g/Ac) (Permethrin is the same substance you will find in flea collars used on pets). The strength of the chemical and the low application rate do not pose a threat to fish or wildlife (8.4g/Ac).

We will be using MaxEx to treat the moth. MalEx ShootBorer combines the best aspects of two technologies: Pheromone attraction and traditional chemical insecticides. The resulting product provides shoot moth control that is effective, selective and residue-free and does not trans-locate off-site.

Each 50 microlitre droplet contains Permethrin, a potent knock-down insecticide, and a synthetic version of the pheromone released by a female shoot borer to attract, or 'call', a mate. The attractant and insecticide are combined in a patented, UV-absorbing carrier material that provides a slow, uniform release of the powerful pheromone. Male moths are inevitably attracted to the small droplets of MalEx ShootBorer with which they attempt to mate. Any contact with the product kills or disables them (MalEx =Ex Male), thus preventing mating and subsequent egg-lay and larval infestation. MalEx ShootBorer uses pheromones as they were intended to be used: to attract males. They are not confused or overwhelmed. They are simply and biologically attracted. Then, the insecticide component of MalEx kills them. Dead males don't mate.

MalEx ShootBorer comes in an applicator tube complete with a calibrated pump that deposits metered droplets of product exactly where you want them. Only 600 evenly spaced droplets are needed to protect an acre of pines

for a season. Droplets may be placed on either bark or needles. Droplets should be placed on the tree within hand reach. MalEx ShootBorer targets shoot borers: *Eucosma sonomana*, *E. gloriola*, and *E. recissoriana*

V. CULTURAL RESOURCES: Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Cause a substantial adverse change in the significance of a historical resource as defined in §15064.5?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Disturb any human remains, including those interred outside of formal cemeteries?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Assessment:**

With close proximity to Goose Lake and abundant plant and wildlife resources, this property was used by both Native Americans and settlers. Archaeological surveys have found both pre-historic and historic artifacts on the property including lithic scatter and campsites from the Modoc, Hewesi Band of the Pit River Tribe, and Northern Paiute tribes as well as an old homestead and broken glass and cans from early settlers and sheep herders.

The project area was salvage logged in 2012 and 2013 under the Emergency THP process. All areas that had the potential to be disturbed with logging activities were surveyed for potential archaeological sites by State trained Registered Professional Foresters prior to the start of operations. Areas discovered were provided protection through avoidance before the start of operations. This project which is planting trees will not impact these identified resources, nor will it cause any ground disturbance on the scale of logging.

VI. GEOLOGY AND SOILS: Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
ii) Strong seismic ground shaking?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iii) Seismic-related ground failure, including liquefaction?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iv) Landslides?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Result in substantial soil erosion or the loss of topsoil?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

- |  |                          |                          |                          |                                     |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?                                     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

**Assessment:**

Elevations range from 5140 feet to 5980 feet (1566-1822 meters). Topography in the project area is typical of the Modoc plateau in that it is a basaltic formation of flat to gently rolling terrain. Across the project area there are gentle swales and draws, with an occasional small, less than five (5) acre, rock flat. Slopes in the project area range from 5-65% with the majority averaging less than 10%.

With the lack of surface organic material and minimal vegetative cover on the site, the erosion potential is significantly higher. Overland flow, which can lead to mass sheet erosion, is a potential following any wildfire. The best way to prevent this erosion is through reestablishment of native forest on the site. Another issue that arises with bare mineral soil is the unintended introduction of noxious weeds on the site. Reestablishing a cover on the bare soil is a key component of minimizing the possibility of a site take over by noxious weeds.

Tree planting will be conducted using hand methods; no tracked or rubber tired machines will be used to plant the area which minimizes any erosion or compaction potential on the site. Passenger vehicles will remain on existing roadways.

- | <b>VII. GREENHOUSE GAS EMISSIONS:</b> Would the project:   | Potentially Significant Impact | Less Than Significant with Mitigation | Less Than Significant Impact        | No Impact                           |
|--|--------------------------------|---------------------------------------|-------------------------------------|-------------------------------------|
| a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?      | <input type="checkbox"/>       | <input type="checkbox"/>              | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases? | <input type="checkbox"/>       | <input type="checkbox"/>              | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |

**Assessment:**

In addition to contributions to wildlife adaptation, there are significant climate benefits consistent with California’s goals for the forest sector as part of AB 32, the Global Warming Solutions Act, that can be secured through the restoration and conservation-based management of the project area:

- By precluding any development, current, unburned stocks will be better sustained and loss avoided;
- Rehabilitation of the forestland that was lost to the Barry Point Fire will speed up the natural process of reestablishment of forest on this property.
- By shifting forest management to grow and sustain somewhat higher carbon stocks than would normally occur under intensive management for forest products, sequestration could increase while timber harvest continues; and
- By reducing fire risk and enhancing the resilience of the forest resources and contributing to a more resilient public-private landscape.

The carbon emitted into the atmosphere from the initial stages of this project are negligible and will be more than offset from the establishment of a forest on the property.

<b>VIII. HAZARDS AND HAZARDOUS MATERIALS:</b> Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Assessment:**

When herbicides are used on the property, all contractors contracted for pesticide applications must follow all federal, state, local laws and regulations and product label requirements. All chemicals and hazardous materials must be in leak proof containers and must be kept away from riparian zones and environmentally sensitive sites. Contractors and their employees must have the equipment and training necessary to respond to hazardous spills. Chemicals are only applied by workers who have received proper training in application methods and safety. Workers are made aware of risks, wear proper safety equipment and are trained to minimize environmental impacts on non-target species and sites. Contractors are responsible for and must report any instances of spills or unusual worker exposure to chemicals on the forest within 24 hours of such incidents. Collins staff will keep a record of all spills and instances of unusual worker exposure and will investigate each such case. Contractors will be responsible for all clean up and treatments required.

Contractors shall be supplied with a written prescription and a map for each herbicide treatment unit. Prescription and map will identify site specific hazards, environmental risks, watercourses and protection zones. Collins staff will meet with contractor on each property and treatment unit to discuss site specific prescriptions and environmental protection issues.

IX. HYDROLOGY AND WATER QUALITY: Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Violate any water quality standards or waste discharge requirements?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Otherwise substantially degrade water quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

- |  |                          |                          |                          |                                     |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| j) Inundation by seiche, tsunami, or mudflow   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

**Assessment:**

The property has approximately 95 miles of streams running through it (3.8 miles of Class I, 24 miles of Class II, and 67 miles of Class III). Approximately 75% of the property drains into the Klamath River Basin via the Lost River while the remaining 25% drains into the Sacramento River Basin via Goose Lake, which was historically the headwaters to the Pit River, part of the Sacramento River watershed. Agricultural water diversions have lowered the lake level below the outlet, creating a semi-closed drainage basin with surface flows into the Pit River during years of heavy precipitation. The Goose Lake drainage basin is still the subsurface headwaters to the Pit River

The property occupies a portion of 11 CAL FIRE planning watersheds. In three of the watersheds the Collins ownership comprises over 50% of that given watershed- including almost 96% of the Turner Springs watershed. There is one named Class I creek that flows through the property- Willow Creek.

<b>Collins Goose Lake Ownership of CAL FIRE Planning Watersheds</b>	<b>Total watershed acres</b>	<b>Collins acres in watershed</b>	<b>Collins % of Watershed</b>
Turner Springs	4,802	4,597	95.7%
Upper Willow Creek	9,347	6,971	74.6%
Back Tuttle Spring	6,114	3,848	62.9%
Corral Creek	12,463	5,822	46.7%
Sibley Lake	5,267	2,183	41.4%
Upper Fletcher Creek	8,254	3,029	36.7%
Little Grizzlie Spring	9,084	2,389	26.3%
Mouse Spring	7,475	1,528	20.4%
Middle Willow Creek	7,367	1,112	15.1%
Upper N. Fork Willow Creek	13,205	1,207	9.1%
Middle N. Fork Willow Creek	13,205	80	0.6%

Table 2

With the lack of surface organic material and minimal vegetative cover on the site, the erosion potential is significantly higher. Overland flow, which can lead to mass sheet erosion, is a potential following any wildfire. The best way to prevent this erosion is through reestablishment of native forest on the site. Another issue that arises with bare mineral soil is the unintended introduction of noxious weeds on the site. Reestablishing a cover on the bare soil is a key component of minimizing the possibility of a site take over by noxious weeds.

<b>X. LAND USE AND PLANNING:</b> Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
---	--------------------------------	---------------------------------------	------------------------------	-----------

- |   |                          |                          |                                     |                                     |
|---|--------------------------|--------------------------|-------------------------------------|-------------------------------------|
| a) Physically divide an established community?  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| c) Conflict with any applicable habitat conservation plan or natural community conservation plan?   | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |

**Assessment:**

The Conservation Values of the Property include its relatively natural Eastside Pine forest ecosystem. The Property's forests are currently or have the potential to be post-restoration naturally diverse, consisting of a range of age classes and forest structures. The preservation, restoration and sustainable management of such forest types are recognized by the California Forest Practices Act (Cal. Pub. Res. Code section 4511 *et seq.*) and the Timberland Productivity Act of 1982 (Cal. Gov't Code section 51100 *et seq.*), and are therefore viewed as providing public benefit, including the protection of fish and wildlife habitat, watersheds, and aesthetic enjoyment and the long-term sustainable production of high-quality forest products. In addition, in accordance with the California General Plan law, section 65300 *et seq.*, and section 65400 *et seq.* of the California Government Code, the policies contained in the Modoc County General Plan call for the preservation of timberlands and the maintenance of viable and healthy fish and wildlife habitats for the public benefits they provide. The protection of the Property's Conservation Values is specifically consistent with the conservation objectives of California's Forest Legacy Program, as set forth in the *Assessment of Need* approved by the U.S. Secretary of Agriculture on January 22, 1996, as amended.

Collins Timber Company is willing to Partner with Pacific Forest Trust to restore and enhance the habitat values of this large tract, in the context of permanently conserving these values for the public benefit. It is proposed that WCB to make a restoration grant for a portion of the cost of reforesting the 20,806 Acre burn area. Collins Timber Company and other sources would be funding the remainder of the cost.

- | <b>XI. MINERAL RESOURCES:</b> Would the project:  | Potentially Significant Impact | Less Than Significant with Mitigation | Less Than Significant Impact | No Impact                           |
|---|--------------------------------|---------------------------------------|------------------------------|-------------------------------------|
| a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?                                | <input type="checkbox"/>       | <input type="checkbox"/>              | <input type="checkbox"/>     | <input checked="" type="checkbox"/> |
| b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan? | <input type="checkbox"/>       | <input type="checkbox"/>              | <input type="checkbox"/>     | <input checked="" type="checkbox"/> |

**Assessment:**

LACO Associates, Inc. of Eureka CA. conducted a Mineral Remoteness report on the property. Their findings are: Based on the available public records, field examination (July 2, 2014 to August 9, 2014) and regulatory/industry information and personal interviews with regulatory staff, the mineral development of the Property is concluded below:

*The Property has a high potential for the occurrence of Salable minerals (aggregate mineral materials), but a low development potential due to poor economic return on and a high cost to transport the aggregate off the site; a low potential for leasable minerals to occur, and a low occurrence potential for locatable minerals.*

Thus the impact on mineral resources would be negligible.

XII. NOISE: Would the project result in:	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Assessment:**

The only noise that will be developed from this project is that normally noise occurring with vehicular traffic on forest roads, and human speech during the planting of the trees. The noise level will be very low.

XIII. POPULATION AND HOUSING: Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Assessment:**

The land is not zoned for human habitation. No human habitation is occurring on the property currently. The project is in a remote area and the distance to population centers is over fifty miles away. No structures will be built during the course of this project.

**XIV. PUBLIC SERVICES:**

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Fire protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Police protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Schools?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Parks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Other public facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Assessment:**

The project is in a remote area and the distance to population centers is over fifty miles away. This project will put no burden on public services other than that normally occurring within the area.

**XV. RECREATION:**

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Assessment:**

Modoc County's natural resources (water, forests, fish, and wildlife) are the backbone of the local economy. These resources support jobs associated with timber harvesting and agriculture, as well as the services industry associated with recreational hunting, fishing, and hiking. The landowner has traditionally allowed public recreation on these lands and their restoration and conservation would enhance the scenic qualities and wildlife habitat, and provide the public with continued use.

**XVI. TRANSPORTATION/TRAFFIC:** Would the project:

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Result in inadequate emergency access?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Conflict with adopted policies, plans or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Assessment:**

The property is in a remote location. Forest roads exist in the area but no new road construction is proposed for this project. No increase in vehicular traffic is expected from the project except that which will be required for a short time when tree planting is occurring; this typically lasts less than one month in the spring time.

**XVII. UTILITIES AND SERVICE SYSTEMS:** Would the project:

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

- |   |                          |                          |                          |                                     |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| e) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| g) Comply with federal, state, and local statutes and regulations related to solid waste?   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

**Assessment:**

No human habitation occurs on the site eliminating the need for waste water treatment, storm water treatment or water facilities. This is forest land, not urban area.

**XVIII. MANDATORY FINDINGS OF SIGNIFICANCE**

- |  |                          |                          |                          |                                     |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

**Assessment:**

This project will have a positive impact on the environment. With the reestablishment of trees on the site, wildlife habitat will be restored, water quality will be enhanced by the filtering qualities of the trees and lesser vegetation and the overall visual quality of the landscape will be vastly improved. Numerous forest dependent species will benefit from the reestablishment of the forest on the site that once had a forest.

V. Attachments

1. California Natural Diversity Database

IMAPS Print Preview

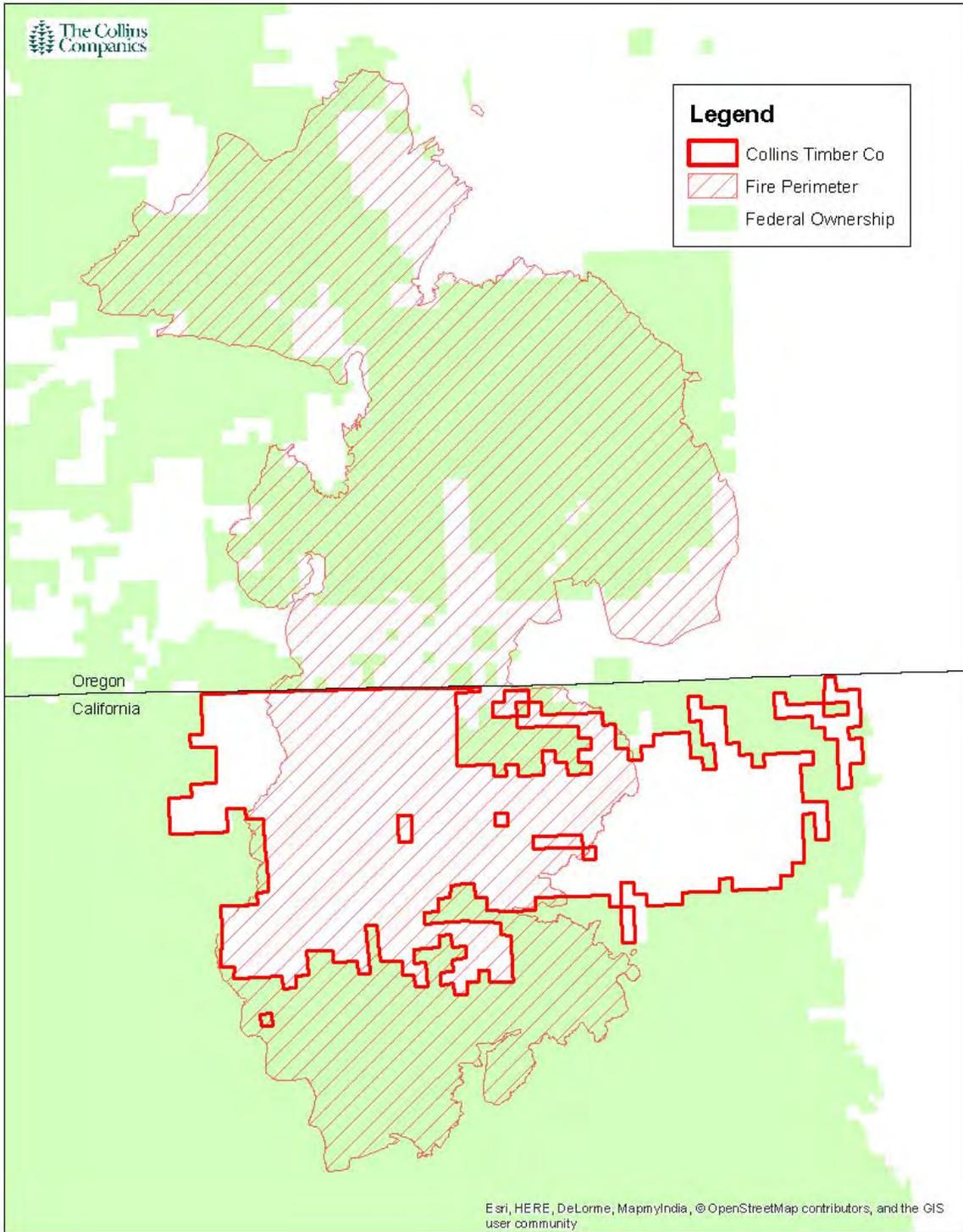
Page 1 of 1

**CNDDB Quad Species List** 13 records.

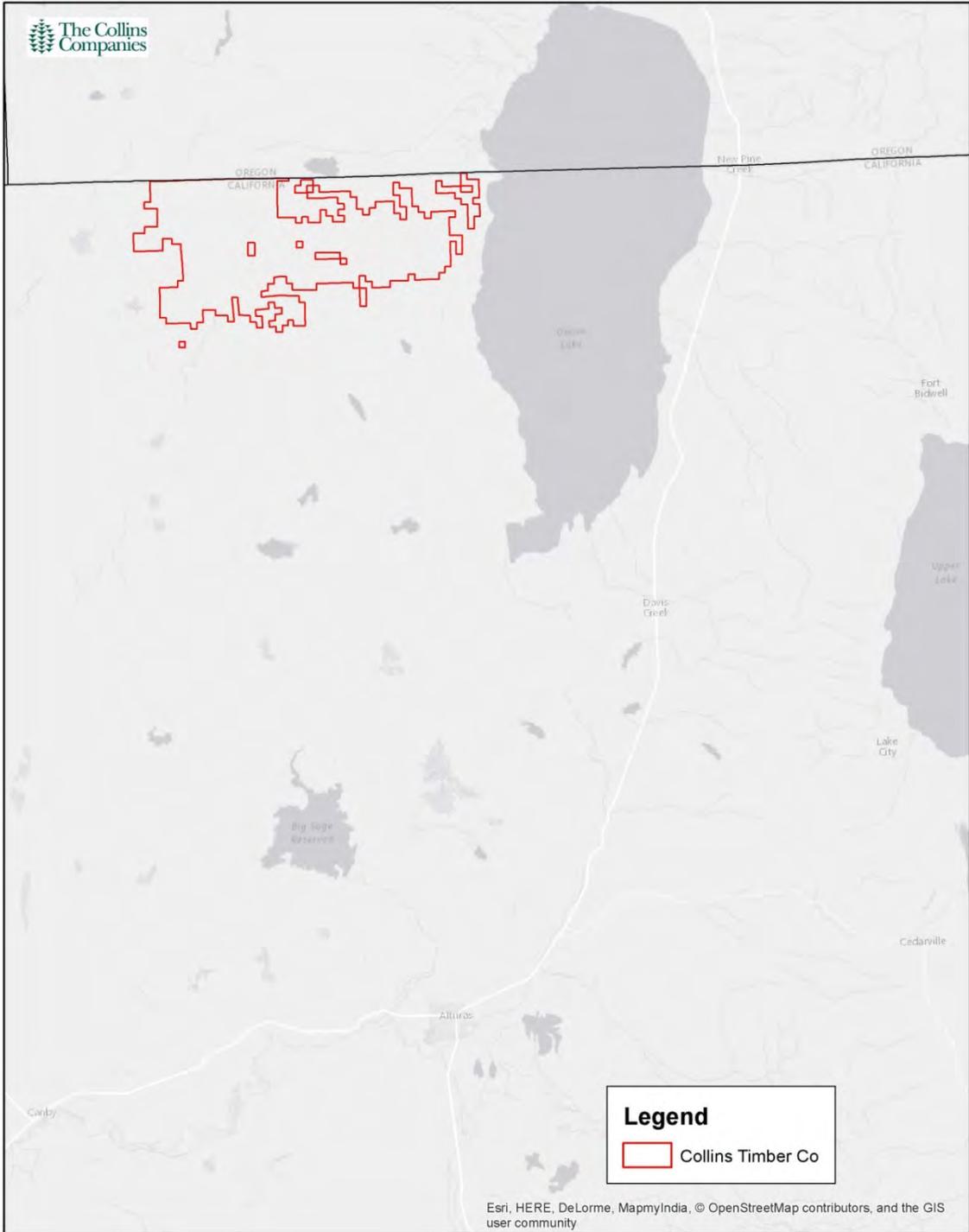
Element Type	Scientific Name	Common Name	Element Code	Federal Status	State Status	CDFW Status	CA Rare Plant Rank	Quad Code	Quad Name	Data Status	Taxonomic Sort
Animals - Birds	Accipiter gentilis	northern goshawk	ABNKC12060	None	None	SSC	-	4112086	Beaver Mtn.	Mapped	Animals - Birds - Accipitridae - Accipiter gentilis
Animals - Birds	Grus canadensis tabida	greater sandhill crane	ABNMK01014	None	Threatened	FP	-	4112086	Beaver Mtn.	Mapped	Animals - Birds - Gruidae - Grus canadensis tabida
Animals - Birds	Setophaga petechia	yellow warbler	ABPBX03010	None	None	SSC	-	4112086	Beaver Mtn.	Unprocessed	Animals - Birds - Parulidae - Setophaga petechia
Animals - Birds	Sphyrapicus ruber	red-breasted sapsucker	ABNYF05020	None	None	-	-	4112086	Beaver Mtn.	Unprocessed	Animals - Birds - Picidae - Sphyrapicus ruber
Animals - Fish	Chasmistes brevirostris	shortnose sucker	AFCJC03010	Endangered	Endangered	FP	-	4112086	Beaver Mtn.	Mapped	Animals - Fish - Catostomidae - Chasmistes brevirostris
Animals - Mammals	Taxidea taxus	American badger	AMAJF04010	None	None	SSC	-	4112086	Beaver Mtn.	Mapped and Unprocessed	Animals - Mammals - Mustelidae - Taxidea taxus
Plants - Vascular	Arnica fulgens	hillside arnica	PDAST0Q090	None	None	-	2B.2	4112086	Beaver Mtn.	Unprocessed	Plants - Vascular - Asteraceae - Arnica fulgens
Plants - Vascular	Stenotus lanuginosus var. lanuginosus	woolly stenotus	PDASTCX012	None	None	-	2B.2	4112086	Beaver Mtn.	Mapped	Plants - Vascular - Asteraceae - Stenotus lanuginosus var. lanuginosus
Plants - Vascular	Scutellaria galericulata	marsh skullcap	PDLAM1U0J0	None	None	-	2B.2	4112086	Beaver Mtn.	Mapped	Plants - Vascular - Lamiaceae - Scutellaria galericulata
Plants - Vascular	Eriogonum umbellatum var. glaberrimum	Warner Mountains buckwheat	PDPGN086U2	None	None	-	1B.3	4112086	Beaver Mtn.	Mapped	Plants - Vascular - Polygonaceae - Eriogonum umbellatum var. glaberrimum
Plants - Vascular	Polygonum polygaloides ssp. esotericum	Modoc County knotweed	PDPGN0L1Y2	None	None	-	1B.1	4112086	Beaver Mtn.	Mapped	Plants - Vascular - Polygonaceae - Polygonum polygaloides ssp. esotericum
Plants - Vascular	Potamogeton ephedrus	Nuttall's ribbon-leaved pondweed	PMPOT03080	None	None	-	2B.2	4112086	Beaver Mtn.	Mapped	Plants - Vascular - Potamogetonaceae - Potamogeton ephedrus
Plants - Vascular	Dodecatheon pulchellum	beautiful shootingstar	PDPRI030D0	None	None	-	4.2	4112086	Beaver Mtn.	Unprocessed	Plants - Vascular - Primulaceae - Dodecatheon pulchellum

<https://map.dfg.ca.gov/bios/printTablePreview.html>

9/11/2014



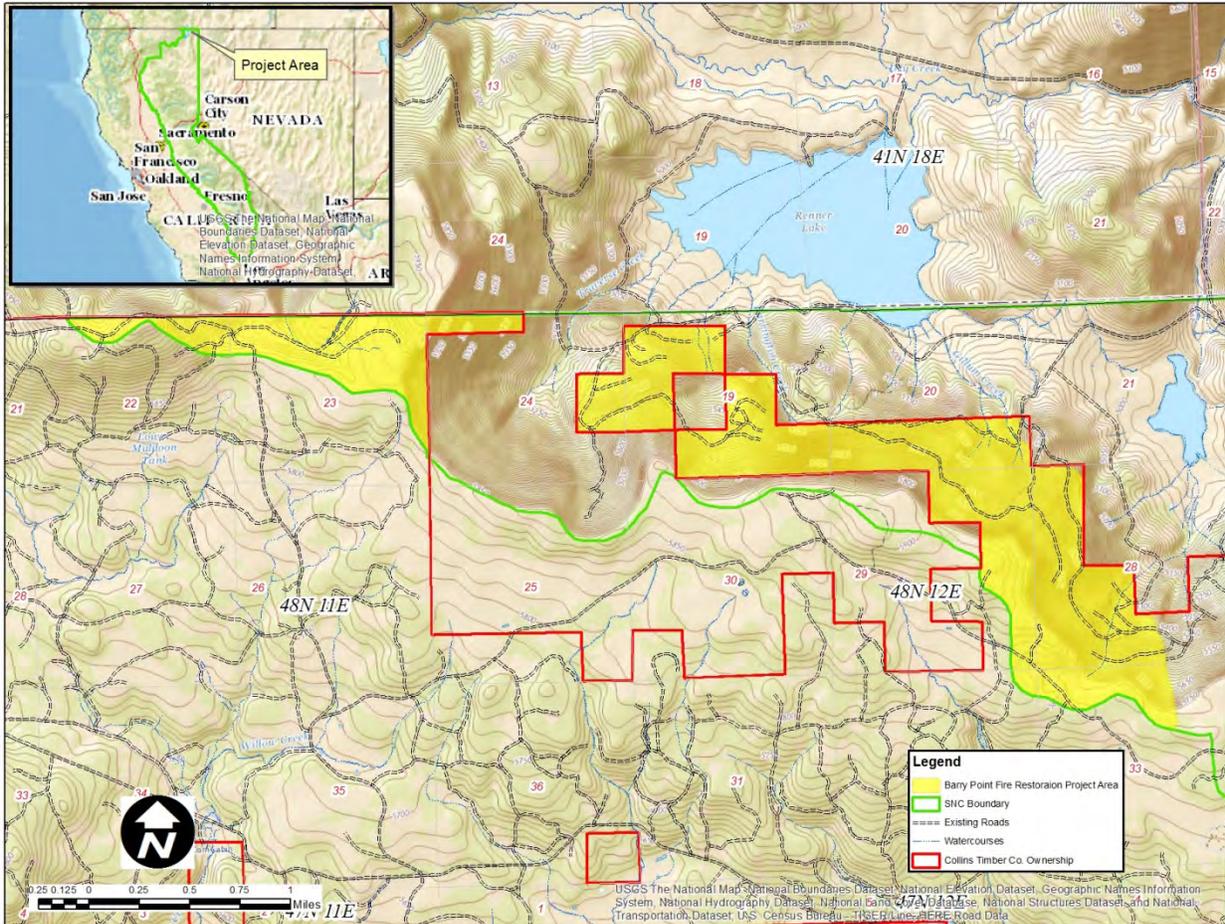
Map 1 – Collins Timber land in relation to Barry Point Fire



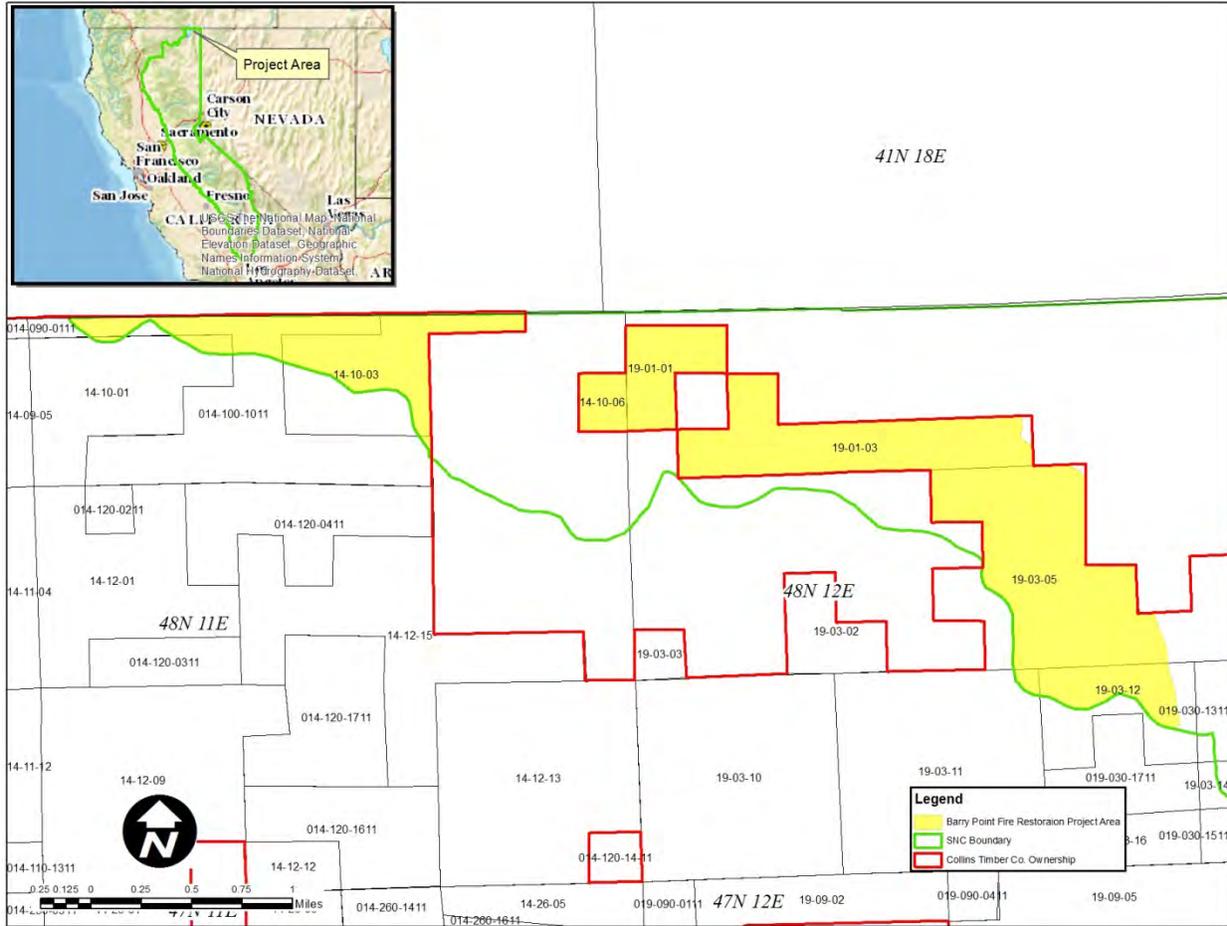
Map 2 – Collins Timber lands

# Maps and Photos

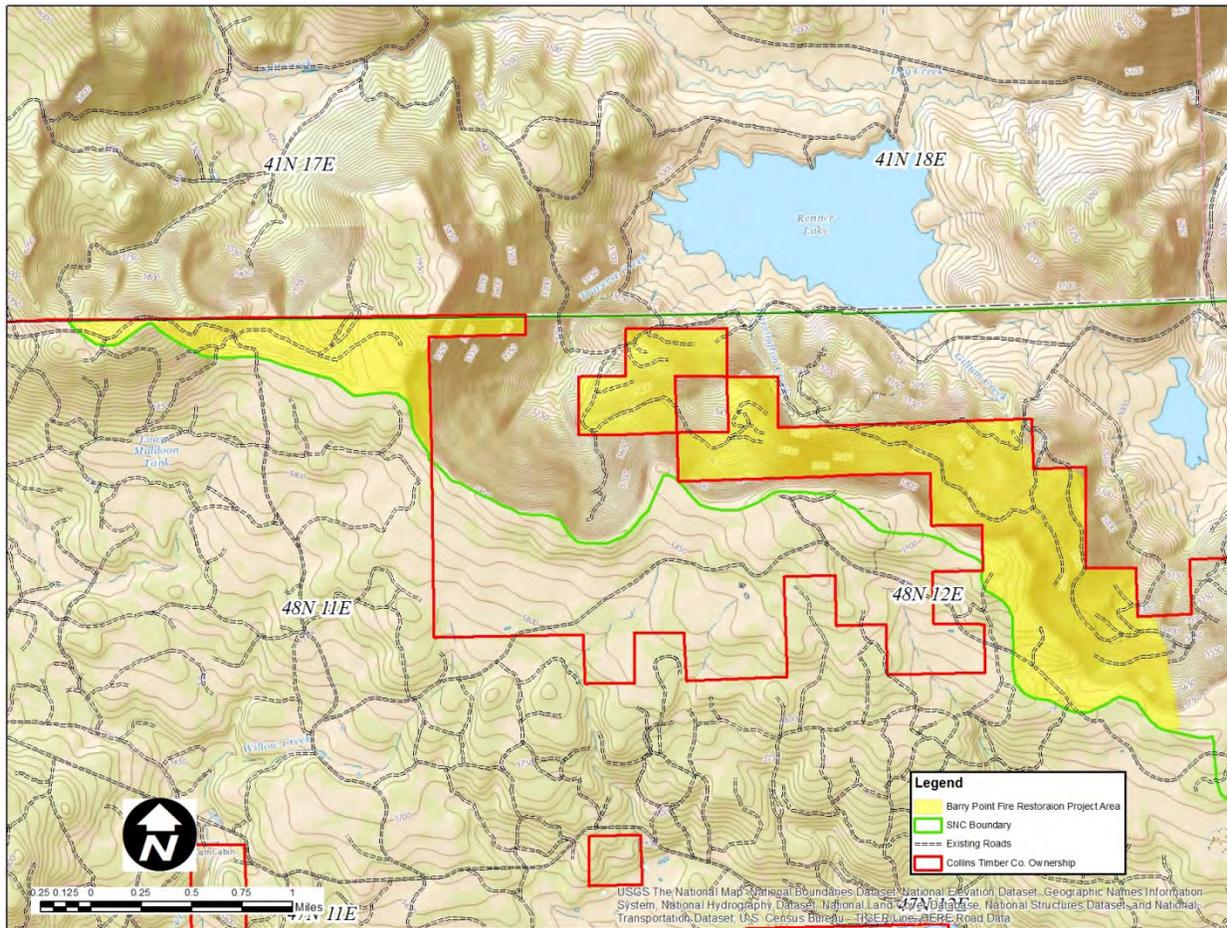
## Project Location Map



# Parcel Map



# Topographic Map



**Photos of project site**



The Collins Lakeview property has a wide diversity of wildlife habitat that will be enhanced and conserved through this project including: riparian, wet meadows, and aspen stands.





This property provides critical wildlife corridors with forage and shelter for native ungulates such as the Rocky Mountain Elk.



The photo above shows part of the burned forest after the 2012 Barry Point Fire.



Typical forest stand after the fire.



Goose Lake



Riparian area on Collins Land - Fletcher Creek



These photos show the Eastside pine forest that is native to this property. These photos were taken on a portion of the Collins property, which was not impacted by the Barry Point Fire. Through the restoration project the impacted areas of the property will be restored back to these natural conditions.



**COOPERATIVE AGREEMENT**  
and  
**TENURE DOCUMENT**

WHEREAS Collins Timber Company., hereinafter called OWNER, is the owner of certain property in the Barry Point Fire Restoration area of Modoc County, California, as identified in the Project Map attached hereto and made a part hereof, hereinafter called PROPERTY, and;

WHEREAS Modoc Resource Conservation District (MRCD) desires to implement a watershed restoration project in and around the Barry Point Fire Restoration area in Modoc County, California, hereinafter called PROJECT, and;

WHEREAS OWNER wishes to participate in the project and MRCD desires to assist OWNER with watershed and other project activities that would benefit the Barry Point Fire Restoration Area and its watershed.

NOWHEREFORE OWNER and MRCD agree to work together to implement the PROJECT jointly subject to the following conditions:

1. **Availability of Funds.** The parties hereto understand that any work to be conducted is subject to funds being awarded MRCD to accomplish said treatments. Furthermore, the parties hereto understand that once funds are secured, MRCD will prioritize the areas for treatment based on the amount awarded, and any stipulations placed by any grantor on funds awarded to MRCD.
2. **Treatment Prescription.** In general PROJECT treatments will consist of conifer establishment and plantation monitoring. Individual site specific prescriptions may be further defined and agreed to by Collins Timber Company, OWNER, and MRCD prior to start- up.
3. **Project Management.** Collins Timber Company will have primary responsibility for treatment contractor selection and management on PROPERTY with MRCD concurrence. Any agreements entered into between Collins Timber Company and treatment contractors, including payment rates, must be approved by MRCD in writing, in advance, to ensure they are within PROJECT budget and that the terms and prescriptions meet grantor requirements. Collins Timber Company will identify one of their Registered Professional Foresters (RPF) as the Project Manager for

Collins Timber Company who will perform his duties at its sole expense and will coordinate Collins Timber Company activities with MRCD president and/or MRCD designees. Upon completion of a treatment phase Collins Timber Company will submit completion maps and invoices to MRCD. Upon receipt of invoices and completion maps, MRCD will perform an inspection of PROPERTY and approve and process payments.

**Tenure and Access.** Subject to all the terms and conditions contained herein and for a term of 10 years from the effective date of this agreement, OWNER agrees to grant access to PROPERTY to MRCD for the purposes of applying for and securing PROJECT funding and implementing treatments on PROPERTY and, for a period of 25 years to Sierra Nevada Conservancy for monitoring purposes. In the event Project funding is secured, then Collins Timber Company agrees to cooperate to execute mutually agreed upon annual permits for the purposes of monitoring the implementation of Project and securing additional Project funding if needed.

This Cooperative Agreement and Tenure document is entered into this 24 day of February, 2016 by and between:

Collins Timber Company, LLC  
Modoc Timber Lands, LLC

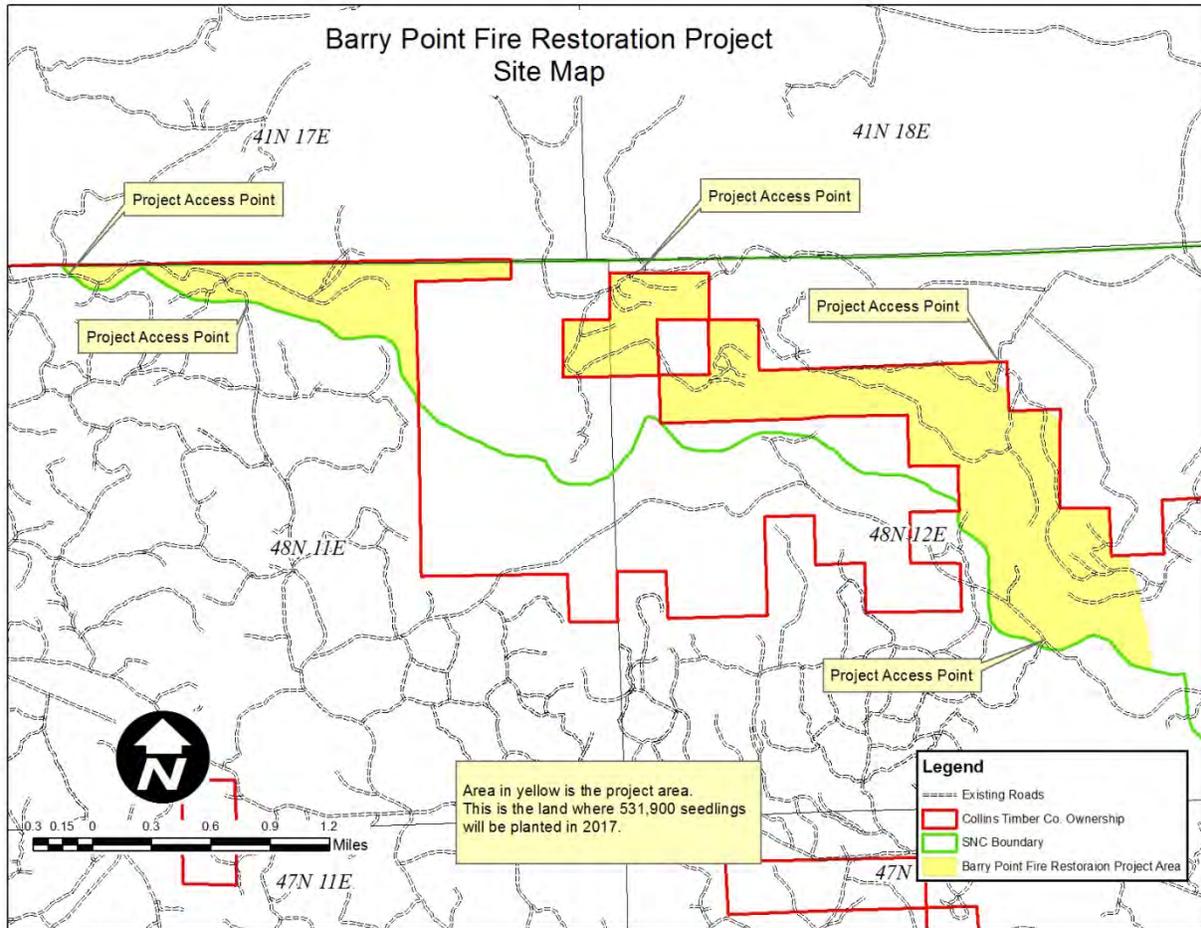
By: \_\_\_\_\_

Modoc Resource Conservation District.

By: \_\_\_\_\_



# Site Plan



## Leases or Agreements

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**NOTE:** *The original Grant Deed of Conservation Easement is recorded with Modoc County. The following is identical to the recorded document except for the signatures.*

### GRANT DEED OF CONSERVATION EASEMENT

THIS GRANT DEED OF CONSERVATION EASEMENT is made this \_ day of \_\_\_\_\_, 20\_\_\_, by COLLINS TIMBER COMPANY, LLC, an Oregon limited liability company (formerly known as Collins Products, LLC) as to an undivided sixty-two percent (62%) interest and MODOC TIMBERLANDS, LLC, a Delaware limited liability company, as to an undivided thirty-eight percent (38%) interest, as tenants in common, ("Grantor"), in favor of THE PACIFIC FOREST TRUST, INC., a California non-profit, public benefit corporation("Grantee").

#### RECITALS:

A Grantor is the owner in fee simple of certain real property, and the water rights appurtenant thereto, in Modoc County, CA, consisting of approximately 32,686 acres, more particularly described in **Exhibit A** attached hereto ("the Property"). A map showing the location of the Property is attached hereto as **Exhibit B** attached hereto (the "Map").

B. The Property possesses natural, ecological, scenic, forested and open space, and public recreational values (collectively "Conservation Values") of great importance to the Grantor, the people of Modoc County and the people of the State of California.

C. The specific Conservation Values of the Property are further documented in a Baseline Report dated \_\_\_\_\_, 20\_\_ ("the Report") of relevant features of the Property, incorporated by this reference. An index of the Report is attached hereto as **Exhibit C**. The original Report is on file at the offices of Grantee and consists of descriptions, maps, and other documentation that the parties agree provide, collectively, an accurate representation of the Property at the time of this Easement and which is intended to serve as an objective, though not exclusive, information baseline for monitoring compliance with the terms of this Easement.

D. In particular, the Conservation Values of the Property include significant forest, fish and wildlife habitat, watersheds, public recreation and scenic assets, the preservation and restoration of which is recognized by the State of California and the people of Modoc County as providing public benefit.

E. Further, the Conservation Values of the Property also include its relatively natural Eastside Pine forest ecosystem. The Property's forests are currently or have the potential to be post-restoration naturally diverse, consisting of a range of age classes and forest structures. The preservation, restoration and sustainable management of such forest types are recognized by the California Forest Practices Act (Cal. Pub. Res. Code section 4511 *et seq.*) and the Timberland Productivity Act of 1982 (Cal. Gov't Code section 51100 *et seq.*), and are therefore viewed as providing public benefit, including the protection of fish and wildlife habitat, watersheds, and aesthetic enjoyment and the long-term sustainable production of high-quality forest products. In addition, in accordance with the California General Plan law, section 65300 *et seq.*, and section 65400 *et seq.* of the California Government Code, the policies contained in the Modoc County General Plan call for the preservation of timberlands and the maintenance of viable and healthy fish and wildlife habitats for the public benefits they provide. The protection of the Property's Conservation Values is specifically consistent with the conservation objectives of California's Forest Legacy Program, as set forth in the *Assessment of Need* approved by the U.S. Secretary of Agriculture on January 22, 1996, as amended.

F. Further, the Conservation Values of the Property include its diversity of habitat types, including conifer forest, wet and xeric meadows, instream and wetland attributes, aspen groves, juniper and sagebrush, which provide habitat for a wide range of terrestrial and aquatic species, some of which are listed by the United States and the State of California as threatened, potentially threatened or of special concern, or are otherwise known to be rare. Species known to occur, or potentially occur, on the Property include the great grey owl, northern goshawk, greater Sandhill cranes, and Goose Lake redband trout.

G. Further, the Conservation Values of the Property include the watershed values of the Klamath and Sacramento River basins. Seventy-five percent (75%) of the Property drains into the Klamath River Basin via the Lost River, providing important water flow to agriculture and fish downstream. The remaining twenty-five percent (25%) of the Property drains into the Sacramento River Basin via Goose Lake, providing sub-surface flows to the headwaters of the Pit River, which drains into the Sacramento River and thence into the California drinking water system.

H. Further, the Conservation Values of the Property include the capacity of its forests to store atmospheric carbon as a means to mitigate global warming, which is recognized as being of public benefit by the 1993 United Nations Framework Convention on Climate Change; the Federal Energy Policy Act of 1992, sections 1605(a) and 9(b); and the California Global Warming Solutions Act, Health and Safety Code section 38500 *et seq.*

I. Further, the Conservation Values of the Property include the scenic quality of its forested landscape, which provides a scenic viewshed to the public on the two (2) adjacent National Forests- Modoc National Forest and Fremont-Winema National Forest.

J. To better describe and protect the Conservation Values of the Property for the purposes of this Easement the Property is segmented hereunder into two zones of activity: the Forest Management and Special Habitat Management Zones. Additionally, some restrictions shall apply equally across all portions of the Property. Each of the Zones is described more fully in the Report.

K. Grantor and Grantee recognize the traditional uses of the Property for productive forestry, fish and wildlife habitat, watershed functions, and recreation and acknowledge that the Grant of this Easement is in support and furtherance of the sustainability of such uses.

L. The Grantor intends that the Conservation Values of the Property identified herein be preserved and maintained by permitting only those land uses on the Property which do not significantly impair or interfere with them, as detailed herein.

M. While recognizing that the Grantor has a history of exemplary stewardship of the Property's resources, Grantor intends to convey to Grantee certain rights that enable Grantee to join Grantor in the preservation and protection of the Conservation Values of the Property in perpetuity.

N. Grantee is a publicly-supported, tax-exempt nonprofit land organization qualified under sections 501(c)(3) and 170(h) of the Internal Revenue Code, whose primary purpose is the preservation, protection, or enhancement of land in its natural, ecologically significant, scenic, open and agricultural and/or forested condition for scientific, charitable and educational purposes.

## AGREEMENT

Grantor and Grantee ("the parties") mutually agree as follows:

1. Grant of Easement. In consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of California and in particular California Civil Code § 815 *et seq.* Grantor hereby voluntarily grants, conveys and warrants as a gift to Grantee a

conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth in this Deed of Easement (which includes exhibits hereto, hereafter collectively referred to as "Easement").

2. Acceptance of Easement. By accepting this grant, Grantee hereby accepts without reservation the rights and responsibilities conveyed by this Grant Deed of Conservation Easement to protect the Conservation Values of the Property in perpetuity for the benefit of the general public of this generation and generations to come.

3. Purpose. It is the Purpose of this Easement ("Purpose") to:

- (a) Protect significant open and relatively natural forest and meadow ecosystems, in particular the eastside pine and associated conifer forest and western juniper forest types occurring today or historically occurring on the Property as described in the Report;
- (b) Protect the naturally diverse habitat complex for native fish and wildlife, especially riparian forests, meadows, complex mature forests, and habitat features such as large trees, that are important for the needs of threatened and rare species;
- (c) Protect significant water resources and the water quality thereof, including Willow Creek, Turner Springs, Fletcher Creek, Corral Creek and other watercourses;
- (d) Enhance the forest's ability to store atmospheric carbon;
- (e) Maintain the capacity of the Property for productive forest and rangeland management, including the long-term sustainable harvest of high quality forest products, contributing to the economic vitality of the state and region; and
- (f) Allow non-motorized, non-consumptive recreational access to the Property for the general public pursuant to the specific terms of this Easement; and
- (g) Prohibit any use of the Property that would materially impair, degrade or damage the Conservation Values of the Property taken as a whole, while recognizing and acknowledging that a balance must exist among all the Conservation Values, and that the act of favoring one value may lead to the impairment of another.

Such purposes are consistent with and in accordance with the U.S. Internal Revenue Code, section 170(h). Any activity on or use of the Property inconsistent with the Purpose of this Easement that materially impairs, degrades or damages the Conservation Values, taken as a whole, is a violation of the terms of Easement; provided, however, that activities undertaken consistent with the terms of the expressly reserved rights detailed in paragraph 6 are not deemed to be a violation of this Easement.

4. Rights of Grantee. To accomplish the Purpose of this Easement, the following rights are conveyed in perpetuity to Grantee by this Easement:

(a) To preserve and protect the Conservation Values of the Property by enforcing the terms of this Easement; and

(b) To enter upon the Property at reasonable times with reasonable notice, for reasonable durations, for the following purposes, provided that such entry shall not unreasonably interfere with the use and quiet enjoyment of the Property by the Grantor, Grantor's agents or by any tenants of the Property. Such access is allowed to enable Grantee to:

(1) To identify the current uses and practices on the Property;

(2) Monitor compliance with the terms of this Easement at least once a year and to otherwise ensure compliance with such terms;

(3) Assess any damage to the Conservation Values or oversee any corrective action or restoration of the Property pursuant to paragraph 8 below;

(4) Conduct scientific research and biological monitoring in collaboration with Grantor and the California Department of Fish and Wildlife ("DFW"), provided that such activities shall not require funding by Grantor;

(5) Access by Grantee to areas where active timber harvesting activities are in progress will be subject to Grantee's compliance with reasonable safety rules and procedures established by Grantor, provided that written rules have been provided to Grantee in advance and that Grantee is regularly and promptly informed of any changes thereto; and

(c) To prevent, terminate or mitigate the exercise of present and future development rights allocated, implied, reserved or inherent in the Property, including the transfer of same within or outside of the Property, consistent with paragraphs 5 and 6, and as detailed in **Exhibit D, Part I – Restrictions** attached hereto; as well as any activity on the Property or use of the Property which, in Grantee's reasonable judgment violates the terms of this Easement, including through immediate entry; and to require the restoration of such areas or features of the Property that may be damaged by such violation, pursuant to paragraph 8 and its sub-paragraphs.

5. Prohibited or Restricted Uses. Grantor intends that this Easement will confine the use of the Property to such activities as are consistent with the Purpose and terms of this Easement. Therefore any activity on the Property or use of the Property which violates the terms of this Easement is prohibited. Without limiting the generality of the foregoing, the activities and uses described in Exhibit D are expressly prohibited or restricted.

6. Reserved Rights. Grantor reserves to itself, and to its personal representatives, heirs, successors and assigns, all rights and obligations accruing from its fee ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited or restricted herein and do not otherwise violate the terms of this Easement. Without limiting the generality of the foregoing, the following rights are expressly reserved and shall be deemed to be consistent with the Purpose and terms of this Easement:

(a) Commercial Forest Management activities subject to the terms and restrictions set forth in Part II of Exhibit D.

(b) Commercial livestock grazing operations subject to the terms and restrictions set forth in Exhibit D.

(c) The right to: (i) store, sequester and accumulate carbon associated with the absorption by plants of carbon dioxide from the atmosphere and its conversion to carbon stored in all above-ground living biomass, below-ground living biomass, dead biomass including (without limitation) trees, plants and other vegetation and associated roots, surface duff and organic elements in the soil on the Property, or in wood products extracted pursuant to Forest Management activities permitted herein (“Carbon”); and (ii) trade, sell, transfer, gift, or lease any voluntary or regulatory reduction tons or offset credits generated from Carbon (“Carbon Credits”), to the extent such Carbon is captured as a natural consequence of the exercise of the uses permitted herein.

(d) All hunting rights.

7. Clarification of Easement Terms. From time to time Grantor and Grantee may have questions about whether a particular land use or activity is consistent with the terms and conditions of this Easement. If such questions arise, the party with the question shall contact the other in a timely fashion to discuss the planned, or actual, land use or activity and to seek clarification. The parties shall make a good faith effort to resolve the question prior to undertaking the land use or activity and prior to undertaking any other dispute resolution available under this Easement, or existing at law or in equity. If Grantor desires clarification of a planned activity or land use, it shall make its best effort to follow the procedure described in paragraph 7.1 for notice of actions that specifically require Grantee’s approval.

7.1 Notice of Intention to Undertake Actions Requiring Grantee’s Approval: Certain restricted activities specified in this Easement, or in Exhibit D, require the Grantee’s approval prior to being undertaken. Therefore, advance notice is necessary to afford Grantee an opportunity to ensure that the activities in question are designed and carried out in a manner consistent with the terms and conditions of this Easement. Grantor shall notify Grantee in writing not less than sixty (60) days before the date Grantor desires to undertake such restricted activities and prior to Grantor’s submission of any plan or permit application to such government agency(ies) related to the activities in question (“Approval Request”). The Approval Request shall describe the nature, scope, design, location, timetable, and any other material aspects of the proposed activity, in sufficient detail to permit Grantee to make an informed judgment

about the activity's consistency with the Purpose and terms of this Easement and enable Grantee to keep its records current.

(a) Annual Meeting. Grantor and Grantee agree to meet at least annually to review and discuss forest and rangeland management, timber harvest plans, other plans or permits, and other activities on the Property to better ensure mutual understanding and compliance with the terms of the Easement. Telephone conversations may serve the purpose of this meeting and be substituted therefor. Whenever possible, Grantor shall request, at the time of this annual meeting, Grantee's approval for such activities for the upcoming year as may be required.

7.2 Grantee's Approval. Whenever Grantee's approval is required or sought, Grantee shall give written response of its determination within thirty (30) days after the receipt of Grantor's Approval Request. In the event Grantee fails to respond to Grantor's Approval Request within said thirty (30) day period, such request shall be deemed approved. Grantee's approval shall be based upon Grantee's reasonable determination that the proposed use or activity would be consistent with the terms of this Easement. Approval, approval with conditions, or disapproval shall be within the reasonable discretion of Grantee. Approval may be granted upon reasonable conditions which tend to further the Purpose of this Easement and ensure appropriate protection of the Property's Conservation Values. The consent of the Grantee obtained in one circumstance shall not be deemed or construed to be a waiver by Grantee for any subsequent activities by Grantor under this paragraph.

7.3 Grantee's Reliance on Grantor-Provided Data. In order to properly monitor the condition of the Property and to evaluate Approval Requests, Grantee intends to rely upon information, including forest inventory data detailing species, size classes and other measurements provided from time to time by Grantor (the "Data"). Grantor agrees timely to provide Data reasonably requested by Grantee, to the standard of accuracy and completeness specified in Exhibit D. Any willful or negligent omission or willful or negligent misrepresentation of Data requested and relevant to Grantee's obligation to monitor the condition of the Property and/or to evaluate Approval Requests shall be considered a violation of this Easement, subject to the remediation provisions of paragraphs 7.4 and 8.

7.4. Mediation. If a dispute arises between the parties concerning the consistency of any proposed use or activity with the terms of this Easement that they cannot resolve through unassisted consultation between themselves, and Grantor agrees not to proceed with, or shall discontinue, the use or activity pending resolution of the dispute, either party may refer the dispute to mediation by request made in writing upon the other. Within ten (10) days of the receipt of such a request, the parties shall select a single trained and impartial mediator, who is experienced in the subject matter of the dispute. If the parties are unable to agree on the selection of a single mediator, then the parties shall, within fifteen (15) days of receipt of the initial request, jointly apply to a proper court for the appointment of a trained and

impartial mediator who is experienced in the subject matter of the dispute. Mediation shall then proceed in accordance with the following guidelines:

(a) Purpose. The purpose of the mediation is to: (i) promote discussion between the parties; (ii) assist the parties to develop and exchange pertinent information concerning the issues in dispute; and (iii) assist the parties to develop proposals which enable them to arrive at a mutually acceptable resolution of the controversy. The mediation is not intended to result in any express or *de facto* modification or amendment of the terms, conditions or restrictions of this Easement.

(b) Participation. The mediator may meet with the parties and their counsel jointly or *ex parte*. The parties agree that they will participate in the mediation process in good faith and expeditiously, attending all sessions scheduled by the mediator. Representatives of both parties with settlement authority will attend mediation sessions as requested by the mediator.

(c) Confidentiality. All information presented to the mediator shall be deemed confidential and shall be disclosed by the mediator only with the consent of the parties or their respective counsel. The mediator shall not be subject to subpoena by any party. No statements made or documents prepared for mediation sessions shall be disclosed in any subsequent proceeding or construed as an admission of a party.

(d) Time Period. Neither party shall be obligated to continue the mediation process beyond a period of ninety (90) days from the date of receipt of the initial request or if the mediator concludes that there is no reasonable likelihood that continuing mediation will result in a mutually agreeable resolution of the dispute.

(e) Costs. The costs of the mediator shall be borne equally by Grantor and Grantee; the parties shall bear their own expenses, including attorney's fees, individually.

8. Grantee's Remedies.

(a) Notice of Violation; Corrective Action. If Grantee determines that Grantor or any occupant of the Property is conducting or allowing a use, activity, or condition on the Property which is prohibited by the terms of this Easement, or that a violation of the terms of this Easement is threatened, Grantee shall give written notice to Grantor of such violation or threatened violation and demand corrective action sufficient to cure the violation or terminate the threat. Where the violation involves injury to the Property, Grantor agrees to restore the portion of the Property so injured.

(b) Injunctive Relief. If Grantor fails to cure the violation within thirty (30) days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within said period, fails to begin curing such violation within said period, and/or fails to continue diligently to cure such violation until finally cured, Grantee may enter upon the Property and cure the violation, or bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, and to require the restoration of the Property to the condition that existed prior to injury, pursuant to California Civil Code section 815.7.

(c) Damages. Grantee will be entitled to recover any damages for violation of the terms of this Easement, or injury to any Conservation Values protected by this Easement. Without limiting Grantor's liability therefor, Grantee may apply any damages recovered to the cost of undertaking any corrective action on the Property.

(d) Emergency Enforcement. If Grantee, in its reasonable discretion, determines that circumstances of a violation or threat of a violation of the terms of this Easement require immediate action to prevent or mitigate significant damage to the Conservation Values of the Property, Grantee may (i) pursue its remedies under this paragraph 8 after making reasonable efforts to inform Grantor of its intentions in advance and without waiting for the period provided for cure to expire; and (ii) enter upon the Property for the purpose of assessing damage or threat to the Conservation Values thereon and determining the nature of curative or mitigation actions that should be taken.

(e) Scope of Relief. Grantee's rights under this paragraph apply equally in the event of either actual or threatened violations of the terms, conditions of this Easement. Grantor and Grantee expressly agree that the Property, by virtue of its protected features, is unique and that a violation of this Easement, and any ensuing harm or alteration of the Property, will result in damages that are irreparable and not subject to quantification. Accordingly, Grantor agrees that Grantee's remedies at law for any violation of the terms of this Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this section shall be cumulative and shall be in addition to all remedies now or hereinafter existing at law or in equity.

(f) Liquidated Damages. Inasmuch as the actual damages to the Conservation Values of the Property which could result from a breach of this Easement by Grantor would be impractical or extremely difficult to measure, the parties agree that the money damages Grantee is entitled to recover shall be the following:

- i) With respect of the construction of any improvement prohibited by this Easement, that is not subsequently removed and the Property restored to its previous condition within a reasonable amount of time specified by Grantee, then damages shall be an amount equal to the greater of (A) the actual cost of such improvement, or (B) the increase in the fair market value of the Property (or constituent parcel of the Property or any other real property owned by Grantor) attributable to such improvement; and
- ii) With respect of any use or activity prohibited by this Easement, whether or not involving the construction or maintenance of an improvement, an amount equal to any economic gain realized by the Grantor and/or any other party, commencing from the date of breach; provided, however, that if timber is harvested in violation of the terms of this Easement, the amount determined under this subparagraph (ii) shall be equal to three (3) times the greater of (A) the actual sales price realized upon disposition of such harvested

timber, computed on a stumpage price basis, or (B) the current market price of such harvested timber as of the date of breach, computed on a stumpage price basis; and

iii) Any other damages allowable under California Civil Code section 815.7, specifically including, without limitation, restoration of lost or damaged Conservation Values, and recovery of attorneys fees and other costs, consistent with sub-section 8.1 below.

8.1 Costs of Enforcement. Any reasonable costs incurred by Grantee in enforcing the terms of this Easement against Grantor, including, without limitation, costs and expenses of suit and reasonable attorney's fees, and any costs of restoration necessitated by Grantor's violation of the terms of this Easement shall be borne by the Grantor; provided, however, that if Grantor ultimately prevails in any judicial enforcement action initiated by Grantee, Grantee shall bear its own costs.

8.2 Grantee's Discretion. Enforcement of the terms of this Easement shall be at the discretion of the Grantee, and any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee for any reason whatsoever in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver or estoppel of its rights to do so at a later time.

8.3 Waiver of Certain Defenses. Grantor hereby waives any defense of laches, estoppel or prescription with regard to the enforcement of the terms of this Easement.

8.4 Acts Beyond the Grantor's Control. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury or damage in the Property resulting from causes beyond Grantor's control, including without limitation, action by a trespasser upon the Property or by persons on the Property pursuant to the rights granted under paragraph 4(b) above and paragraph 10 below; or action by third parties holding rights of record (such as owners of severed mineral estates and easement holders) with priority over this Easement when exercising such rights in accordance with the instruments establishing such rights; or government action, fire, flood, storm, naturally occurring earth movement and other similar natural events, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

(a) Third Party Trespass. In the event any term of this Easement is violated by the act of a trespasser and Grantor is made aware of such trespass or Easement violation, Grantor shall provide notice to Grantee of such trespass and shall consult with Grantee as to whether Grantor,

Grantee or both should take action in response to such trespass, what restoration actions may be necessary and appropriate to cure any injury to the Property resulting from the trespass, and how any damages recovered from the trespasser should be applied to the cost of undertaking any corrective action on the Property. Grantor acknowledges and agrees that the Easement is a real property interest held by Grantee and that a trespasser's violation of the terms of the Easement gives rise to an independent right in Grantee to seek a remedy for the trespass.

(i) In the event any term of this Easement is violated by the act of a trespasser, and Grantor has not undertaken, and has decided not to undertake, suit itself, Grantor agrees, at Grantee's request, to assign Grantor's right of action to Grantee for the purpose of pursuing enforcement action against the trespasser. Grantee shall be entitled to all remaining damages after payment of (A) costs and expenses of suit and (B) costs in undertaking any corrective action on the Property in the event that it alone pursues an enforcement action against the trespasser pursuant to the terms of this paragraph 8. In the event any term of this Easement is violated by the act of a trespasser, and Grantee has decided not to participate in any action or suit against the trespasser, Grantor shall be entitled to all remaining damages after payment of (A) costs and expenses of suit and (B) costs in undertaking any corrective action on the Property in the event that it alone pursues an enforcement action against the trespasser pursuant to the terms of this paragraph 8.

(ii) In the event any term of this Easement is violated by the act of a trespasser and Grantor and Grantee have decided to jointly take action in response to such trespass, any damages recovered from the trespasser shall first be applied to any expenses reasonably incurred by Grantor and Grantee in connection with undertaking any action against the trespasser and next applied to any costs in undertaking any corrective action on the Property, with the remainder divided between Grantor and Grantee with sixty percent (60%) of the remainder going to the Grantor and forty percent (40%) to Grantee. The terms of this paragraph 8 shall not be construed to supersede the provisions of paragraph 12 and 13 of this Easement.

9. Venue; Consent to Suit. The parties mutually consent to utilize any court of competent jurisdiction for the purposes of identification and selection of a mediator (paragraph 7.4) and for Grantee's rights to enforce this Easement (paragraph 8). With respect to any claims associated with the creation, interpretation, existence, enforceability and/or administration of this Easement, Grantee only consents to suit brought by Grantor in federal court in the Northern District of California or California state court in San Francisco County.

10. Public Access. Grantor shall, subject to the restrictions set forth below, permit the general public limited, controlled, non-motorized, and non-consumptive (i.e., no hunting, fishing, gathering or other removal of resources from the Property) daytime recreational access to the Property, subject to the “Public Access Plan” described below, for hiking, animal riding, bicycle riding, nature viewing and enjoyment; provided, such public access shall not include fires or overnight camping. Grantor in its sole and absolute discretion may allow the general public recreational access to the Property for other recreational purposes, including, without limitation hunting, camping and making campfires, fishing, and gathering rights in a manner that is consistent with the traditional uses of the Property and the terms of this Easement and pursuant to the Public Access Plan described below. For purposes of this Easement, “daytime” is defined as the period between one-half (1/2) hour after sunrise and one-half (1/2) hour before sunset. Notwithstanding the foregoing,

(a) Grantor, in its sole and absolute discretion, may restrict public access to portions of the Property (1) on which timber harvesting or other management operations are planned or underway, (2) during periods of fire or weather danger, (3) during hunting seasons, (4) when such access is inconsistent with any requirement or condition of a government-issued permit, and (5) for any reason that Grantor determines that such access poses an increased risk of personal injury or property damage.

Within one (1) year of the Effective Date, Grantor shall prepare a public access plan (“Public Access Plan”) for Grantor’s implementation of public access pursuant to this paragraph 10 and shall provide a copy to Grantee pursuant to paragraphs 7.1 and 7.2 of this Easement to assure consistency with this paragraph 10. This Public Access Plan will be an addendum to the long-term Forest Management Plan (as described in Part II, Paragraph C, of Exhibit D) prepared by Grantor and will be subsequently reviewed and amended, if necessary, as part of the review cycle of such management plan.

11. Agents. All rights granted to Grantee hereunder may be exercised by its authorized agents.

12. Costs, Legal Requirements and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including, the maintenance of adequate liability insurance coverage. Grantor remains solely responsible for obtaining any applicable governmental permits and approvals for any activity or use by it permitted by this Easement and for undertaking any such activity or use in accordance with all applicable federal, state and local laws, regulations and requirements. Grantor shall keep the Property free from any contractor's liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor, provided, that Grantor may withhold payment of amounts being contested by Grantor in good faith as long as Grantee’s rights under this Easement are not jeopardized. Grantee shall maintain liability insurance coverage for its activities in administration of this Easement.

12.1 Taxes. Grantor shall pay or cause to be paid before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority, including any such taxes imposed upon, or incurred as a result of, this Easement, and shall furnish Grantee with satisfactory evidence of payment upon request.

## 12.2 Environmental Matters.

(a) Hazardous Substance. The term "Hazardous Substance" means (1) any chemical, compound, material, mixture or substance that is now or hereafter defined or listed in, or otherwise classified pursuant to any federal, state or local laws regulations and ordinances, as a "hazardous substance," "hazardous material," "hazardous waste," "extremely hazardous waste," "infectious waste," "toxic substance," "toxic material," "toxic pollutant," "toxic waste," or any other formulation intended to define, list or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, toxicity, reproductive toxicity, or "PE toxicity," (2) any petroleum, natural gas, natural gas liquid, liquefied natural gas, synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas), ash produced by a resource recovery facility utilizing a municipal solid waste stream, and drilling fluids, produced waters, and other wastes associated with the exploration, development or production of crude oil, natural gas, or geothermal sources; and (3) any asbestos-containing material, radioactive material, chemical known to cause cancer or reproductive toxicity, any substance the presence of which is prohibited by federal, state or local statute or regulation, and any substance for which any federal, state or local statute or regulation requires a permit or special handling in its use, collection, storage, treatment or disposal.

(b) Non-Responsibility. Grantee shall have no responsibility whatsoever for the operation of the Property, the monitoring of hazardous conditions thereon, or the protection of Grantor, the public, or any third parties from risks relating to conditions on the Property. Notwithstanding any other provision of this Easement to the contrary, the parties do not intend and this Easement shall not be construed such that (1) it creates in Grantee the obligations or liabilities of an "owner" or "operator" as those words are defined and used in the environmental laws, as defined below, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 United States Code, sections 9601 *et seq.*), or any other applicable law concerning Hazardous Substances (in each case a "Hazardous Substance Law"), including but not limited to the Hazardous Materials Transportation Act (49 United States Code, Section 6901 *et seq.*), the Hazardous Waste Control Law (California Health and Safety Code, Section 25100 *et seq.*), the Hazardous Substance Account Act (California Health and Safety Code Section 25300 *et seq.*); and any other rule, regulation, or promulgation adopted under any of the foregoing; or (2) it creates in Grantee the obligations or liabilities of a person described in 42 United States Code section 9607 (a)(3); or (3) Grantee has the right to investigate and remediate any hazardous substances associated with the Property; or (4) Grantee has any control over Grantor's ability to investigate and remediate any Hazardous Substance associated with the Property. Grantor represents, warrants and covenants to Grantee that Grantor is in compliance, in all material respects, with all applicable environmental laws and that Grantor's use of the Property shall comply, in all material respects, with all environmental laws. The term "environmental laws" includes, without limitation, any federal, state, local, or administrative agency statute, regulation, rule, ordinance, order or requirement relating to environmental conditions or Hazardous Substances.

(c) Indemnification. Grantor agrees to indemnify, defend (with counsel reasonably acceptable to Grantee) and hold Grantee's Indemnified Parties harmless from any claims, administrative actions, judgments, damages, penalties, fines, costs, liabilities (including sums paid in settlement of claims) or loss including reasonable attorney's fees (including investigation, testing and remediation costs) which arise during or after the term of this Easement from or in

connection with the presence or suspected presence of Hazardous Substances in the soil, groundwater, or soil vapor on or under the Property, except to the extent the Hazardous Substances are present as a result of the negligence or willful misconduct of Grantee's Indemnified Parties. Without limiting the generality of the foregoing, the indemnification provided by this paragraph shall specifically cover costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of the presence or suspected presence of Hazardous Substances in the soil, groundwater or soil vapor on or under the Property, unless the Hazardous Substances are present solely as a result of the negligence or willful misconduct of Grantee's Indemnified Parties. Without limiting the generality of the foregoing, the indemnification provided by this paragraph shall also specifically cover costs incurred in connection with: (1) Hazardous Substances present or suspected to be present in the soil, groundwater or soil vapor on or under the Property before the date this Easement is executed; or (2) Hazardous Substances that migrate, flow, percolate, diffuse or in any way move onto or under the Property after this Easement is executed; or (3) Hazardous Substances present on or under the Property as a result of any discharge, dumping, spilling (accidental or otherwise) onto the Property during or after the term of this Easement, by any person, corporation, partnership or entity other than to the extent caused by Grantee's Indemnified Parties.

### 12.3 Hold Harmless.

(a) Grantor shall hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents, attorneys, and contractors and the heirs, personal representatives, successors and assigns of each of them (collectively "Grantee's Indemnified Parties") from and against all liabilities, penalties, losses, expenses, claims, damages, demands, causes of action, judgments or costs, including, without limitation, reasonable attorney's fees, arising from or in any way connected with or incident to (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, except to the extent caused by the negligent or willful actions of any of Grantee's Indemnified Parties, and (2) the obligations specified in paragraph 12.2(b). Grantor shall also hold harmless, indemnify and defend Grantee Indemnified Parties from and against all liabilities, penalties, damages, causes of action, judgment or costs, including reasonable attorneys' fees, arising from claims asserted by third parties with respect to title to the Property (provided, that the indemnification in this sentence shall apply only to the costs of defending against such third party claim and any damages or expenses awarded to the third party claimant, it being understood that Grantor is not indemnifying Grantee under this Paragraph for loss of Grantee's interest in the Property).

(b) Grantee shall hold harmless, indemnify, and defend Grantor and its directors, officers, employees, agents, attorneys, and contractors and the heirs, personal representatives, successors and assigns of each of them (collectively "Grantor's Indemnified Parties") from and against all liabilities, penalties, losses, expenses, claims, damages, demands, causes of action, judgments or costs, including, without limitation, reasonable attorney's fees, arising from or in any way connected with or incident to injury to or the death of any person, or physical damage to any

property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property caused by the negligence or willful misconduct of the Grantee's Indemnified Parties.

12.4 Warranty of Title. Attached hereto as part of the Report is a copy of the Preliminary Title Report issued to the Grantor on November 7, 2014. Grantor represents and warrants to Grantee that it has not placed and has no knowledge of the placement of any mortgages, liens, or any other encumbrances against the Property other than those disclosed as exceptions in this Preliminary Title Report.

13. Extinguishment. If circumstances arise in the future which render the Purpose of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. The amount of the proceeds to which Grantee shall be entitled, after satisfaction of any prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, shall be the fair market value of the Easement at the date of termination as determined in accordance with paragraph 13.1, unless otherwise provided by California law at the time.

13.1 Valuation. This Easement constitutes a real property interest immediately vested in Grantee, which, for purposes of paragraph 13, the Parties stipulate to have a fair market value as determined by an independent appraisal conducted by a State of California Certified General Real Estate Appraiser qualified to appraise conservation easements on forestland selected by mutual consent of the parties. Such appraisal shall utilize the Uniform Standards of Appraisal Practice of the Appraisal Standards Board of the Appraisal Foundation, or successor entity, then current and shall determine the fair market value of the Easement by comparing the fair market value of the Property unencumbered by the Easement (the “before condition”) and the fair market value of the Property encumbered by the Easement (the “after condition”), with the value of the Easement being the difference. Fair market value shall be defined pursuant to the California Code of Civil Procedure Section 1263.320.

13.2 Condemnation. If all or any part of the Property is taken by exercise of the power of eminent domain, or acquired by purchase in lieu of condemnation, whether by public, corporate or other authority, so as to terminate this Easement, in whole or in part, Grantor and Grantee shall act jointly to recover compensation for their respective interests in the Property and Easement, and all direct or incidental damages resulting therefrom, in accordance with applicable law. All expenses reasonably incurred by Grantor and Grantee in connection with the taking or in lieu purchase shall be paid out of the amount recovered. Grantee’s share of the balance of the amount recovered shall be the percentage that the value of this Easement comprises of the value of the Property unencumbered by this Easement, with such values determined at such time as provided in Section 13.1 above. If only a portion of the Property is subject to such exercise of the power of eminent domain, this Easement shall remain in effect as to all other portions of the Property.

14. Amendment. If circumstances arise under which an amendment to or modification of this Easement would be appropriate, Grantor and Grantee may jointly amend this Easement. No amendment shall be allowed that will affect the qualification of this Easement or the status of Grantee under any applicable laws, including Sections 815 et. seq. of the California Civil Code, or Section 170 (h) of the Internal Revenue Code of 1986, as amended; and any amendment shall be consistent with the Purpose of this Easement and shall not affect its perpetual duration. Grantor shall bear Grantee's costs, including, without limitation, staff time and legal fees, for amending the Easement if the amendment is requested by Grantor. Each party shall bear its own costs in connection with any other amendment of this Easement. Any such amendment shall be in writing, shall refer to this Easement by reference to its recordation date, shall be signed by the Grantor and Grantee, and shall be recorded in the Official Records of Modoc County, California.

15. Assignment. This Easement is transferable, but Grantee may assign its rights and obligations under this Easement in whole or in part only to an organization that is qualified at the time of transfer under Section 170 (h) of the Internal Revenue Code of 1986, as amended, and the applicable regulations promulgated thereunder, and authorized to acquire and hold conservation easements under Sections 815 et seq. of the California Civil Code (or any successor provision then applicable) or the laws of the United States, and is primarily engaged in and has demonstrable experience in managing and monitoring conservation easements on productive and working forestland where timber harvesting is a major activity. As a condition of such transfer, Grantee shall require that the Purpose this grant is intended to advance continue to be carried out. Grantee agrees to give written notice to Grantor of an assignment at least fifteen (15) days prior to the date of such assignment and shall consult with Grantor as to the transferee and shall give reasonable consideration to Grantor's views concerning potential qualified successors. The deed or instrument of conveyance effectuating any such transfer or assignment shall be recorded.

15.1. Executory Limitation. If Grantee shall cease to exist or to be a qualified organization to hold conservation easements under Section 170(h) of the Internal Revenue Code of 1986, as amended, or to be authorized to acquire and hold conservation easements under California Civil Code Sections 815. et seq. (or any successor provision then applicable), and a prior assignment is not made pursuant to paragraph 15, then Grantee's rights and obligations under this Easement shall become immediately vested in such organization as a court of competent jurisdiction shall direct pursuant to applicable California law and with due regard to the requirements for an assignment pursuant to paragraph 15.

16. Subsequent Transfers. Grantor agrees to incorporate the terms of this Easement by reference in any deed or other legal instrument by which Grantor divests itself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the transfer of any interest in the Property (other than transfers by eminent domain and sales of timber harvested in accordance with the terms and conditions of this Easement) at least thirty (30) days

prior to the date of such transfer. Grantor shall provide a complete copy of this Easement to its transferee prior to any such transfer. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

17. Estoppel Certificates. Upon request by Grantor, Grantee shall, as soon as possible and not later than thirty (30) days after receipt of such request, execute and deliver to Grantor, or to any party designated by Grantor, any document, including an estoppel certificate, which certifies, to the best of Grantee's knowledge, Grantor's level of compliance with any obligation of Grantor contained in this Easement and/or otherwise evidences the status of this Easement as may be reasonably requested by Grantor. Such documentation shall speak to the condition of the Property as of the Grantee's most recent inspection. If Grantor's request more current documentation, Grantee shall conduct an inspection at Grantor's cost within forty-five (45) days of receipt of Grantor's written request therefor. Grantee may refuse to execute and deliver any such document, including an estoppel certificate, only if Grantor is not in compliance with one or more of Grantor's obligations hereunder.

18. Notices. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and shall be deemed to have been duly given if delivered by hand or sent by mail, postage prepaid, certified or registered mail, return receipt requested, and addressed as follows:

To Grantor:                    Collins Companies  
29100 SW Town Center Loop W  
Suite 300  
Wilsonville, OR 97070

To Grantee:                    The Pacific Forest Trust, Inc.  
1001-A O'Reilly Avenue  
San Francisco, CA 94129  
Attn: Stewardship

Notice of change of address shall be effective only when given in accordance with this paragraph. All notices, demands and other communications made in compliance with this paragraph shall be deemed to have been received on the earlier to occur of the date of delivery or on the third business day after mailing.

19. Recordation. This instrument shall be recorded by Grantee in the Official Records of Modoc County, California. Grantee may re-record this Easement whenever re-recording is required to preserve Grantee's rights in this Easement.

20. General Provisions.

(a) Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of the State of California.

(b) Liberal Construction. In the event of an irreconcilable conflict between different terms and provisions of this Easement, such conflict shall be resolved by liberally construing this Easement to protect the conservation of the natural resources this Easement is intended to protect as described in Paragraph 3 above.

(c) Severability. If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby so long as the Purpose of this Easement can still be carried out.

(d) Entire Agreement. This Easement, including its attached exhibits, which exhibits are incorporated into this Easement by this reference, sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings or agreements relating to the Easement, all of which are merged herein. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment that complies with paragraph 14.

(e) Access to Counsel and Adequacy of Representation: Both Grantor and Grantee acknowledge that at all stages of negotiation, up to and including the execution of this easement, each party has had the opportunity to independently consult with its own legal counsel. By execution of this

agreement, each party acknowledges receipt of adequate legal representation through its own legal counsel in the negotiation and execution of this Easement, and waives all claims and defenses that relate to the lack of enforceability of this Easement due to inadequacy of counsel.

(f) No Forfeiture. Nothing contained herein is intended to result in a forfeiture or reversion of Grantor's fee title in any respect.

(g) Joint Obligation. The obligations imposed by this Easement upon Grantor shall be joint and several.

(h) Successors. Subject to the restrictions on Grantee's assignment of this Easement in paragraph 15 above, the covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective representatives, heirs, successors and assigns, and shall continue as a servitude running in perpetuity with the Property. The terms "Grantor" and "Grantee," wherever used herein, and any pronouns used in place thereof, shall include, respectively, the above-named Grantor and its personal representatives, heirs, successors, assigns, and the above-named Grantee and its successors and assigns.

(i) Termination of Rights and Obligations. A party's rights and obligations under this Easement shall terminate upon the transfer of the party's interest in this Easement or Property, except that rights, obligations, and liability relating to acts or omissions occurring prior to transfer shall survive transfer.

(j) Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

(k) Counterparts. Grantor may execute this instrument in two (2) or more counterparts; each counterpart shall be deemed an original instrument. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

(l) Significance of Recitals and Terms. The Recitals to this Easement are integral and operative provisions of this Easement. In all matters of interpretation, whenever necessary to give effect to

any clause of this Easement, the neuter or gender-specific pronouns include the masculine and feminine, the singular includes the plural, and the plural includes the singular.

(m) Effective Date. The term “Effective Date” as used herein shall mean the date of this Easement’s recordation in the official records of Modoc County.

(n) Representation of Authority of Signatories. Each individual executing this Easement on behalf of Grantor or Grantee represents and warrants to the other party that the execution and delivery of this Easement and all related documents have been duly authorized by the party for which the individual is signing and that the individual has the legal capacity to execute and deliver this Easement and thereby to bind the party for which the individual is signing.

TO HAVE AND TO HOLD unto the Grantee, its successors and assigns forever.

WITNESS the following signatures:

DATED: \_\_\_\_\_ GRANTOR:

COLLINS TIMBER COMPANY, LLC

BY: \_\_\_\_\_

Eric Schooler, President and CEO

DATED: \_\_\_\_\_ GRANTOR:

MODOC TIMBERLANDS, LLC

BY: \_\_\_\_\_

Terry Collins, President

DATED: \_\_\_\_\_ GRANTEE:

THE PACIFIC FOREST TRUST, INC.

B:Y \_\_\_\_\_

Laurie A. Wayburn, President

Schedule of Exhibits:

- A. Legal Description of Property
- B. Map
- C. Index to the Baseline Report
- D. Restrictions
- E. Special Habitat Management Zones