

Appendix B - Full Application Checklist

SNC Reference#: _____

Project Name: Clarks Valley Wildfire Reduction Project

Applicant: Sierra Foothill Conservancy

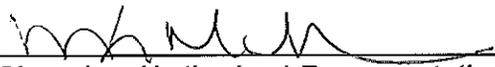
Please mark each box if item is included in the application. Please consult with SNC staff prior to submission if you have any questions about the applicability to your project of any items on the checklist. All applications must include a CD including an electronic file of each checklist item, if applicable. 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.doc, .docx, or .pdf)
2. Table of Contents (EFN: TOC.doc, .docx, or .pdf)
3. Full Application Project Information Form (EFN: SIform.doc, .docx, or .pdf)
4. CCC/Local Conservation Corps Document (EFN: CCC.pdf)
5. Authorization to Apply or Resolution (EFN: authorization.doc, .docx, or .pdf)
6. Narrative Descriptions (EFN: Narrative.doc or .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.doc, 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.xls, .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, .gif)
- c. Additional submission requirements for Fee Title Acquisition applications only N/A
 - 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.


 Signed (Authorized Representative)

2/29/16
 Date

Mary Kate McKenna, Interim Exec. Dir.
 Name and Title (print or type)

Table of Contents

1. Completed Application Checklist
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6. Narrative Descriptions (*EFN: Narrative.doc or .docx*)
Letters of Support
7. Budget
8. Supplementary Documents

Environmental Documentation
NTMP Non Industrial Timber Management Plan (1)
1038K Permits (2)
- b. Maps and Photos
Project Location Map
Parcel Map showing County Assessor's Parcel Number(s)
Topographic Map
Photos of the Project Site
- d.
Land Tenure Document – Conservation Easement Deeds
Site Plan Map

SIERRA NEVADA CONSERVANCY	
PROPOSITION 1 – Watershed Improvement Program Project Information Form	
SNC REFERENCE #	
PROJECT NAME	
APPLICANT NAME (<i>Legal name, address, and zip code</i>)	
AMOUNT OF GRANT REQUEST	
TOTAL PROJECT COST	
PROJECT LOCATION (<i>County with approx. lat/long, center of project area</i>)	
SENATE DISTRICT NUMBER	ASSEMBLY DISTRICT NUMBER
PERSON WITH MANAGEMENT RESPONSIBILITY FOR GRANT CONTRACT	
<i>Name and title:</i>	
<i>Phone:</i>	
<i>Email Address:</i>	
<input type="checkbox"/> Mr.	
<input type="checkbox"/> Ms.	
TRIBAL CONTACT(S) INFORMATION	
<i>Name:</i>	
<i>Phone Number:</i>	
<i>Email address:</i>	
COUNTY ADMINISTRATOR OR PLANNING DIRECTOR CONTACT INFORMATION	
<i>Name:</i>	
<i>Phone Number:</i>	
<i>Email address:</i>	
NEAREST PUBLIC WATER AGENCY CONTACT INFORMATION	
<i>Name:</i>	
<i>Phone Number:</i>	
<i>Email address:</i>	

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:

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



Lauren Hubert <lauren@sierrafoothill.org>

RE: SNC Prop 1 Grant - CCC Consultation

1 message

Prop 1@CCC <Prop1@ccc.ca.gov>

Fri, Feb 26, 2016 at 3:42 PM

To: Lauren Hubert <lauren@sierrafoothill.org>, "Prop 1@CCC" <Prop1@ccc.ca.gov>, "inquiry@prop1communitycorps.org" <inquiry@prop1communitycorps.org>

Hello Lauren.

Ray Garcia, the Conservationist II at our CCC Stockton location has responded to the partnership for your project: Clarks Valley Wildfire Reduction Impact Project. CCC can assist with this project with all hand treatment activities.

Please include this email with your project application as proof that you reached out to the CCC. Feel free to contact Ray Garcia at Ray.Garcia@ccc.ca.gov directly if you have project-specific questions and when your project receives funding.

Thanks,

Nick Martinez

Region II Analyst

California Conservation Corps

Office (916) 341-3157

Nicholas.Martinez@ccc.ca.gov



Added to file on 3/22/2016 (PE)

Added to file on 3/22/2016 (PE)

From: Lauren Hubert [mailto:lauren@sierrafoothill.org]

Sent: Tuesday, February 23, 2016 6:47 PM

To: Prop 1@CCC <Prop1@CCC.CA.GOV>; inquiry@prop1communitycorps.org

Subject: SNC Prop 1 Grant - CCC Consultation

Hello all,

Please find attached our project description and map. I attempted calling today but was unable to leave a voicemail for Nick Martinez or Crystal Muhlenkamp.

Thank you and talk to you soon,

Lauren



Board of Directors Resolution

APPROVING THE APPLICATION FOR GRANT FUNDS FOR THE CLARKS VALLEY WILDFIRE REDUCTION PROJECT GRANT PROGRAM UNDER THE SIERRA NEVADA CONSERVANCY PROP 1 GRANT

The following RESOLUTION was duly passed by the Board of Directors of the Sierra Foothill Conservancy at a regular meeting held on February 24, 2016 by the following vote:

Ayes: 10

Noes: 0

Abstentions: 0

Absent: 3

Signed and approved by:

Lynn Gorman
Lynn Gorman Chair, Board of Directors

WHEREAS, the Legislature and Governor of the State of California have provided Funds for the program shown above; and

WHEREAS, the Sierra Nevada Conservancy (SNC) has been delegated the responsibility for the administration of a portion of these funds through a local assistance grants program, establishing necessary procedures; and

WHEREAS, said procedures established by the Sierra Nevada Conservancy require a resolution certifying the approval of application(s) by the Applicant's governing board before submission of said application(s) to the SNC; and

WHEREAS, the Applicant, if selected, will enter into an agreement with the SNC to carry out the project; and

WHEREAS, the Sierra Foothill Conservancy has identified the Clarks Valley Wildfire Reduction Project as valuable toward meeting its mission and goals.

BE IT HEREBY RESOLVED by the Board of Directors of Sierra Foothill Conservancy that this Board:

- Approves the submittal of an application for the Clarks Valley Wildfire Reduction Project; and
- Certifies that Applicant understands the assurances and certification requirements in the application; and

- Certifies that Applicant or title holder will have sufficient funds to operate and maintain the resource(s) consistent with the long-term benefits described in support of the application; or will secure the resources to do so; and
- Certifies that Applicant will comply with all legal requirements as determined during the application process; and
- Appoints Lauren Hubert or designee, as agent to conduct all negotiations, execute and submit all documents, including but not limited to: applications, agreements, payment requests, and so on, which may be necessary for the completion of the aforementioned project(s).

PASSED AND ADOPTED by Sierra Foothill Conservancy on the 24th day of February 2016

1. Completed Application Checklist

See attached

2. Table of Contents

See inserted

3. Full Project Information Form

See attached

4. California Conservation Corps/Local Conservation Corps

SFC notified state and local corps. Ray Garcia of the California Conservation Corps. in Stockton responded positively and together we have planned CCC participation in the Clarks Valley Wildfire Reduction Project. CCC crew will fall dead, dying or infested trees as well as removes remaining slash, and chipping of slash and tree tops with a crew of approximately a dozen workers. After the LTO's remove larger trees in the first months of the project the CCC crew will enter and follow in their footsteps with 5- sawyers to fall smaller trees left by the LTO's. This will be accomplished in an 8 day spike as outlined in the email from Ray Garcia. Their work is present in the budget and noted in the Budget narrative as well.

See attached CCC Compliance - Email

5. Authorization or Resolution to Apply

SFC Board Resolution

See attached

Documents Required of Nonprofit Applicants

Articles of Incorporation

IRS Letter

Signed Bylaws

See attached

6. Narrative Descriptions

a. Detailed Project

The Clarks Valley Wildfire Reduction Project will occur on Clarks Valley Conservation Easement, an 833 acre mixed conifer and mountain meadow range and timber land property owned and managed by Al and Carliene Anderson, since 1989. Located in Jerseydale, a mountain community in eastern Mariposa County, the property is home to nesting Great Grey Owls, Snow Creek, and critical mountain meadow habitat. The Andersons have worked with Sierra Foothill Conservancy (SFC) since 2003 when they donated a conservation easement on the Clarks Valley ranch to protect the conservation values in perpetuity. In 2007 they added additional land funded by Wildlife Conservation Board. Since then Al Anderson, an exceptional forestland steward, has completed on average \$30,000/year in forest management to maintain forest health and reduce fire hazard.

However in 2013, after a year of drought, Clarks Valley was devastated in the Carsten's Fire and lost 120 acres of critical forest habitat. The fire began on USFS land, which surrounds the

Clarks Valley Wildfire Reduction Project

northern portion of Clarks Valley and consumed over 1,700 acres in 10 days. As a direct result of Al's tremendous long term stewardship, the fire was contained on his land, thus preventing fire from spreading to any other private land and saving the community of Jerseydale. The lack of ladder fuels brought the Carstens Fire to the ground and both USFS and CAL FIRE crews stationed at Clarks Valley have stated that without Al's management, the fire would have proceeded through Jerseydale and beyond.

Post fire Al, SFC, NRCS and Point Blue collaborated to implement erosion control, reforestation, avian and vegetation monitoring . However, the spread of Bark Beetle has since ravaged the property. Over 2013, 2014 and 2015 Al has lost almost half of his forest, mainly Ponderosa Pines to Bark Beetle and the other conifers to drought, creating a new hazard. The goal of the Clarks Valley Wildfire Reduction Project is to address the conifer mortality that has devastated the property and fortify this strategic WUI (Wildland Urban Interface) zone. SFC, Al and his Registered Professional Forester (RPF) have strategically chosen a 175 acre project area in which to remove mature dead standing conifers. This project area expands upon the 350 acres of work (or over 2 million board feet of timber) that Al has removed in the last 3 years. This effort has been funded by Al, NRCS and CAL FIRE including reforestation of 20,000 seedlings planted since 2013. In order to preserve the remaining healthy conifers, protect the young seedlings, fortify the critical buffer between USFS land and our mountain communities, it is crucial to expand the area of work for the Clarks Valley Wildfire Reduction Project. In working with NRCS Al has also taken the opportunity to participate in the Rangeland Watershed Initiative Program (RWI) implemented by Point Blue. This program has occurred on Al's land for the last 2 years and has accumulated pre project data on vegetation avian species. Continuation of RWI will monitor post fuels modification to provide data on the impacts of fuels management work.

The project will greatly benefit the public by continuing to provide this critical buffer between private and public land, protecting water quality of the Snow Creek, Chowchilla River and Merced River watersheds, reducing canopy and transpiration to provide greater snow collection and increase ground water absorption. Additionally, this project provides for the restoration of important ecosystems, including meadow and endangered Great Grey Owl habitat as well as implementing the goals of the State Water Action Plan by managing the headwaters of two watersheds for multiple benefits, such as enhanced streamflow.

The management and conservation of forest and watersheds are key to our local Yosemite Mariposa IRWMP goals and also aligns with the Mariposa County General Plan, Goal 11-4: conserve and enhance ecosystems, protect and mitigate impacts on nesting areas and critical habitat, like that of the Great Grey Owl found on the property. The Clarks Valley Wildfire Reduction Project meets multiple SNC and WIP goals; protecting and restoring the regions cultural, historical and living resources and working landscapes, as well as reducing the risk of wildfire while protecting air and water quality. This project has already provided at least seven (7) seasonal jobs and is continuing to assist the regional economy.

The Clarks Valley Wildfire Reduction Project will contribute to the next phase of recovery from the Carsten's Fire and build upon CAL FIRE, NRCS and Point Blue efforts. In 2016, continued beetle mortality is evident. SNC's investment in this 175 acre project will remove dead, dying, and infested timber in order to achieve fire hazard reduction, protect USFS land and the Town of Jerseydale, increase water quality and enhance streamflow, snowpack and the regional economy.

b. Workplan and Schedule Narrative

DETAILED PROJECT DELIVERABLES	TIMELINE
Record Final Grant Agreement	July 1, 2016
Pre Project Site Visit and Documentation	July 15, 2016
Schedule Contractors and Finalize Contracts	July 30, 2016
Habitat Tree Assessment	August 2016
Contractor Mobilization	September 1, 2016
Harvest dead, dying, insect-infested trees	September – December 30, 2016
Log Disposal	August – December 2016
Slash Disposal Chip and Haul Method	September – December 2016
Slash Disposal Burning Method	November 15, 2016 – end of Burn Season
Implementation Site Visit	October 2016
6 month progress report	December 2016
Work can be done if in Drought	January – February 1, 2017
Point Blue NRCS Avian & Veg Monitoring	May – June 2017
Educational Tour	May – June 2017
Contractor Mobilization	September 2017
Harvest dead, dying, insect-infested trees	September – December 2017
Log Disposal	September – December 2017
Slash Disposal Chip and Haul Method	September – December 2017
Point Blue NRCS Avian & Veg Monitoring	September- December 2017
Implementation Site Visit	October 2017
Slash Disposal Burn Method	November 2016 - January 1, 2018
Post Implementation Site Visit	January 2018
Final Progress Report	January 2018

The Clarks Valley Wildfire Reduction Plan ongoing since 2013 has been meticulously implemented by landowner Al Anderson. For this phase of the project, a 175 acre area has been delineated and a company of licensed timber operators along with their respective crews and equipment will systematically remove dead and dying conifers. Specific practices of the project are to: assess habitat trees (specifically nesting for Great grey owls) with RPF, Point Blue and landowner, those trees that meet the requirements for both habitat and infestation will remain, harvest dead, dying, and insect-infested trees; treat resultant slash through biomass chipping or piling for burning; deliver logs to Mariposa County deck locations for disposal; burn any slash piles/log decks for disposal. Work performed by RETS Timber, Inc. a timber harvest contractor, will include the falling, skidding, loading and trucking of the timber, slash would be chipped and shipped and any and all slash that wasn't chipped would be raked, piled and either chipped or burned. Manpower and equipment to accomplish this includes approximately: 2 timber fallers; 2 skidders; 1 loader; 1 water truck; 1 landing man; 1 portable chipper; and necessary log trucks. A Registered Professional Forester shall provide consultation during the process. A Licensed Timber Operator shall perform the tree removal work.

SFC will monitor the 175 acre area to ensure compliance with scope of work, permits and to collect data for performance measures. CAL FIRE and NRCS will monitor their respective areas, and Point Blue Conservation Science will conduct twice yearly avian and vegetative surveys on the entire property. All of the data will be analyzed by SFC and the landowner to understand the pre- and post- project implementation effects on wildlife, natural resources will inform the ongoing management of Clarks Valley. This information will be shared in the Final Grant Report.

SFC has planned two educational field trips per year as part of our regional Hike and Classes Program for 2016-2017. Public participants will be lead by SFC to the project site in order to visually demonstrate and educate on the importance of forest management and collaboration for public benefit.

Due to current lumber values and readily available log supplies within the region, it is anticipated that harvested trees will not have any positive economic value or purchaser destinations in 2016. Thus grant funding is crucial to the completion of The Clarks Valley Wildfire Reduction Project.

SFC is familiar with SNC grant reporting and will be in charge of completing and submitting all progress reports and grant invoices, with input and assistance from the landowner and partners.

c. Restrictions, Technical/Environmental Documents and Agreements Narrative

The Clarks Valley Wildfire Reduction Project will take place on the Clarks Valley Conservation Easement. SFC, a regional non-profit land trust holds the conservation easement on this 813 acre private property. In 2003, landowner Mr. and Mrs. Anderson donated a conservation easement on a 733 acre portion of his property and in 2007 SFC received funding to purchase a conservation easement on the remainder of the property, with funding from the Wildlife Conservation Board. Collectively these two conservation easement deeds restrict the uses of the property to timber, ranching, recreation and education. Development rights, subdivision, commercial/industrial uses (besides timber and ranching activities) are prohibited. Hence the property and project will be conserved in perpetuity. Additionally SFC's annual monitoring of the Conservation Easement and compliance with these uses will ensure that the work completed through NRCS, SNC and other funds is consistent with the Non Industrial Timber Management Plan. Therefore there are no restrictions or agreements that will or could affect an SNC Grant.

Regulatory Requirements/Permits:

Permits in place: NTMP #4-04-NTMP-001/MAR has been approved for Clarks Valley since June 1, 2004. The Nonindustrial Timber Management Plan does not expire and guides the management of the property into the future. A Notice of Emergency Timber Operations facilitated timber operations to address insect mortality in 2015 through April 26, 2016. A Drought Mortality Exemption was submitted on February 25, 2016 to facilitate timber operations to address insect mortality through February, 2017. If necessary an extension or a new 1038 K can be requested at any time to ensure that all work is completed under grant agreement timeline.

d. Organizational Capacity Narrative:

This grant will be administered by Sierra Foothill Conservancy (SFC), a 501(c)3 regional land trust. Established in 1996, SFC has protected more than 26,000 acres of land in the Central

Clarks Valley Wildfire Reduction Project

Sierra. SFC staff is experienced in grant management, and manages a \$700,000 annual budget, which includes multiple state, federal, and private grants. SFC has been awarded multiple grants, ranging from \$1,000 to more than one million. Funded grants have been for SFC's education, stewardship and conservation projects as well as organizational capacity building. Currently SFC is in the process of implementing a \$900,000 meadow restoration project. With 50% of funding from CDFW, 40% from Natural Resources Agency and the remainder from American Rivers and private foundations. SFC has received multiple project grants from Sierra Nevada Conservancy (SNC) all of which have been implemented successfully. SFC has implemented and participated in numerous vegetation management projects including the current SNC funded Stockton Creek Vegetation Management Project.

Bridget Fithian, Executive Director has been with SFC for eight years and has extensive grant management experience. She has worked closely with conservation easement landowner Al Anderson, in her many years here. She will be the landowner's main contact and will manage the relationship between the landowner, SFC and SNC.

Gary Miltimore, Stewardship Manager and past North Bay Conservation Corps. Director of Natural Resource was also a former board member of Fire Safe Marin. He has over a decade of on the ground project implementation experience, specifically in fuels reduction, trail work and vegetation management, and he will share the lead on this project. Gary already performs SFC's annual conservation easement monitoring, so he is familiar with the Clarks Valley Conservation Easement and its conservation values. He will oversee monitoring of the project as well as development of progress reports.

Lauren Hubert Conservation Project Manager for SFC, has spent the last two years, managing two restoration grants, a \$900,000 grant funded meadow restoration as well as \$139,000 vegetation management grant from SNC. Lauren will be tracking timeline, budget and implementation of the project. Additionally she will write progress reports, assist in outreach and education events and facilitate the partnership relationships with Point Blue Conservation Science and NRCS (Natural Resources Conservation Service).

SFC's Program Assistant will be implementing the education and outreach, whether it is events, social media, articles or materials. This position will also conduct monitoring and assist in writing progress reports as well as documenting site activity through regular visits and monitoring in order to assess project success and site condition.

The project will be completed on SFC's Clarks Valley Conservation Easement, established in 2007 by landowner Al Anderson., with a combination of public and private investment. Al Anderson is a dedicated and innovative steward of his land, and has spent an average of \$30,000/year of his own funds over the past 24 years to manage, restore and protect his forest. In the last three years extreme drought conditions have increased this figure to over \$300,000/year, leveraged by funding from CFIP contracts NRCS EQIP contracts. RETS Timber, Inc. a timber harvest contractor will include the falling, skidding, loading and trucking of the timber, chipping and shipping of slash as well as piling and burning of leftover slash. Al Anderson has worked with RETS Timber, Inc. for many years on the Clarks Valley Conservation Easement. As a result, the company is familiar with the land, the devastation and with the property's Nonindustrial Timber Management Plan.

The Clarks Valley Wildfire Reduction Project will be leveraged by cost share contracts from Natural Resources Conservation Service Environmental Quality Incentives Program, CAL FIRE CFIP and in-kind contributions from Point Blue on pre- and post- avian and vegetative monitoring.

e. Cooperation and Community Support Narrative

The Clarks Valley Wildfire Reduction Project will build upon the investments that local, State, private and Federal entities have made in this critical landscape. Through competitive programs Cal Fire, the Wildlife Conservation Board, Point Blue Conservation Science and Natural Resource Conservation Service, have all selected Clarks Valley for support, made monetary and inkind investments and are supportive if this next phase of recovery.

The project also helps to implement the goals of planning efforts of State, local government and private sector entities including the following: 1) Support of the Mariposa County General Plan goals: 10.1.01 Preserve Agricultural Lands; 11-4: Conserve and enhance the ecosystems: protecting and mitigating the impacts on significant and sensitive habitat including wildlife migration corridors; breeding and nesting areas; known occurrences of special status species, and; significant and sensitive plan communities; 11-2c: Preserve the existing or potential sources of sustainable water supply. 2) Meet the goals of the Mariposa-Yosemite IRWMP to manage and conserve forest, watershed, and range lands for enhancement of water supply. Meadow preservation & restoration is specifically identified in the Mariposa-Yosemite IRWMP 3) California Department of Fish & Wildlife (DFW) conducted Great Grey Owl surveys on the Anderson's Clarks Valley property in the early 2000's and has identified Clark's Valley and the Jerseydale Meadow complex, which is still intact in large ranches, as an area to submit for a new CAPP (Conceptual Area Protection Plan). 4) The project is supported by and implements the Central Sierra Partnership goal to enhance management practices in the Central Sierra by reducing catastrophic wildfire. 5) Yosemite Area Audubon Society conducts tours on the property and supports prevention of loss and restoration of the owl habitat which this project provides. 6) Mariposa County Supervisor Rosemarie Smallcomb who represents the district in which the project resides supports the project and has provided a letter of support. In discussion with Ms. Smallcomb we intent to build additional phases of the project and seek to engage additional landowners. 7) The project supports the Mariposa Biomass Project goals which has provided a letter of support and will be developing additional projects with Sierra Foothill Conservancy. 8) The property has been selected for enrollment in Point Blue Conservation Sciences' Rangeland Watershed Initiative for the last two years and will continue to be enrolled for the next several years. This program selected properties with high conservation values to monitor and provide management guidance informed by the monitoring findings. We have this unique advantage to compare pre and post project monitoring conducted by Point Blue biologists at no cost to the SNC grant.

Clarks Valley is already conserved in perpetuity by SFC's conservation easement, so the SNC can be assured that their investment will be lasting and protected.

Letters of Support submitted with our application include:

Mariposa County Supervisor Rosemarie Smallcomb

Mariposa Biomass Project CEO Jay Johnson

Gaia Foundation President Gary Morris

Central Sierra Partnership Coordinator Sahara Saude-Bigelow

See attached

f. Tribal Consultation Narrative

The CALFIRE Tribal Contact List for Mariposa County has been periodically contacted in association with Timber Operations and CFIP projects on the Clarks Valley property. The contacts have not expressed any concerns with ground disturbing practices. If awarded this grant, the CALFIRE Tribal Contact List for Mariposa County shall be sent written notification with maps and the request to provide information and comments.

g. Long-Term Management and Sustainability Narrative

Al Anderson completed a Nonindustrial Timber Management Plan with a Registered Professional Forester for the 733 acre portion of his property, APN 009-190-004. This NTMP was approved by the California Department of Forestry and Fire Protection in 2004. This document provides guidance on the harvesting, growth, regeneration and management of conifers. NTMP's are specific to private properties and guide landowners like Al, who are not commercial operators, as well as enable them to manage these mature forestlands. The NTMP dictates spacing of trees, age for harvesting and the state accepted standards for height, DBH and other details for harvest or removal.

In addition to the NTMP, which focuses on commercial size timber, Mr. Anderson in his time with NRCS and Point Blue Conservation Science has developed diversified Conservation Plans that guide the management of multiple resources. For instance, reforestation, burn restoration, vegetation and grazing management, control of invasive species and erosion.

Collectively these plans combine to ensure that all management activities that occur on Clarks Valley will be completed with overall conservation value in mind as well as in compliance with environmental law. Mr. Anderson has spent the last 24 years routinely managing his forestland and the last three years implementing the Clarks Valley Wildfire Reduction Project. As a landowner, Mr. Anderson and SFC as the Conservation Easement Holder, plan to continue to ensure that this stewardship continues in perpetuity guided by these plan and by SFC. As the Conservation Easement Holder SFC has the responsibility of monitoring Clarks Valley in perpetuity. We invite the SNC to join us on these annual monitoring visits to fulfill the request for access of 25 years. In this way the SNC will not only have the ability to monitor its investment but to explore the property and view the projects positive impact over time.

h. Performance Measures

Acres of Land Improved or Restored

175 acre project area

SNC will fund 175 acres of dead conifer removal, in doing so this will protect the 350 acres of work already completed, the 28,000 seedlings planted as well as future work which includes additional planting, thinning, and habitat enhancement. The table below outlines those purposes specifically related to plans with ratings. However there are benefits that are more broadly related to state and local plans, like prevention of catastrophic fire through forest management to enhance water quality and quantity and forest management for productivity health and vigor. These are goals in our local Yosemite Mariposa IRWM as well the CA State Water Action Plan and in turn support SNC's and SNC's WIP goals.

Clarks Valley Wildfire Reduction Project

SFC and Point Blue along with a Registered Professional Forester will be monitoring the site and measuring for acres, number and type of dead, dying or infested trees removed. This data collection will be provided to SNC in our progress reports.

Acres treated	Site importance or priority rating	Source of prioritization or importance rating	Purpose
175	Very High rating	CAL FIRE Fire Hazard Severity Zone Map	Fire Hazard Reduction
175	Great grey owl nesting and forage habitat	California Wildlife Habitat Relationships System	Habitat protection

*Number and Type of Jobs Created

Total of 14,480 hours of full time work for temporary workers.

RETS Timber Inc. will maintain meticulous records of all personnel hired, hours worked, and type of work directly related to the Clarks Valley Wildfire Reduction Project. At this point we have estimated that there will be approximately 13 temporary jobs created in the course of implementing the Clarks Valley Wildfire Reduction Project.

Below is a list of the estimated number of workers (not including CCC). The positions listed below will last for 13 week in 2016 and again for 13 weeks in 2017 (for a total of 26 weeks), each of these positions will be full time or 40 hours a week. This will create 13,520 man hours total or 1,040 hours per position for the life of the grant agreement.

- 1 manager RETS Timber Inc.
- 2 timber fallers
- 2 skidders
- 1 loader
- 1 water truck driver
- 1 landing man
- 1 portable chipper;
- 2 logging trucks.
- 1 RPF
- 1 Licensed Timber Operator

In regards to the CCC hours, their work will temporarily employ a crew of 12. The CCC will perform work in their traditional spike week style, 10hr/4day week for two weeks, or 80 hours of work. This results in 960 total man hours or 80 hours per crew member.

12 CCC Crew

*Number and Value of New, Improved or Preserved Economic Activities

The Clarks Valley Wildfire Reduction Project will preserve two of Mariposa County's most critical economic activities, beef and timber. The project will prevent catastrophic fire from burning the meadow and grassland understory at a temperature that is unhealthy and could cause the soil to burn. The property is currently grazed by beef cattle and the landowner receives about \$3,000 of revenue annually from a leasee. The leasee for instance if running 30 AUM's, could produce 30 calves annually and at market these could bring anywhere from \$600-\$800 a head. Through this project the grassland and meadow are protected from fire and the utilization of the property for beef is estimated to bring \$18,000 to \$24,000 annually.

In regards to timber operations, the Clarks Valley Wildfire Reduction Project will protect the thousands of seedlings Al Anderson has planted over the last 3 years. Currently there are 28,000 seedlings and after performing thinning dictated by the Nonindustrial Timber Harvest Plan, we estimated that by the time these tree reach mature harvestable size there will approximately 10,000. The value of these 10,000 trees in a normal market is approximately 3.6 million for what we estimate to be 8 million board feet of timber.

Hence protecting those seedlings along with remaining healthy conifers can preserve the timber activities on the Clarks Valley Conservation Easement, in turn supporting the landowner's management and the local economy.

*Number of People Reached

The project will reach approximately 12,000 people.

SFC will publish three articles announcing the project's success with SNC Prop 1 funding *Mariposa Gazette* (which circulates papers ~ 5,000), *Sierra Sun Times* (circulation~ 2,500) and in our newsletter *The Foothill Advocate* which is distributed to our entire membership of over 1,100 members. We will promote the project on social media including our Facebook Page (2,000 followers) Website (circulation ~1300). Tours and guided hikes of Clark's Valley are conducted twice a year reaching 35-50 people annually. SFC will report the number and make-up of attendees tours related to the Clark's Valley Wildfire Reduction Project. We also hope to complete a follow up segment with Amy Quinton & Capitol Public Radio to our 2015 segment on the Pine Bark Beetle devastation at Clark's Valley which would reach a very wide Northern California listenership.

SFC will track these numbers based on statistics from number of people reached in each of these various platforms for outreach. At our six month progress report these figures will be collected by the education outreach and administrative staff through our data management system and though numbers tracked by Facebook.

*Resources Leveraged for the Sierra Nevada

Total funds leveraged: \$198,855

SFC and Al Anderson have worked collaboratively to leverage his conservation in stewardship efforts since the recording of the Clarks Valley Conservation Easement in 2003. Over the years SFC has introduced Al to NRCS, RCD and most recently the NRCS Point Blue Rangeland Watershed Initiative Program. Al has taken the initiative work with CAL FIRE on

Clarks Valley Wildfire Reduction Project

multiple CFIP projects and in the last three years has ramped up his involvement with both agencies.

Matching Fund Sources	Description	Amount
NRCS	EQIP Contract	\$23,602
Landowner Al Anderson	EQIP Cost Share	\$23,602
Landowner Al Anderson	Individual Contribution	\$20,000
CAL FIRE	CFIP Contract	\$77,111
Landowner Al Anderson	CFIP Cost Share	\$34,000
Point Blue Conservation Science	In Kind	\$18,540
TOTAL		\$196,855

The matching funds from NRCS and CAL FIRE will be tracked by Al and by the respective agencies. Additionally Al will track his own financial contributions in match and report on these and his matches to SFC at the time of our progress reports to SNC. Point Blue will track it's in kind hours as related to the project and at the request of SFC will submit them for our use in tracking of leveraged funds. SFC will collect these figures and the work accomplished and share progress and the project develops and moves through implementation.

Additionally SFC through its database management system will track all volunteer hours related to the project, mostly likely these will pertain to the educational tours as well as outreach efforts. These hour will be reported upon in progress reports to SNC as well.

Reporting: Please provide the following information to SNC:

- a. **Funds from other sources – Provide a table of funds directly contributed toward the project, not including SNC grant money. Each source should be identified separately.**

Matching Fund Sources	Description	Amount
NRCS	EQIP Contract	\$23,602
Landowner Al Anderson	EQIP Cost Share	\$23,602
Landowner Al Anderson	Individual Contribution	\$20,000
CAL FIRE	CFIP Contract	\$77,111
Landowner Al Anderson	CFIP Cost Share	\$34,000
Point Blue Conservation Science	In Kind	\$18,540
TOTAL		\$196,855

- b. **Volunteer Hours – Provide information about number of volunteers and hours worked.**

During our educational tours of the project site as part of our Hikes and Classes program, SFC will also have two volunteers that contribute to the event development, photograph the site for materials and public relations preparation as well as assist the tours on the property. We estimate approximately 40 hours of volunteer time over the course of the project timeline.

c. Major In-kind Contributions – Provide information on any major in-kind contributions, including a description, an estimate of the value, and an explanation of how you calculated the value.

Point Blue Conservation Science began their partnership with NRCS in 2012. Point Blue provides selected NRCS field offices with Partner Biologists that work collaboratively with NRCS participants in building comprehensive conservation plans and providing critical data, via bi-annual monitoring visits. In our prior experience working with Point Blue and utilizing them as a partner in several of our funded grants, including those from CDFW and DOC, \$18,540 is a portion of an individual partner biologists annual time in the field and in the office to work at a comprehensive planning and monitoring level with partnering landowners.

Al Anderson has over the past 24 years funded his own forest management on an average of \$30,000/year. That was until drought, fire and beetle devastated his property. He has invested almost \$300,000/year over the past three (3) years to systematically manage and confront this emergency. However, The Anderson's need further support and partner collaborations to continue the dedicated stewardship, recovery and restoration effort that serves our community, watershed and natural habitat. With the combination of the match funders above and SNC funds, Mr. Anderson still expects to personally contribute \$20,000 to the SNC portion of the Clarks Valley Wildfire Reduction Project.

7. Budget Narrative

SECTION ONE

DIRECT COSTS

Project Management Costs

Executive Director (\$3,040). The Executive Director will act as the primary Landowner liaison for project management. We anticipate 40 hours of time at a rate of \$76 per hour.

Conservation Project Manager (\$1,520). The Conservation Project Manager will directly work with the Landowner on project management as it relates to the grant and its reporting requirements. We anticipate 20 hours of time at a rate of \$38 per hour.

Program Assistant (\$1,600). The Program Assistant will be the clerical and operational assistant to the above listed staff for project management, implementation and reporting.

Travel (\$97.20). The project site is a 30 mile round trip from the Sierra Foothill Conservancy Mariposa Office. Charging the IRS 2016 standard mileage rate of .54 per mile with the estimate of sic (6) trips (180 miles total) for staff to perform the above listed roles.

Site Restoration Work Costs

RETS Timber, Inc. (\$328,125). Work performed by RETS Timber, Inc. a timber harvest contractor will include the falling, skidding, loading and trucking of the timber, slash would be chipped and shipped and any and all slash that wasn't chipped would be raked, piled and either chipped or burnt as outlined in the Work Plan.

Clarks Valley Wildfire Reduction Project

California Conservation Corps. (\$23,676). CCC from the Stockton satellite office lead by Ray Garcia will bring in a crew of approximately a dozen members for an 8 day spike rotation. This includes \$19,200 in wages, \$1,200 in food \$400 in travel and \$1,676 in overtime with additional fee of \$1,200 for a chipper.

SECTION TWO PARTIAL INDIRECT COSTS

Monitoring

Stewardship Manager(\$1,280). The Stewardship Manager will train the Program Assistant to monitor the site. We anticipate 32 hours of time at a rate of \$40 per hour.

Program Assistant (\$1,440). The Program Assistant will perform monitoring and issue reports as indicated in the Work Plan. We plan to monitor the site during each Phase before, during and after implementation. We anticipate 72 hours of time at a rate of \$20 per hour.

Travel (\$97.20). The project site is a 30 mile round trip from the Sierra Foothill Conservancy Mariposa Office. Charging the IRS 2016 standard mileage rate of .54 per mile with the estimate of six (6) trips (180 miles total) for staff to perform the above listed roles.

Publications, printing, Public Relations

Newsletter, ENewsletter, Registration Database, Flyers (\$1,000). To provide to the public educational information about the project, its goals and expected outcomes we plan to include articles related to this project in our quarterly Newsletter the *Foothill Advocate* twice in the project period, as well as four (4) times throughout the project period in our E-Newsletter. The Registration Database will be used for participant registration to the hikes of the property to education the community about the project and its goals and expected outcomes. This also allocates funds for an information flyer to be used at our general Organization events about the project and its goals and expected outcomes.

Program Assistant (\$640). The Program Assistant will be responsible for planning up to four (4) hikes during the project period for participants to tour the site during different phases of the operations. The last hike planned is expected to take place near the end of the project period to help the community understand the impact of the project. The Program Assistant will also be responsible for designing the materials and articles for Publication and Public Relations. We anticipate 32 hours of time at a rate of \$20 per hour.

Travel (\$32.40). The project site is a 30 mile round trip from the Sierra Foothill Conservancy Mariposa Office. Charging the IRS 2016 standard mileage rate of .54 per mile with the estimate of four (4) trips (60 miles total) for staff to perform the above listed roles.

Reporting, Perf Measures, Invoice Billings

Operations and Finance Director (\$1,296). The Operations and Finance Director is responsible for overall operations and grant management for this grant and project. We anticipate 24 hours of time at a rate of \$54 per hour.

Clarks Valley Wildfire Reduction Project

Bookkeeper (\$816). The Bookkeeper will be responsible for direct invoicing and billing for the grant and project. We anticipate 24 hours of time at a rate of \$34 per hour.

SECTION THREE

Administrative Costs

Overhead and Support Costs (\$51,153.57)

This allocation covers all shared expenses by the Organization as it relates to operational function and Organization capacity to develop and implement programs. These expenses include insurance, dues, rents and building maintenance costs, utilities, office supplies and professional fees required for federal, state and local compliance.

SECTION FOUR

Other Project Contributions

Natural Resources Conservation Service EQIP (\$23,602)

NRCS EQIP Landowner Cost Share (\$23,602)

Landowner Individual Contribution (\$20,000)

CAL FIRE CFIP (\$77,111)

CAL FIRE CFIP Landowner Cost Share (\$34,000)

Point Blue (\$15,360)

8. Supplementary Documents Appendix F. DONE

a. Environmental Documents

Permits in place: NTMP #4-04-NTMP-001/MAR has been approved for Clarks Valley since June 1, 2004. The Nonindustrial Timber Management Plan does not expire and guides the management of the property into the future. A Notice of Emergency Timber Operations facilitated timber operations to address insect mortality in 2015 will expire on April 26, 2016. A Drought Mortality Exemption was submitted on February 25, 2016 to facilitate timber operations to address insect mortality through February, 2017. If necessary an extension or a new 1038 K can be requested at any time to ensure that all work is completed under grant agreement timeline. Please see NTMP, and 1038 K, attached.

b. Maps and Photos

Project Location Map

Parcel Map with County Assessor's Parcel Number(s)

Topographic Map

Clarks Valley Wildfire Reduction Project

Photos of the Project Site

See attached (all of the above)

d. Additional Submission Requirements for Site Improvement/Restoration Project Applications only

Land Tenure Documents

The Clarks Valley Wildfire Reduction Project will take place on the Clarks Valley Conservation Easement. SFC, a regional non-profit land trust holds the conservation easement on this 813 acre private property. In 2003, landowner Al Anderson donated a conservation easement on a 733 acre portion of his property and in 2007 SFC received funding to purchase a conservation easement on the remainder of the property, with funding from the Wildlife Conservation Board. Collectively these two conservation easement deeds restrict the uses of the property to timber, ranching, recreation and education. Development rights, subdivision, commercial/industrial uses (besides timber and ranching activities) are prohibited. Hence the property and project will be conserved in perpetuity. Additionally SFC's annual monitoring of the Conservation Easement and compliance with these uses will ensure that the work completed through NRCS, SNC and other funds is consistent with the Non Industrial Timber Management Plan.

See attached Conservation Easement Deeds

Site Plan Map

175 acres or 7,623,000 square feet

See attached

Leases or Agreements

There are no leases or agreements on the property where the project will occur, nor is there any foreseeable lease or agreements that would affect this project.

Letters of Support

- Mariposa County Board of Supervisors
- The Mariposa Biomass Project
- The Gaia Foundation
- The Central Sierra San Joaquin Valley Partnership

Mariposa County Board of Supervisors

District 1 ... ROSEMARIE SMALLCOMBE
District 2 MERLIN JONES
District 3 MARSHALL LONG
District 4 KEVIN CANN
District 5 JOHN CARRIER



MARY HODSON
County Administrative Officer

RENE LAROCHE
Clerk of the Board

P. O. Box 784
Mariposa, CA 95338
(209) 966-3222
(800) 736-1252

Fax (209) 966-5147
www.mariposacounty.org/board

February 29, 2016

Dear Sierra Nevada Conservancy Grant Review Panel,

I am writing in support of The Clarks Valley Wildfire Reduction Project. This project would substantially benefit the forest habitat in Clark's Valley and would create a much needed buffer for the next wildfire that occurs in the vicinity of the Jerseydale community. Al and Carlene Anderson have been and continue to be excellent stewards of the land.

In 2003 the Andersons donated a conservation easement on their 640 acre Clarks Valley ranch to protect the conservation values in perpetuity. In 2007 they added 80 acres which became the Portuguese Ridge Ecological Reserve funded by the Wildlife Conservation Board. Since that time they have participated in educational programming through Sierra Foothill Conservancy and Yosemite Area Audubon, avian vegetation and carbon monitoring with Point Blue Conservation Science, and have implemented forest and habitat improvement projects through NRCS.

The Anderson's forest stewardship reaped significant benefits during the 2013 Carstens Fire that started on adjacent overgrown USFS land. The fire was progressing uncontrollably and, only when it hit the Anderson's property, was the USFS able to gain control of the fire. Their forest management allowed firefighters to stop the fire and save the adjacent homes in the community of Jerseydale. Since the fire, Clark's Valley, like much of Mariposa County, has been infested with the Western Pine bark beetle, compounding the damage done by the fire. The Andersons have invested significant time and funds into the land to reduce the numbers of dead trees and reduce the population of bark beetles.

But, they need help in order to continue this work that serves our community, watershed and natural habitat. The efforts envisioned by this project will further the work mandated under Governor Brown's Proclamation of A State of Emergency related to tree mortality, issued on October 30, 2015. Reducing fuels around communities is critical to reducing wildfire risk and the associated potential harm to communities and forest habitats. The Clark's Valley Wildlife Reduction Project will provide funding to remove dead and infected conifers on 175-200 acres thereby fortifying this critical buffer between US Forest Service land and our mountain communities.

The Project will provide the following important public benefits:

- Provide remedies per the 2015 declaration of emergency entered into by Mariposa County
- Implement a fuels treatment project to reduce wildfire risks to public and private lands
- Provide a strategic managed buffer between public lands and private land in the community of Jerseydale
- Support the Mariposa County General Plan goals: 10.1.01 Preserve Agricultural Lands; 11-4: Conserve and enhance the ecosystems: protecting and mitigating the impacts on significant and sensitive habitat including wildlife migration corridors; breeding and nesting areas; known occurrences of special status species, and; significant and sensitive plan communities; 11-2c: Preserve the existing or potential sources of sustainable water supply
- Meet the goals of the Mariposa-Yosemite IRWMP to manage and conserve forest, watershed, and range lands for enhancement of water supply
- Reduce transpiration, and reduce canopy to provide greater snow collection and ground water absorption;
- Support SNC's goals to 1) protect, conserve and restore the Region's physical, cultural, archaeological, historical and living resources; 2) aid in the preservation of working landscapes; 3) reduce the risk of natural disasters, such as wildfire; 4) protect and improve water and air quality; 5) assist the regional economy
- Implement the State Water Action Plan by: Restoring important ecosystems including meadow and Endangered Great Grey Owl habitat nesting habitat; manage headwaters for multiple benefits; and Enhance waterflows in streams
- Provide protection to the Snow Creek, Chowchilla River and Merced River Watersheds

I encourage you to fund this important project. Please do not hesitate to contact me with any questions.

Sincerely,



Supervisor Rosemarie Smallcombe

February 29, 2016
Mariposa Biomass Project
PO Box 2378
Mariposa, CA 95338

Dear Sierra Nevada Conservancy Grant Review Panel,

The Mariposa Biomass Project is working to develop a 2 MW biomass project in Mariposa County, which will utilize excess forest fuel collected from both private and public lands within a 50 mile radius of the town of Mariposa. The primary purpose of the facility is to reduce the threat of wild fire by supporting forest thinning operations within the community and providing a cost effective and environmentally friendly means to dispose of this material. The project is currently in the process of securing funding for permitting the facility.

Mariposa County has been identified as ground zero for the bark beetle infestation, which has resulted in the death of thousands of pine trees within the community. These dead trees represent a clear and present danger in form of catastrophic wildfires. One particular area of concern is the property owned by Al and Carliene Anderson. Even though Mr. Anderson has done an outstanding job of managing his property, the Andersons have lost almost half of their forest, mainly Ponderosa Pines, to Bark Beetle and the other conifers to drought, creating a significant threat to Jerseydale and surrounding area. The goal of the Clarks Valley Wildfire Reduction Project is to address the conifer mortality that has devastated the property and fortify this strategic WUI (Wildland Urban Interface) zone.

The Mariposa Biomass Project supports the Clarks Valley Wildfire Reduction Project.

Please give this application your full support for funding.

Thank you,


Jay Johnson
CEO, Mariposa Biomass Project

THE GAIA FOUNDATION



Sierra Nevada Conservancy
Grant Review Panel
11521 Blocker Dr #205
Auburn, CA 95603

February 28, 2016

Dear Sierra Nevada Conservancy Grant Review Panel,

We writing in support of The Clarks Valley Wildfire Reduction Project.

In 2003, Al and Carline Anderson donated a conservation easement on their 640 acre forested and meadow Clarks Valley ranch to protect the conservation values in perpetuity. In 2007, they added 80 acres which became the Portuguese Ridge Ecological Reserve funded by the Wildlife Conservation Board. Since that time the landowners have participated in educational programming through Sierra Foothill Conservancy and Yosemite Area Audubon, avian vegetation and carbon monitoring with Point Blue Conservation Science and implemented forest and habitat improvement projects through NRCS.

In 2013, the Carstens Fire started on adjacent overgrown USFS property. The fire was progressing uncontrollably and only when it hit the Anderson's property was the USFS able to gain control of the fire. The Anderson's forest management allowed firefighters to stop the fire and save the adjacent homes in the community of Jerseydale. The fuel reduction work that the Anderson's had voluntarily implemented was applauded as a community example. However, since the fire, Clark's Valley has been infested with Pine bark beetle compounding the damage done by the fire.

The Anderson's have invested significant time and funds into the land to reduce dead trees and Pine bark beetle. In order to continue this work that serves the community, watershed and natural habitat, additional funding is required through the Clark's Valley Wildlife Reduction Project.

The Clark's Valley Wildlife Reduction Project will provide funding to remove dead and infected conifers on 175-200 acres thereby fortifying this critical buffer between US Forest Service land and other mountain communities

The Project will provide the following important public benefits:

- Support SNC's goals to 1) protect, conserve and restore the region's physical, cultural, archaeological, historical and living resources; 2) aid in the preservation of working landscapes; 3) Reduce the risk of natural disasters, such as wildfire; 4) protect and improve water and air quality; 5) Assist the regional economy
- Provide remedies per the 2015 Declaration of Emergency in Mariposa County
- Implement a fuels treatment project to reduce wildfire risks to public and private lands



- Provide a strategic managed buffer between public lands and private land in the community of Jerseydale
- Support the Mariposa County General Plan goals: 10.1.01 Preserve Agricultural Lands; 11-4: Conserve and enhance the ecosystems: protecting and mitigating the impacts on significant and sensitive habitat including wildlife migration corridors; breeding and nesting areas; known occurrences of special status species, and; significant and sensitive plan communities; 11-2c: Preserve the existing or potential sources of sustainable water supply
- Meet the goals of the Mariposa-Yosemite IRWMP to manage and conserve forest, watershed, and range lands for enhancement of water supply
- Reduce transpiration, and reduce canopy to provide greater snow collection and ground water absorption;
- Implement the State Water Action Plan by: Restoring important ecosystems including meadow and Endangered Great grey owl habitat nesting habitat; manage headwaters for multiple benefits; and Enhance waterflows in streams
- Provide protection to the Snow Creek, Chowchilla River and Merced River Watersheds

I encourage you to fund this important project. The Clark's Valley Wildlife Reduction Project provides a multiple layers of benefits that extend well beyond the project perimeters and meet the objectives of the Proposition 1 grant funding.

Sincerely,



Gary Morris
President
The Gaia Foundation



Sierra Nevada Conservancy
Grant Review Panel
11521 Blocker Dr #205
Auburn, CA 95603

Dear Sierra Nevada Conservancy Grant Review Panel,

We writing in support of The Clarks Valley Wildfire Reduction Project.

In 2003, Al and Carline Anderson donated a conservation easement on their 640 acre forested and meadow Clarks Valley ranch to protect the conservation values in perpetuity. In 2007, they added 80 acres which became the Portuguese Ridge Ecological Reserve funded by the Wildlife Conservation Board. Since that time the landowners have participated in educational programming through Sierra Foothill Conservancy and Yosemite Area Audubon, avian vegetation and carbon monitoring with Point Blue Conservation Science and implemented forest and habitat improvement projects through NRCS.

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- Provide remedies per the 2015 Declaration of Emergency in Mariposa County
- Implement a fuels treatment project to reduce wildfire risks to public and private lands



The Central Sierra -
San Joaquin Valley Partnership

- Provide a strategic managed buffer between public lands and private land in the community of Jerseydale
- Support the Mariposa County General Plan goals: 10.1.01 Preserve Agricultural Lands; 11-4: Conserve and enhance the ecosystems: protecting and mitigating the impacts on significant and sensitive habitat including wildlife migration corridors; breeding and nesting areas; known occurrences of special status species, and; significant and sensitive plan communities; 11-2c: Preserve the existing or potential sources of sustainable water supply
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I encourage you to fund this important project. The Clark's Valley Wildlife Reduction Project provides a multiple layers of benefits that extend well beyond the project perimeters and meet the objectives of the Proposition 1 grant funding.

Sincerely,

Sahara Saude-Bigelow
Partnership Coordinator
The Central Sierra – San Joaquin Valley Partnership

SIERRA NEVADA CONSERVANCY
SNC Watershed Improvement Program - DETAILED BUDGET FORM

Project Name: Clarks Valley Wildfire Reduction Project
 Applicant: Sierra Foothill Conservancy

SECTION ONE	2016	2017	
DIRECT COSTS	Year One	Year Two	Total
<i>Project Management Costs</i>			
Executive Director	\$ 1,520.00	\$ 1,520.00	\$ 3,040.00
Conservation Project Manager	\$ 760.00	\$ 760.00	\$ 1,520.00
Program Assistant	\$ 800.00	\$ 800.00	\$ 1,600.00
Travel	\$ 48.60	\$ 48.60	\$ 97.20
<i>Site Restoration Work Costs</i>			
RETS, INC	\$ 164,062.50	\$ 164,062.50	\$ 328,125.00
California Conservation Crops.		\$ 23,676.00	\$ 23,676.00
DIRECT COSTS SUBTOTAL:	\$ 167,191.10	\$ 190,867.10	\$ 358,058.20
SECTION TWO			
PARTIAL INDIRECT COSTS	Year One	Year Two	Total
<i>Monitoring</i>			
Stewardship Manager	\$ 640.00	\$ 640.00	\$ 1,280.00
Program Assistant	\$ 720.00	\$ 720.00	\$ 1,440.00
Travel	\$ 48.60	\$ 48.60	\$ 97.20
<i>Publications, Printing, Public Relations</i>			
Newsletter, E-Newsletter, Registration Database, Flyer	\$ 500.00	\$ 500.00	\$ 1,000.00
Program Assistant - Hike & Education Lead	\$ 320.00	\$ 320.00	\$ 640.00
Travel	\$ 16.20	\$ 16.20	\$ 32.40
<i>Reporting, Perf Measures, Invoice Billings</i>			
Operations and Finance Director	\$ 648.00	\$ 648.00	\$ 1,296.00
Bookkeeper	\$ 408.00	\$ 408.00	\$ 816.00
INDIRECT COSTS SUBTOTAL:	\$ 1,408.60	\$ 1,408.60	\$ 6,601.60
PROJECT TOTAL:	\$ 168,599.70	\$ 192,275.70	\$ 364,659.80
SECTION THREE			
Administrative Costs (Costs may not exceed 15% of the above listed Project costs) :			Total
<i>*Organization operating/overhead costs</i>			
Overhead and Support Costs	\$ 27,349.49	\$ 27,349.49	\$ 54,698.97
ADMINISTRATIVE TOTAL:	\$ 27,349.49	\$ 27,349.49	\$ 54,698.97
SNC TOTAL GRANT REQUEST:	\$ 195,949.19	\$ 219,625.19	\$ 419,358.77
SECTION FOUR			
OTHER PROJECT CONTRIBUTIONS	Year One	Year Two	Total
List other funding or in-kind contributors to project (i.e. Sierra Business Council, Department of Water Resources, etc.)			
Natural Resources Conservation Service EQIP	\$ 23,602.00		\$ 23,602.00
NRCS EQIP Landowner Cost Share	\$ 23,602.00		\$ 23,602.00
Landowner Individual Contribution	\$ 10,000.00	\$ 10,000.00	\$ 20,000.00
CAL FIRE CFIP	\$ 77,111.00		\$ 77,111.00
CAL FIRE CFIP Landowner Cost Share	\$ 34,000.00		\$ 34,000.00
Point Blue	\$ 7,680.00	\$ 7,680.00	\$ 15,360.00
Total Other Contributions:	\$ 175,995.00	\$ 17,680.00	\$ 193,675.00

Total Project Cost \$ 613,033.77

NOTE: The categories listed on this form are examples and may or may not be an expense related to the project. Rows may be added or deleted on the form as needed. Applicants should contact the SNC if questions arise.

Added to file on 3/22/2016 (PE)

Appendix F - 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.

Categorical Exemption or Statutory Exemption

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:

This project will be using 1038K emergency permit as well as a non-industrial timber harvest plan. The 1038K is issued by CAL FIRE and combined with the NTMP, satisfies the CEQA requirements for the activities outlined in the grant application.

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:

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.

DOCUMENT: 2039087	Titles: 1/ Pages: 27
	Fees.... 85.00
0002039087	Taxes...
	Other...
	AMT PAID 85.00

Recording requested, and when
Recorded, return to:

Sierra Foothill Conservancy
P. O. Box 529
Prather, CA 93651

With a conformed copy to:

Grantor:
Albert W. Anderson
Anderson W. Anderson Living Trust
38680 Calle de Lobo
Murrieta, CA 92562

(Space above this line reserved for recorder's use)

DEED OF CONSERVATION EASEMENT

THIS GRANT DEED OF CONSERVATION EASEMENT is made this 30th day of December, 2003, by The Albert W. Anderson Living Trust ("Grantor"), in favor of SIERRA FOOTHILL CONSERVANCY, a nonprofit California corporation ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the sole owner in fee simple of approximately 732.98 acres of real property in Mariposa County, California, more particularly described in Exhibits A and B attached hereto and incorporated by this reference ("the Property") and separated in Exhibit B into Area A and Area B; and

WHEREAS, the Property possesses natural, scenic, open space, landscapes, ecosystems, grazing, timber, wildlife habitat, and one perennial stream (Snow Creek), creating values of great importance to Grantor, the people of Mariposa County and the people of the State of California; and

WHEREAS, the Property consists primarily of open space meadows and forestland and has a rich assemblage of native animal species and archeological sites; and

WHEREAS, the grant of this Easement will also serve the following “conservation purposes”, as such term is defined in Section 170 (h)(4)(A) of the Internal Revenue Code:

(a) The preservation of open space pursuant to the following clearly delineated governmental conservation policies, which will yield a significant public benefit:

- Section 815 of the California Civil Code, which declares that the preservation of land in its natural, scenic, agricultural, historical, forested, or open-space condition is among the most important environmental assets of California, and further declares it to be the public policy and in the public interest of this State to encourage the voluntary conveyance of conservation easements to qualified nonprofit organizations.
- Section 51102 of the California Government Code, which declares that it is the State’s policy to maintain the optimum amount of the State’s limited supply of timberland to ensure its current and continued availability for the growing and harvesting of timber and compatible uses, and to discourage premature or unnecessary conversion of timberland to urban and other uses.
- The California Timberland Productivity Act of 1982, California Government Code Sections 51100 et seq., which provides for individual California counties to establish timberland preserve zones.
- The action of the Mariposa County Board of Supervisors to accept the Property into a timberland preserve zone (now referred to by Mariposa County as a “timber exclusive zone”) as evidenced by that Notice of Williamson Act Status recorded Feb. 28, '95 in the Official Records of Mariposa County as Document 950847.
- California Constitution Article XIII, Sections 3(j) and 8, California Government Code Section 51118, and California Revenue and Taxation Code Section 423.5, under which the Property is deemed to be enforceably restricted for the production of timber, and therefore receives preferential property tax treatment.
- Section 6.402 of the 1981 Mariposa County General Plan, which states that the county shall encourage timber production practices on lands which exhibit forest resource potential.
- Section 11.3 of the 2003 Draft Mariposa County General Plan, which states as County goals the conservation of natural and scenic resources and open space lands to protect and enhance the County’s quality of life and character (Goal 11-1), and providing for the sustainable

development of timber resources, protection of commercially valuable timberland from conversion to non-timber related uses, and maintenance and enhancement of sustainable production of timber (Goal 11-5 and Policies 11-5a and 11-5b).

- Mariposa County Board of Supervisors Resolution No. 03-266 (July 13, 2003) adopting a voluntary oak woodland management plan and landowner guidelines, and which resolution specifically recognizes the value of the County's oak woodland resources for their economic, recreational, wildlife habitat and aesthetic values to the local population and visitors.

(b) The protection of a relatively natural habitat of plants and animals as demonstrated by:

- The Property's diverse forest, due to its unique location in a transition zone between the High Sierra and the Sierra Foothills, consisting of a diversity of California native oaks, including black oak, valley oak, as well as ponderosa pine, white fir, incense cedar, and other species.
- The growing forest and the riparian area on the Property provide significant natural habitat for native animal species.
- The Property's significant natural habitat contributes to the ecological viability of the surrounding Sierra National Forest and Yosemite National Park land.

WHEREAS, the Mariposa and Sierra Foothills area in which the Property is located, including the Property, is subject to increasing development pressure, with attendant fire danger, that will be lessened by the preservation of this Property; and

WHEREAS, the Easement also will conserve and keep available for future production the valuable growing timber present on the site, and will support the regional forestry management economy. Further, creation of this Easement establishes a development buffer between State Highway 49 and public lands already set aside for preservation. While this Easement may be supplemented and its conservation value enhanced by the establishment of other conservation easements in the area, the parties to this agreement recognize that this Easement stands on its own, and does not require the creation of any other easement to provide the benefits for which the Property is being restricted; and

WHEREAS, the specific characteristics of the Property are further documented in an inventory of relevant features of the Property dated Dec. 30, 2003 on file at the offices of Grantee and incorporated by this reference ("Baseline Documentation), which consists of reports, maps, photographs, and other documentation that the parties agree provide, collectively, an accurate representation of the Property at the time of this grant and which is intended to serve

as an objective, though nonexclusive, information baseline for monitoring compliance with the terms of this grant, and

WHEREAS, the Grantor intends that the conservation values of the Property be preserved and maintained by permitting only those land uses identified in Area B of the Property, and attached hereto as Exhibit "B", ("Area B") that do not significantly impair or interfere with them, including, without limitation, those relating to grazing, forestry management, recreation and the limited home site use specified herein; and

WHEREAS, Grantor further intends, as owner of the Property, to convey to Grantee the right to preserve and protect the conservation values of Area B in perpetuity; and

WHEREAS, Grantee is a publicly supported, tax-exempt nonprofit organization and a qualified organization under Sections 501(c)(3) and 170(h), respectively, of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder (the "Internal Revenue Code"), whose primary purpose is the preservation, protection, or enhancement of land in its natural, scenic, forested and/or open space condition. Grantee is qualified to hold conservation easements under the laws of the State of California and has the commitment and resources to enforce this Easement: and

WHEREAS, Grantee agrees by accepting this grant to honor the intentions of Grantor stated herein and to preserve and protect in perpetuity the conservation values of Area B for the benefit of this generation and the generations to come.

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the law of the State of California and in particular inter alia, Sections 815-816 of the California Civil Code, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over Area B of the nature and character and to the extent hereinafter set forth ("Easement").

1. **Purpose.** The primary purpose of this Easement is to protect Area B's open space meadows and forestland in perpetuity. It is also the purpose of this Easement to assure that Area B will be retained in perpetuity predominantly in its natural, scenic, forested, and open space condition and to prevent any use of the Property that will significantly impair or interfere with the Conservation Values of the Property. Grantor intends that this Easement will confine the use of Area B to such activities, including, without limitation, those involving grazing, forestry management, recreation, education, and the limited home site use specified herein, or pursuant to an Amendment mutually signed by all Parties, and recorded, as are not inconsistent with the purpose of this Easement. The open space character, scenic panorama, forest viability and timber productivity of Area B, and the diversity of native trees, plants, and wildlife on Area B are collectively referred to herein as the "Conservation Value" of Area B.
2. **Rights of Grantee.** To accomplish the purpose of this Easement, the following rights are conveyed to Grantee by this Easement:

- a. To preserve and protect the Conservation Value of Area B;
 - b. To enter upon area B once each year, at reasonable times, in order to monitor compliance with and otherwise enforce, the terms of this Easement in accordance with Paragraph 6; provided that, except in cases where Grantee determines that immediate entry is required to prevent, terminate, or mitigate a violation of this Easement, such entry shall be upon prior reasonable notice to Grantor, and Grantee shall not in any case interfere with Grantor's use and quiet enjoyment of the Property; and
 - c. To prevent any activity on, or use of, Area B that is inconsistent with the purpose of this Easement and to require the restoration of such areas or features of Area B that may be damaged by an inconsistent activity or use, pursuant to the remedies set forth in Paragraph 6.
3. **Prohibited Acts.** Grantor promises that it will not perform, or knowingly allow others to perform, any act or use on or affecting Area B described herein in conflict with the covenants set out in this Conservation Easement. Grantor authorizes Grantee to enforce these covenants. However, unless otherwise specified herein, nothing in this Conservation Easement shall require Grantor to take any action to restore the condition of the Easement Area after any Act of God or other event over which Grantor has no control. Grantor understands that nothing in this Conservation Easement relieves it of any obligation or restriction on the use of Area B imposed by law. Any activity on, or use of, Area B inconsistent with the purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited;
- a. **Subdivision.** The legal or de facto division, subdivision or partitioning of the Area B, except as may be required by law for the uses permitted herein. For example, if clustering of home sites is not allowed and home sites are developed within Area B, Grantor will be allowed to partition Area B in order to transfer ownership in each individual home site. In the event this is necessary, the transferee will take title to such partitioned portion subject to the provisions of the Conservation Easement.
 - b. **Development Rights.** Grantor hereby grants to Grantee all development rights, except as specifically reserved to Grantor herein, that are now or hereafter allocated to, implied, reserved or inherent in the Easement Area, and the parties agree that such rights are terminated and extinguished. However, as later described, Grantor may select up to 4 home sites within Area B and construct homes thereon. Moreover, Grantor reserves the right to construct certain agricultural structures as further described in Sections 4(b) and (c) of this Conservation Easement. The acreage within Area B may be used for the purpose of calculating permissible development or lot yield within Area A.
 - c. **Commercial or Industrial Use.** Any and all commercial or industrial use of, or activity on, Area B, other than those related to ranching, timber activity or subsurface mineral development, as provided in Paragraph 4 below.

- d. **Buildings and Structures.** It is the intent of the Grantor to obtain approval from Mariposa County for the clustering of home sites and the construction of homes, that would otherwise be allowable within Area B, within Area A. If that approval is in fact obtained, then the placement of buildings, structures or parking lots within Area B is prohibited except for the placement of Agricultural Structures and Improvements and Farm Labor and Tenant Housing and related improvements as expressly permitted by Paragraph 4(b) and Paragraph 4(c) herein in Area B. If that approval is not obtained, the provisions contained in paragraph 4.a. shall apply.
- e. **Roads and Improvements.** The placement of roads, utility lines, pipelines or other improvements within Area B that would significantly impair or irremediably diminish the Conservation Values of Area B. Notwithstanding the above, certain rights remain reserved rights of Grantor, pursuant to Paragraph 4 below.
- f. **Signs.** The placement of signs or billboards within Area B, except for residential signage, or to advertise it for sale or rent, or to post the Property to control unauthorized entry or use.
- g. **Removal of Timber and Shrubs.** Within Area B, the pruning, cutting down, destruction or removal of living trees, shrubs or vegetation, located outside of the designated and permitted home site parcels as described in Paragraph 4(a), except as necessary, in accordance with Grantor's forestry conservation practices, to improve the stand of timber, to control or prevent hazards, disease, or fire, or to maintain open space areas essential to the Conservation Values of this Easement; provided that trees may be harvested for any purpose, including, without limitation, commercial timber production. Grantee acknowledges and agrees that Grantor, in pursuit of the residential and recreational uses permitted by Paragraphs 4(a), (b), (c), (d) and (h), respectively, may (i) cut and remove trees and shrubs within an area not greater than five (5) acres containing each single family residence and related structures described in Paragraph 4(a), or 10 acres in the case of agricultural structures as described in Paragraph 4(d), and (ii) clear such shrubs and brush as shall be reasonably necessary for the creation and maintenance of hiking and recreational trails on the Property.
- h. **Underground Fuel Storage Tanks and Disposal of Debris.** The placement of underground fuel storage tanks on Area B, and the processing, storage, dumping, or other disposal of wastes, refuse and debris, except for non-hazardous and nontoxic materials generated by activities permitted hereby.
- i. **Commercial Feedlot.** The establishment or maintenance of any commercial feedlot, which is defined for the purposes of this Easement as a confined area or facility within which the land is not grazed at least annually and which is used to receive livestock that have been raised off the Property for feeding and fattening for market.
- j. **Surface Mining.** The mining, extraction, or removal of soil, sand, gravel, oil, natural gas, fuel, or any other mineral substance, using any surface mining method, is prohibited. Notwithstanding the above, Grantor retains the

ownership of any and all mineral and water rights. Further, other rights of extraction remain an approved use (see Paragraph 4(i) below).

4. **Reserved Rights.** Grantor's granting of the easement created by this Agreement shall only apply to Area B. None of the provisions of this Agreement are to apply to the restriction of use within area A. Grantor reserves to itself, and its personal representatives, heirs, successors, and assigns, all rights accruing from its 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 herein and are not inconsistent with the purpose of this Easement. Without limiting the generality of the foregoing, and subject to the terms of Paragraph 3, the following rights are expressly reserved:

a. **Residences.** It is the intent of Grantor to obtain approval from Mariposa County to cluster all of the homes that would otherwise be allowable on the entire property, within Area A. However, should such approval not be granted by Mariposa County, Grantor reserves the right to identify the maximum number of home sites that would otherwise be allowable in accordance with Mariposa County ordinances within Area B and to construct residences on such home sites. Grantor also reserves the right to construct necessary roads and other improvements within Area B necessary for the servicing of these home sites and homes, including the delivery of water and other utilities. In the event the home sites are to be located within Area B, Grantor agrees to provide for a lot line adjustment granting Grantee an equal amount of acreage within area A as is taken by the home sites within Area B. In no event are the provisions of this Easement Agreement to be used to restrict the rights of the Grantor to utilize and maintain the existing single family residence within Area A and to construct, utilize and maintain additional single family residences as allowed by Mariposa County ordinances within Area A, an area consisting of approximately 92.98 acres depicted as "Area A" on Exhibit B attached hereto, and/or pursuant to an Amendment to Deed of Conservation Easement ("Amendment") which shall be mutually signed by all Parties and recorded, and made a part hereof by reference. In the event that Mariposa County does not allow the clustering of the total allowable residences otherwise allowable on the Property to be constructed within area A and the residences are constructed within Area B, the residences together with all outbuildings, utility lines, pipelines, sewer lines, septic systems, wells, driveways, connecting roads and parking areas commonly and appropriately incidental thereto which may include but may not be limited to barns, storage structures for farm equipment, vehicles, household and gardening items, recreation, livestock and horses, swimming pools and/or ponds and fencing, will be allowed to be constructed within the designated home sites within Area B. All residential dwellings and appurtenant structures and improvements may be repaired, reasonably enlarged and replaced at their original location without further permission from Grantee.

The location of each single-family home site will be determined by Grantors from time to time in their discretion. Prior to establishing the location of any of the additional permitted home sites a survey will be done and monuments placed to clearly designate Areas A and B. After a home site has been designated, a change in zoning to a smaller minimum applicable residential lot size shall not cause the owner of such home site to be in violation of the terms of this Easement or required to reduce the size of such home site. Upon the sale, transfer, or conveyance of any such home site, or any other portion of the Property (which portion may be transferred with or without any of the home site rights permitted hereunder), the transferee of such portion of the Property will be subject to each and every term and provision of this Easement.

All utilities, access roads, pipelines and sewer lines serving each of the permitted single-family residences shall be constructed in a reasonably efficient manner, so as to result in the reasonable shortest length for the purpose to be served and so as to minimize the impact upon the Conservation Values of the Property.

- b. **Agricultural Structures and Improvements.** New buildings, or other structures and improvements to be used solely for agricultural or ranching purposes, including processing or sale of farm/ranching products predominantly grown or raised on the Property, may be built on Area B. The proposed structure shall be designed, located and constructed so as not to substantially interfere with, impair or otherwise burden the Conservation Value. Once built, structures may be repaired, reasonably enlarged and replaced at their original location(s) without further permission from Grantee, provided that such repair, enlargement, or replacement does not substantially interfere with, impair or otherwise burden the Conservation Value.
- c. **Farm Labor and Tenant Housing.** New dwellings or structures used to house ranch/farm tenants and employees may be repaired, reasonably enlarged and replaced at their original location without further permission from Grantee provided that Grantor shall design, locate and construct such structures so as not to substantially interfere with, impair or otherwise burden the Conservation Values. New single or multifamily dwellings or structures to be used solely to house farm/ranch tenants, employees or others engaged in ranching and/or agricultural production of the Property may be built on Area B. The proposed structure(s) shall be designed, located and constructed so as not to substantially interfere with, impair or otherwise burden the Conservation Value.
- d. **Location of Agricultural Structures and Improvements and Farm Labor and Tenant Housing.** The Agricultural Structures and Improvements and Farm Labor and Tenant Housing permitted in Paragraph 4(b) and (c) will be adjacent to each other and shall be within a 10 acre building envelope. The 10 acre building envelope will be surveyed and marked prior to construction of any facilities permitted in Paragraph 4(b) and (c).

- e. **Resource Stewardship.** In order to protect the Conservation Value, Grantor is encouraged to conduct all ranching and farming operations in accordance with good management practices that address soil and water conservation, erosion control, pest management, nutrient management, timber management, and habitat protection.
- f. **Water.** All right, title and interest in and to all tributary and non-tributary water, and water rights, and related interests in, or, under or appurtenant to the Property; provided such water rights are developed in a manner consistent with purposes of this Easement.
- g. **Grazing.** All rights to use and lease the Property for confining livestock for discretionary seasonal grazing or from leasing grazing rights for livestock owned by others.
- h. **Recreation.** All rights to engage in, and permit others to engage in, all passive and non-commercial recreational uses of the Property that do not significantly impair or irremediably diminish the Conservation Values of the Property.
- i. **Fences.** Existing fences may be repaired and replaced, at their existing locations within Area B for purposes of reasonable and customary management of livestock and wildlife, without further permission from Grantee. New fences and cross-fences at new locations may be constructed for such purposes without further permission from Grantee, provided that any new fence shall be sited and designed to protect the Conservation Values of the Easement Area, including, but not limited to, wildlife corridors.
- j. **Mining.**
 - 1. **Surface Mining.** Notwithstanding the restrictions contained in Paragraph 3.j above, soil, sand, gravel or rock may be extracted without further permission from Grantee provided that such extraction is: of material solely for use on the Property, is in conjunction with and in furtherance of activities permitted herein, is accomplished in a manner which is consistent with, does not interfere with, impair or otherwise burden the Conservation Value. Notwithstanding any other provision hereof, this Paragraph 4(j) shall be interpreted in a manner consistent with Section 170(h) of the Internal Revenue Code, the Treasury regulations adopted pursuant thereto, and any other successor provisions addressing the same subject.
 - 2. **Other Mining Methods.** Mining, using methods other than surface mining, is allowed where consistent with the applicable provisions of paragraph 10 hereof, and where the mining and all activities therewith will not interfere with, impair or otherwise burden the Conservation Value and will at most have a limited localized impact on the Property.

- k. **Timber Harvesting.** Trees on the Easement Area may only be cut to control insects and disease, to prevent personal injury and property damage, fire hazard protection, to improve the health of the stand, and for on-site firewood and other domestic uses, including construction and repair of permitted buildings and fences on the Property. Management of the trees in Area B shall be in the sole discretion of the Grantor. This paragraph shall not apply to the removal of orchards and/or tree farming on the Property for agricultural purposes. Any commercial timber harvesting within Area B for purposes other than those described above shall be conducted as allowed by law, pursuant to a plan approved as required by law. Notwithstanding the above, Grantor may harvest timber in accordance with an approved Timber Harvest Plan.
- l. **Paving and Road Construction.** Existing paved roads may be maintained, repaved, and rebuilt on the original alignment at Grantor's discretion without further permission from Grantee. Roads existing at the effective date of this Easement or future roads to residential buildings and approved structures permitted by this Easement may be paved at Grantor's discretion without further permission from Grantee. No other portion of the presently unpaved roads within Area B shall be paved, nor shall any road, for access or other purposes be constructed except for roads subject to permits for development allowed by this Easement where improvement is required by the county. Unpaved existing roads may be relocated as unpaved roads as required by agricultural or ranching operations, provided that abandoned roads will be returned to agriculture, ranching, or a natural condition. For purposes of this paragraph, "pave", "paved", or "paving" shall include veering of the solid surface with concrete, asphalt, gravel, or material other than soil; provided, that in order to make roads passable the Grantor may apply to existing or future roads on the Property a reasonable amount of gravel.
- m. **Agricultural or ranching Intensification.** Certain changes in agricultural or ranching operations, including intensification identified as open rangeland, farmland, or timber, are not considered to impair the Conservation Value. Conversion of land farmed within twenty (20) years preceding the date of this Conservation Easement to other agricultural or ranching uses (including intensification) is permitted. Additional areas shall not be converted to intensified farming uses, except where, in the sole determination of the Grantee, such intensification will not substantially interfere with, impair or otherwise burden the Conservation Value. No such conversion shall exceed ten percent (10%) of the open rangeland identified in the Baseline Conditions Report; nor shall it occur within one hundred (100) feet of any blue line stream (as shown on the U.S. Geological Survey 7.5 minute quadrangle map that includes the Property), or other sensitive habitat.
- n. **Trespassing.** The right to exclude any member of the public from trespassing on the Easement Area (other than representatives of Grantee).
- o. **Sell or Transfer:** The right to sell or otherwise transfer the Easement Area, or a portion thereof, to anyone Grantor chooses pursuant to Paragraph 11 below.

- p. **Conservation Easements.** Grantor may grant any subsequent conservation easements on the Easement Area provided that such easements do not interfere with or reduce the Conservation Value of this Easement. Grantee shall be notified at least ninety-(90) days in advance, in writing, of any proposed conservation or other easement for the Easement Area, which notice shall include the proposed easement.
- q. **Pond.** Grantee acknowledges a large pond currently exists in the Property. The pond is currently being utilized for recreational purposes, as well as a bird migration sanctuary. The pond and appurtenant improvements may be repaired, reasonably enlarged and replaced at its current location without further permission from Grantee.

5. Notice and Approval.

- a. **Grantee's Approval.** Where Grantee's approval is required, Grantee shall grant, or withhold, its approval in writing within thirty (30) days of receipt of Grantor's written request therefore. Grantee's approval may be withheld only upon a reasonable determination by Grantee that the action, as proposed, would be inconsistent with the purpose of this Easement.

6. Grantee's Remedies.

- a. **Notice of Violation; Corrective Action.** If Grantee determines that a violation of the terms of this Easement has occurred, or is threatened, Grantee shall give written notice to Grantor of such violation, and not later than fourteen (14) days after the delivery of such written notice, the parties shall meet to discuss the circumstances of the violation and to attempt to agree on appropriate corrective action. If the parties are unable to agree on corrective action, Grantee shall deliver a further written notice to Grantor to demand corrective action sufficient to cure the violation resulting from any use or activity inconsistent with the Conservation Value or any of them, or the Easement Purpose, to restore the portion of the Easement Area so injured to its prior condition, in accordance with a plan approved by Grantee.
- b. **Injunctive Relief.** If Grantor fails to cure the violation within thirty (30) days after receipt of notice from Grantee, or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, or fail to continue diligently to cure such violation until finally cured, Grantee may pursue any other remedy as hereafter available under the laws or judicial decisions of the state where the Property is located.
- c. **Arbitration.**
 - 1. **Arbitration of Disputes.** Except as provided in Paragraph 6.c.2. below, the Parties agree to resolve any and all claims, disputes or disagreements arising under this Easement Agreement, including, but not limited to any matter relating to either Party's failure to approve an assignment, or other transfer of either Party's transfer of interest in this Easement Agreement, any defaults by Grantor or

Grantee, by and through arbitration as provided below and irrevocably waive any and all rights to the contrary. The Parties agree to at all times conduct themselves in strict, full, complete and timely accordance with the terms hereof and that any attempt to circumvent the terms of this Arbitration provision shall be absolutely null and void and of no force or effect whatsoever.

2. **Disputes Excluded from Arbitration.** The following claims, disputes or disagreements under this Easement Agreement are expressly excluded from the arbitration procedures set forth herein:
 - (i) All claims by either Party which (a) seek anything other than enforcement or determination of rights under this Agreement (b) as primarily founded upon matters of fraud, willful misconduct, bad faith or any other allegations of tortuous action, and seek the award of punitive or exemplary damages.
3. **Appointment of an Arbitrator.** All disputes subject to this Arbitration provision, shall be determined by binding arbitration before a retired judge of the applicable court of jurisdiction affiliated with Judicial Arbitration & Mediation Services, Inc. ("JAMS"), or as may be otherwise mutually agreed by the Parties ("the Arbitrator"). Such arbitration shall be initiated by the Parties, or either of them, within ten (10) days after either party sends written notice (the "Arbitration Notice") of a demand to arbitrate by registered or certified mail to the other party and to the Arbitrator. The Arbitration Notice shall contain a description of the subject matter of the arbitration, the dispute with respect thereto, the amount involved, if any, and the remedy or determination sought. If the Parties have agreed to use JAMS they may agree on a retired judge from the JAMS panel. If they are unable to agree within ten (10) days, JAMS will provide a list of three (3) available judges and each party may strike one. The remaining judge (or if there are two, the one selected by JAMS) will serve as the Arbitrator. In the event the Arbitrator is not selected as provided for above for any reason, the party initiating arbitration shall apply to the appropriate Court for the appointment of a qualified retired judge to act as the Arbitrator.
4. **Arbitration Procedure.**
 1. **Pre-Hearing Actions.** The Arbitrator shall schedule a pre-hearing conference to resolve procedural matters, arrange for the exchange of information, obtain stipulations and narrow the issues. The Parties will submit proposed discovery schedules to the Arbitrator at the pre-hearing conference. The scope and duration of discovery will be within the sole discretion of the Arbitrator. The Arbitrator shall have the discretion to order a pre-hearing exchange of information by the Parties, including, without limitation, production of requested documents, exchange of summaries of testimony of proposed witnesses, and examination by deposition of the parties and third-party

witnesses. This discretion shall be exercised in favor of discovery reasonable under the circumstances. The Arbitrator shall issue subpoenas and subpoenas duces tecum as provided for in the applicable statutory or case law (e.g., in California Code of Civil Procedure Section 1282.6).

2. **The Decision.** The arbitration shall be conducted in the city or county within which the Property is located at a reasonably convenient site. Any Party may be represented by counsel or other authorized representative. In rendering a decision(s), the Arbitrator shall determine the rights and obligations of the Parties according to the substantive laws and the terms and provisions of this Easement Agreement. The Arbitrator's decision shall be based on the evidence introduced at the hearing including all logical and reasonable inferences therefrom. The Arbitrator may make any determination and/or grant any remedy or relief that is just and equitable. The decision must be based on, and accompanied by, a written statement of decision explaining the factual and legal basis for the decision as to each of the principal controverted issues. The decision shall be conclusive and binding, and it may thereafter be confirmed as a judgment by the court of applicable jurisdictions, subject only to challenge on the grounds set forth in the applicable statutory or case law (e.g., in California Code of Civil Procedure Section 1286.2). The validity and enforceability of the Arbitrator's decision is to be determined exclusively by the court of appropriate jurisdiction pursuant to the provisions of this Easement Agreement. The Arbitrator may award costs, including without limitation, Arbitrator's fees and costs, attorney's fees, and expert and witness costs, to the prevailing party, if any, as determined by the Arbitrator in his discretion.

Whenever a matter which has been submitted to arbitration involves a dispute as to whether or not a particular act or omission (other than a failure to pay money) constitutes a default, the time to commence or cease such action shall be tolled from the date the Notice of Arbitration is served through and until the date the Arbitrator renders his or her decision. Provided, however, that this provision shall not apply in the event that the Arbitrator determines that the Arbitration Notice was prepared in bad faith.

Whenever a dispute arises between the Parties concerning whether or not the failure to make a payment of money constitutes a default, the service of an Arbitration Notice shall not toll the time period in which to pay the money. The Party

allegedly obligated to pay the money may, however, elect to pay the money "under protest" by accompanying said payment with a written statement setting forth the reasons for such protest. If thereafter, the Arbitrator determines that the Party who received said money was not entitled to such payment, said money shall be promptly returned to the Party who paid such money under protest together with interest thereon as defined in Paragraph 13.5. If a Party makes a payment "under protest" but no Notice of Arbitration is filed within thirty (30) days, then such protest shall be deemed waived. (See also Paragraph 43).

The prevailing party shall be entitled to recover its costs incurred in any such enforcement effort, including reasonable attorneys', consultants' and experts' fees and costs.

- d. **Damages.** If Grantee is awarded damages for violation of the terms of this Easement Agreement or injury to any Conservation Value protected by this Easement, including, without limitation, damages for the loss of scenic, aesthetic, or environmental values, Grantee shall first apply any damages recovered to undertaking any corrective action on the Property, and secondly, to the costs incurred, if any, to settle the dispute.
 - e. **Emergency Enforcement.** If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Value of the Property, Grantee may pursue its remedies under this Paragraph 6, but shall provide prior notice to Grantor, but Grantee shall not be required to wait for the period provided for cure to expire.
 - f. **Acts Beyond Grantor's Control.** Nothing contained in this Easement Agreement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, negate, or mitigate significant injury to the Property resulting from such causes. Further, nothing contained in this Easement Agreement shall require Grantor or Grantee to take any action to restore the condition of the Conservation Easement after any Act of God or other event in which Grantor has no control.
7. **No Public Dedication or Public Access.** Nothing contained in this Easement Agreement shall be deemed to be a gift or dedication of any portion of the Easement Area or the Property for use by the general public. This instrument does not convey a general right of access to the public.

8. Costs, Liabilities, Taxes, and Environmental Compliance.

- a. **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 construction or other activity or use permitted by this Easement, and all such construction or other activity or use shall be undertaken in accordance with all applicable federal, state, and local laws, regulations, and requirements. Grantor shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor. Nothing contained herein shall limit Grantor's ability to place mortgage, or other financing liens on the property.
- b. **Taxes.** Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of this Easement Agreement, and shall furnish Grantee with satisfactory evidence of payment upon request.
- c. **Representations and Warranties.** Grantor represents and warrants that, after reasonable investigation and to the best of its knowledge:
 1. No substance defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment exists or has been released, generated, treated, stored, used, disposed of, deposited, abandoned, or transported in, on, from, or across the Property;
 2. There are not now any underground storage tanks located on the Property, whether presently in service or closed, abandoned, or decommissioned, and no underground storage tanks have been removed from the Property in a manner not in compliance with applicable federal, state, and local laws, regulations and requirements;
 3. Grantor and the Property are in compliance with all federal, state, and local laws, regulations, and requirements applicable to the Property and its use;
 4. There is no pending or threatened litigation in any way affecting, involving, or relating to the Property; and
 5. No civil or criminal proceedings or investigations have been instituted at any time or are now pending, and no notices, claims, demands, or orders have been received, arising out of any violation or alleged violation of, or failure to comply with, any federal, state, or local law, regulation, or requirement applicable to the Property or its use, nor do there exist any facts or circumstances that Grantor

might reasonably expect to form the basis for any such proceedings, investigations, notices, claims, demands, or orders.

- d. **Control.** Nothing in this Easement Agreement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in Grantee to exercise physical or managerial control over the day-to-day operations of the Property, or any of Grantor's activities on the Property, or otherwise to become an operator with respect to the Property within the meaning of The Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), and the California Environmental Quality Act, as amended ("CEQA").
- e. **Hold Harmless.** Grantor hereby releases and agrees to hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively "Indemnified Parties") from and against any and all liabilities, penalties, fines, charges, costs, losses, damages, expenses, causes of action, claims, demands, orders, judgments, or administrative actions, including, without limitation, reasonable attorney's fees, arising from or in any way connected with: (a) 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 the cause, unless due to the negligence of any of the Indemnified Parties; (2) the violation or alleged violation of, or other failure to comply with any state, federal, or local law, regulation, or requirement, including, without limitation, CERCLA and CEQA by any person other than any of the Indemnified Parties, in any way affecting, involving, or relating to the Property; (3) the presence of release in, on, from, or about the Property, at any time, or any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, unless caused solely by any of the Indemnified Parties; and (4) the obligations, covenants, representations, and warranties of Paragraphs 8c above.

9. Extinguishment and Condemnation.

- a. **Condemnation.** If all or any part of the Easement Area is taken by exercise of the power of eminent domain, or acquired by purchase in lieu of condemnation, so as to terminate this Easement in whole or in part, Grantor and Grantee shall act jointly to recover the full value of their respective interests in the Property so taken or purchased, and all direct or incidental damages resulting therefrom. Condemnation awards and/or payments shall be the property of Grantor, whether such award shall be made as compensation for diminution in the value of the Property, the value of the part taken, or for severance damages. If only a portion of the Easement Area is subject to such exercise of eminent domain, this Conservation Easement shall remain in effect as to all other portions of the Easement Area.

- b. Extinguishment.** If circumstances arise in the future that 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, and the amount of the compensation to which Grantee shall be entitled from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishments, shall be determined, unless otherwise provided by California law at the time, in accordance with Paragraph 9.c. below, Valuation. Grantee may use any proceeds received under the circumstances described in this paragraph in a manner consistent with its conservation purposes, which are exemplified by this Conservation Easement.
- c. Valuation.** The easement constitutes a real property interest immediately vested to Grantee. For the purpose of Paragraph 9.b. herein, Extinguishment, the parties stipulate that this easement has a fair market value determined by multiplying (a) the fair market value of the Property unencumbered by the easement (minus any increase in value attributable to improvements made after the date of this Conservation Easement) by (b) the ratio of the value of the Conservation Easement to the value of the property, unencumbered by the easement; provided, that Grantor and Grantee agree that such ratio shall not be less than _____, which is the ratio determined by an appraisal approved by the Parties as of the time of the granting of this Conservation Easement.
- 10. Amendment.** If circumstances arise under which an amendment to, or modification of, this Easement Agreement would be appropriate, Grantor and Grantee are free to jointly amend this Easement Agreement; provided that no amendment shall be allowed that will affect the qualification of this Easement or the status of the Grantee under any applicable laws, including Sections 501c.3. and 170h of the Internal Revenue Code, and any amendment shall be consistent with the purpose of this Easement and shall not affect its perpetual duration. Any such amendment shall be recorded in the offices of Mariposa County.
- 11. Grantee Assignment or Transfer of Easement.** Upon receipt of prior written consent by Grantor, which consent shall not be unreasonably withheld, Grantee may transfer the Easement created by this Easement Agreement to (1) any public agency authorized to hold interests in real property as provided in Section 815.3 of the Civil Code of California; or (2) any private nonprofit organization that, at the time of transfer, is a "qualified organization" under Section 170(h) of the U.S. Internal Revenue Code and under Section 815.3(a) of the Civil Code of California. In selecting an appropriate transferee entity, preference will be given to a qualified agency or organization with a conservation purpose that this grant is intended to advance and carry forth, which has board, staff, or consultants with practical management experience, and which agency or organization expressly agrees to assume the responsibility imposed on Grantee by this Conservation Easement. If such agency or organization cannot be found, or is not suitable for any reason, then another qualified agency or organization, which expressly agrees to assume the responsibility imposed on the Grantee by this Conservation Easement may be

selected. Grantor shall be provided notice of any proposed transfer, information about proposed transferee(s), and opportunity for input. If more than one qualified agency or organization meets the foregoing criteria and are equally capable of affecting the conservation purposes of this Conservation Easement, Grantor may select the organization, which shall be the transferee.

If Grantee ever ceases to exist or no longer qualified under Section 170(h) of the U.S. Internal Revenue Code, or applicable state law, a court of competent jurisdiction shall transfer this Conservation Easement to another qualified organization having substantially similar purposes that agrees to assume the responsibilities imposed by Grantee by this Conservation Easement, provided that Grantor shall be provided notice of and an opportunity to participate in the court proceedings.

12. Grantor Transfer of the Easement Area. Any time the Easement Area itself or any interest in it is transferred by Grantor to any third party, Grantor shall notify Grantee in writing prior to the transfer of the Easement Area, and the deed of conveyance shall expressly refer to this Conservation Easement. Failure to notify Grantee or include the required reference to this Conservation Easement in the deed shall not affect the continuing validity and enforceability of this Conservation Easement.

13. Estoppel Certificates.

- a. Upon request by Grantor, Grantee shall within ten (10) days 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 compliance with any obligation of Grantor contained in this Easement or otherwise evidences the status of this Easement. Such certification shall be limited to the condition of the Property as of Grantee's most recent inspection. If Grantor requests more current documentation, Grantee shall conduct an inspection, at Grantor's expense, within thirty (30) days of receipt of Grantor's written request therefore.
- b. If Grantee fails to execute or deliver the Estoppel Certificate within such ten (10) day period, Grantee may execute an Estoppel Certificate stating that: (i) the Easement Agreement is in full force and effect without modification except as may be represented by Grantee; (ii) there are no uncured defaults in the Grantor's performance, and (iii) Grantee shall be estopped from denying the truth of the facts contained in said Certificate.
- c. If Grantor desires to finance, refinance, or sell the Property, or any part thereof, Grantor shall deliver to any potential lender or purchaser designated by Grantor such financial statement, or other documentation, as may reasonably be required by such lender or purchaser, including Grantee's financial statements for the past three (3) years. All such financial statements shall be received by Grantor and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

14. **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 either served personally or sent by United States certified mail, return receipt requested, addressed as follows or such other address as either party from time to time shall designate by written notice to the other:

TO GRANTOR: Albert W. Anderson Living Trust
 38680 Calle de Lobo
 Murrieta, CA 92562
 (909) 677-6013 (phone)
 (909) 600-9007 (fax)
 carlienea@AOL.com

TO GRANTEE: Sierra Foothill Conservancy
 P.O. Box 529
 Prather, CA 93651
 (559) 855-3473 (phone)
 (559) 855-3473 (fax)
sfc@psnw.com

15. **Recordation.** Grantee shall record this instrument in timely fashion in the official records of Mariposa County, California, and may re-record it at any time as may be required to preserve its rights in this Easement.

16. **Grantee Not An Owner, Operator, Or Responsible Party.**

- a. Notwithstanding any other provision herein to the contrary, the Parties do not intend this Conservation Easement to be construed such that it creates or gives the Grantee:
1. the obligations or liability of an "owner" or "operator" as those words are defined and used in environmental laws, as defined below, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 USC Section 9601 et seq. and hereinafter "CERCLA");
 2. the obligations or liability of a person described in 42 USC Section 9607(a)(3) or (4);
 3. the obligations of a responsible person under any applicable Environmental Laws, as defined below;
 4. the right to investigate and remediate any Hazardous Materials, as defined below, associated with the Property or;
 5. any control over Grantor's ability to investigate, remove, remediate, or otherwise clean up any Hazardous Materials associated with the Property.

17. Environmental Provisions.

- a. **Grantor Environmental Warranty.** Grantor warrants that Grantor has no knowledge of a release or threatened release of hazardous substances or wastes on or that could affect the Easement Area and agrees to indemnify, defend, protect and hold Grantee, its directors, officers, employees, agents, and contractors, and their heirs successors, and assigns, harmless from and against all litigation costs, demands, penalties, damages, liability, claims or expenses (including reasonable attorney's fees) arising from or connected with any release of hazardous waste or violation of federal, state, or local environmental laws as a result of or arising out of the activities of Grantor on the Property or any break of this Conservation Easement, unless said release was the result of an action by Grantor or its directors, officers, employees, agents, contractors, and their heirs successors, and assigns.
- b. **Assumption of Environmental Liabilities and Indemnification.** From and after acquisition of the Easement by Grantee or any of Grantee's successors or assigns (whether by operation of law or otherwise), Grantor and Grantor's successors in interest shall be solely responsible for and agree, jointly and severally: (a) to assume all past, present and future liabilities, whether known and unknown and whether now existing or hereafter discovered, arising out of and related to environmental conditions of whatsoever kind or nature on, under or affecting the Property, including, without limitation, with respect to the presence or release of Hazardous Substances; and (b) to indemnify, protect and defend with counsel acceptable to Grantee and its directors, officers, employees and agents (the "Indemnified Parties") harmless from and against any claims (including, without limitation, third party claims for personal injury or death, damage to property or diminution in value of property), actions administrative proceedings (including informal proceedings), judgments, damages, punitive damages, penalties, fines costs, liabilities (including sums paid in settlements of claims), remedial action, compliance requirements, enforcement and clean-up actions of any kind, interest or losses, attorneys' fees (including any fees and expenses incurred in enforcing this indemnity), consultant fees, and expert fees that arise directly or indirectly from or in connection with: (i) the presence, suspected presence or Release of any Hazardous Substance whether into the air, soil, surface water or groundwater of or at the Property; (ii) any violation or alleged violation of Environmental Law affecting the Property, whether occurring prior to or during Grantee's ownership of the Property and whether caused or permitted by Grantor or any person other than Grantor; (iii) any claim or defense by Grantor or any third party that any Indemnified Party is liable as an "owner" or "operator" of the Property under any Environmental Law; or (iv) any breach of the representations and warranted set forth herein.
- c. **Definitions.**
 1. The term "Environmental Law" shall include, but shall not be limited to, each statute named or referred to below, and all rules and regulations there-under, and any other local, state and/or federal laws, ordinances, rules, regulations, orders and decrees, whether

currently in existence or hereafter enacted, which govern (i) the existence, cleanup and/or remedy of contamination or pollution on property; (ii) the protection of the environment from soil, air or water contamination or pollution, or from spilled, deposited or otherwise emplaced contamination or pollution; (iii) the emission or discharge of Hazardous Substances into the environment; (iv) the control of Hazardous Substances; or (v) the use, generation, transport, treatment, removal or recovery of Hazardous Substances.

2. The term "Release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing of any Hazardous Substance into the environment (including, without limitation, the continuing migration of Hazardous Substances into, onto or through the soil, surface water, or groundwater, and the abandonment or discarding of barrels, containers, and other receptacles containing any Hazardous Substance), whether caused by, contributed to, permitted by, acquiesced to or known to Grantor or Grantor's predecessors or successors in interest.
3. The term "Hazardous Substance" shall mean (a) any oil, flammable substance, explosives, radioactive materials, hazardous wastes or substances, toxic wastes or substances or any other wastes, materials or pollutants which (i) pose a hazard to the Property or to persons on or about the Property or (ii) cause the Property to be in violation of any Environmental Law; (b) asbestos in any form which is, or could become friable, urea formaldehyde foam insulation, transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls, or radon gas; (c) any chemical, material or substance defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous material", "extremely hazardous waste", "restricted hazardous waste", or "toxic substances" or words of similar import under any applicable local state or federal law or under the regulations adopted or publications promulgated pursuant thereto including the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 USC section 9601, et seq.; the Resource Conservation and Recovery Act ("RCRA"), 42 USC section 6901, et seq.; the Hazardous Materials Transportation Act, 49 USC section 1801, et seq.; the Federal Water Pollution Control Act, 33 USC section 1251, et seq.; the California Hazardous Waste Control Law ("HWCL"), Cal. Health & Safety section 25100, et seq., Hazardous Substance Account Act ("HSAA"), Cal. Health & Safety Code section 25300, et seq., the Porter-Cologne Water Quality Control Act (the "Porter-Cologne Act"), Cal. Water Code section 13000, et seq., the Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65); Title 22 of the California Code of Regulations, Division 4, Chapter 30; (d) any other chemical, material or

substance, exposure to which is prohibited, limited or regulated by any governmental authority or may or could pose a hazard to the health and safety of the occupants of the Property or the owners and/or occupants of property adjacent to or surrounding the Property, or any other person coming upon the Property or adjacent property; and (e) any other chemical, materials or substance which may or could pose a hazard to the environment.

4. The term "Reportable Use" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that required a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Property of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Property or neighboring Properties.
- d. Notwithstanding the above, Grantor may use any ordinary and customary herbicide reasonably required to be used in the normal course of Permitted Uses, so long as such use is in compliance with all applicable requirements, is not a Reportable Use, and does not expose the Property or neighboring property to any meaningful risk of contamination or damage or expose Grantor to any liability therefore. In addition, Grantee may condition its consent to any Reportable Use upon receiving such additional assurances as Grantee reasonably deems necessary to protect itself, the public, the Property and/or the environment against damage, contamination, injury and/or liability.

18. Perpetual Duration. The easement created by this instrument shall be a servitude running with the land in perpetuity. Every provision of this Conservation Easement that applies to Grantor and Grantee shall also apply to and be binding upon their respective agents, heirs, executors, administrators, successors and assigns.

19. 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.** Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to affect the purpose of this Easement and the policy and purpose of California Civil Code Sections 815-816. If any provision in this instrument is bound to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.
- 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

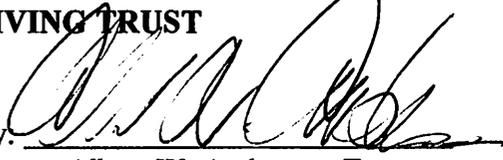
circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected hereby.

- d. **Entire Agreement.** This instrument 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 10.
 - e. **No Forfeiture.** Nothing contained herein will result in the forfeiture or reversion of Grantor's title in any respect.
 - f. **Joint Obligations.** The obligations imposed by this Easement upon Grantor shall be joint and several.
 - g. **Successors.** 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 personal 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 their personal representatives, heirs, successors, and assigns, and the above-named Grantee and its successors and assigns.
 - h. **Termination of Rights and Obligations.** A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.
 - i. **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.
 - j. **Counterparts.** The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.
 - k. **Permission.** Whenever permission, consent or approval ("Permission") is required pursuant to this Conservation Easement, such permission shall be obtained in advance and in writing signed by the party from whom permission is to be obtained. Whether permission should be granted or denied shall be determined based upon the purposes of this Conservation Easement, and shall not be unreasonably withheld.
20. **Effective Date.** The Conservation Easement is effective as of the date of the last signature executed below, or upon recordation in the Official Records of the county identified above, if any signature is inadvertently undated.

Agreed to and Executed by:

GRANTOR:

**THE ALBERT W. ANDERSON
LIVING TRUST**

By: 
Albert W. Anderson, Trustee
Dated: 12/30/03

GRANTEE:

**SIERRA FOOTHILL CONSERVANCY,
a non-profit California Corporation**

By: 
Print Name: Charles E. Peck
Its: Executive Director
Dated: 12/30/03

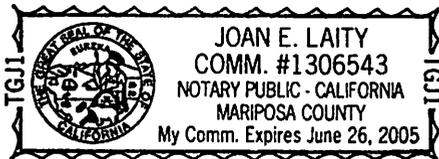
By: _____
Print Name: _____
Its: _____
Dated: _____

(Add notary acknowledgments)

State of California
County of Mariposa

On December 30, 2003 before me, JOAN E. LAITY, Notary Public, personally appeared Albert W. Anderson and
Charles E. Peck personally known to me (or proved on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed in the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Joan E. Laity
 Joan E. Laity

EXHIBIT AThe Property

ALL THAT REAL PROPERTY SITUATED IN THE COUNTY OF MARIPOSA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

The Southwest Quarter of the Southeast Quarter of Section 28, Township 4 South, Range 19 East, M.D.B. & M.

The East Half of the Northwest Quarter; the West half of the Northeast Quarter; the Northeast Quarter of the Southwest Quarter; and the Southeast Quarter of Section 33, Township 4 South, Range 19 East, M.D.B. & M.

The West half of the Southwest Quarter of Section 34, Township 4 South, Range 19 East , M.D.B. & M.

Lots 1, 2, 3, 4, 6 and the East Half of Lot 5 of Section 2, Township 5 South, Range 19 East, M.D.B. & M.

All of the above described property is also known as the CLARK VALLEY TRACT.

WITNESSETH

That

ALL THAT REAL PROPERTY SITUATED IN THE COUNTY OF MARIETTA, STATE OF GEORGIA, IS DESCRIBED AS FOLLOWS:

1. A certain lot of land situated in the County of Marietta, State of Georgia, and being a part of the same as shown on the map of the County of Marietta, Georgia, and being more particularly described as follows:

Lot 1 of Block 1 of the subdivision known as the "W. B. Smith Addition" in the County of Marietta, State of Georgia, and being more particularly described as follows:

Containing 0.10 acre, more or less, as shown on the map of the County of Marietta, Georgia, and being more particularly described as follows:

As shown on the map of the County of Marietta, Georgia, and being more particularly described as follows:

TO HAVE AND TO HOLD the above described premises unto the heirs and assigns forever.

27

2039087
SHELDON TR ET AL.
2014841

EXHIBIT B

1
05 AC.
70 N.F.

LIMIT

2291

2185

U.S.A. (8)

380 AC.
Sierra N.F.

34

2388 2185

2382

4
732.98 AC.

L.C.A.
ANDERSON TR.
933039

BUCKINGHAM
SADDLE

ANDERSON

Anderson
09-190-04
L.C.A.

4
10 AC.

U.S.A. (2)
31.95 AC.
B.L.M.

KOLWITZ ET AL
943010

SCHNOOR
166/131
25.4 AC.
DELA
187/22.5

MARTINEZ (22)
40 AC.
163/410

WILLIAMS
53/451
68.35 AC.

2-44
2-44
2-44

9
22.68 AC.
COOPER
2-99/652

LOS CALZO
941827
39.95 AC.

MARTINEZ
164/477
40 AC.

LOS CALZO
930999

10
21.68 AC.

13
40 AC.

11
20.26 AC.
PEPAC

BRASHEARS TR.
257/131

LOS CALZO
972109

31

Buckingham
Min.

END OF DOCUMENT

20

27

80



DEPARTMENT OF FORESTRY AND FIRE PROTECTION

1234 East Shaw Avenue
 FRESNO, CA 93710-7899
 Website: www.fire.ca.gov
 (559) 243-4100



Added to File 3/23/2016 (PE)

March 18, 2016

PATRICK EMMERT
 14408 BUGGY WHIP LANE
 PRATHER, CA 93651-9756

Ref.: Exemption Number: 4-16EX-136-MAR
 County: Mariposa
 Acres: 733 Acre(s)
 Location: Multiple

This letter acknowledges acceptance for a CCR 1038 exemption from plan preparation and submission requirements (PRC 4581) and from the completion report and stocking report requirements (PRC 4585 and 4587) of the Act except no tree that existed before 1800 A.D and is greater than sixty (60) inches in diameter at stump height for Sierra or Coastal Redwoods, and forty-eight (48) inches in diameter at stump height for all other tree species shall be harvested unless done so under the conditions or criteria set forth in subsection 1038 (h).

14 CCR	Exemption Type
1038(a)	Harvesting Christmas Trees
1038(b)	Harvesting dead, dying or diseased trees of any size, fuelwood or split products in amounts less than 10% of the average volume per acre.
1038(c)	Removal of Fire Hazard trees within 150 feet of a Structure.
1038(d)	Substantially Damaged Timberland Unmerchantable as Sawlog
1038(f)	Lake Tahoe Basin Dead or Dying Trees, 20 Acres or Less
1038(g)	Wood Debris and Slash Removal
1038(i)	Forest Fire Prevention
1038(k)	X Drought Mortality; Additional information related to this exemption can be found at the following link: http://goo.gl/NqHY1X
1038(e)	Operations pursuant to an exemption under subsection (c), (d) and (i) may not commence for five working days from the date of the Director's receipt of the Notice of Exemption unless this delay is waived by the Director.
1038.1	This exemption expires: March 16, 2017 . Timber operations shall comply with all operational provisions of the Forest Practice Act and District Forest Practice Rules. In-lieu practices for watercourse and lake protection zones, exceptions to rules, and alternative practices are not allowed.

The **Regional Water Quality Control Boards** (Regional Boards) regulate waste discharges from timber harvest activities. The Regional Boards may have special requirements for timber harvesting conducted under this exemption. Please contact the following with any questions regarding compliance with the California Water Code: **Rene Leclerc, 916-464-4626, Sacramento; Douglas Cushman, 530-542-5419, South Lake Tahoe; and Anthony Toto, 559-445-6278, Fresno.**

NOTE: Your exemption notice may require notification to the Department of Fish and Wildlife (DFW) if the timber operations will substantially divert or obstruct the natural flow of, or substantially change or use any material from the bed, channel, or bank of any river, stream, or lake. Information on the Lake and Streambed Alteration Program and other DFW programs can be found at the following internet address <https://www.wildlife.ca.gov/Conservation/Environmental-Review> OR <https://goo.gl/B5FND2>.

Compliance with all provisions of the Forest Practice Act and rules will be determined by future inspection. For questions regarding the above-referenced exemption number please call, (559) 243-4114.

Sincerely,

John Ramaley, RPF #2504
 Forester III, Cascade, Sierra & Southern Regions
 Forest Practice Manager

Enclosure(s)
 cc: CDF Unit, CDF Forester, LTO, WQ, DFG, BOE, File

KK

RECEIVED

MAR 16 2016

CA. DEPT. OF FORESTRY
RESOURCE MANAGEMENT

DROUGHT MORTALITY EXEMPTION
HARVESTING DEAD OR DYING TREES RELATED TO
DROUGHT FOR FUELWOOD OR SPLIT PRODUCTS
14 CCR § 1038(k)

STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY AND FIRE PROTECTION
NOTICE OF TIMBER OPERATIONS THAT ARE EXEMPT FROM
TIMBER HARVESTING PLAN REQUIREMENTS; RM-73 (§1038(k)) (07/15)

FOR ADMIN. USE ONLY

Ex. # 4-16EX-134
Date of Receipt 3/16/16
Date Expires 3/17/16
3/16/17

VALID FOR ONE YEAR FROM DATE OF RECEIPT BY CAL FIRE

The Director of the Department of Forestry and Fire Protection (CAL FIRE) is hereby notified of timber operations under the requirements of 14 CCR § 1038(k).

The timber owner shall complete this form both pages, then sign on page three.

1. TIMBER OWNER(S) OF RECORD: Name AL ANDERSON

Address 38680 CALLE de LOBO

City MURRIETA State CALIFORNIA Zip 92562 Phone (909) 730-4865

TIMBER TAX NOTICE: Timber owners owe timber yield tax when they harvest trees unless the harvest is exempt (Revenue and Taxation Code sec. 38116). Some small or low value harvests may be exempt from the timber yield tax: timber removed from an operation whose value does not exceed \$3,000 within a quarter, according to BOE Harvest Value Schedules, Rule 1024. If you believe your harvest may qualify for this exemption, please complete items A, B, C, and D below. For timber yield tax information or for further assistance with these questions call the State Board of Equalization, 1-800-400-7115 or write: Timber Tax Section, MIC: 60, State Board of Equalization, P.O. Box 942879, Sacramento, California 94279-0060; or contact the BOE Web Page on the Internet at <http://www.boe.ca.gov>.

A. Circle the option that most closely estimates the total volume for this harvest, in thousands of board feet (mbf - Net Scribner short log):

Under 8 mbf 8-15 mbf 16-25 mbf (Over 25 mbf)

B. Estimate what percentage of timber will be removed during this harvest:

Redwood _____%; Ponderosa/Sugar pine 100%; Douglas-fir _____%; Fir _____%;

Port-Orford Cedar _____%; Cedar (JC, WRC) _____%; Other conifer %: _____; Other hardwood _____%.

C. Fuelwood over 150 cords? Yes _____ No X

2. TIMBERLAND OWNER(S) OF RECORD:

Name AL ANDERSON

Address 38680 CALLE de LOBO

City MURRIETA State CALIFORNIA Zip 92562 Phone (909) 730-4865

I certify, that I am the Timber Landowner of record for the property where harvesting under the exemption will be conducted.

SIGNATURE [Signature] Date 3/16/16

3. LICENSED TIMBER OPERATOR(S):

Name TERRY POSTON dba POSTON LOGGING Lic. No. A-8931 ✓

Address 25670 RICHARDS RANCH ROAD

City SONORA State CALIFORNIA Zip 95370 Phone (209) 532-2428

4. EXPECTED DATE TIMBER OPERATIONS WILL COMMENCE: WILL NOTIFY CALFIRE WITHIN 15 DAY PERIOD

Drought Mortality Exemption

The Timber Operator must notify, by phone or mail, the appropriate **CAL FIRE Review Team Office** within a 15 day period of the actual commencement date for the start of operations.

Designate the legal land description of the location of the timber operation. Attach a 7.5 minute quadrangle or equivalent map showing the location of the timber operation. See Note #7 below for further details.

Section	Township	Range	Base & Meridian	County	Harvest Area Acreage	Assessors Parcel # (Optional)
28, 33, 34	4 S	19E	MDB&M	MARIPOSA		
2	5 S	19E	MDB&M	MARIPOSA	733 TOTAL	

The following are limitations or requirements for timber operations conducted under a Notice of Exemption for harvesting dead or dying trees in response to drought related stress of any size, fuelwood or split products:

1. Timber operations conducted under this notice shall comply with all operational provisions of the Forest Practice Act and District Forest Practice Rules applicable to "Timber Harvest Plan," "THP," and "plan." The requirements to submit a completion and stocking report normally do not apply. The requirements for environmental review under the California Environmental Quality Act (See 14 CCR § 15300.1) also do not apply.
2. Operations pursuant to this exemption may not commence for five (5) working days from the date of the Directors receipt of the Notice of Exemption unless the delay is waived by the Director, after consultation with other state agencies. The Director shall determine whether the Notice of exemption is complete, and if so, shall send a copy of a notice of acceptance to the submitter. If the Notice of Exemption is not complete and accurate, it shall be returned to the submitter and the timber operator may not proceed. If the Director does not act within five days of receipt of the Notice of Exemption, timber operations may commence.
3. Provisions of this exemption supersede the provisions of any other exemptions that are in the same harvest area footprint. In addition to compliance with 14 CCR § 1038.1, and the limitations listed in §1038(b)(1)-(10) apply.
4. For harvest areas greater than twenty (20) cumulative harvest acres per total contiguous ownership, a Registered Professional Forester (RPF) is required to complete and sign the Exemption Notice.
5. Drought related mortality NOT REQUIRING CERTIFICATION BY AN RPF include:
 - Trees currently dead.
 - Trees with fifty (50%) percent or more of the foliage-bearing crown that is dead or fading in color from a normal green to yellow, sorrel, or brown, excluding normal autumn coloration changes, or with evidence of successful bark beetle attacks, through indications of dead cambium and brood development distributed around the circumference of the bole.
6. Drought related mortality REQUIRING A CERTIFICATION BY AN RPF:
 - Trees likely to die due to drought related stress within one (1) year certified by an RPF.
 - Trees (dead or dying) within a watercourse or lake protection zone marked by an RPF prior to operations. 14 CCR § 1038(b)(9)
 - Large old trees not critical for the maintenance of a Late Successional Stand with an explanation and justification from the RPF certifying the tree is dead or likely to die within one year of the date of proposed removal, as determined by the RPF or a certified arborist. 14 CCR § 1038(h)(2)(C).
7. The exemption shall include the requirements per 14 CCR § 1038.2(d) and include the total acreage of the exemption harvest area (as defined in 14 CCR § 895.1), and an enlarged 7½ minute quadrangle map or its equivalent that is not less than one (1) inch equals 1,000 feet showing the location of the harvest area.
 - For harvest areas greater than twenty (20) cumulative harvest acres per total contiguous ownership and REQUIRING an RPF the mapping requirements require the RPF to map the location of timber operations and watercourses, including watercourse classification.
8. On an average retain, for the harvest area, at least one (1) decadent and deformed tree of value to wildlife, snag, and/or dying tree per one (1) acre that is greater than sixteen (16) inches DBH (diameter breast height) and twenty (20) feet tall.
 - Areas exempt from this requirement include: 1. within one hundred (100) feet of a habitable structure. 2. Roads suitable for fire suppression access. 3. Fire suppression ridges. 4. Infrastructure facilities such as transmission lines and towers, or water conveyance and storage facilities.
9. There are special requirements for timber operations conducted in Coastal Commission Special Treatment Areas, the Tahoe Regional

Drought Mortality Exemption

Planning Agency area, and in counties with special rules adopted by the Board of Forestry and Fire Protection. These rules should be reviewed prior to submitting this notice to CAL FIRE.

- 10. This Notice of Exemption is valid for one year from the date of receipt by CAL FIRE.
- 11. A timber operator with a valid state license must be designated upon submission of this notice.

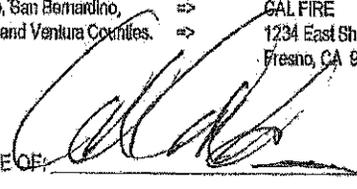
The following suggestions may help ensure your compliance with the Forest Practice Rules:

- 1. Timber owners, timberland owners and timber operators should obtain and review copies of the Forest Practice Rules pertaining to the Notice of Exemption. Copies may be obtained from BARCLAYS LAW PUBLISHERS, P.O. BOX 3066, SO. SAN FRANCISCO, CA, 94080, or from CAL FIRE, Forest Practice Section, P.O. BOX 944246, Sacramento, CA 94244-2460; or from. The CAL FIRE Web page at: http://calfire.ca.gov/resource_mgmt/resource_mgmt_forestpractice_pubsmemos_pubs.php
- 2. Contact the nearest CAL FIRE office listed below for questions regarding the use of this notice.

FILE THIS NOTICE WITH THE CAL FIRE OFFICE BELOW FOR THE COUNTY IN WHICH THE OPERATION WILL OCCUR:

Alameda, Colusa, Contra Costa, Del Norte Humboldt, Lake, Marin, Mendocino, Napa, San Mateo, Santa Clara, Santa Cruz, Solano, Sonoma, western Trinity and Yolo Counties.	⇒ ⇒	Forest Practice Program Manager CAL FIRE 135 Ridgway Avenue Santa Rosa, CA 95401
Butte, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sutter, Tehama, eastern Trinity and Yuba Counties.	⇒ ⇒	Forest Practice Program Manager CAL FIRE 6105 Airport Road Redding, CA 96002
Alpine, Amador, Calaveras, El Dorado, Fresno, Imperial, Inyo, Kern, Los Angeles, Madera, Mariposa, Merced, Mono, Monterey, Orange, Riverside, San Benito, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, Stanislaus, Tuolumne, Tulare, and Ventura Counties.	⇒ ⇒ ⇒	Forest Practice Program Manager CAL FIRE 1234 East Shaw Avenue Fresno, CA 93710

SIGNATURE OF THE TIMBERLAND OWNER OR AGENT THERE OF:



Date: 3/16/16

Printed Name: AL ANDERSON Title: OWNER
 Address 38680 CALLE de LOBO
 City MURRIETA State CALIFORNIA Zip 92562 Phone (909) 730-4855

RPF CERTIFICATION IF HARVESTING IS PROPOSED ON TWENTY (20) CUMULATIVE ACRES OR MORE:

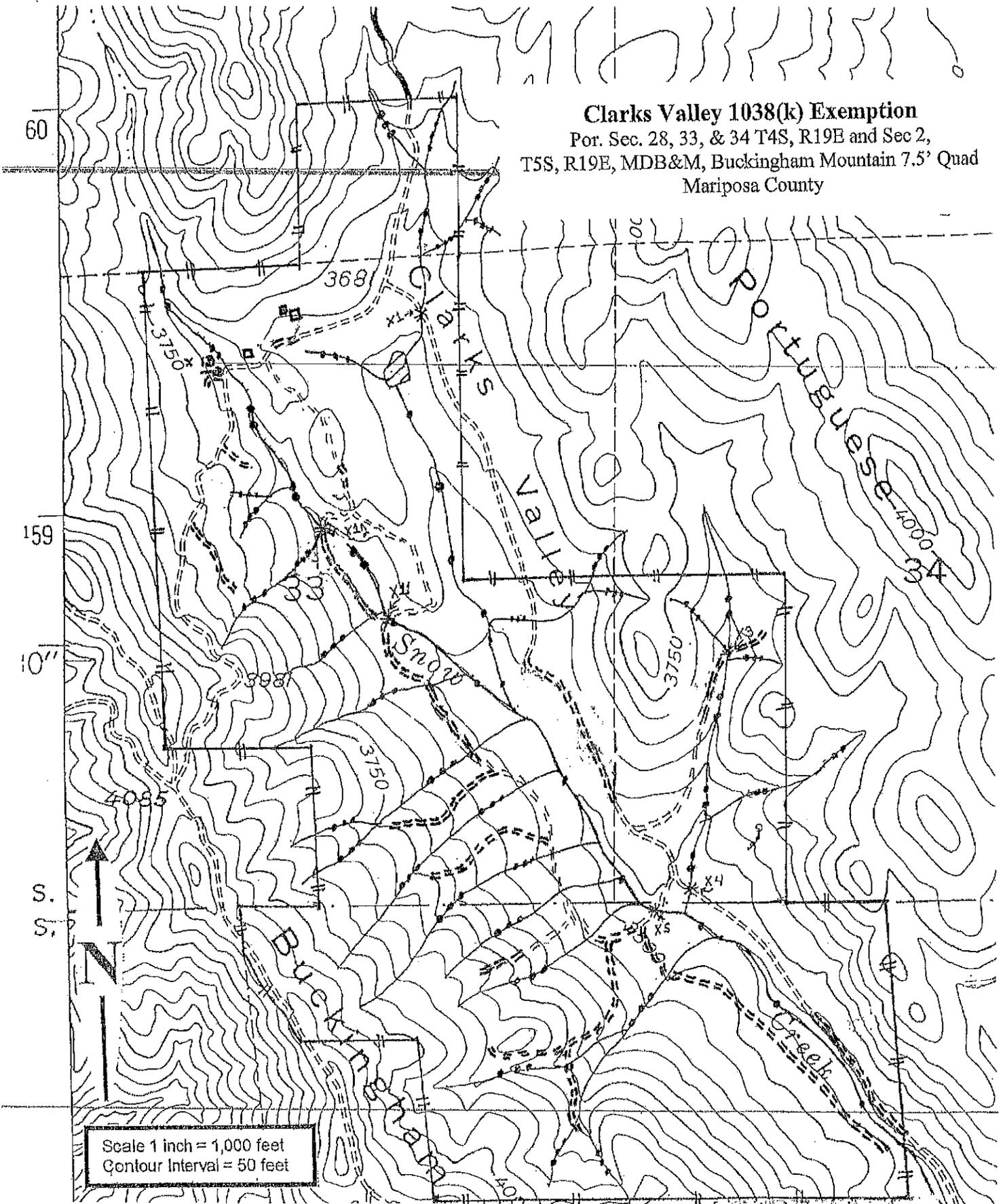
In the professional judgement of the RPF, no conditions were identified where operations conducted in compliance with the rules of the Board would reasonably result in significant adverse impacts.

Registered Professional Forester (RPF): PATRICK EMMERT Lic. No. 1839 Date: MARCH 16, 2016

Address 14408 BUGGY WHIP LANE
 City PRATHER State CALIFORNIA Zip 93651 Phone (559) 240-7849

Signature: 

Clarks Valley 1038(k) Exemption
 Por. Sec. 28, 33, & 34 T4S, R19E and Sec 2,
 T5S, R19E, MDB&M, Buckingham Mountain 7.5' Quad
 Mariposa County



Scale 1 inch = 1,000 feet
 Contour Interval = 50 feet

Legend

- | | | | |
|--|----------------------|--|-----------------------|
| | Exemption Boundary | | Permanent Road |
| | Seasonal Road | | Class I Watercourse |
| | Class II Watercourse | | Class III Watercourse |
| | Class IV Pond | | Truck Crossing |

4.

1038(K) – Anderson Trust – 733-acres within Sections 28, 22, 24, T4S, R19E, and Section 2, T5S, R19E, MDB&M – Buckingham Mountain Quadrangle Map – Mariposa County

- 1.
 2. The property is fully accessed with existing seasonal and tractor roads. There are no unstable areas on the property. The property was last logged in the 2015. Bark beetles have impacted the ponderosa pine timber stand.
 3. Compliance with 1038.1 and Limitations listed in 1038(b) (1)-(10) apply:
 - (1) No tractor operations on slopes greater than 50%.
 - (2) No construction of new tractor roads on slopes greater than 40%.
 - (3) No Special Treatment Areas
 - (4) No slides or unstable areas
 - (5) No new road construction or reconstruction needed
 - (6) No heavy equipment operation within the standard width of WLPZ, except road maintenance
 - (7) No known sites of rare, threatened or endangered plants or animals on the plan area
 - (8) No timber operations within buffer zone of a sensitive species
 - (9) Only harvesting of dead or dying trees within WLPZ
 - (10) No timber operations on any site that satisfies the criteria for a significant archaeological or historical site.
 4. For harvest areas greater than 20-acres, a RPF must sign the Exemption
 5. Drought related mortality trees
 6. Drought related mortality trees requiring certification by RPF
 7. A map with 1" equal 1000-feet is required; watercourses identified and classified
- Standard Watercourse Protection Measures
- | Class I Watercourse (Snow Creek) | | Class II | Class III | |
|----------------------------------|----------|----------|-----------|---------|
| <30% | 75-feet | 50-feet | <30% | 25-feet |
| 30%-50% | 100-feet | 75-feet | >30% | 50-feet |
| >50% | 150-feet | 100-feet | | |
8. On an average, retain for the harvest area at least one (1) decadent and deformed tree of value to wildlife, snag, and/or dying tree per acre that is greater than 16" DBH and 20-feet tall.
 9. NA
 10. Exemption valid for one (1) year
 11. Valid LTO required



DEPARTMENT OF FORESTRY AND FIRE PROTECTION

P.O. Box 944246
 SACRAMENTO, CA 94244-2460
 Website: www.fire.ca.gov
 (916) 653-7772



April 27, 2015

ALBERT W ANDERSON
 38680 CALLE DE LOBO
 MURRIETA, CA 92562

Re: Emergency Number : 4-15EM-021-MAR
 County : Mariposa
 Acres : 733 Acre(s)
 Location : S28, 33, 34 T4S, R19E; S2, T5S, R19E

This letter will acknowledge receipt of your Emergency Notice as described above which was submitted pursuant to Section 1052, 14CCR. Your request was received in this office on April 27, 2015.

You may proceed with the removal of trees that are damaged, dead, and under attack by insects however **COMPLIANCE WITH ALL PROVISIONS OF THE FOREST PRACTICE REGULATIONS WILL BE REQUIRED AS DETERMINED BY FUTURE INSPECTIONS. OPERATIONS DURING THE WINTER PERIOD REQUIRE WINTER OPERATION PLANS.**

If operations are to extend beyond the 120-day period, said operation must be covered by a Timber Harvesting Plan filed at this office. Since a Plan can take as long as 35 days to file, it may be advisable for you to proceed immediately with Plan filing. A Work Completion and/or Stocking Report (RM-71) is required as per regular harvesting operation.

The Regional Water Quality Control Boards (Regional Boards) are responsible for regulating waste discharges from timber harvest activities that could affect the quality and beneficial uses of waters. The Regional Boards may have special requirements for timber harvesting activities conducted under this notice. In order to ensure compliance with the California Water Code, the following Regional Board staff may be contacted for questions:

Marty Hartzell – 916-464-4630
 Regional Water Quality Control Board – Sacramento

Anthony Toto – 559-445-6278
 Regional Water Quality Control Board - Fresno

Douglas Cushman – 530-542-5419
 Lahanton Water Quality - South Lake Tahoe

This Emergency expires **April 26, 2016.**

Sincerely,

John Ramaley, RPF #2504
 Review Team Chair
 Forester II, Sierra & Southern Forest Practice Manager

Enclosure(s)
 Cc: CDF Unit/Forester/LTO /RPF/State Board/File

02/25/15

NOTICE OF EMERGENCY TIMBER OPERATIONS
STATE OF CALIFORNIA, DEPARTMENT OF FORESTRY AND FIRE PROTECTION
NOTICE OF TIMBER OPERATIONS THAT ARE EXEMPT
FROM TIMBER HARVESTING PLAN REQUIREMENTS RM-87 (1/1/10)

RECEIVED

APR 28 2015

CA. DEPT. OF FORESTRY
RESOURCE MANAGEMENT

FOR ADMIN. USE ONLY

EM. # 4-15EM-021-MAR
Date of Receipt 4/27/2015
Date Accepted by CAL FIRE 4/27/2015
Date Expires 4/20/2016

VALID FOR ONE YEAR FROM DATE ACCEPTED BY CAL FIRE.
OPERATIONS CANNOT COMMENCE FOR FIVE WORKING DAYS FROM DATE OF RECEIPT AND A
NOTICE OF ACCEPTANCE IS RECEIVED FROM CAL FIRE

The Director of the Department of Forestry and Fire Protection (CAL FIRE) is hereby notified of timber operations under the requirements of PRC § 4592 and 14 CCR §§ 1052-1052.3 to remove timber on an emergency basis. The registered professional forester (RPF) should complete items 1-7 and shall sign the Declaration of Emergency on page two. The timber owner must sign the declaration of intent to pay the yield tax in item 1.

1. TIMBER OWNER(S) OF RECORD: Name ALBERT W. ANDERSON LIVING TRUST
Address 38680 CALLE de LOBO
City MURRIETA State CA Zip 92562 Phone (909) 730-4855

TIMBER TAX NOTICE: The timber owner is responsible for payment of a yield tax and must complete the following declaration: *I declare, under penalty of perjury, that any applicable timber yield taxes will be paid, pursuant to Section 38115 of the Revenue and Taxation Code* (complete the signature below). **TIMBER TAX EXEMPTION:** Timber owners owe timber yield tax when they harvest trees unless the harvest is exempt (Revenue and Taxation Code sec. 38116). Some small or low value harvests may be exempt from the timber yield tax: timber removed from an operation whose value does not exceed \$3,000 within a quarter, according to BOE Harvest Value Schedules, Rule 1024. If you believe your harvest may qualify for this exemption, please complete items A, B, C, and D below. For timber yield tax information or for assistance with these questions call 1-800-400-7115, or write: Timber Tax Section, MIC: 60, State Board of Equalization, P.O. Box 942879, Sacramento, CA 94279-0060; or see the BOE Web Page on the Internet <http://www.boe.ca.gov>.

A. Circle the option that most closely estimates the total volume for this harvest, in thousands of board feet (mbf - Net Scribner short log):

Under 8 mbf 8-15 mbf 16-25 mbf Over 25 mbf

B. Estimate what percentage of timber will be removed during this harvest:

Redwood _____%; Ponderosa/Sugar pine 90%; Douglas-fir _____%; Fir 10%;
Port-Orford Cedar _____%; Cedar (NO WRC) _____%; Other conifer _____%; Other hardwood _____%.

C. Fuelwood over 150 cords? Yes _____ No _____ D. Christmas trees over 3,000 lineal feet? Yes _____ No _____

SIGNATURE OF TIMBER OWNER: [Signature] Date 4/28/15

2. TIMBERLAND OWNER(S) OF RECORD: Name ALBERT W. ANDERSON LIVING TRUST
Address 38680 CALLE de LOBO
City MURRIETA State CA Zip 92562 Phone (909) 730-4855

3. LICENSED TIMBER OPERATOR(S): Name MATTHEW NOTTNAGEL, dba NOTTNAGEL INDUSTRIES Lic. No. A-11099
Address P.O: BOX 1061
City IONE State CA Zip 95640 Phone (209) 256-9484

- 4. Describe the nature of the emergency and the need for immediate harvesting of trees. Include the specific conditions that constitute the emergency, its cause, extent and reason for the immediate commencement of timber operations (attach additional pages if needed): Bark beetles have killed and infested timber on the property. Immediate harvesting of dead, dying, and infested trees is needed to salvage timber prior to loss of volume and value, as well as attempt to reduce the growing population of bark beetles that continue to increase due to the ongoing drought.
- 5. Describe the harvesting method to be followed: SALVAGE HARVEST OF DEAD, DYING, & INFESTED TREES BY TRACTOR/SKIDDER METHOD.
- 6. Provide the expected dates of commencement UPON APPROVAL OF NOTICE and completion 1-YEAR FROM APPROVAL of timber operations.

NOTICE OF EMERGENCY TIMBER OPERATIONS, Page Two

7. Designate the legal land description of the location of the timber operation. Attach a map of suitable scale showing the location of the timber operation, the logging area, roads and watercourses by class. It would be helpful to include a USGS 7.5 minute quadrangle or equivalent map, describe the access route to the timber operation so that it can be easily located, and/or include an assessor's parcel map for small areas.

Section	Township	Range	Base & Meridian	County	Logging Area Acreage (Estimated)	Assessors Parcel # (Optional)
28 & 33	4 South	19 East	MDB&M	Mariposa	400-acres	
34	4 South	19 East	MDB&M	Mariposa	80-acres	
2	5 South	19 East	MDB&M	Mariposa	263-acres	
					733-acres Total	

The following are limitations or requirements for timber operations conducted under a Notice of Emergency Timber Operations (Notice, Notice of Emergency, or Emergency Notice):

1. This notice must be submitted to and received by CAL FIRE at one of the offices listed below. Timber operations may not commence for five working days after receipt by CAL FIRE unless waiting period is waived by the Director of CAL FIRE.
2. 14 CCR §§ 885.1 and 1052.1 define and list emergency conditions. Citing or paraphrasing of these sections does not satisfy the requirements of 14 CCR § 1052.2. The registered professional forester (RPF) preparing the notice must accomplish the following to substantiate the emergency. Describe the nature of the emergency, and the need for immediate cutting in sufficient detail so the reason for the emergency is clear. When the emergency is classified as financial, the following questions must be answered: What is the reason the timber has previously been inoperable or unmerchantable? Why is the harvest opportunity not economically feasible for more than one year? Why do the operations have only minimal impact on timberland resources? The financial emergency described in 14 CCR § 1052.1 means financial loss of timber and not loss of profit. Financial loss requires a loss of timber resource.
3. Timber operations conducted under this notice must meet minimum stocking standards at the completion of operations. The timber operations shall also comply with all operational provisions of the Forest Practice Act and District Forest Practice Rules applicable to "Timber Harvesting Plan," "THP," and "plan." The requirements to submit a completion and stocking report apply. 14 CCR § 1052 describes how exceptions to the rules for non-financial emergencies can be addressed. If this is a financial emergency the conditions specified in 14 CCR § 1033 (b)(1)-(10) must be met.
4. The RPF preparing the emergency notice must sign the declaration of emergency and the timber owner must sign the declaration of intent to pay the Timber Yield Tax (PRC § 4692).
5. This Notice of Emergency is valid for one year from the date accepted by CAL FIRE. If timber operations are to extend beyond the one-year period, such operations must be described in an approved timber harvesting plan. If there is any doubt that a timber operation will not be completed in one year, a THP should be submitted to CAL FIRE early during the one-year operating period.
6. A timber operator with a valid state license must be designated upon submission of this notice.

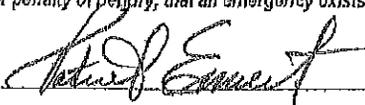
The following suggestions may help ensure your compliance with the Forest Practice Rules:

1. Timber owners, timberland owners and timber operators should obtain and review copies of the Forest Practice Rules pertaining to the Notice of Emergency. Copies may be obtained from BARCLAYS LAW PUBLISHERS, P.O. BOX 3066, SO. SAN FRANCISCO, CA, 94080, or from CAL FIRE, Forest Practice Section, P.O. BOX 944246, Sacramento, CA 94244-2400; or from CAL FIRE's Web Page on the Internet at <http://www.fire.ca.gov>.
2. Contact the CAL FIRE office listed below for questions regarding the use of this notice.

FILE THIS NOTICE WITH THE CAL FIRE OFFICE BELOW FOR THE COUNTY IN WHICH THE OPERATION WILL OCCUR:

Alameda, Colusa, Contra Costa, Del Norte-Humboldt, Lake, Marin, Mendocino, Napa, San Mateo, Santa Clara, Santa Cruz, Solano, Sonoma, western Trinity and Yolo Counties.	=>	Forest Practice Program Manager CAL FIRE 135 Highway Avenue Santa Rosa, CA 95401
Butte, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Shasta, Siskiyou, Sutter, Tehama, eastern Trinity and Yuba Counties.	=>	Forest Practice Program Manager CAL FIRE 6105 Airport Road Redding, CA 96002
Alpine, Amador, Calaveras, El Dorado, Fresno, Imperial, Inyo, Kern, Los Angeles, Madera, Mariposa, Merced, Mono, Monterey, Orange, Riverside, San Benito, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, Stanislaus, Tuolumne, Tulare, and Ventura Counties.	=>	Forest Practice Program Manager CAL FIRE 1234 East Shaw Avenue Fresno, CA 93710

I declare, under penalty of perjury, that an emergency exists requiring immediate timber harvesting activities within the meaning of 14 CCR §§ 1052.1-1052.3:

RPF Signature:  Lic. No. 1039 Date April 17, 2015

RPF Printed Name: PATRICK EMMERT Phone (569) 210-7049

Address 14408 BUGGY WHIP LAND City PRATHER State CA Zip 93651

FOR ADMIN. USE ONLY
Amendments-date & S or M

FOR ADMIN. USE ONLY

**NONINDUSTRIAL TIMBER
MANAGEMENT PLAN**

NTMP # N-4-04-1

- 1. _____ 7.
- 2. _____ 8.
- 3. _____ 9.
- 4. _____ 10.
- 5. _____ 11.
- 6. _____ 12.

RESOURCE MANAGEMENT

STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY
AND FIRE PROTECTION
RM - 68 (Re-CALIF)

FEB 20 2004

RESOURCE MANAGEMENT
CALIF. DEPARTMENT OF FORESTRY
SIERRA SOUTH HEADQUARTERS
MAR 22 2004
Date Rec'd
Date Filed
Date Approved

02-20-04

RESUBMITTED 3/22/04

6-01-04

CALIF. DEPARTMENT OF FORESTRY
SIERRA SOUTH HEADQUARTERS

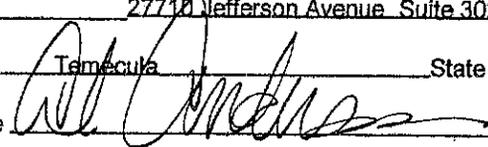
NTMP Name:

(In the CDF FPS, this is "THP Description")

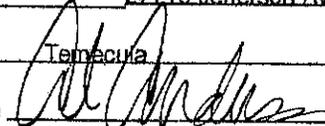
This Nonindustrial Timber Management Plan (NTMP) form, when properly completed, is designed to comply with the Forest Practice Act (FPA) and Board of Forestry and Fire Protection rules. If financial assistance is requested to cover some of the expenses of the NTMP, contact the local CDF Forestry Assistance Specialist prior to preparation of the NTMP. See separate instructions for information on completing this form. NOTE: The form must be printed legibly in ink, typewritten, or electronically printed. The NTMP is divided into six sections. If more space is necessary to answer a question, continue the answer at the end of the appropriate section of your NTMP. However, if writing an electronic version, insert additional space for your answer. Distinguish answers from questions by font change, bold or underline.

SECTION I - GENERAL INFORMATION

This NTMP conforms to my/our plan and upon approval, I/we agree to conduct harvesting in accordance therewith. Consent is hereby given to the Director of Forestry and Fire Protection, and his or her agents and employees, to enter the premises to inspect timber operations for compliance with the Forest Practice Act and Forest Practice Rules.

1. **TIMBER OWNER(S) OF RECORD:** Name Al Anderson
 Address 27710 Jefferson Avenue Suite 302
 City Tamécula State CA Zip 92590 Phone (609) 676-6148
 Signature  Date _____

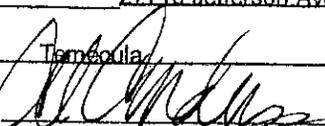
NOTE: The timber owner is responsible for payment of a yield tax. Timber Yield Tax information may be obtained at the Timber Tax Division, State Board of Equalization, P.O. Box 942879, Sacramento, California 94279-0060; phone 1-800-400-7116; BOE Web Page at [http:// www.boe.ca.gov](http://www.boe.ca.gov).

2. **TIMBERLAND OWNER(S) OF RECORD:** Name Al Anderson
 Address 27710 Jefferson Avenue Suite 302
 City Tamécula State CA Zip 92590 Phone (609) 676-6148
 Signature  Date _____

3. **LICENSED TIMBER OPERATOR(S):** Name Not Known At This Time Lic. No. _____
 Address _____
 City _____ State _____ Zip _____ Phone _____

NOTE: If LTO is not known upon plan submission, submit information in a Notice of Timber Operations as per 14 CCR 1090.7.

Signature _____ Date _____

4. **PLAN SUBMITTER(S):** Name Al Anderson
 Address 27710 Jefferson Avenue Suite 302
 City Tamécula State CA Zip 92590 Phone (609) 676-6148
 Signature  Date _____

5. a. If LTO is not present on-site, list person to contact on-site who is responsible for the conduct of the operation. If unknown, so state, but name must be included on each Notice of Timber Operations or amended into NTMP.

Name Not known at this time

Address _____

City _____ State _____ Zip _____ Phone _____

- b. Yes No Will the timber operator be employed for the construction and maintenance of roads and landings during conduct of timber operations? If no, who is responsible?

- c. Who is responsible for erosion control maintenance after timber operations have ceased and until certification of the Work Completion Report? If not the LTO, then a written agreement must be provided per 14 CCR 1050 (c).

The LTO shall be responsible

6. Expected date of commencement of timber operations, which in addition will require filing a Notice of Timber Operations: date of NTMP conformance, or _____(date)

7. The timber operation will occur within the:
- COAST FOREST DISTRICT The Tahoe Regional Planning Authority Jurisdiction
 Southern Subdistrict of the Coast F.D. A County with Special Regulations, identify:
- SOUTHERN FOREST DISTRICT Coastal Zone, no Special Treatment Area.
 High use subdistrict of the Southern F.D. Special Treatment Area(s), type and identify:
- NORTHERN FOREST DISTRICT Other

8. Location of the timber operation by legal description:
 Base and Meridian: Mount Diablo; Humboldt; San Bernardino.

Section	Township	Range	Acreage	County	Assessor's Parcel Number (Optional)
<u>28</u>	<u>4S</u>	<u>19E</u>	<u>40</u>	<u>Mariposa</u>	<u>09-190-004</u>
<u>33</u>	<u>4S</u>	<u>19E</u>	<u>360</u>	<u>Mariposa</u>	<u>09-190-004</u>
<u>34</u>	<u>4S</u>	<u>19E</u>	<u>80</u>	<u>Mariposa</u>	<u>09-190-004</u>
<u>2</u>	<u>5S</u>	<u>19E</u>	<u>253</u>	<u>Mariposa</u>	<u>09-190-004</u>

TOTAL ACREAGE 733 (Logging Area Only)

9. Planning Watershed: CALWATER Version, Identification Number, and Name: Calwater 2.2, #6539.110103, Snow Creek

10. Yes No Has a Timberland Conversion been submitted and approved? If yes, list approval date, permit number, and expiration date.

11. Yes No Is there a THP or NTMP on file with CDF for any portion of the plan area for which a report of satisfactory stocking has not been issued by CDF? If yes, identify the THP or NTMP number(s):

12. Yes No Was a Notice of Preparation (NOP) posted as required by 14 CCR 1090.2 (g)? Who posted the Notice?

Leon J Manich RPF # 1970

13. RPF preparing the NTMP: Name Leon J Manich RPF Number 1970

Address 22230-a South Colorado River Drive

City Sonora State CA Zip 95370 Phone (209) 588-1920

a. Yes No I have notified the plan submitter(s), in writing, of their responsibilities pursuant to Title 14 CCR 1090.9 - .10 of the Forest Practice Rules, of their responsibilities for compliance with the Forest Practice Act and Board rules, and where applicable, Board rules regarding site preparation, stocking, and maintenance of roads, landings, and erosion control facilities.

b. Yes No I or my supervised designee will meet with the LTO prior to commencement of operations to advise of sensitive conditions and provisions of the plan pursuant to 14 CCR 1090.11.

c. Yes No I will provide the LTO with a copy of the approved NTMP and Notice of Timber Operations (NTO) as per 14 CCR 1090.09(e) and (g). If no, who will provide the LTO a copy of the approved NTMP, subsequent amendments, and NTO?

d. I have the following authority and responsibilities for preparation and administration of the NTMP and timber operation. (Include both work completed and work remaining to be done):

Accuracy and completeness of plan contents. Landowner notification of their responsibilities for stocking and maintenance of roads, landings and erosion control facilities. Plan amendments, archaeological survey and reporting. Professional advice delivered throughout timber operations and onsite inspections as well as professional duties needed during implementation of the plan

e. Additional required work requiring an RPF, which I do not have the authority or responsibility to perform:

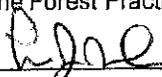
None

f. After considering the rules of the Board of Forestry and Fire Protection and the mitigation measures incorporated in this NTMP, I have determined that the timber operation:

will have a significant adverse impact on the environment. (Statement of reasons for overriding considerations contained in Section III)

will not have a significant adverse impact on the environment.

Registered Professional Forester: I certify that I, or my supervised designee, personally inspected the NTMP area, and this plan complies with the Forest Practice Act, the Forest Practice Rules and the Professional Foresters Law.

Signature  Date 3-18-04

SECTION II - PLAN OF TIMBER OPERATIONS

NOTE: If a provision of this NTMP is proposed that is different than the standard rule, the explanation and justification required must be included in Section III of the NTMP

14. a. Check the Silvicultural methods or treatments allowed by the rules that are to be applied under this NTMP. Specify the option chosen to demonstrate Maximum Sustained Production (MSP) according to 14 CCR 913 (933, 953), 11. If more than one method or treatment will be used show boundaries on map and list approximate acreage for each.

Selection _____ac. Group Selection _____ac. Transition _____ac.
 Commercial Thinning 571ac. Road Right of Way _____ac. Sanitation Salvage 100ac.
 Special Treatment Area _____ac. Rehab of Understocked Area _____ac. Fuelbreak _____ac.
 Alternative _____ac. Conversion _____ac. Non Timberland area 50ac.

Total acreage 721 ac.: Explain if total is different than in Item 8. MSP option chosen: (a) (b) (c)

This total does not include the 12 acres of under stocked area that shall be planted and managed with group selection in future decades. The non-timber area includes the meadow areas. Over time trees may invade this area and shall be removed to maintain the integrity of the meadow.

During the first decade's entry under this NTMP silviculture shall be applied on the acres as listed above. Second and third decade entries shall consist of Selection on 571 acres, Sanitation Salvage on 100 acres, non-timber on 50 acres, for a total of 721 acres. Fourth decade entries shall consist of Selection on 536 acres, Group Selection on 35 acres, Commercial Thinning on 12 acres, Sanitation Salvage on 100 acres, non-timber on 50 acres, for a total of 733 acres. The fifth decade entry shall consist of Selection on 501 acres, Group Selection on 35 acres, Commercial Thinning on 12 acres, Sanitation Salvage on 100 acres, non-timber on 50 acres, for a total of 698 acres. The sixth decade entry shall consist of Selection on 478 acres, Group Selection on 35 acres, Sanitation Salvage on 100 acres, non-timber on 50 acres, for a total of 663 acres. The seventh decade entry shall consist of Selection on 443 acres, Group Selection on 35 acres, Commercial Thinning on 35 acres, Sanitation Salvage on 100 acres, non-timber on 50 acres, for a total of 663 acres. The eighth decade and future decade's entries shall consist of Selection on 408 acres, Group Selection on 35 acres, Commercial Thinning on 70 acres, Sanitation Salvage on 100 acres, non-timber on 50 acres, for a total of 663 acres.

- b. If Selection, Group Selection, Commercial Thinning, Sanitation Salvage or Alternative methods are selected, the post harvest stand stocking levels (differentiated by site if applicable) must be stated in the NTMP. Note mapping requirements of 14 CCR 1090.5 (x) (12).

c. In the Selection area, Site 1, a minimum of 100 square feet of basal area shall be retained and the area shall average 100 square feet.

In the Sanitation Salvage area, Site 2, residual stocking shall meet the 300 point count standard. The small clumps of sawlog size timber within the Sanitation Salvage areas shall have residual basal are of 40 square feet.

Regeneration harvest shall consist of group selection. Post harvest shall have at least 80% of the plots meeting

100 square feet of basal area and the stand shall average 110 square feet. No more than 20% of the plots shall meet stocking with the 300 point count of trees 10 years or older. Group openings shall not exceed 2.5 acres.

Commercial Thinning shall occur over the site 1 timberland during the first decade's entries, at age 30 and forty in the groups created beginning the fourth decade, and the 12 acres that shall be planted in the first decade. Where the pre-harvest dominant and co-dominant crown canopy is occupied primarily by trees greater than 14" DBH, at least 125 square feet of basal area shall be left, and where 50% of the basal area is pine at least 100 square feet of basal shall be left. Where the pre-harvest dominant and co-dominant crown canopy is occupied by trees less than 14" DBH a minimum of 100 trees per acre larger than 4" DBH shall be retained.

c. Trees to be harvested or retained must be marked by or marked under the supervision of the RPF. Specify how the trees shall be marked/designated:

Harvest trees in selection and sanitation salvage units shall be marked prior to harvest with a paint stripe at breast height and an additional stump mark below the cut line.

Yes No Is a waiver of marking by the RPF requirement requested? If yes, how will LTO determine which trees will be harvested or retained? If more than one silvicultural method or Group Selection is to be used, how will LTO determine boundaries of different methods or groups?

Biomass and thinning operations will be done with mechanical harvesting equipment. Operators shall select leave trees on the basis of spacing, vigor, form, and crown position as instructed by the RPF responsible for implementation of the plan. Leave trees shall be free of forks, mechanical defect, disease, and exhibit healthy crowns. Leave stand shall have trees spaced to allow spacing between crowns. Spacing guidelines for trees with equal diameters are as follows:

<u>14" DBH</u>	<u>Average spacing 20 feet</u>
<u>18" DBH</u>	<u>Average spacing 25 feet</u>
<u>22" DBH</u>	<u>Average spacing 30 feet</u>
<u>26" DBH</u>	<u>Average spacing 35 feet</u>

Unit boundaries shall be flagged or fenced.

d. Forest Products to be harvested:

Sawlogs, posts, poles, biomass, chips, burls, and fuel wood.

e. Yes No Are group B species proposed for management?
 Yes No Are group B or non-indigenous A species to be used to meet stocking standards?
 Yes No Will group B species need to be reduced to maintain relative site occupancy of A species?

If any answer is yes, list the species, describe treatment, and provide the LTO with necessary felling and slash treatment guidance. Explain who is responsible and what additional follow-up measures of manual treatment or

herbicide treatment is to be expected to maintain relative site occupancy of A species. Explain when a licensed Pest Control Advisor shall be involved in this process.

f. Other instructions to LTO concerning felling operations.

Falling shall be conducted to minimize damage to leave stand and established regeneration. Directional falling shall be used to insure damage is avoided in the skidding as well as the falling operations. Care shall be taken to protect all structures and facilities.

g. Yes No Will artificial regeneration be required to meet stocking standards?

h. Yes No Will site preparation be used to meet stocking standards? If yes, provide the information required for a site preparation addendum, as per 14 CCR 915.4 (935.4, 955.4).

Site Preparation and Regeneration Plan

a) Mechanical Site Prep shall occur on slopes less than 40% or less than 30%, which lead without flattening to a class 2 watercourse. Mechanical site prep shall involve piling of brush with a track type tractor equipped with a straight blade or brush rake. Chemical site prep may be used prior and after mechanical site prep to achieve maximum survival and site occupancy of planted stock. All applications shall be made under the recommendations of a Pest Control Advisor. Treatment shall include applications to control Oaks, manzanita, deer brush, bear clover, and other brush where present without damaging established seedlings. Herbicide applications shall leave 35' buffers, as measured along the ground, along all watercourses untreated to protect water quality. Site preparation prior to planting groups where natural regeneration is not adequate shall consist of hand scalping at a minimum. Where existing prior to harvest at least 2 oaks 16" DBH or larger shall be left, preferred species is Black Oak, *Quercus kelloggii*.

b) A track type tractor shall be used. Chemical site prep shall be done with ground application techniques.

c) Residual trees shall be left wherever possible. No trees shall be left within close proximity to piles. Leave trees may be selected and marked with blue paint or flagging after initial log removal and prior to the start of site prep activities. Large logs, greater than 16" diameter, shall be left where they do not obstruct planting spots. Where present 2 deciduous oak/ac shall be left.

d) No exceptions or alternatives to the standard rules are expected.

e) Site preparation activities are expected to occur within the boundaries of the group selection silvicultural prescriptions as mapped in the Notice of Operations, and the 12 acres currently under stocked in the northwest portion of the property.

f) The name, address, and phone number of the person conducting site prep activities shall be provided prior to conducting site prep, by the plan submitter.

g) Site preparation shall in the first summer or fall following operations. No site prep shall occur during periods of saturated soil conditions or when tractors cannot operate under their own power due to wet conditions.

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h) After site preparation reseeding by natural regeneration may be used. If after two years natural regeneration does not meet the 300 point count stocking standard trees shall be planted. On the 12 acre rehab unit planting shall follow site preparation and natural regeneration shall only supplement stocking of planted seedlings.

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i) Seedlings shall be from local seed sources, seed zone 532 or one seed zone north of south, and consist of Ponderosa Pine, Sugar Pine, Incense Cedar, Sierra Redwood, Douglas Fir or White Fir. Planting spacing will be a minimum of 10 to 15 feet depending on quality of stock and potential for natural seeding.

j) Seedlings, natural and planted, shall be monitored for competing brush. Brush shall be controlled either by chemical or hand grubbing during the first 5 years after establishment.

k) Seedlings, natural and planted, shall be pre-commercially thinned between 5 and 10 years of age. Thinning shall be done to maintain an average spacing between trees of 15 to 18 feet.

l) Pruning of seedlings may occur when height allows for pruning to 8 feet and leaving 3 whorls of growth.

i. If the rehabilitation method is chosen, provide a regeneration plan as required by 14 CCR 913 (933, 953) .4(b).

see item h above

PESTS

15. a. Yes No Is this NTMP within an area that the Board of Forestry and Fire Protection has declared a Zone of Infestation or Infection pursuant to PRC 4712-4718? If yes, identify feasible measures being taken to mitigate adverse infestation or infection impacts from the timber operation. See 14 CCR 917 (937, 957) .9 (a).

b. Yes No If outside a declared zone, are there any insect, disease or pest problems of significance in the NTMP area? If yes, describe the proposed measures to improve the health, vigor and productivity of the stand(s).

Insect activity on the project is not currently significant. Disease activity is apparent at moderate levels. The Sugar Pine, predominately in the younger trees, are showing isolated signs of blister rust. There also appears to be a gall wasp infecting the oaks. During harvest affected trees shall be targeted for removal. Regeneration of resistant species shall be encouraged through selection of leave trees, planting stock, and orientation of harvest units.

Lopping of slash created from operations shall be done over the entire project within 15 days of creation. No slash shall be piled until it has been allowed to dry for 30 days. If operations are conducted during the winter period the following procedures shall be applied to prevent the potential build-up of insect populations. The Winter Period is from November 15 to April 1.

- 1) All slash shall be lopped to a maximum height of 30".
- 2) Boles of trees and tops left in woods shall be bucked to a maximum length of 6 feet.
- 3) No piling of slash shall be allowed unless piles are burnt within 10 days.
- 4) Cull logs shall be spread on landings and not left in decks.
- 5) Logs shall not be decked against live trees.

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HARVESTING PRACTICES

16. Indicate type of yarding system and equipment to be used:

- | | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>GROUND BASED*</p> <p>a. <input checked="" type="checkbox"/> Tractor, including end/long lining</p> <p>b. <input checked="" type="checkbox"/> Rubber tired skidder, Forwarder</p> <p>c. <input checked="" type="checkbox"/> Feller buncher</p> | <p>CABLE</p> <p>d. <input type="checkbox"/> Cable, ground lead</p> <p>e. <input type="checkbox"/> Cable, high lead</p> <p>f. <input type="checkbox"/> Cable, Skyline</p> | <p>SPECIAL</p> <p>g. <input type="checkbox"/> Animal</p> <p>h. <input type="checkbox"/> Helicopter</p> <p>i. <input type="checkbox"/> Other</p> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|

* All tractor operations restrictions apply to ground based equipment.

17. Erosion Hazard Rating: Indicate Erosion Hazard Ratings present on NTMP. (Must match EHR worksheets)

Low Moderate High Extreme

If more than one rating is checked, areas must be delineated on map to 20 acres in size (10 acres for high and extreme EHRs in the Coast District).

As per EHR Rating as delineated on the NTMP map waterbars shall be installed to "Low" and "Moderate" EHR standards.

Road or Trail Gradient	Maximum Distance Between Waterbreaks	
	"Low"	"Moderate"
<=10%	300 feet	200 feet
11 to 25%	200 feet	150 feet
26 to 50%	150 feet	100 feet
>50%	100 feet	75 feet

18. Soil Stabilization:

In addition to the standard waterbreak requirements describe soil stabilization measures or additional erosion control measures to be implemented and the location of their application, as per requirements of 14 CCR 916.7 (936.7, 956.7) and 923.2 (943.2, 963.2) (m), and 923.5 (943.5, 963.5) (f).

Within any watercourse and lake protection zone, areas where mineral soil exceeding 800 continuous square feet in size, exposed by timber operations, shall be treated for reduction of soil loss. These areas shall be treated by mulching.

Mulch Specification for NTMP: Mulch shall consist of slash, chips, bark, straw, or other organic material with a minimum average thickness of 2 inches and covering at least 80% of the surface area.

Road Rock Specification for NTMP: Road rocking shall consist of 1½" drain rock with a minimum compacted depth of 2 inches and a minimum width of 12 feet or the traveled surface whichever is wider.

No alternative erosion control measures are planned at this time

19. Yes No Are tractor or skidder constructed layouts to be used? If yes, specify the location and extent of use:

20. Yes No Will ground based equipment be used within the area(s) designated for cable yarding? If yes, specify the location and for what purpose the equipment will be used? See 14 CCR 914.3 (934.3, 954.3) (e).

21. Within the NTMP area will ground based equipment be used on:

- a. Yes No Unstable soils or slide areas? Only allowed if unavoidable. **RESOURCE MANAGEMENT**
- b. Yes No Slopes over 65%?
- c. Yes No Slopes over 50% with high or extreme EHR?

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- d. Yes No Slopes between 50% and 65% with moderate EHR where heavy equipment use will not be restricted to the limits described in 14 CCR 914 (934, 954) .2 (f) (2) (i) or (ii)?
- e. Yes No Slopes over 50% which lead without flattening to sufficiently dissipate water flow and trap sediment before it reaches a watercourse or lake?

If "a." is yes, provide site specific measures to minimize effect of operations on slope stability and provide explanation and justification in Section III as required per 14 CCR 914 (934, 954) .2 (d). CDF requests the RPF consider flagging tractor road locations if "a." is yes.

If "b., c., d., or e." is yes:

- 1) the location of tractor roads must be flagged on the ground prior to the PHI or start of operations if a PHI is not required, and
- 2) you must clearly explain the proposed exception and justify why the standard rule is not feasible or would not comply with 14 CCR 914 (934, 954).

The location of heavy equipment operation on unstable areas or any use beyond the limitations of the standard rules must be shown on the map. List specific instructions to the LTO below.

- 22. Yes No Are any alternative practices to the standard harvesting or erosion control rules proposed for this plan? If yes, provide all of the information as required in 14 CCR 914.9 (934.9, 954.9) and 1090.5 (ee) in Section III. List specific instructions to the LTO below.

WINTER OPERATIONS

- 23. a. Yes No Will timber operations occur during the winter period? If yes, complete "b.", and then "c." or "d." State in space provided if exempt because yarding method will be cable, helicopter, or balloon.
- b. Yes No Will mechanical site preparation be conducted during the winter period? If yes, complete "d."
- c. I choose the in-lieu option as allowed in 14 CCR 914 (934, 954) .7 (c) and 1090.5 (bb). Specify below the procedures listed in subsections (1) and (2), and list the site specific measures for operations in the WLPZ and unstable areas as required by subsection (3), if there will be no winter operations in these areas, so state.
- d. I choose to prepare a winter operating plan per 14 CCR 914 (934, 954) .7 (b) and 1090.5 (bb).

Winter Operating Plan

- 1) The erosion hazard rating (EHR) for the harvest area is "Low" and "Moderate".
- 2) Mechanical site preparation shall be limited to dry rainless periods with un-saturated soil conditions.
- 3) Tractor yarding shall be done during dry rainless periods and only if soils are not saturated during the winter period. Newly constructed, RPF approved roads to be used during the winter period shall not be used until an RPF states in writing to CDF that ground conditions are dry enough to operate tractors while complying with 14 CCR 956.
- 4) Erosion control structures shall be installed on all constructed skid trails prior to the end of the day if the U.S. Weather Service forecast calls for a "chance" (30 percent or more) of rain before the next day. Erosion control structures shall also be installed prior to weekends or other shutdown periods. Drainage facilities on seasonal roads on the plan area shall be installed prior to October 15th of the year of operations. Drainage facility spacing along these roads shall at meet the appropriate standards for water break spacing as specified for the "Low" and "Moderate" EHR in 14 CCR 954.6(c) as determined by their location. For those roads used after October 15th, road drainage facilities shall be maintained and functional at all times.
- 5) Operations shall have a maximum of two open landings. All erosion control work shall be complete on the entire skid

trail system to a landing before it shall be considered closed.

- 6) The elevation of the harvest area is 3,700'. Precipitation during the year will most likely be in the form of rain with some snow during isolated cold storms. Operations shall only occur during dry, rainless periods when soils are not saturated.
- 7) The silvicultural prescriptions applied to the plan area shall retain 60 to 80% of the original ground cover.
- 8) Operations within WLPZ's shall be limited to falling, end lining, and truck hauling.
- 8) Hauling shall not be allowed when soil moisture levels of the roadbeds allows for rutting from truck traffic, and, surface water flow is occurring whether it takes place in ruts/rills or as sheet action across the surface. Main haul roads within the project are be native surface unless stated otherwise.
- 9) There are no unstable areas on the project.
- 10) There are no steep slopes over 65% on the harvest area.
- 11) All temporary skid crossings shall be removed prior to the end of the day if the Weather Service forecast calls for a chance (30% or more) of showers prior to the next day. All temporary skid crossings shall be removed prior to weekends or any other extended shutdown periods. No installation of temporary crossings shall occur during the winter period.
- 12) For any year in which operations are active, After October 15th, once 4" of total precipitation has accumulated since July 1st, as measured from the Mariposa CDF Station, hauling shall be suspended for 48 hours after a precipitation event of 0.25" or more, unless an RPE or his supervised designee determines that saturated soil conditions, as defined in 14 CCR 895.1 do not exist and the RPE notifies the LTP in writing.
- 13) Crossing "X3" shall not be used during the winter period.

The combination of EHR, high vegetation retention, erosion control timing, and limiting operations to dry conditions will minimize the potential for damage due to erosion, soil movement and soil compaction.

NOTE: All water breaks and rolling dips shall be installed by October 15 or as prescribed above.

NOTE: "Winter period" means the period between November 15 and April 1, except as noted under special County Rules at Title 14 CCR 925.1, 926.18, 927.1, and 965.5... (a) except as otherwise provided in the rules: (1) All waterbreaks shall be installed no later than the beginning of the winter period of the current year of timber operation. (2) Installation of drainage facilities and structures is required from October 15 to November 15 and April 1 to May 1 on all constructed skid trails and tractor roads prior to sunset if the National Weather Service forecast is a "chance" (30% or more) of rain within the next 24 hours.

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ROADS AND LANDINGS

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24. Will any roads be constructed? Yes No, or reconstructed? Yes No. If yes, check items a through g.
 Will any landings be constructed? Yes No, or reconstructed? Yes No. If yes, check items h through k:
- a. Yes No Will new or reconstructed roads be wider than single lane with turnouts?
 b. Yes No Are logging roads proposed in areas of unstable soils or known slide-prone areas?
 c. Yes No Will new roads exceed a grade of 15% or have pitches of up to 20% for distances greater than 500 feet? Map must identify any new or reconstructed road segments that exceed an average 15% grade for over 200 feet.

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- d. Yes No Are roads to be constructed or reconstructed, other than crossings, within the WLPZ of a watercourse? If yes, completion of NTMP Item 27 a. will satisfy required documentation.
- e. Yes No Will roads longer than 100 feet in length be located on slopes over 65%, or on slopes over 50% which are within 100 feet of the boundary of a WLPZ?
- f. Yes No Will any roads or watercourse crossings be abandoned?
- g. Yes No Are exceptions proposed for flagging or otherwise identifying the location or roads to be constructed?
- h. Yes No Will any landings exceed one half acre in size? If any landing exceeds one quarter acre in size or requires substantial excavation the location must be shown on the map.
- i. Yes No Are any landings proposed in areas of unstable soils or known slide prone areas?
- j. Yes No Will any landings be located on slopes over 65% or on slopes over 50% which are within 100 feet of the boundary of a WLPZ?
- k. Yes No Will any landings be abandoned?

25. If any section in item 24 is answered yes, specify site-specific measures to reduce adverse impacts and list any additional or special information needed by the LTO concerning the construction, maintenance and/or abandonment of roads or landings as required by 14 CCR Article 12, and 1090.5 (r, cc, ff, hh, ii). Include required explanation and justification in NTMP Section III.

The proposed road (specified by RPE flagging) shall be 12' wide, out sloped, with rolling dips spaced a maximum of 200 feet apart. This new road construction is approximately 850 feet long.

The WLPZ section of the existing road, approximately 400 feet, shall be abandoned as per following specifications.

The designated section was flagged by RPE. And is mapped as road section "RS2" on the NTMP map.

- 1) Road shall be blocked at each end with either cull logs or large rocks incorporated into an earthen berm at locations designated by the RPE.
- 2) In the area of active cutting designated by the RPE, the bank shall be pulled back to a one to one slope
- 3) Soil removed to stabilize the eroding area shall be end hauled outside of the WLPZ and/or stabilized on the road profile a minimum of 50 feet from the eroding area and mulched to specifications in item 18.
- 4) Existing alders and willows shall not be disturbed.
- 5) Areas of bare mineral soil shall be mulched.

The road segment (RS1) located along watercourse 3 shall be rocked from the watercourse channel south to the point where it leaves the WLPZ. The entire road surface shall be rocked. Rock shall cover a minimum 12-foot width or wider if needed to cover traveled surface. Rock shall be minimum 2" thick, compacted, and shall be minimum size of 1 1/2" drain rock. Rock shall be in place prior to the start of the winter period of the first year of use. Grading shall be kept to a minimum and road out slope shall be preserved in all operations.

- 1) Outside berms shall not be created or added to.
- 2) Vegetation along fill slope shall be protected.
- 3) Upon completion road surface within WLPZ shall be mulched.
- 4) Waterbar outlets shall be mulched.
- 5) No winter operations shall be allowed on this road segment.

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After initial entry RPE shall evaluate conditions and determine whether additional rock is required prior to future operations.

If additional rock is necessary instructions shall be included in the NOP.

The road segment (RS3) located along watercourse 1 in the southeast portion of the project is within the WLPZ. This section of road shall not be used for log haul. Approximately 50 feet of this road is actively being eroded by the watercourse. At this location the following work shall be completed.

- 1) Large boulders, larger than 12 inches, shall be placed along the toe of the road fill along the watercourse.

# & Name	Class	% Slope	WLPZ (ft.)	Measures (956.5)	ELZ
1 Snow Creek	II	<30	50	BEI	
1 Snow Creek	II	30-50	75	BEI	
1a un-named **	III	0-50	None	CFH	50'
1b un-named **	III	0-50	None	CFH	50'
1c un-named **	III	0-50	None	CFH	50'
1d un-named **	III	0-50	None	CFH	50'
1e un-named **	III	0-50	None	CFH	50'
1f un-named **	III	0-50	None	CFH	50'
1g un-named **	III	0-50	None	CFH	50'
1h un-named **	III	0-50	None	CFH	50'
1i un-named **	III	0-50	None	CFH	50'
1j un-named **	III	0-50	None	CFH	50'
1k un-named **	III	0-50	None	CFH	50'
1l un-named **	III	0-50	None	CFH	50'
1m un-named **	III	0-50	None	CFH	50'
1n un-named **	III	0-50	None	CFH	50'
1o un-named **	III	0-50	None	CFH	50'
2 un-named	I	<30	75	BDG	
2 un-named	I	30-50	100	BDG	
2 un-named	II	<30	50	BEI	
2 un-named	II	30-50	75	BEI	
2a un-named **	III	0-50	None	CFH	50'
2b un-named **	III	0-50	None	CFH	50'
2c un-named **	III	0-50	None	CFH	50'
2d un-named **	III	0-50	None	CFH	50'
2e un-named **	III	0-50	None	CFH	50'
2f un-named **	III	0-50	None	CFH	50'
2g un-named **	III	0-50	None	CFH	50'
2h un-named **	III	0-50	None	CFH	50'
3 un-named	II	<30	50	BEI	
3 un-named	II	30-50	75	BEI	
3a un-named **	III	0-50	None	CFH	50'
3b un-named **	III	0-50	None	CFH	50'
3c un-named	II	<30	50	BEI	
3c un-named	II	30-50	75	BEI	
3d un-named spring	II	<30	50	BEI	
3d un-named spring	II	30-50	75	BEI	
4 Pond	I	<30	50	BDG	

Protection Measures:

B- The watercourse and lake protection zone will be flagged by the RPE or his designee prior to the beginning of operations.

C- In site specific cases the Director may require, that the WLPZ be clearly identified on the ground with flagging or other suitable means prior to the start of timber operations.

D- Marking of timber to be harvested within the WLPZ shall be done prior to the submittal of the Notice of Operations. Timber to be harvested will have a paint stripe at DBH and a stump mark below the cut line. The RPE or his designee shall mark all timber

E- Marking of timber to be harvested within the WLPZ shall be done in advance of timber falling operations. Timber to be harvested will have a paint stripe at DBH and a stump mark below the cut line. The RPE or his designee shall mark all timber

F- Residual or harvest tree marking within the WLPZ may be stipulated in the NTMP by the RPE, or required by the director in site specific cases to insure retention of filter strip properties or to maintain soil stability in the zone.

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G- To protect water temperature, filter strip properties, upslope stability, and fish and wildlife values, at least 50% of the overstory and 50% of the understory canopy covering the ground and adjacent waters shall

be left in a well distributed multi-storied stand composed of a diversity of species similar to that found before the start of operations. The residual overstory canopy shall be composed of at least 25% of the

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existing overstory conifers.

H- At least 50% of the undersory vegetation present before timber operations shall be left living and well distributed within the WL PZ to maintain soil stability.

I- To protect water temperature, filter strip properties, upslope stability, and fish and wildlife values, at least 50% of the total canopy covering the ground shall be left in a well distributed multi-storied stand composed of a diversity of species similar to that found before the start of operations. The residual overstory canopy shall be composed of at least 25% of the existing overstory conifers.

** - These class III watercourses will be identified on the ground prior to the start of operations with centerline flagging to alert the operator to their presence. Heavy equipment will not operate within 50' either side of these designated Class III watercourses except at crossings flagged and located on the ground. Protection measures shall correspond to CE and H above. Soil and unstable debris deposited in the watercourse shall be removed or stabilized prior to the conclusion of operations, before October 15th of the first year of operations at the location, or within 10 days of creation, whichever is appropriate

- b. Yes No Are there any watercourse crossings that require mapping per 14 CCR 1095.7 (x)?
- c. Yes No Will tractor road watercourse crossings involve the use of a culvert? If yes state minimum diameter and length for each culvert (may be shown on map).
- d. Yes No Is this NTMP Review Process to be used to meet Department of Fish and Game CEQA review requirements? If yes, attach the 1603 Addendum below or at the end of this Section II; provide the background information and analysis in Section III; list instructions for LTO below for the installation, protection measures and mitigation measures; see CDF Mass Mailing, 07/02/1999, "Fish and Game Code 1603 Agreements and THP Documentation".

Class 1 and 2 watercourse crossings

A) At truck crossing (X1) on class 2 watercourse 2, on the private seasonal road accessing the eastern portion of the project. The channel shall be defined crossing the road with a dip 12 inches in depth. A berm, minimum height of 8 inches, shall be installed on the eastern side of the channel to prevent water following the road. The crossing and 25' on each approach shall be rocked if operations occur in the winter period or if the channel is wet during operations. The out feed of the channel shall be rip-rapped with 4" minimum rock for a minimum 5' from the road edge to the natural channel level. Riprap shall extend the full width of the channel.

B) At truck crossing (X3) on class 2 watercourse 3, a Humboldt crossing shall be placed over the existing culvert during the first entry. The specifications for the Humboldt crossing are as follows:

- 1) Place logs in channel to a depth of 6" to 12" below final road grade.
- 2) Place Typar or Plastic over logs.
- 3) Place straw to a minimum depth of 12" over fabric.
- 4) Place fill over straw no deeper than 6".
- 5) Removal of installation shall entail removal of as much fill as possible with a skidder or tractor. Removal of logs shall be done with grapples or cable. Removal of any foreign material in channel below high water mark. After initial operation, the culvert shall be removed with the Humboldt crossing. The channel shall be cleaned of debris and defined by a berm on each approach. Areas of bare mineral soil shall be mulched.
- 6) Subsequent entries shall install a temporary Humboldt crossing at this location.

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7) A minimum of 12" embankment shall be installed on the western side of the channel to prevent diversion of watercourse flows down the seasonal roadway from crossing.

8) Humboldt crossing shall be removed prior to the winter period and shall not be used during the winter period.

C) At truck crossing (X4) on class 2 watercourse 3 the following operation shall occur. 1) The entire road surface shall be rocked with 4 inch plus material for a minimum distance of 75 feet from the channel on the northwest approach. 2) A cap of 1½" drainrock shall cover the entire road surface for a minimum of 100 feet to the northwest of the channel and 50 feet to the south. 3) The existing culvert shall be removed and replaced with a rock ford. After removal of the CMP the channel shall be defined with a 3 foot dip crossing the road. 4" or greater rock shall be placed in the dip for the full width of the channel and capped with 1 ½" drain rock. 4) An energy dissipater consisting of 4" or greater rock shall be installed on the downstream end and extend from the edge of the road to 10' downstream. Energy dissipater shall extend the full width of the channel. The bottom 2 feet of the energy dissipater of the fill slope on the outlet end shall consist of 12 inch or larger rock. 5) If the crossing is flowing surface water during operation a 12" CMP shall be installed. Fill material for the CMP shall consist of 1½" drainrock. Upon completion CMP shall be removed and crossing shall be left as a rocked drivable ford. Trucks shall not be run through running water. CMP shall be removed immediately during the winter period if watercourse flows exceed capacity.

D) At truck crossing (X5) on class 1 watercourse 1, both approaches shall be rocked to the edge of the WLPZ. If the crossing is flowing surface water during operation a 12" CMP shall be installed. Fill material for the CMP shall consist of 1½" drainrock. Upon completion CMP shall be removed and crossing shall be left as a rocked drivable ford. Trucks shall not be run through running water. CMP shall be removed immediately during the winter period if watercourse flows exceed capacity.

E) Truck crossing (X11) on class 1 watercourse 1 shall be a ford. The banks on the approaches shall be pulled back to provide a smooth transition. 4" or greater rock shall be placed to line the channel and capped with 1 ½" drain rock. Approaches shall be rocked for 50' on the east and 150' on the west. If the crossing is flowing surface water during operation a 12" CMP shall be installed. Fill material for the CMP shall consist of 1½" drainrock. Upon completion CMP shall be removed and crossing shall be left as a rocked drivable ford. Trucks shall not be run through running water. CMP shall be removed immediately during the winter period if watercourse flows exceed capacity.

F) Truck Crossing (X12) on class 1 watercourse 1 shall be a ford. The existing culvert shall be removed and the channel shall be defined with a dip. 4" or greater rock shall be placed in the channel. Approaches for on both sides shall be rocked the point where they leave the WLPZ. If the crossing is flowing surface water during operation a 12" CMP shall be installed. Fill material for the CMP shall consist of 1½" drainrock. Upon completion CMP shall be removed and crossing shall be left as a rocked drivable ford. Trucks shall not be run through running water. CMP shall be removed immediately

during the winter period if watercourse flows exceed capacity.

G) Truck Crossing (X13) on class 2 watercourse 1 shall have the existing rusted out CMP replaced with a ford. The existing culvert shall be removed and the channel shall be dipped a minimum 18" below road grade. Within the road profile the main channel shall be lined with 4" or greater rock and capped with 1½" drainrock. Approaches for 25' on both sides shall be rocked. If the crossing is flowing surface water during operation a 12" CMP shall be installed. Fill material for the CMP shall consist of 1½" drainrock. Upon completion CMP shall be removed and crossing shall be left as a rocked drivable ford. Trucks shall not be run through running water. CMP shall be removed immediately during the winter period if watercourse flows exceed capacity.

Class 3 watercourse crossings

H) At truck crossing "X2" is on a class 3 watercourse (2f). No work is required. Upon completion insure drainage is adequate to channel watercourse across the road.

I) Truck crossing (X6) on class 3 watercourse 1f is a ford. If the crossing is wet during use approaches shall be rocked for 50' south and 100' north.

J) Crossing (X7) on class 3 watercourse 1i shall be used for skidding and administrative vehicles. A critical dip shall be installed on the north end of the road and a water bar on the south. Areas are designated by RPF flagging.

K) Crossing (X8) on class 3 watercourse 1k shall be used for skidding and administrative vehicles. If the crossing is wet during use approaches shall be rocked 50' south and 50' north.

L) Crossing (X9) on class 3 watercourse 1l shall be used for skidding and administrative vehicles. The existing

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critical dip shall be extended on the uphill side in order to catch the channel. Area shall be flagged by RPF or designee

M) Crossing (X10) on class 3 watercourse 1m shall be used for skidding and administrative vehicles. A 2' dip with a berm shall be installed. RPF flagged designated area.

N) There will be numerous skid crossings of class 3 watercourses. These crossings shall be cleaned of all debris and channels shall be opened. If wet during operations a Humboldt meeting specifications listed above shall be installed. No Humboldt crossings shall be installed or used during the winter period and all Humboldt crossings shall be removed prior to the winter period.

Crossing Summary

Map Symbol	#/class	Previous Reference	Type	Current Maintenance needs or alteration
X-1	2/2	A	Ford	define channel, rip-rap outlet, install berm, rock, Truck Crossing
X-2	2f/3	H	Ford	define and open channel, Truck Crossing
X-3	3/2	B	Humboldt	Install Humboldt and remove existing pipe, rock, Truck Crossing
X-4	3/2	C	Ford	Remove CMP Install rock ford, rock approaches, Truck Crossing
X-5	1/1	D	Ford	Install low water crossing, Truck Crossing
X-6	1f/3	I	Ford	Dip and clean, rock if wet, Truck Crossing
X-6.1	1e/3		Ford	Dip and clean, rock if wet, Truck Crossing
X-6.2	1g/3		Ford	Dip and clean, rock if wet, Truck Crossing
X-6.3	1h/3		Ford	Dip and clean, rock if wet, Truck Crossing
X-7	1i/3	J	Ford	Install dip, clean, Skid crossing and administrative use
X-8	1k/3	K	Ford	Dip and clean, Skid crossing and administrative use
X-9	1l/3	L	Ford	Dip and Clean, Skid crossing and administrative use
X-10	1m/3	M	Ford	Dip and Clean, Skid crossing and administrative use
X-11	1/1	E	Ford	Install low water crossing, Truck Crossing
X-12	1/1	F	Ford	Install low water crossing, remove CMP, Truck Crossing
X-13	1/2	G	Ford	Install low water crossing, remove CMP, Truck Crossing
X-14	2a/3		Ford	Dip and clean, rock if wet, Truck Crossing
X-15	2b/3		CMP	Existing CMP, Clean inlet and outlet, Truck Crossing

27. Are site specific practices proposed in-lieu of the following standard WLPZ practices?
- a. Yes No Prohibition of the construction or reconstruction of roads, construction or use of tractor roads or landings in Class I, II, III, or IV watercourses, WLPZs, marshes, wet meadows, and other wet areas except as follows:
 - (1) At prepared tractor road crossings.
 - (2) Crossings of Class III watercourses which are dry at time of timber operations.
 - (3) At existing road crossings.
 - (4) At new tractor and road crossings approved by Department of Fish and Game.
 - b. Yes No Retention of non-commercial vegetation bordering and covering meadows and wet areas?
 - c. Yes No Directional felling of trees within the WLPZ away from the watercourse or lake?
 - d. Yes No Decrease of width(s) of the WLPZ(s)?
 - e. Yes No Protection of watercourses which conduct class IV waters?
 - f. Yes No Exclusion of heavy equipment from the WLPZ except as follows:
 - (1) At prepared tractor road crossings.
 - (2) Crossings of Class III watercourses which are dry at time of timber operations.
 - (3) At existing road crossings.
 - (4) At new tractor and road crossings approved by Department of Fish and Game.
 - g. Yes No Establishment of ELZ for Class III watercourses unless sideslopes are <30% and EHR is low?
 - h. Yes No Retention of at least 50% of the overstory canopy in the WLPZ?
 - i. Yes No Retention of at least 50% of the understory in the WLPZ?
 - j. Yes No Are any additional in-lieu or any alternative practices proposed for watercourse or lake protection?

NOTE: A yes answer to any of items a. through j. constitutes an in-lieu practice. If any item is answered yes, refer to 14 CCR 916.1 (936.1, 958.1) and 1090.5 (dd), and address the following for each item checked yes:

1. The RPF shall state the standard rule,
2. Explain and describe each proposed practice;

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3. Explain how the proposed practice differs from the standard practice;
4. The specific location where it shall be applied, see map requirements of 14 CCR 1034 (x) (15) and (16);
5. Provide in NTMP Section III an explanation and justification as to how the protection provided is equal to the standard rule and provides for the protection of the beneficial uses of water per 14 CCR 916 (936, 956) .1 (a). Reference the in-lieu and location to the specific watercourse to which it will be applied.

Item 27 a. Reconstruction of Roads and Use of Landings in Wet Areas and Associated WLPZs

- 1) Standard Rule Provisions 14 CCR 956.3 (a) prohibits the reconstruction of roads or use of landings within the WLPZ unless explained and justified in the NTMP by the RPF.
- 2) Explain and describe each proposed practice;
The landing, "L1" between crossing (X12) and crossing (X10) is within the WLPZ. Brow logs shall be set between the road and watercourse to define the landing boundary. Logs shall be placed a minimum of 15' back from the top of the channel bank. Landing shall be mulched and cross-ditched.
- 3) Explain how the in-lieu practice differs from the standard rule.
14 CCR 956.3 (a) prohibits the use of landings within a WLPZ.
- 4) Specific locations where the in-lieu shall be applied.
The landing location is shown as location "L1" on the NTMP map.
- 5) Explain and justify how protection provided by the in-lieu practice is at least equal to the protection provided by the standard rule.

Standard rule language is designed to prevent disturbance of WLPZ areas with landing use. The landing was used in previous entries and is stable. There is little evidence of sediment transport associated with the landing use.

The primary objective of the mitigation to be applied at this location is to prevent movement of soil from the road and landing surface.

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Specific measures to be undertaken by the operator at these site are as follows:

- I. Upon completion discharge points of waterbars installed on landings shall be mulched to prevent sediment flow.
- II. Stabilization of the landing surfaces by mulching as per specifications.
- III. During use of landing a brow logs shall be placed along the edge of the landing to prevent slash and debris from being placed on the downhill side of the landing.

This projects shall meet the objectives outlined above for protection of these watercourses and shall maintain channel condition. As such we anticipate that sediment will not likely move off of the landing surfaces.

Item 27 f. Use of heavy equipment in Wet Areas and Associated WLPZs

1) Standard Rule Provisions
14 CCR 956.4 prohibits the use of heavy equipment within the WLPZ unless explained and justified in the NTMP by the RPF.

2) Explain and descriptions of the proposed practice.

At location "RS1", before crossing 3 (X3), described in item 25 the road within the WLPZ shall be rocked. Grading shall be kept to a minimum and road out slope shall be preserved in all operations.

- 1) Outside berms shall not be created or added to.
- 2) Vegetation along fill slope shall be protected.
- 3) Upon completion road surface within WLPZ shall be mulched.
- 4) Waterbar outlets shall be mulched.
- 5) No winter operations shall be allowed on this road segment.

An location "RS2", between crossing 2 (X2) and 4 (X4), the existing road is within the WLPZ. At this location 400 feet of the road shall be abandoned and blocked by rocks or cull logs and the watercourse bank shall be stabilized.

- 5) Road shall be blocked at each end with either cull logs or large rocks incorporated into an earthen berm.
- 6) The bank shall be pulled back to a one to one slope
- 7) Existing alders and willows shall not be disturbed.
- 8) Areas of bare mineral soil shall be mulched.

At location "RS3" between the southeast boundary and crossing 4 (X4), Snow Creek is under cutting the side bank and is encroaching on the roadbed. The section is designated by specified RPF flagging. At this location the following work shall be completed during the year of operations in this area of the plan to stabilize the road bed and prevent further erosion of the road by the watercourse.

- 1) A layer of large rock, 12" and greater, shall be placed along the foot of the bank.
- 2) The bank above this layer shall be rip-rapped with minimum 4" rock to the edge of the level of the road surface.
- 3) The traveled surface of the road shall be rocked with 1½" drain rock minimum 2" thick.
- 4) A water break shall be installed on the approach from the north.
- 5) Areas of exposed soil shall be mulched

3) Explain how the in-lieu practice differs from the standard rule.
14 CCR 956.4 prohibits the use of equipment within the WLPZ.

4) Specific locations where the in-lieu shall be applied.

The locations of the proposed repairs are at locations "RS1", "RS2", and "RS3" on the NTMP map.

5) Explain and justify how protection provided by the in-lieu practice is at least equal to the protection provided by the standard rule.

Standard rule language is designed to prevent disturbance of WLPZ's with equipment operation. At this location there is evidence of active erosion. Completion of these projects will improve stability of the area by providing adequate drainage and protecting exposed banks from continued erosion from the watercourse.

The primary objectives of the projects to be implemented at these locations is to reduce and prevent movement of soil from from entering the watercourse.

Specific measures to be undertaken by the operator at these sites are as follows:

- (a) Protect existing vegetation on banks.
- (b) Limit equipment to existing road surfaces.
- (c) Mulch areas of exposed mineral soil.
- (d) Surface road at locations "RS1" and "RS3" with rock to stabilize road surfaces.

These projects will meet the objectives outlined above for protection of the watercourse and will improve existing road surface conditions. As such we anticipate that less sediment will be likely to move off of the road surfaces.

Because the current conditions will be improved, we feel that overall water quality protection will improve and the potential for water quality problems will be further reduced.

28. a. Yes No Are there any landowners within 1000 feet downstream of the NTMP boundary whose ownership adjoins or includes a class I, II, or IV watercourse(s) which receives surface drainage from the proposed timber operations? If yes, the requirements of 14 CCR 1032.10 apply. Proof of notice by letter and newspaper must be enclosed in NTMP Section V. If No, Item 28 b. need not be answered.
- b. Yes No Is an exemption requested of the notification requirements of 14 CCR 1032.10? If yes, explanation and justification for the exemption must be included. Specify if requesting an exemption from the letter, the newspaper notice, or both.
- c. Yes No Was any information received on domestic water supplies that required additional mitigation beyond that required by standard Watercourse and Lake Protection rules? If Yes, list site specific measures to be implemented by the LTO.
29. Yes No Is any part of the NTMP area within a Sensitive Watershed as designated by the Board of Forestry and Fire Protection? If yes, identify the watershed and list any special rules, operating procedures or mitigation that will be used to protect the resources identified at risk?

HAZARD REDUCTION:

30. a. Yes No Are there roads or improvements which require slash treatment adjacent to them? If yes, specify the type of improvement, treatment distance, and treatment method.

Within 100' of the permanent structures maintained for human habitation, all slash greater than one inch but less than eight inches created by timber operations shall be removed or piled and burned. Piling shall not occur until sufficient time has elapsed to allow the logging slash to dry. Minimum time is 35 days. All slash created between 100-200' of permanently located structures maintained for human habitation shall be lopped for fire hazard reduction, removed, chipped or piled and burned.

Throughout the remainder of the project area, all slash created by timber operations shall be lopped.

Treatment shall be completed as soon after brood material creation as is practical, but not later than one week. Lop all branches from the sides and tops of those portions of main stems which are 3" or more in diameter. Branches shall be scattered so that stems have maximum exposure to solar radiation. Lopped stems can also be cut into shorter segments to decrease drying time and further reduce hazard.

"Lopping for fire hazard reduction" means severing and spreading slash so that no part of it generally remains more than 30 inches above the ground. "Lopping" is defined as severing limbs from the exposed sides of unutilized portions of trees so that portions of the severed limbs are in contact with the ground.

- b. Yes No Are any alternatives to the rules for slash treatment along roads and within 200 feet of structures requested? If yes, RPF must explain and justify how alternative provides equal fire protection. Include a description of the alternative and where it will be utilized below.
31. Yes No Will piling and burning be used for hazard reduction? See 14 CCR 917.1-.11, 937.1-.10, or 957.1-.10, for specific requirements. Note: LTO is responsible for slash disposal. This responsibility cannot be transferred.

Piling and Burning may be used for hazard reduction from logging operations as described in item 30 and also from site preparation activities. As specified in the rules the LTO shall be responsible for burning. All piled slash shall be treated no later than April 1 of the year following its creation, or within 30 days of climatic access.

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BIOLOGICAL AND CULTURAL RESOURCES

32. a. Yes No Are any plant or animal species, including their habitat, which are listed as rare, threatened or endangered under federal or state law, or a sensitive species by the Board, associated with the NTMP area? If yes, identify the species and the provisions to be taken for the protection of the species.

The meadow area and the area within 600 feet of the meadow provide potential habitat for the Great Gray Owl. Prior to the first stand entry in any given year a survey of affected potential habitat shall be conducted using protocol approved by Department of Fish and Game at the Fresno Office. The Department of Fish and Game and CDF shall be notified if a nest is found and results of the survey shall be forwarded to the Department of Fish and Game. The following procedures shall be followed if an active nest is found:

- 1) No operations except log haul shall be allowed prior to August 15 within 1/4 mile of the site.
- 2) The area within 300 feet of the nest tree shall be harvested with individual tree selection and a minimum of 70% crown closure shall be maintained.
- 3) Within this 300 foot zone at least 3 snags per acre shall be left as they occur. All live culls shall be left in this 300 foot zone.
- 4) Multiple size class trees shall be left within this zone.
- 5) Shade trees for the nest shall be left.
- 6) Department of Fish and Game shall be given 30 days notice prior to the start of falling to inspect marking.

To protect and promote potential Great Gray Owl habitat along the meadow the following procedures shall be followed within 300 feet of the meadow:

1) Silviculture shall be limited. During the first decade commercial thinning shall be used. In following decades only individual tree selection shall be used.

2) All snags unless they pose a risk to human safety shall be left at a minimum density of 3 per acre as they occur. Merchantible snags occurring above this level may be removed.

3) All live culls shall be left.

4) When present prior to harvest 25% of the area within 300 feet of the meadow shall be maintained with the following characteristics.

a) Canopy closure shall be 70% or greater.

b) There shall be at least 12 24 inch and larger trees, conifer or hardwood, per acre.

5) Multi-size class stands shall be encouraged throughout the 300 foot zone.

The area along Snow Creek provides potential habitat for the Northern goshawk. The Department of Fish and Game and CDF shall be notified if a nest is found. If a nest is found a 5 acre buffer strip shall be established around the nest tree. Individual tree selection shall be the only silviculture practiced in the buffer zone. During the critical period, March 15 through August 15,

harvesting activities shall be limited to log haul on existing roads. Within the buffer area all standing culls and a minimum of 3 snags

per acre shall be left as they occur.

The yellow legged frog, *Rana boylei*, has two documented occurrences in the NDDB one near Briceburg and the other near the Chowchilla river 7 miles southeast of the project. The class 2 watercourses on the project provide potential habitat. This species stays within a few feet of the watercourse and will be protected from harm with established WLPZ's and associated protections. Sediment from crossings could pose damage to breeding areas. Crossings throughout the plan are designed to minimize sedimentation and projects will eliminate current sediment sources protecting potential habitat.

- b. Yes No Are there any non-listed species which will be significantly impacted by the operation? If yes, identify the species and the provisions to be taken for the protection of the species.

NOTE: See instructions or the CDF Mass Mailing, 07/02/1999, section on "CDF Guidelines for Species Surveys and Mitigations" to complete these questions.

The area provides habitat for the California Spotted Owl. If a nest is discovered DFG and CDF shall be notified immediately. The nest shall be protected with a 600' buffer zone and operations shall be restricted to hauling prior to July 15th. Silviculture in the buffer strip shall be restricted commercial thinning and individual tree selection. Live culls and at least 3 snags per acre shall be retained within the buffer strip as they occur.

The NDDB 11-04-03, was consulted for the Mariposa, Feliciano Mountain, Stumofield Mountain, and Buckingham Mountain 7.5 minute quadrangles surrounding area. The project provides potential habitat for the following plants and animals.

Three occurrences of western pond turtle, *Emys (Clemmys) marmorata*, were found. On the plan site the pond would offer potential habitat for this species. The pond shall be protected with a WLPZ and is located in the center of the meadow where activity will be minimal.

Northern clustered sedge, *Carex arcta*, has a recorded occurrence in Devils Gulch 2 miles northeast of the project. This species is associated with bogs and fens that will be protected with WLPZ's under this project. The slender stemmed monkey flower, *Mimulus filicaulis*, has been documented on Snow Creek about 1 mile south of the project area. This flower is associated with meadows and seeps and open areas along watercourses. These areas shall be protected with WLPZ's under this project preventing potential damage from equipment operation. Crossings have been kept to a minimum protecting potential habitat and no new crossings are planned.

The area provides habitat for a variety mammals including, rodents, deer, bear, fox, coyote, quail, waterfowl, and others. The plan protects the deciduous oak component of the stand providing a continued supply of forage and other values. As management practices are implemented a variety of vegetation types will continue to be available. The establishment of groups will provide younger vegetation types and older forests will continue to be available. Watercourses shall be managed to maintain shade and cover requirements providing corridors of denser vegetation for animal movement and protection. Managed stands will provide a variety of vegetation density and age. This should provide a variety of habitat types suitable for a variety of species.

If during the life of the NTMP any visual detection during the critical period or direct physical evidence of nesting/denning by

any listed species (defined pursuant to 14 CCR 895.1,) is discovered, operations on the plan shall be stopped, and DEG and CDE shall be contacted to initiate consultation. Species that have been accepted for review under the Federal Endangered Species Act (FESA) listing process such as the California Spotted Owl should also be covered under this process.

With implementation of BMP's as defined throughout this plan no adverse affect on sensitive plants or animals will occur from this plan.

33. Yes No Are there any snags which must be felled for fire protection or safety reasons? If yes, describe which snags are going to be felled and why.

For hazard reduction snags over 20' tall and 16" DBH shall be felled within 100' of all public roads, seasonal roads, and landings, and within 200' of all structures maintained for human habitation. Also merchantable snags shall be removed as per limitations listed in item 32. Other snags throughout the area shall be left.

34. Yes No Are any Late Succession Forest Stands proposed for harvest? If yes, describe the measures to be implemented by the LTO that avoid long-term significant adverse effects on fish, wildlife and listed species known to be primarily associated with late succession forests.

35. Yes No Are any other provisions for wildlife protection required by the rules? If yes, describe.

California Forest Practice Rules, Section 959.15, recommends the retention of 400 sq. ft. of oak basal area per 40 acres. Currently, there are varying degrees of oak basal area throughout the harvest area ranging from 0 to 100 sq. ft. per acre. Average current basal area is above the recommended level. However, no oaks are designated for harvest and they will be protected to the extent feasible to insure a safe, practicable harvest operation. In group openings mast producing oaks shall be favored. Where present 1 deciduous oak per acre shall be left.

36. a. Yes No Has an archaeological survey been made of the NTMP area?
b. Yes No Has an archaeological records check been conducted for the NTMP area?
c. Yes No Are there any archaeological or historical sites located in the NTMP area? Specific site locations and protection measures are contained in the Confidential Archaeological Addendum in Section VI of the NTMP, which is not available for general public review.

37. Yes No Has any inventory or growth and yield information designated "trade secret" been submitted in a separate confidential envelope in Section VI of this NTMP?

38. Describe any special instructions or constraints that are not listed elsewhere in Section II, and specify their location in the NTMP if not listed immediately below:

- 1) During periods of log haul "Truck Crossing" or "Truck Entering" signs shall be placed on Jerseydale and Darrah Road 200' from the intersection of each active spur road.
- 2) Rolling dips shall be improved to become functional and shall be installed along all seasonal roads open for winter operations at specified distances. Waterbreaks shall be installed on all other roads. Existing gullying of road surfaces shall be repaired.

- 3) If saturated road conditions exist outside of the winter period either the road segments shall be rocked with 1½" drain rock to stabilize the road segment, or, the road may be drained with a ditch to alleviate the saturated condition. No hauling shall be done on roads with saturated soil conditions.
- 4) In determination of WLPZ width on the ground the width of a road within the WLPZ shall not be included in the WLPZ width. I.e. If a watercourse requires a 75' WLPZ and has a 12' wide road within it the distance as measured along the ground from the edge of the watercourse to the edge of the WLPZ shall be 87'.
- 5) The landing between X12 and X10 is encroaching on the WLPZ. Brow logs shall be set to define edge of landing and the landing shall be mulched and cross-ditched.
- 5) At the road crossing on watercourse 1m west of the existing landing a dip shall be installed to define the crossing.
- 6) West of this landing a waterbar shall be installed on the skid trail to confine watercourse into channel. The existing skid trail in channel above this waterbar shall not be used. The area has been defined with RPF flagging.
- 7) On road from crossing "X12" to the top of the hill north of the crossing approximately 600', dips shall be installed at locations designated by RPF.
- 8) On the road north of truck crossing (X4), 2 dips shall be installed at the designated RPF flagged areas to provide adequate road drainage.
- 9) All road and watercourse mitigations or abandonment shall occur prior to November 15th of the first year of use of the road segment, crossing, and/or operations that occur in the specific area.

39. Provide a general description of physical conditions of the plan site, include in Section III, as per 14 CCR 1034 (jj).
See Section 3.
40. Describe present and proposed plan area uses other than timber production, include in Section III, as per 14 CCR 1090.5 (f).
See Section 3.
41. Provide a description by management unit(s) of the timber stand characteristics including the items listed below, in Section III.
Such description shall provide the basis for the information provided in the NTMP, as per 14 CCR 1090.5 (g):
 - a. Species composition;

RESOURCE MANAGEMENT
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CALIF. DEPARTMENT OF FORESTRY
SIERRA SOUTH HEADQUARTERS

- b. age classes;
- c. projected growth;
- d. present stocking level;
- e. present volume per acre;
- f. size class distribution;
- g. stand management history;
- h. potential pest or protection problems.

See Section 3.

42. Provide a description by management unit(s) of the proposed management objectives, including a discussion of projected timber volumes and sizes available for timber harvesting in Section III, as per 14 CCR 1090.5 (h).
See Section 3.
43. Provide a description by management unit(s) of proposed activities to achieve the management objectives, include in Section III, as per 14 CCR 1090.5 (l):
- a. projected frequencies of harvest;
 - b. silvicultural prescriptions for harvesting;
 - c. type of yarding systems to be used for each area/unit;
 - d. anticipated interim management activities which may result in rule compliance questions (i.e., erosion control maintenance).
- See Section 3.
44. Provide the period of time over which growth will be balanced with harvest in Section III, as per 14 CCR 1090.5 (j).
See Section 3.
45. Provide a description of the cumulative effects analysis with supporting information, including impact of projected harvesting over the life of the NTMP, per 14 CCR 1090.5 (v). Include mitigation measures, if any, and instructions to LTO in Section II and the analysis in Section III, as per 14 CCR 1090.5 (v).
See attached
46. Maps and drawings. Include as per 14 CCR 1090.5 (x) and as needed; insert in Sections II and/or III, as appropriate.
See attached
47. Yes No A copy of the forest practice regulations in effect at the time of submission is enclosed, as per 14 CCR 1090.5 (w). If no, the plan is incomplete: an explanation of how a copy of the regulations will be maintained by the timberland owner must be included.
48. a. Yes No This NTMP will be used for one or more of the forestry assistance programs for non-industrial forest landowners. If yes, answer b., below.
b. Yes No If yes, this NTMP has the additional information as an Addendum in Section III. If no, the information will be amended into the plan at a later time.

Note: The NTMP when expanded with additional information can meet the requirements to participate in state and federal cost-share programs. It is even possible for these programs to help offset the cost of preparing the NTMP. Contact your local Forestry Assistance Specialist (FAS) for further information concerning these programs; call toll free 1-800-783-TREE.

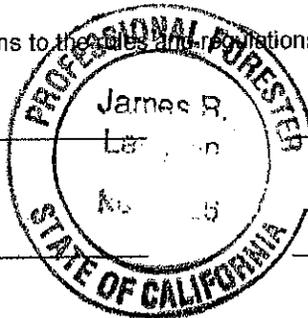
DIRECTOR OF FORESTRY AND FIRE PROTECTION

This Nonindustrial Timber Management Plan conforms to the rules and regulations of the Board of Forestry and Fire Protection and the Forest Practice Act:

By:

(Signature)

James R. Leighton



(Date)

6-01-04

(Printed Name)

James Leighton

(Title)

Deputy Chief

Clarks Valley NTMP
Por. Sec. 28, 33, & 34 T4S R19E and Sec. 2 T5S R19E
Buckingham Mountain 7.5 minute Quad
NTMP Map

60

159

10"

S.
S.



Scale 1 inch = 1,000 feet
Contour Interval = 50 feet

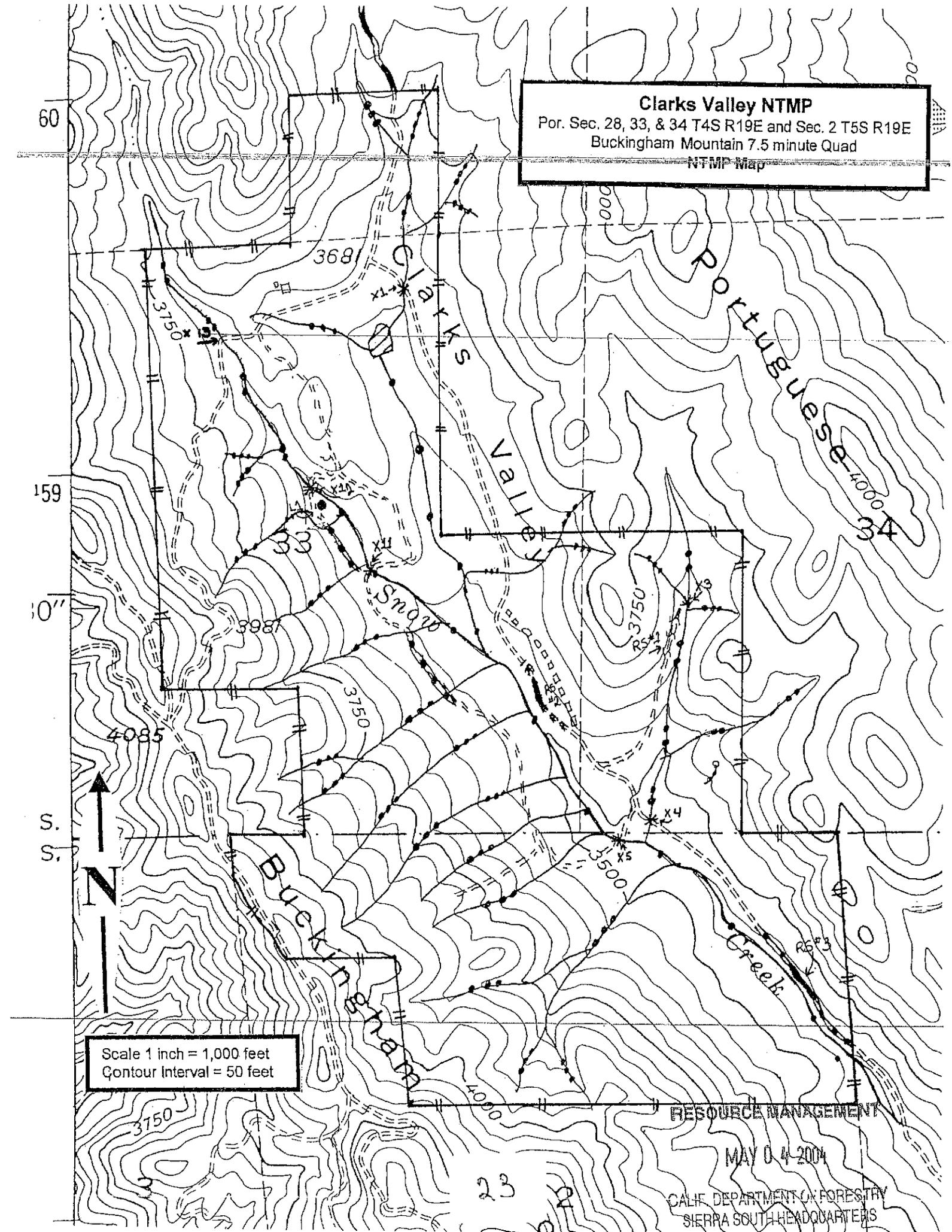
RESOURCE MANAGEMENT

MAY 04 2004

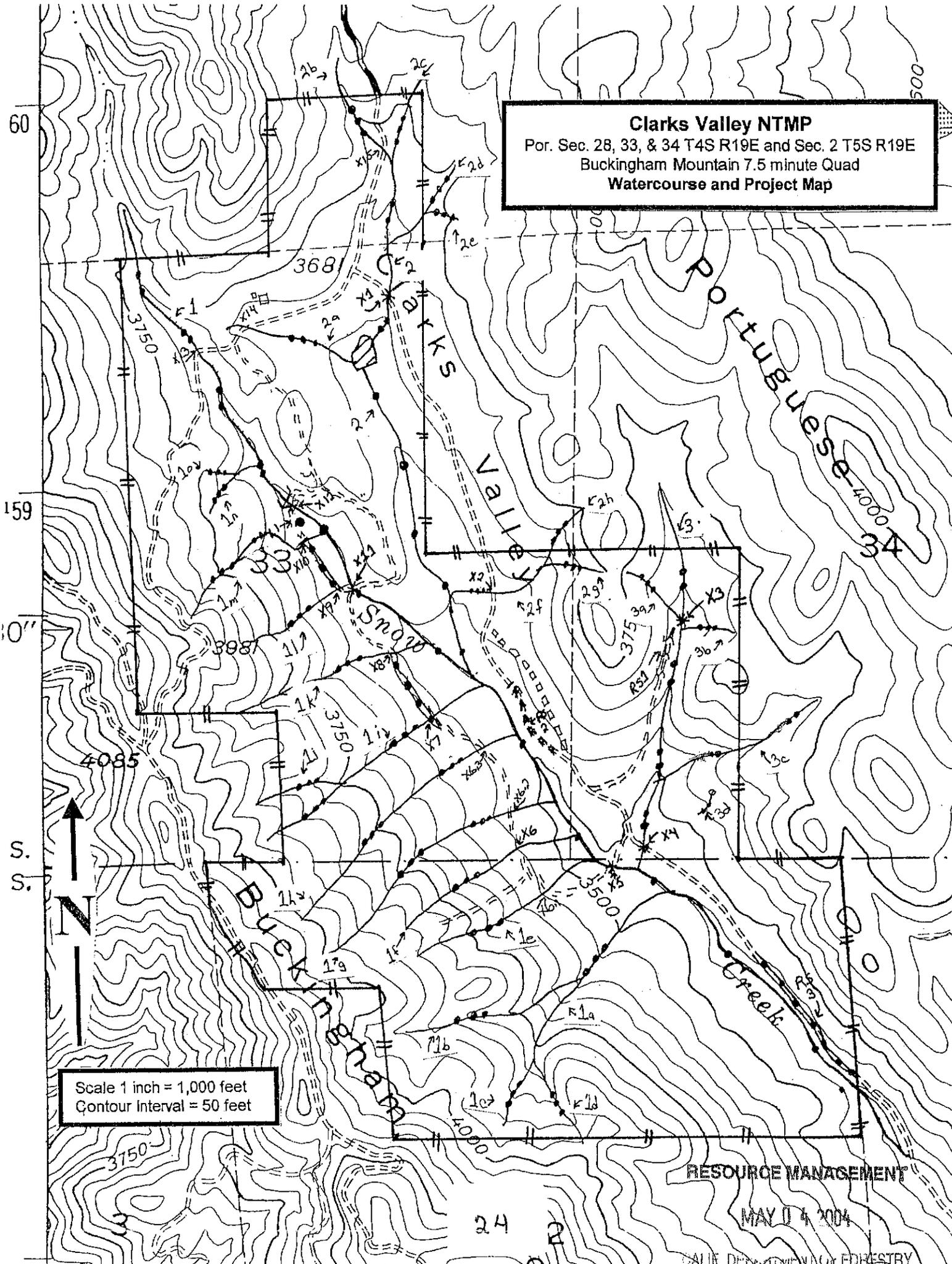
CALIF. DEPARTMENT OF FORESTRY
SIERRA SOUTH HEADQUARTERS

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2



Clarks Valley NTMP
 Por. Sec. 28, 33, & 34 T4S R19E and Sec. 2 T5S R19E
 Buckingham Mountain 7.5 minute Quad
Watercourse and Project Map



Scale 1 inch = 1,000 feet
 Contour Interval = 50 feet

RESOURCE MANAGEMENT

MAY 04 2004

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Clarks Valley NTMP
Por. Sec. 28, 33, & 34 T4S R19E and Sec. 2 T5S R19E
Buckingham Mountain 7.5 minute Quad
Erosion Hazard Rating Map

60

159

10"

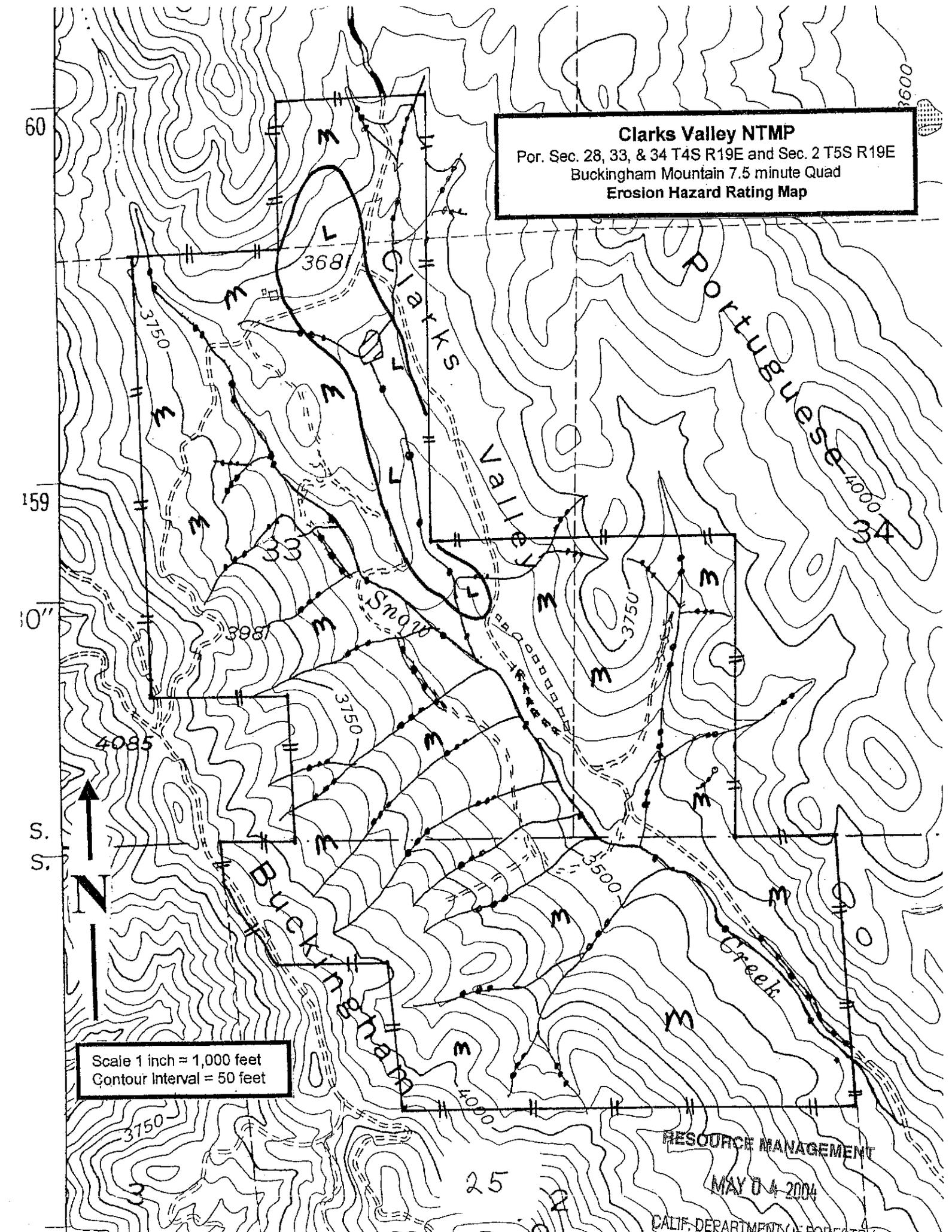
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Scale 1 inch = 1,000 feet
Contour Interval = 50 feet

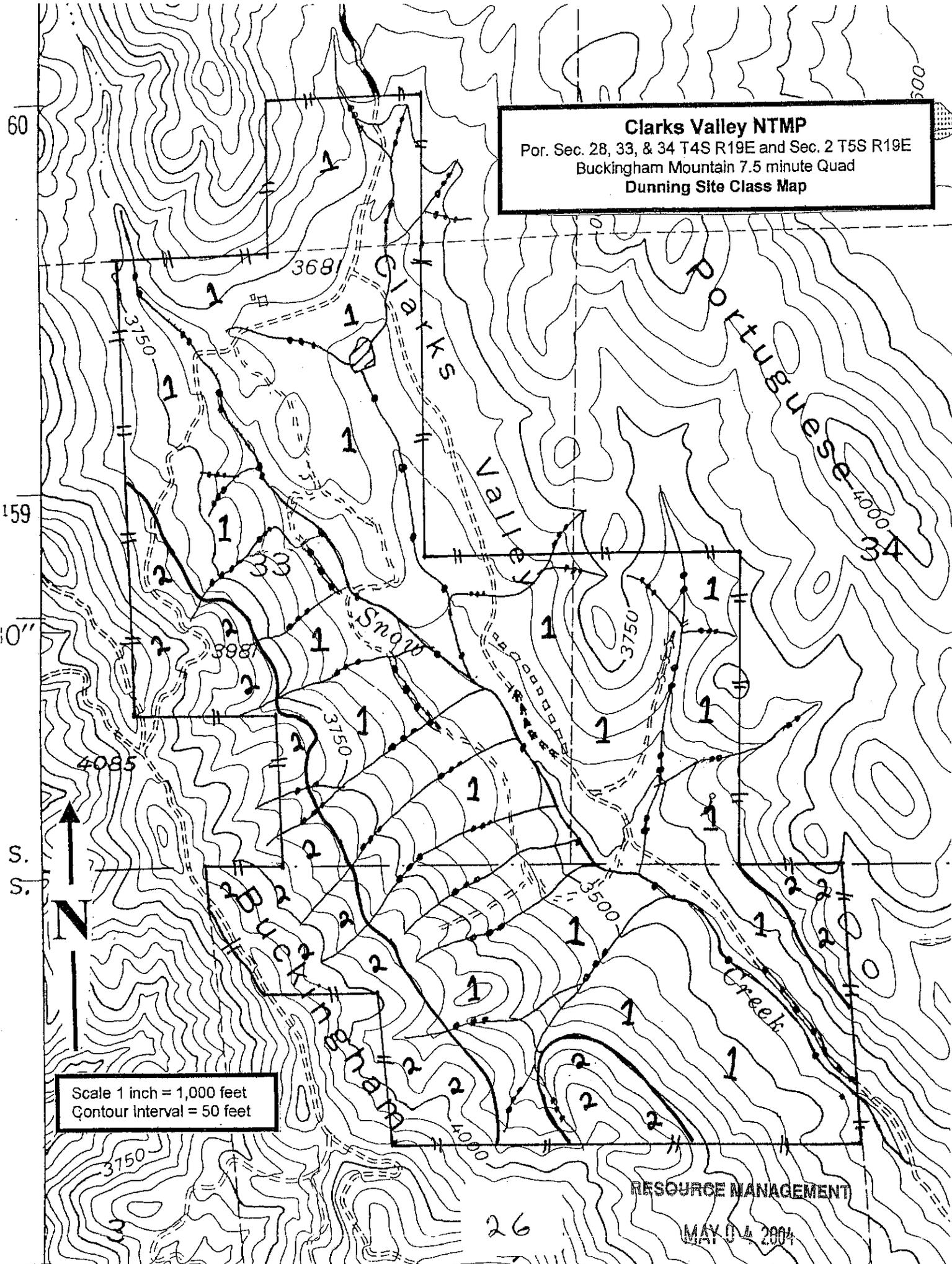
RESOURCE MANAGEMENT

MAY 04 2004

CALIF. DEPARTMENT OF FORESTRY



Clarks Valley NTMP
Por. Sec. 28, 33, & 34 T4S R19E and Sec. 2 T5S R19E
Buckingham Mountain 7.5 minute Quad
Dunning Site Class Map



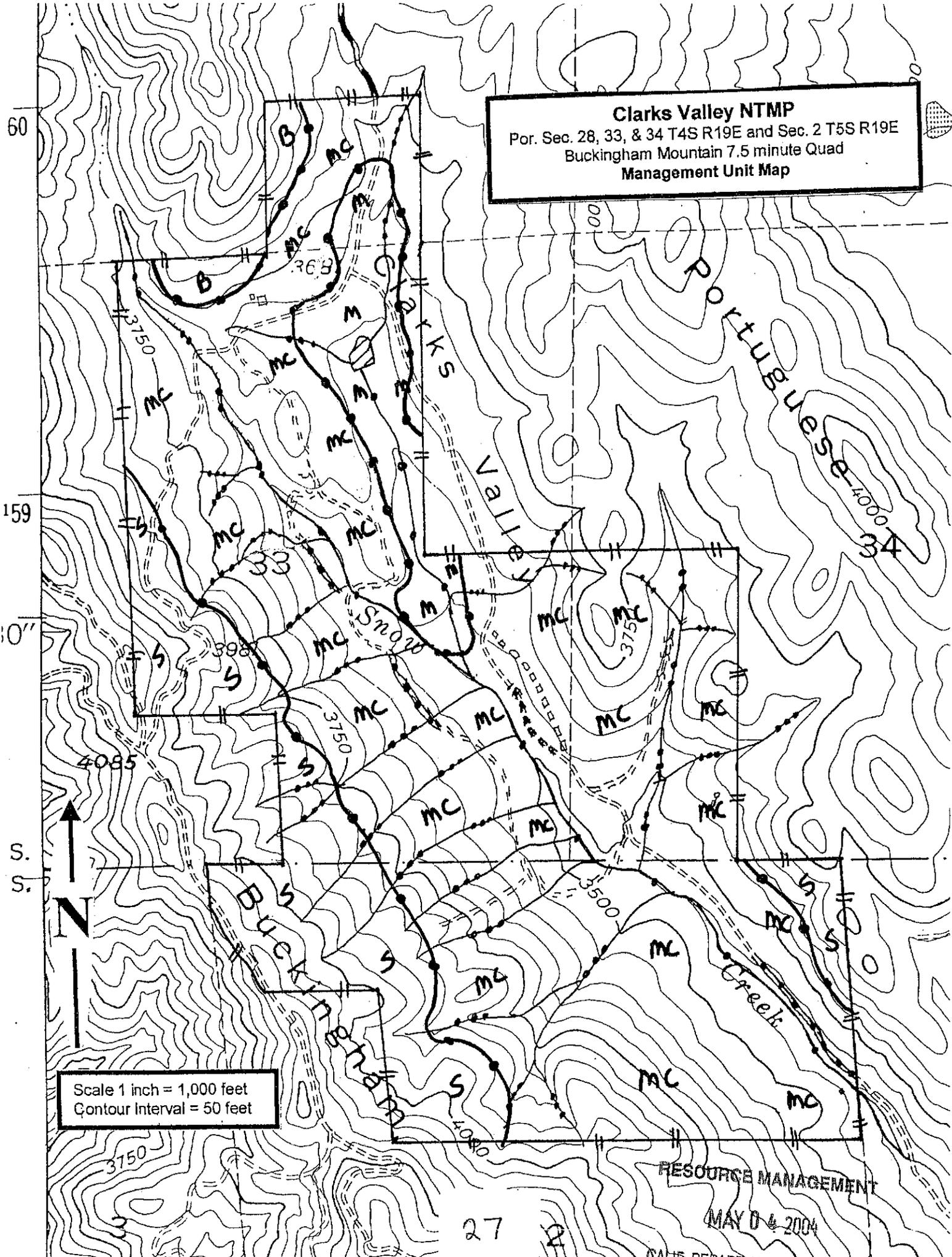
Scale 1 inch = 1,000 feet
Contour Interval = 50 feet

RESOURCE MANAGEMENT

MAY 04 2004

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Clarks Valley NTMP
Por. Sec. 28, 33, & 34 T4S R19E and Sec. 2 T5S R19E
Buckingham Mountain 7.5 minute Quad
Management Unit Map



Scale 1 inch = 1,000 feet
Contour Interval = 50 feet

RESOURCE MANAGEMENT
MAY 04 2004
CALIF. DEPARTMENT OF FORESTRY

Legend

Plan Boundary	
Seasonal Road (Public)	
Seasonal Haul Road (Private)	
Seasonal Administrative Use Road (Private)	
Seasonal Road to be Constructed (Private)	
Seasonal Road within WLPZ	
Watercourses	
Class 1	
Class 2	
Class 3	
Class 4 (pond)	
Truck Crossing	
Building or House	
In-Lieu	
WLPZ Landing	
Dunning Site Class	
Site 1	
Site 2	
Erosion Hazard Rating	
Low	
Moderate	
Management Unit	
Mixed Conifer (Unit 1 Well Stocked)	
Sanitation (Unit 4 Low Site)	
Meadow/Grass (Unit 3 Meadow)	
Pine over Brush (Unit 2 Plantation)	

For Department Use Only			
Notification Number:		Date Received:	Date Completed:
Fees Enclosed?	<input type="checkbox"/> Yes \$ _____ <input type="checkbox"/> No		
Action Taken/Notes:			

STATE OF CALIFORNIA
THE RESOURCES AGENCY
DEPARTMENT OF FISH AND GAME

NOTIFICATION OF LAKE OR STREAMBED ALTERATION
(See attachment/enclosure for instructions)

Notification Type	
<input type="checkbox"/> 1601 (Public) <input checked="" type="checkbox"/> 1803 (Private)	<input checked="" type="checkbox"/> Timber Harvest Plan (No. _____) <input type="checkbox"/> Commercial Gravel Extraction (No. _____) <input type="checkbox"/> Water Application (No. _____)

Applicant Information			
	Name	Address	Telephone/FAX
Applicant:	Al Anderson	27710 Jefferson Avenue Suite 302 Temecula, CA 92590	Business: (909) 676-6148 Fax:
Operator:	Same as above		Business: Fax:
Contractor: <i>(if known)</i>			Business: Fax:
Contact Person: <i>(if not applicant)</i>			Business: Fax:
Property Owner:	Same as applicant		Business: Fax:

Project Location				
Location Description:	Clarks Valley on Snow creek approximately 6 miles east of Mariposa and 1 mile west of the USFS Mariposa Guard Station off Jerseydale Road.			
County		Assessor's Parcel Number		
Mariposa		09-190-004		
USGS Map	Township	Range	Section	Latitude/Longitude
Buckinham Mountain	4 & 5 south	19 east	28,33,34,2	
Name of River, Stream, or Lake:	Snow Creek			
Tributary To?	Chowchilla River			

NOTIFICATION OF LAKE OR STREAMBED ALTERATION

(Continued)

Name of Applicant: Al Anderson

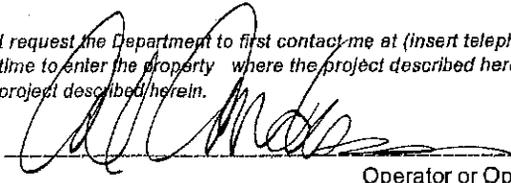
Project Description							
Project Name:	Clarks Valley NTMP						
Proposed Start Date:	5-1-04	Proposed Completion Date:	12-31-04	Project Cost:	\$ 5,000	Number of Stream Encroachments: <i>(Timber Harvest Plans only)</i>	7
Describe project below: <i>(Attach separate pages if necessary)</i>							
<p>At truck crossing 3 (X3) on class 2 watercourse 3,, a Humboldt crossing shall be placed over the existing culvert during the first entry. The specifications for the Humboldt crossing are as follows:</p> <ol style="list-style-type: none"> 1) Place logs in channel to a depth of 6" to 12" below final road grade. 2) Place Typar or Plastic over logs. 3) Place straw to a minimum depth of 12" over fabric. 4) Place fill over straw no deeper than 6". 5) Removal of installation shall entail removal of as much fill as possible with a skidder or tractor. Removal of logs shall be done with grapples or cable. Removal of any foreign material in channel below high water mark. After initial operation, the culvert shall be removed with the Humboldt crossing. The channel shall be cleaned of debris and defined by a berm on each approach. Areas of bare mineral soil shall be mulched. 6) Subsequent entries will install a temporary Humboldt crossing at this location. <p>At truck crossing (X4) on class 2 watercourse 3 an inside ditch will be installed starting 75' north of the crossing and terminate in the channel. The ditch shall be no greater than 3' deep and 3' wide. The existing culvert shall be removed and replaced with a rock ford. After removal of the CMP the channel shall be defined with a 3' dip crossing the road. 4" or greater rock shall be placed in the dip for the full width of the channel and capped with 1 1/2" drain rock. 100 feet of the northern approach and 50 feet of the southern approach shall be rocked. An energy dissipater consisting of 4" or greater rock shall be installed on the downstream end and extend from the edge of the road to 10' downstream.</p>							
						<input type="checkbox"/> Continued on separate page(s)	

Attachments/Enclosures		
Attach or enclose the required documents listed below and check the corresponding boxes.		
<input type="checkbox"/> Project description	<input checked="" type="checkbox"/> Map showing project location, including distances and/or directions from nearest city or town	<input checked="" type="checkbox"/> Construction plans and drawings pertaining to the project
Attach or enclose the documents listed below, if complete, and check the corresponding boxes.		
Completed CEQA documents:	<input type="checkbox"/> Negative Declaration <input type="checkbox"/> Environmental Impact Report	<input type="checkbox"/> Notice of Exemption
	<input type="checkbox"/> Mitigated Negative Declaration	<input type="checkbox"/> Notice of Determination
Copies of applicable local, State, or federal permits, agreements, or other authorizations:	<input type="checkbox"/> Local. <i>Describe:</i>	
	<input type="checkbox"/> State. <i>Describe:</i>	
	<input type="checkbox"/> Federal. <i>Describe:</i>	

I hereby certify that all information contained in this notification is true and correct and that I am authorized to sign this document. I understand that in the event this information is found to be untrue or incorrect, I may be subject to civil or criminal prosecution and the Department may consider this notification to be incomplete and/or cancel any Lake or Streambed Alteration Agreement issued pursuant to this notification. I understand that this notification is valid only for the project described herein and that I may be subject to civil or criminal prosecution for undertaking a project that differs from the one described herein, unless I have notified the Department of that project in accordance with section 1601 or 1603 of the Fish and Game Code.

I understand that a Department representative may need to inspect the property where the project described herein will take place before issuing a Lake or Streambed Alteration Agreement pursuant to this notification. In the event the Department determines that a site inspection is necessary, I hereby authorize the Department to enter the property where the project described herein will take place to inspect the property at any reasonable time and certify that I am authorized to grant the Department permission to access the property.

I request the Department to first contact me at (insert telephone number) (609) 676-6148 to schedule a date and time to enter the property where the project described herein will take place and understand that this may delay the Department's evaluation of the project described herein.



Operator or Operator's Representative

2-18-04
Date



STATE OF CALIFORNIA-THE RESOURCES AGENCY
DEPARTMENT OF FISH AND GAME

Lake and Streambed Alteration Program
 Project Questionnaire

Please complete the following questionnaire and submit it with your notification package to expedite the Department's review of your proposed project or activity.
 Please attach or enclose any additional information or documents that support or relate to your response.

	Yes	Maybe/ Uncertain	No	Please explain if you responded "yes" or "maybe/uncertain"
1. Will the project or activity involve work on the bank of a river, stream, or lake?	✓			Project will improve 4 existing crossings. Banks will be pulled back to allow vehicle access
2. If you answered "yes" to #1, will the project or activity involve any of the following:				
a. Removal of any vegetation?	✓			Light amounts of grass and forbs will be removed at each crossing.
b. Excavation of the bank?	✓			Bank will be sloped back
c. Placement of piers?			✓	
d. Placement of bank protection or stabilization structures or materials (e.g., gabions, rip-rap, concrete slurry/sacks)?			✓	
3. Will the project or activity take place in, adjacent to, or near a river that has been designated as "wild and scenic" under state or federal law?			✓	
4. Will the project or activity involve work in the bed or channel of a river, stream, or lake?	✓			At 2 location existing culverts will be removed.
5. Will the project or activity involve the placement of any permanent or temporary structure in a river, stream, or lake?			✓	

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	Yes	Maybe/ Uncertain	No	Please explain if you responded "yes" or "maybe/uncertain"
6. Will the project involve the use of material from a streambed?			✓	
7. Will the project or activity result in the disposal or deposition of debris, waste, or other material in a river, stream, or lake?			✓	
a. If you answered "yes" to #7, describe the material that will be disposed of or deposited in the river stream, or lake:				
8. Will any type of equipment be used in a river, stream, or lake?			✓	
a. If you answered "yes" to #8, describe the type of equipment that will be used:				
Does the project or activity area flood or periodically become inundated with water?			✓	
j. Will water need to be diverted from a river, stream, or lake for the project or activity?			✓	
11. If you answered "yes" to #10, please answer the following:				
a. Will this be a temporary diversion?				
b. Will water quality be affected by the deposition of silt, an increase in water temperature, a change in the pH level, or in some other way?				
c. Will the water be diverted by means of a dam, reservoir, or other water impoundment structure?				
12. Will the project or activity be done pursuant to a water right application or permit?			✓	
13. a. Has a wildlife assessment or study been completed for the area where or near where the project or activity will take place? (If "yes", attach or enclose a copy of the assessment or study.)	✓			Clarks Valley NTMP

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	Yes	Maybe/ Uncertain	No	Please explain if you responded "yes" or "maybe/uncertain"
14. Will the project or activity affect fish, amphibians, insects, or other aquatic resources?			✓	
15. Will the project or activity affect terrestrial wildlife?			✓	
16. Are any endangered or rare plant species thought or known to occur in the area where the proposed project or activity will take place?			✓	
17. Are any endangered or threatened fish, bird, or animal species thought or known to occur in the area where the proposed project or activity will take place?			✓	
18. Have you contacted any other local, State, or federal agency regarding the project or activity?			✓	California Department of Forestry and Fire Protection
3. If you answered "yes" to #18, please list the names of the agencies you have contacted:				
Have you applied for or obtained any permit, agreement, or other authorization for your project or activity from any government agency?			✓	CDF
a. If you answered "yes" to #19, please list the names or describe the permit, agreement, or authorization you have applied for or obtained:				
20. Have any environmental documents pertaining to your project or activity been prepared?			✓	NTMP submitted to CDF
a. If you answered "yes" to #20, please list the environmental documents that have been prepared:				

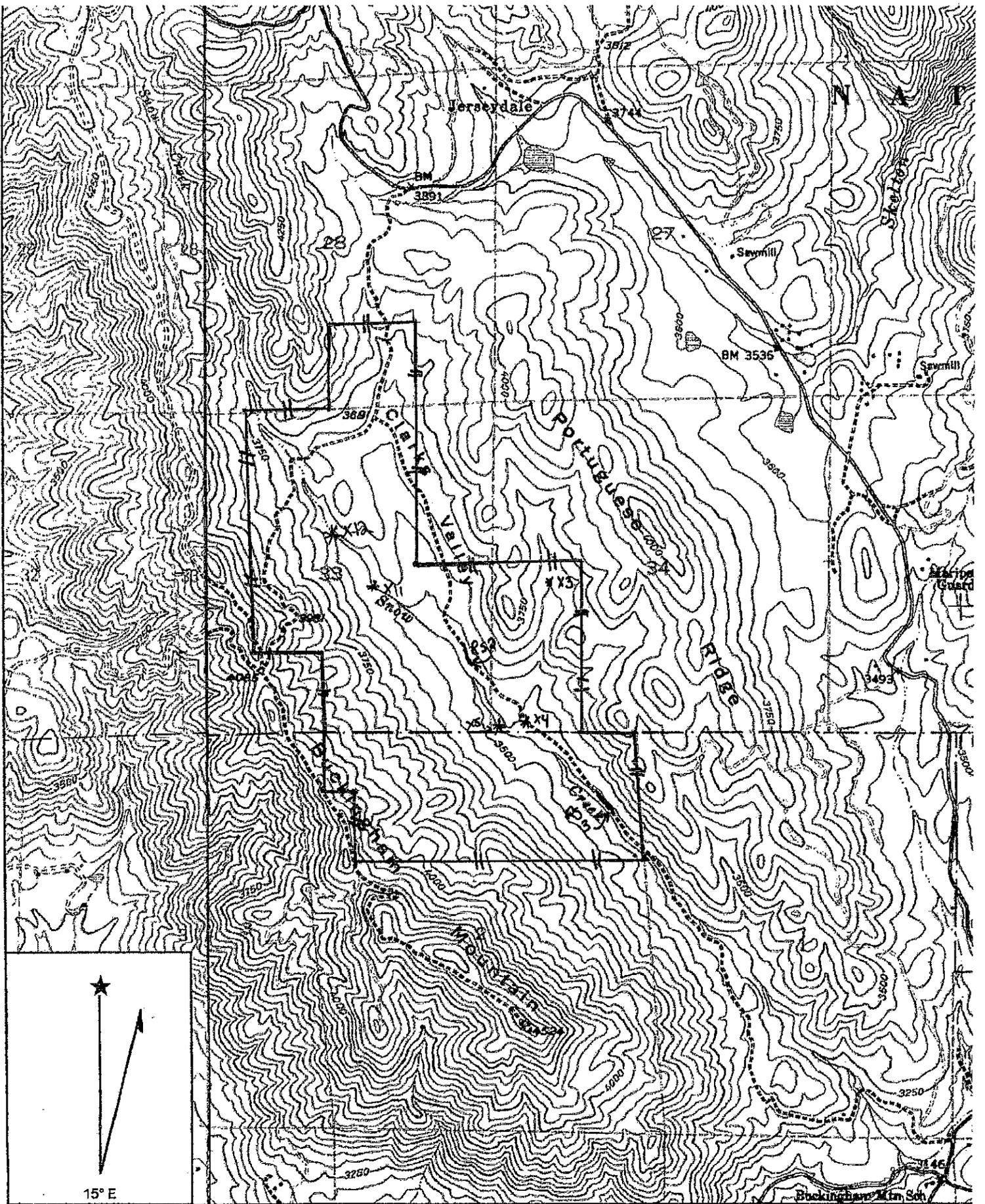
I hereby certify that all information contained in this notification is true and correct and that I am authorized to sign this document. I understand that in the event this information is found to be untrue or incorrect, I may be subject to civil or criminal prosecution and the Department may consider this notification to be incomplete and/or cancel any Lake or Streambed Alteration Agreement Issued pursuant to this notification.



Operator or Operator's Representative

2-18-04

Date



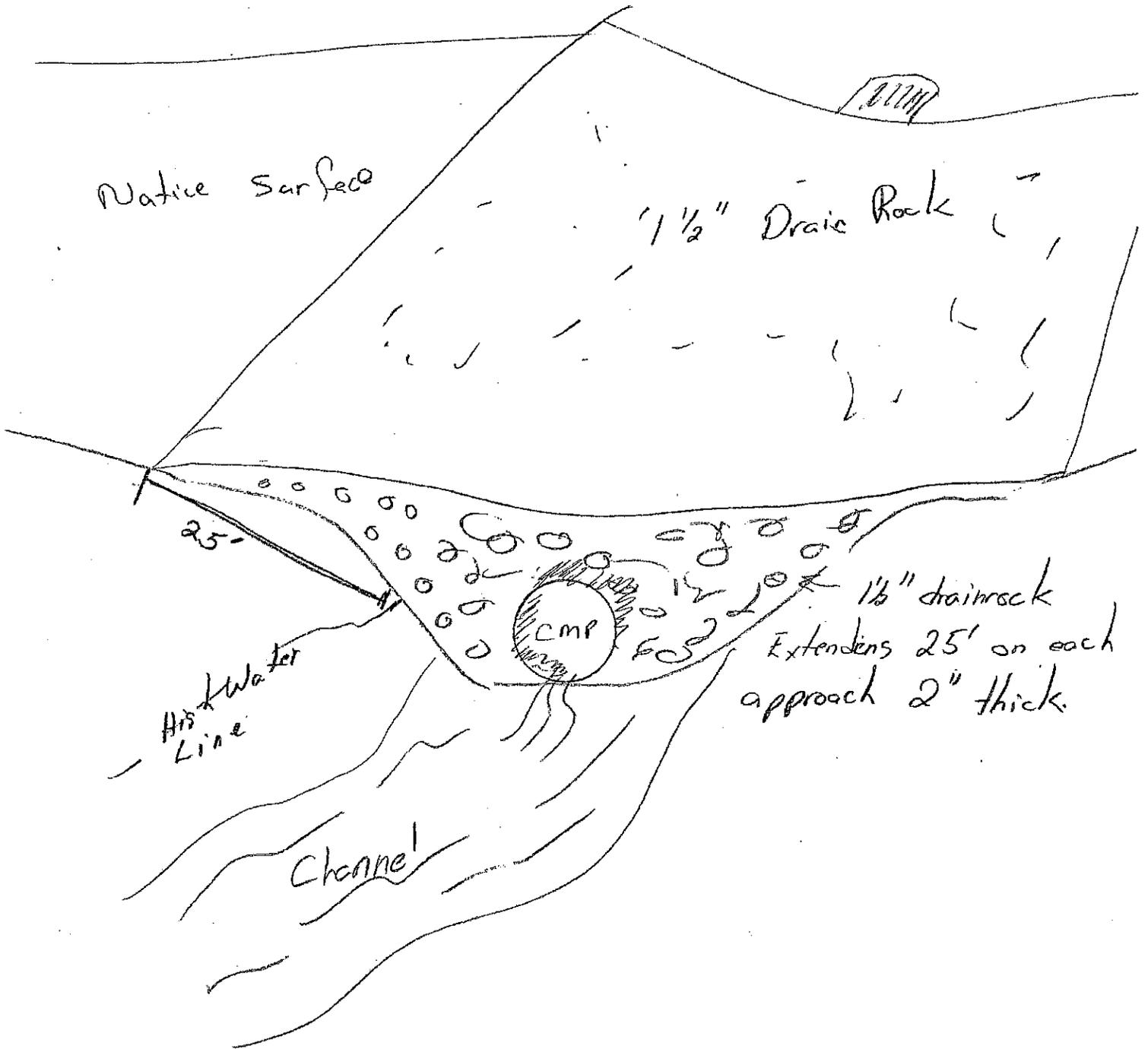
Name: BUCKINGHAM MT
 Date: 10/27/2003
 Scale: 1 inch equals 2000 feet

Location: 037° 32' 30.4" N 119° 51' 32.0" W
 Caption: Clarks Valley NTMP
 Por. Secs. 28, 33, § 34 T4S R19E Sec 2 T5S R19E
 Project Boundary

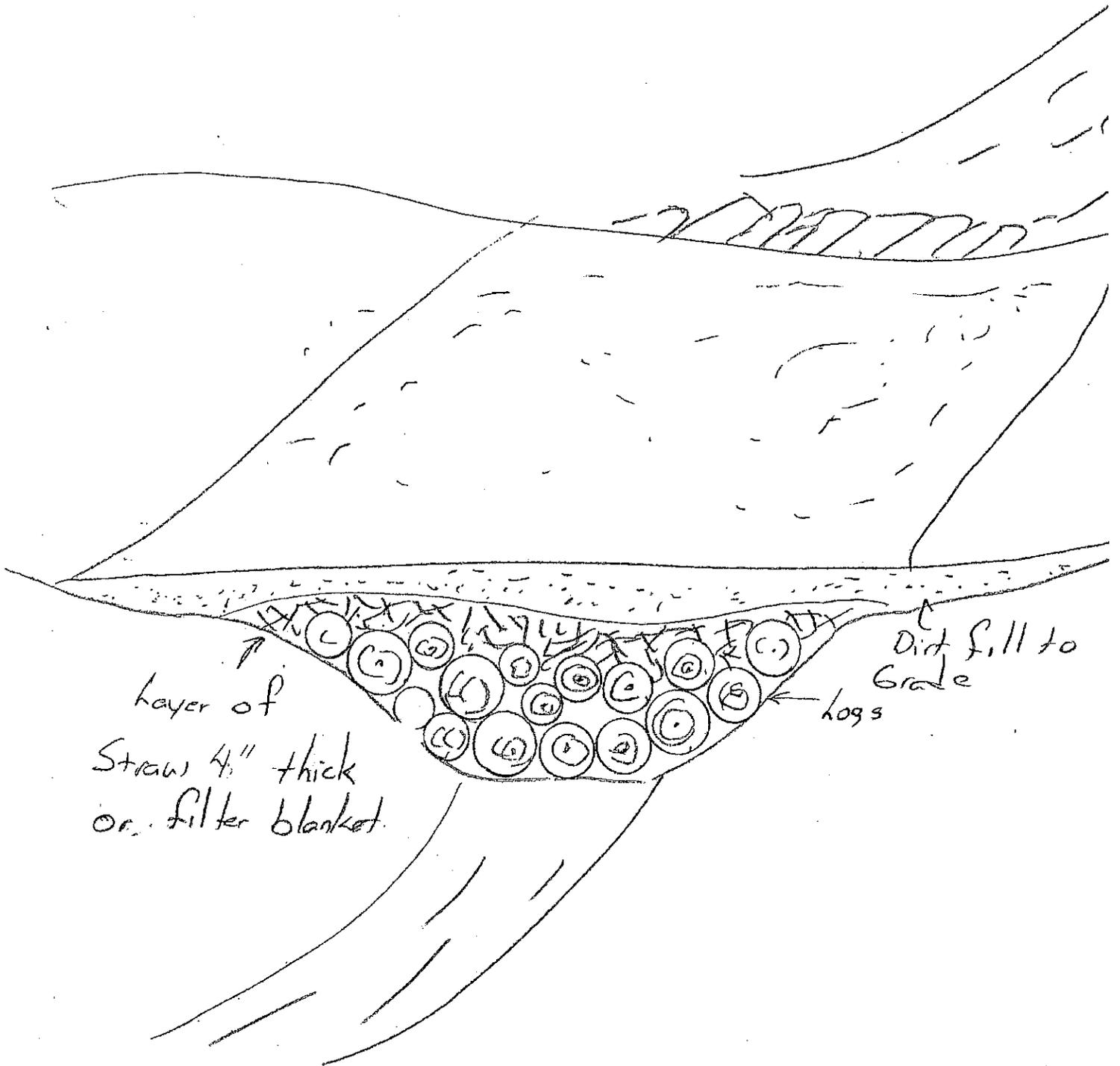


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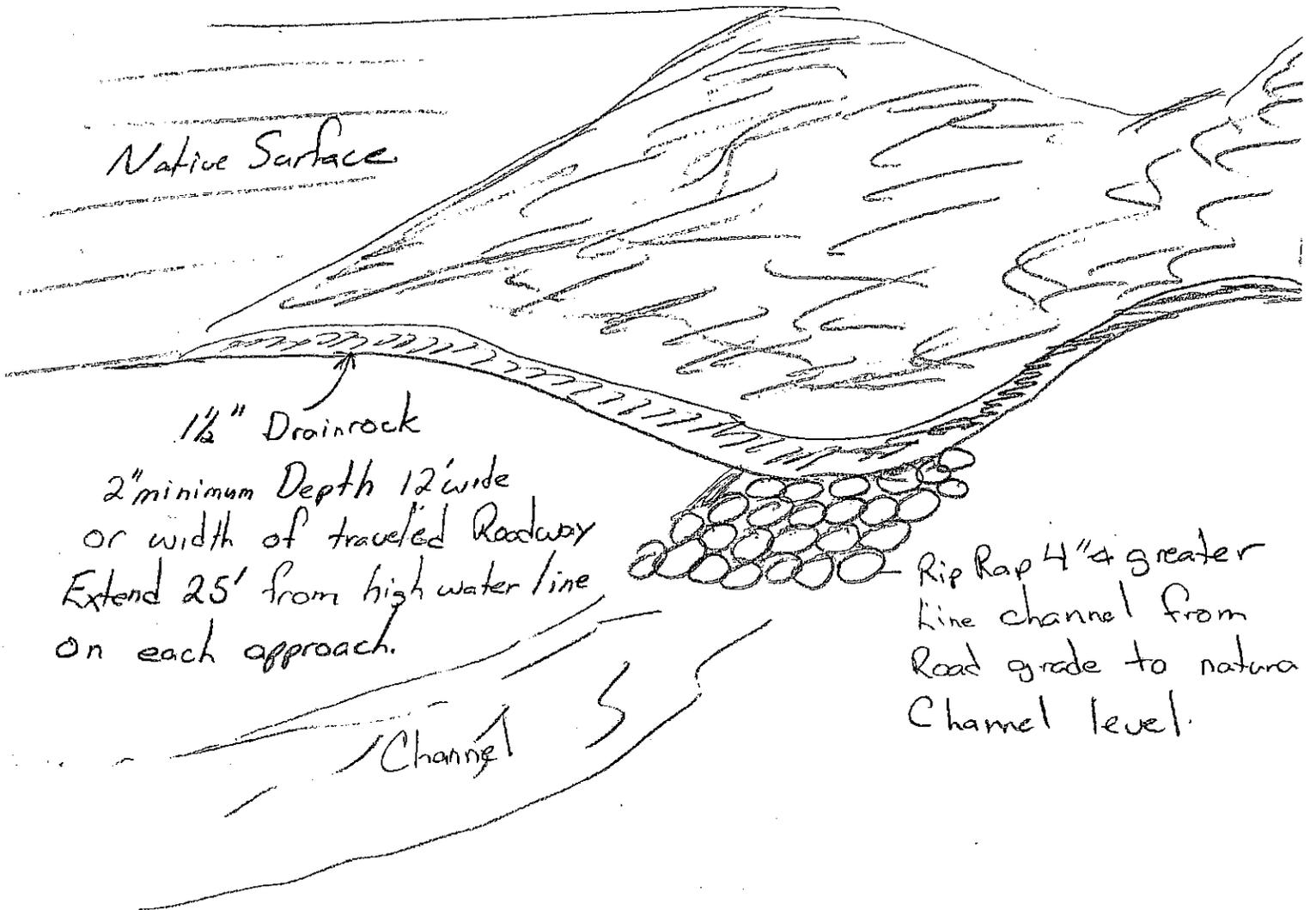
Temporary Truck Crossing



Humboldt Skid Crossing



Rocked Ford Crossing



SECTION III - EVALUATION OF POTENTIAL PROJECT IMPACTS

This section is to be used by the RPF to:

- * Elaborate upon any numbered item in Sections I and II. The RPF may wish to go into greater detail than is required in the preceding sections for the purpose of assisting the NTMP reviewers in understanding the harvest being proposed.
- * Provide information which is required by the rules but may or may not result in operational procedures found in Section II.
- * Explain and justify that part of the harvest which is at variance to the standard rule.
- * The NTMP must be consistent with an approved SYP. If this plan relies on information contained in a SYP to satisfy a requirement, provide a cross-reference to the SYP by page and paragraph number.

Project Description: As required in Title 14 CCR 1034jj, provide a general description at the plan site for the following resources:

- general soils
- topography
- vegetation
- stand conditions
- watershed conditions
- stream conditions
- timber sites

Project Description

This project involves a Non-industrial Timber Management Plan on a 733 acre property, 683 acres of timber, approximately 1 mile west of the USFS Mariposa Guard Station on Jerseydale-Darrah Road in Mariposa County. The elevation is approximately 3,700'. Landowner objectives for this project are:

1. Generate periodic incomes to provide funds for ranch maintenance and improvement.
2. Protect property and assets from loss to catastrophic fire.
3. Improve forest health and reduce losses from disease and insect attack.
4. Obtain a plan under which the values and productivity of the property can be managed on a long term basis.

Topography and Soils

The dominant feature on the project is Snow Creek which is a class I/II tributary of the Chowchilla River. The creek flows diagonally from the northwest corner to southeast corner of the project. The area along the creek is predominantly flat. Vegetation portrays a typical central sierra mix conifer cover type. The only structures are a cabin and generator building that are located northwest of Snow Creek, and within several hundred feet of the pond. There are four general forms of topography within the project boundaries which include: 1. relatively flat meadow areas, 2. Eastern aspect (30-50% slopes), 3. flat rounded canyon bottoms, and 4. moderately steep class III drainages (15-45% slopes). Several class 2 and 3 watercourses flow through the property. The slopes are relatively gentle along the creek. Once outside the alluvial plain slopes become increasingly steeper ranging from 20 to 40%. The elevation ranges from 3500' along Snow Creek to 4250' on Buckingham Mountain. Tractor and skidder operations will be conducted over the entire area

The soils suitable for timber production on the project belong to the Josephine, Mariposa, and Stump Springs series. These soils all have a loam surface layer with a clay loam subsurface layer. Total soil depth of these soils is relatively deep but depth to restrictive layer, clay subsoil, ranges from 10 to 19 inches. All of these soils have a relatively low percentage of coarse fragments at the surface. The Josephine and Mariposa soils are derived from meta-sedimentary rocks while the Stump Springs soils are formed from granitic rocks. All these soils have a "Moderate" EHR.

Along Snow Creek, soils consist of unclassified alluvial material with flat terrain. These are deep soils formed from deposits of the watercourse. The soil has a loam texture with indiscernible soil layers. The soils are rich and support hay production and grazing. Slopes are very gentle and the area is basically flat. EHR for this area is low.

Vegetation and Stand Conditions

The project consists of 4 vegetation types. The vegetation cover types include well stocked mixed conifer stands, marginally stocked pine and oak stands, understocked pine over brush area, and an oak/meadow area along the Snow Creek. Along snow Creek on the alluvial soils the area is used for livestock grazing and grass production. There are isolated oaks spread throughout the unit and along the edges of the meadow. The majority of the project area is a Mixed Conifer-Ponderosa Pine stand. Tree species include Ponderosa Pine, Incense Cedar, Sugar Pine, and White Fir. Manzanita and Ceanothus comprise the bulk of the understory brush vegetation. On the upper slopes the productivity drops and the main species are Ponderosa Pine and Live Oak. In the northwest portion of the ownership there is a 12 acre stand of under-stocked pine over brush. The upper Snow Creek Basin (northern portion of the project area) is comprised of Oak Woodland/Grassland and is broken up by the occasional meadows that contour the creek. Species mix on a total volume/acre basis is 49% Ponderosa Pine, 34% Incense Cedar, 12% White Fir, and 5 % Sugar Pine. Average basal area is 100 square feet. The stand is composed of 3 age classes. The older age class is 60 to 100 years old. These trees generally have healthy crowns and are predominantly Ponderosa Pine. A secondary class of 20-40 year old trees range from 40 to 60' tall and appear to be in good health with the exception of the occasionally blister rust infected tree. The understory is made up of seedlings and saplings that range between 10 and 20 years old. These trees are predominantly Ponderosa Pine and Incense Cedar and are relatively healthy. Spacing is not ideal and stocking level is higher than desired under ideal conditions. The understory also has areas of brush and blackberries, which hinder regeneration and management access.

From 1989 to 1992, a CFIP project was completed which entailed the thinning of several of these stands. The objectives were to release conifers and reduce the fuel levels on several portions of the property. Additionally, due to the insect infestation on the property an emergency notice was filed to recover mortality and subsequently control the infestation.

Watershed and Stream Conditions

The plan area lies within the Snow Creek Watershed, calwater 2.2-#6539.110103. The assessment area contains approximately 6,690 acres. Land uses range from residential home sites to timber management and cattle grazing creating a variety of vegetation types and stand conditions. The watershed is well vegetated with ponderosa pine and mixed conifer forests, oak woodlands, dense brush fields and some grasslands. The watershed is sparsely populated.

The main Class 1 watercourse in the watershed is Snow Creek. The creek has a moderate stream gradient and the watercourse meanders resulting in areas of steep undercut banks and active sources of sediment. Along the creek, areas of alluvial deposits create wide flat banks flanked by steeper hills. Grazing is relatively common in the watershed. There are several road crossings associated with residences, ranching, and timber production along the creek. Access to the area by the public is limited as most of the private property is fenced and posted. As a result traffic is concentrated along Jerseydale Road limiting damage to erosion control structures located on secondary roads. Vegetation along the creek is well established and the large woody debris component is well represented. The streambed consists of mainly gravels with exposed sections of bedrock. Shade canopy throughout much of the watershed is greater than 50%.

There are several class 2 tributaries throughout the watershed. These watercourses show signs of historic harvesting operations where skid trails often followed the channels. Road crossings are common and generally consist of fords or small CMP's. Vegetation cover is generally good and exceeds 50%.

The Class III watercourses in the watershed are flashy and generally are a result of run-off from precipitation as opposed to spring fed.. Shade canopies are well developed exceeding 50%. These watercourses run water generally during rainstorms and do not appear to generate enough energy to transport abnormal levels of sediment downstream.

There is a man-made pond on the project area. This is a class 4 pond used for some irrigation. The pond is a result of a man-made dam approximately 15' tall. This pond is surrounded by grass and meadow and shall be protected as a class 1 watercourse. Timber harvesting activities around the pond will be very minimal throughout the life of the plan and should be limited to the occasional removal trees encroaching into the meadow.

Timber Sites

The Josephine, Mariposa, and Stump Springs soils have a Forest Survey site class of 4 to 5, corresponding to a Dunning Site Class of 1 or II. The areas in the southwest, and southeast corners consist of scattered timber and oaks.. The areas of mixed conifer on the lower slopes surrounding the creek are Dunning Site 1. The areas on the upper slopes in the southeast and west have shallower Josephine soils and are Dunning Site Class 2.

Item 14 - Achievement of MSP

Option a Which option will be utilized to meet MSP? Provide sufficient information below to
Option b meet the rule requirements.
Option c

Long term MSP shall best be achieved by ensuring that the stocking standards appropriate for each silvicultural method are accomplished within the prescribed time period.

RESOURCE MANAGEMENT

Commercial Thinning

Maximum sustained productivity shall be met by meeting the standard of 953.3. Post harvest stocking levels shall meet these requirements. In stands where the dominant and co-dominant crown canopy is occupied primarily by trees greater than 14" DBH on site 1 mixed conifer lands at least 125 square feet of basal area shall be left, and on site 1 timberland where greater than 50% of the basal area is pine, at least 100 square feet of basal area shall be left. In stands where the dominant and co-dominant crown canopy is occupied by trees less than 14" DBH a minimum of 100 trees per acre over 4" DBH shall be retained.

Selection:

Maximum sustained productivity shall be met by meeting the standard of 953.2. Post harvest stocking levels shall meet the requirements of 952.7(b)(2) having an average 100 square feet of basal area per acre immediately upon completion of harvest. The extent and intensity of soil disturbance caused by this harvest will not be similar to that caused by a clear-cut

Sanitation Salvage

Maximum sustained productivity shall be met by meeting the standard of 952.7(b). Post harvest stocking levels shall meet the requirements of 952.7(b)(1) having an average point count of 300 points per acre. The small groups of timber over 12" DBH shall average 40 square feet of basal per acre. These standards shall be met immediately upon completion of harvest. The extent and intensity of soil disturbance caused by this harvest will not be similar to that caused by a clear-cut

Group Selection (Future Entries)

Maximum sustained productivity shall be met by meeting the standard of 953.2(a)(B). Post harvest stocking levels shall have at least 80% of meet the requirements of 952.7(b)(1) having an average basal per acre of 100 square feet. Not more than 20 % of the stocked plots may meet the 300 point count standard with trees that are at least 10 years old. Groups shall be separated by a logical logging unit and shall vary in size from .25 acres to 2.5 acres. These standards shall be met immediately upon completion of harvest. The extent and intensity of soil disturbance caused by this harvest will not be similar to that caused by a clear-cut.

Non-timbered areas include the meadows. These trees shall be maintained in a non-stocked status. As trees encroach on the meadow over time they will be removed. It is anticipated that they will be removed prior to achieving merchantable size but some may be removed as small sawlogs as management intensities vary over the life of the plan.

Item 14 - Silviculture

Yes [] No [X] Is an Alternative Prescription going to be used? If yes, please provide information required under 14 CCR 953.6.

Item 14 - Silviculture

[X] Yes [] No

Is a waiver of marking by the RPF requirement requested? If yes, how will LTO determine which trees will be harvested or retained? If yes and more than one silvicultural method, or Group Selection is to be used, how will LTO determine boundaries of different methods or groups?

During thinning operations mechanical harvesting equipment may be used allowing harvest tree selection to be done by the operator. Thinning entries will occur in the first entry and during the first two commercial harvest entries into groups. In these cases leave tree selection shall be made by a trained operator. Trees shall be selected to leave the straightest and healthiest trees at a spacing to meet the desired stocking level. The RPF administering the plan shall insure that all operators shall be trained in tree selection and implement the cutting prescription as written and included in the notice of operations.

Item 14h- Regeneration and Site Prep Plan

The plan is to use an integrated approach to regeneration using mechanical, chemical, and natural agents. A seed bed shall be prepared and natural regeneration will be given a chance to regenerate group openings. If insufficient numbers of seedlings are established after 2 years artificial regeneration shall be used to insure full stocking. In the rehab area of 12 acres in the northwest portion of the project area artificial regeneration shall be used immediately following site prep. The residual trees will not be relied on to provide adequate regeneration. Following seedling establishment cultural activities including brush control and pre-commercial thinning will be used to maintain health and vigor of seedlings.

Item 15 - Pests

Note: For items answered yes, include mitigation measures to be performed by the operator in item 15 Section II.

Yes [] No [X] Is the NTMP filed in an area which has been declared a zone of infestation by the Board of Forestry? If yes, identify feasible measures to be taken to mitigate adverse infestation or infection impacts from the timber operation.

Yes [X] No [] Are significant adverse insect or disease build-ups located on the area to be harvested under this NTMP? If yes, include feasible measures to address the problem.

Intermediate harvests shall attempt to improve stocking levels and remove diseased and defective trees. Trees with physical evidence of disease or mechanical defect shall be targeted during these operations. This shall help remove sources

of further infestation and improve phenotypic characteristics of the stand providing potentially superior seed for future regeneration.

Yes No Is treatment of pine brood material necessary to mitigate significant adverse impacts at any time during the life of the NTMP? If yes, please explain the measures to be taken to mitigate potential impacts.

Given the elevation and species on the plan area there is potential for creating pine brood material. Winter operations would preclude rapid drying of slash and providing brood material. Slash piled during regeneration activities could also provide brood material. Lopping specifications and piling requirements outlined in section 2 item #15 shall allow for drying of slash and brood material preventing the buildup of insect populations.

Item 23 Winter operations

All phases of the operation may occur during the winter period. The winter operations plan is designed to take advantage of dry periods during the winter period and facilitate harvesting and site preparation. It is common to have periods with no precipitation during early fall and spring as well as extended periods during the winter. Haul roads are stable and provide good opportunities for hauling without adverse impacts on the road system. The plan takes advantage of these opportunities as well as protecting the resource. Waterbars shall be in place prior to storms and the prohibition of operations on saturated soils insures against potential damage. Operations during the winter under this plan shall meet the intent of the rules.

Item 25 Roads and Landings

The main access road into the southeastern portion of the property has 2 segments inside the WLPZ. This road is relatively stable and currently is native surface. A short section of new road, 850 feet, shall be constructed to bypass section (RS2) of road. The proposed road (specified by RPF flagging) shall be 12' wide out sloped with rolling dips. The road shall follow existing skid trails where possible and traverse gentle slopes less than 30 %. A 400 foot section of road shall be abandoned and shall be blocked by rocks or cull logs. The designated section was flagged by RPF. Elimination of this section will allow for stabilization of the area and preventing continued erosion.

Within the WLPZ section, Snow Creek is undercutting the road bank. A backhoe shall be utilized to pull back the bank to a fill slope ratio of 1:1. The backhoe shall operate on the existing road surface. The existing Alders shall not be disturbed. Bare mineral soil shall be mulched. The project section was flagged by RPF.

An additional section of road designated on the NTMP map as "RS3" is within the WLPZ. This segment shall be used only for administrative use and shall not be used for log haul. At this location Snow creek is actively eroding the fill slope of the road. Large rocks, larger than 12", shall be placed at the foot of the slope extending the existing rock wall to confine the watercourse. The slope above the rocks to the top of the road surface shall be rip-raped with 4" and greater rock to maintain the slope and prevent continued sediment transport into the watercourse.

The road leading to crossing (X3) has a section (RS1) that encroaches on the WLPZ. This segment shall be rocked. Rock specifications shall be minimum 12-foot width or wider if needed to cover traveled surface. Rock shall be minimum 2" thick and shall be minimum size of 1½" drain rock. Rock shall be in placed prior to the start of the winter period of the first year of use. After initial entry RPF shall evaluate conditions and determine whether additional rock is required prior to future entries. If additional rock is necessary instructions shall be included in the NOP. Rocking of this segments shall maintain the stability of the road surface and prevent sediment from entering the waterway, protecting the beneficial uses of water.

The landing between crossing 12 (X12) and crossing 10 (X10) is within the WLPZ. Brow logs shall be set a minimum 15' from the top of the stream bank to define the edge of the landing. Upon completion the landing shall be mulched and cross-ditched.

These projects and mitigations shall improve current conditions and provide long term protection to the resource.

Item 26 Watercourses and Crossings

- b. Yes No Are there any watercourse crossings that require mapping per 14 CCR 1034 (x) (7)?
- c. Yes No Will tractor road watercourse crossings involve the use of a culvert? If yes state minimum diameter and length for each culvert (may be shown on map).
- d. Yes No Is this NTMP Review Process to be used to meet Department of Fish and Game CEQA review requirements? If yes, attach the 1603 Addendum below or at the end of this Section II; provide the background information and analysis in Section III; list instructions for LTO below for the installation, protection measures, and mitigation measures; as per NTMP Form Instructions or CDF Mass Mailing, 07/02/1999, "Fish and Game Code 1603 Agreements and NTMP Documentation".

There will be 3 main crossings on Snow Creek. These shall be fords or low water crossings with 12" CMP's to carry flows and allow fish passage. Larger rock, 4" minimum shall be laid in the channel at 2 locations to stabilize the roadbed and 1½" drainrock placed on the approaches and capping the rock in the channel. The upper crossing "X12" has an existing CMP that does not carry the entire flow of the watercourse. This CMP shall be removed prior to installing rock.

The existing crossing at X-13 has an existing CMP that is rusted out on the bottom. This crossing shall be removed and replaced with a rocked ford as per specifications in section 2.

On watercourse 2 the existing CMP is to small and shall be removed. At this location an inside ditch approximately

100' shall be install along the northern approach. The channel shall be rip-rapped with 4" and larger rock for the width of the roadway and an additional distance approximately 15' downstream to the natural channel level. Approaches to the crossing

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shall be rocked for the width of the traveled surface 100' on the north approach and 50' on the south.

The upper crossing on watercourse 2 "X3" shall have a Humboldt crossing installed as per specifications in section 2. The current CMP shall be removed and the crossing shall be used as a temporary Humboldt during future entries.

Crossing "X1" is located on the main access road and shall be rocked with 1½" drainrock and have the channel defined as per directions set in section 2.

There are numerous crossings of class 3 watercourses over the project. Truck crossings shall be cleaned upon completion of the harvest. Other class 3 truck crossings shall be rocked only if wet during time of use. Class 3 skid crossings shall be cleaned upon completion and used as a ford if dry. If wet during operations a Humboldt crossing shall be installed as per specifications in section 2.

All crossings are designed to maintain bank stability and prevent sedimentation. Drain-rock shall be used to prevent placement of soil in or near watercourse channels. Old crossing locations shall be used to minimize disturbance to vegetation and protect bank stability. Implementation of these crossings as designed shall protect and improve water quality.

Item 32 - Sensitive Species

Yes No Are any plant or animal species, including their habitat, which are listed as rare, threatened or endangered under federal or state law, or a sensitive species by the Board, associated with the NTMP area? If yes, identify the species and the provisions to be taken for the protection of the species.

Information on existing sensitive species was requested from the USFS. No information from them was received. In conservation with California DFG I was informed about the presence of Great Gray Owls in the area. Section 2 has proposed procedures to follow if surveys find the presence of nesting sites for the species. The area within 300 feet of the meadow will be managed to maintain and promote habitat for potential use by the owl. Canopy retention, minimum tree size, and multi-layer structures will insure habitat into the future. Snags shall be left at a minimum rate of 3 per acre where occurring. Merchantable snags shall be left to meet this level. These mitigations have been designed to protect any nest trees discovered and promote stand characteristics for possible future nesting areas.

Northern goshawk habitat is available along Snow Creek. If any nest sites are located the DFG, and CDF shall be notified and the mitigations listed in section 2 shall be implemented.

The area provides habitat for the California Spotted Owl. If any nest sites are located during the operation procedures listed in section 2 shall be applied.

The NDDDB, 11-4-03, has been consulted for incidences. The project area has potential habitat for the yellow legged frog, western pond turtle, and slender stemmed monkey flower. Through application of BMP's and establishments of WLPZ's along class 1 and 2 watercourses habitat for these species will be protected.

Implementation of the NTMP will insure a mosaic of vegetation types into the future. A healthy self stocked productive forest will be maintained into the future insuring wildlife habitat for a wide range of species. The timber resource will generate income to the property increasing the likelihood that it will stay intact as pressures to subdivide increase as the surrounding area increases in population.

There are no known nest sites within the project area. During the course of field evaluation and preparation for this NTMP, the harvesting area was thoroughly covered by an RPF and no presence of sensitive species were discovered.

The project does not support habitat for the following animals and plants with records in the NDDDB within the search area. The limestone salamander, Hydromantes brunus, has 7 documented occurrences. This species lives in outcrops of limestone and is found in the Merced River canyon. The project area does not contain adequate habitat for this species. Boharts blue butterfly, Philotiella speciosa bohartorum, has two occurrences near Briceburg. This species feeds on plants associated dry rocky slopes not available on this project area. The valley elderberry longhorn beetle, Desmocerus californicus dimorphus, had an occurrence in Mariposa. This species is limited to areas below 3,000 feet. The elevation of the project area is out of this species range. Yosemite Onion, Allium yosemitense, Mariposa pussypaws, Calyptidium, Mariposa clarkia, Clarkia biloba ssp. Australis, Koch's cord-moss, Entosthodon, Mariposa daisy, Erigeron mariposanus, Congdon's wolly sunflower, Eriophyllum congdon's, Madera linanthus, Linanthus serrulatus, Congdon's lomatium, Lomatium congdonii, and Mariposa lupine, Lupinus citrinus var. deflexus all had occurrences within the search area. These plants are associated with rocky or chaparral areas not available on the project area. Big-scaled balsamroot was recored in the vicinity of Darrah in 1886. This plant is associated with brushy areas and serpentine soils. The project area does not contain any serpentine soil area.

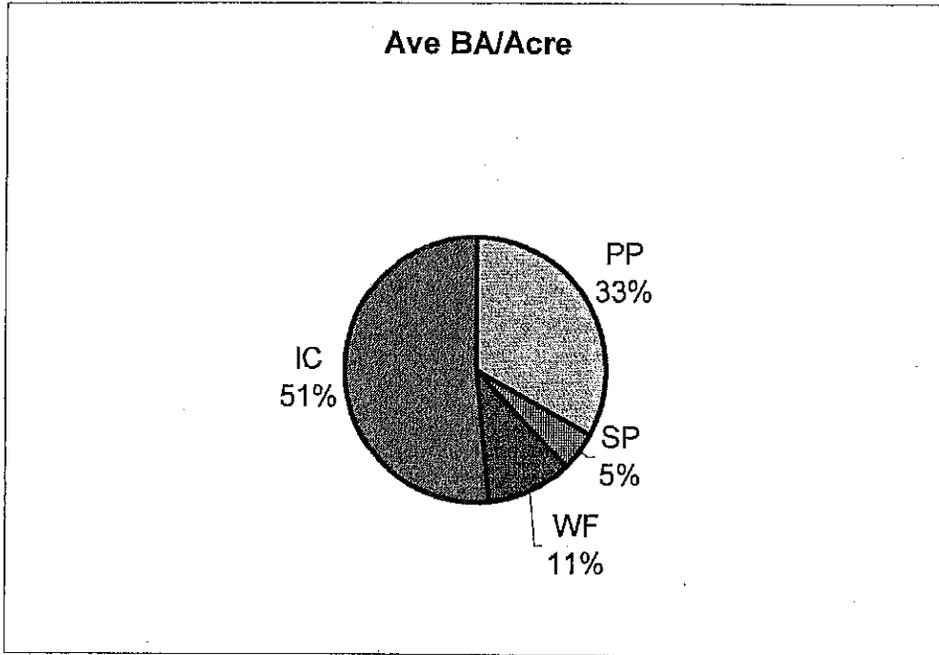
41. Provide a description by management unit(s) of the timber stand characteristics including the items listed below, in Section III. Such description shall provide the basis for the information provided in the NTMP, as per 14 CCR 1090.5 (g):
- Species composition;
 - age classes;
 - projected growth;
 - present stocking level;
 - present volume per acre;

- f. size class distribution;
- g. stand management history;
- h. potential pest or protection problems.

The project area is divided into 4 management units. Two units shall be managed with timber production as a primary goal. The low site areas on the upper slopes shall be left unmanaged and only support sanitation salvage activities as insect and disease attacks occur. The meadow areas shall be managed and maintained as meadow areas.

Well Stocked (Individual Tree and Group Selection)

This unit is 571 acres and is located throughout the majority of area on the project. The largest area is the on the slopes that are west of Snow Creek. Species composition of the stand is 51% Incense Cedar, 33% Ponderosa Pine, 5% Sugar Pine, and 11% White Fir based on basal area.



There are three age classes present on the project area. The oldest age class consists of scattered trees between 80 and 150 years old. The second age class is small sawlog material 40 to 70 years old. The youngest age class consists of sapling size material less than 30 years old. The youngest age class is dominated by shade tolerant trees mainly Incense Cedar and Douglas Fir.

A cactus run was made of the stand to predict current growth of the stand. The estimate without mortality was estimated at 548 bdf/ac/year.

The current stand averages 168 trees and 12.8 MBF per acre. Basal area averages 114 square feet per acre with all trees over 4" DBH and 91 board feet per acre in trees over 12" DBH. The following chart shows Diameter distribution.

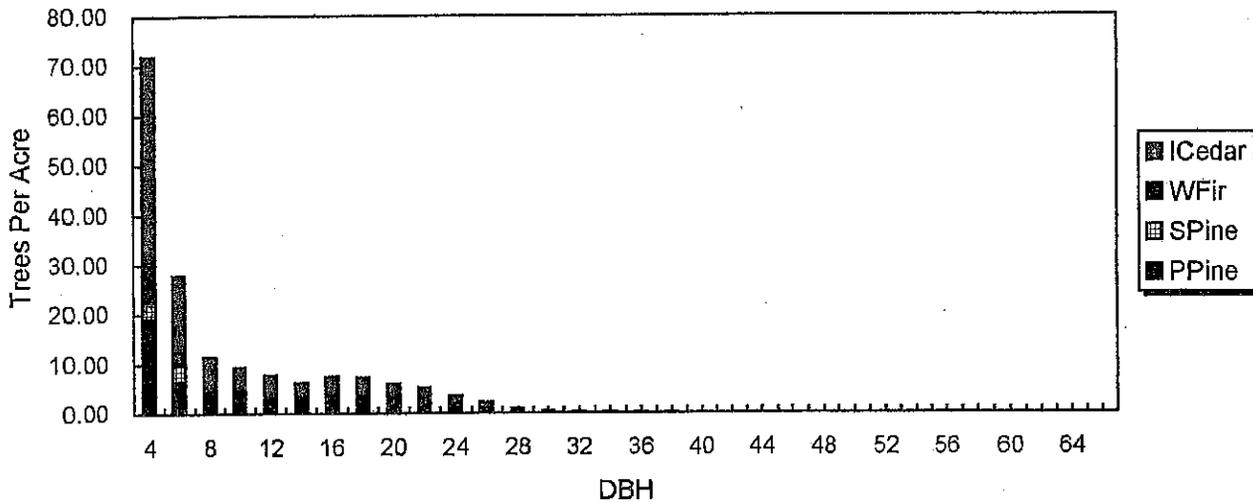
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Stand Table

Well Stocked



Diameter distribution in size classes less than 28" follows the classical unevenage pattern with a shortage of trees in the 10 to 16 inch size class. Spacing of trees is not ideal and harvesting will concentrate on improving spacing as well a maintaining the appropriate number of stems.

The stand has been harvested several times in the past the last entry occurring in 1993-94. The majority of the old growth was removed in ealier harvests. The last entry used the selection silvicultural prescription and concentrated on the sawlog size material. Thinning of sub-merchantable material was not included in the harvest. Thinning has occurred along the roads and throughout the stands to improve the fire resistance of the stands. Within the units there are small unstocked areas of brush and grass.

Insect activity in the units has been low. Disease is more of a problem. There is some isolated mortality from insects and signs of white pine blister rust on isolated sugar pine. The oak along the meadows is old and root rot is common.

Rehab (Group Selection)

This type consists of 12 acres and is located in the northwest portion of the project. This area does not meet stocking and mainly consists of manzanita with scattered overstory of pine 2 to 5 trees per acre 20" to 30" DBH. This area will be cleared and planted as per the regeneration plan in section 2 of this plan. Existing merchantable trees shall be left and managed in future entries as the plantation is established.

Insect activity in the area is low and individual trees are vigorous.

Meadow (non-timber)

Along Snow Creek is a flat plain with alluvial soils. This area is used for grazing and keeping livestock. As time progresses trees will begin to encroach into the meadow. Most of these trees shall be removed in cultural operations on adjacent units prior to reaching sawlog size. If some of these trees do reach sawlog size they shall be harvested to maintain the meadow and its attributes.

Low Site Area (Sanitation Salvage)

This type consists of 100 acres on the upper slopes. These areas consist of shallow soils with a high rock content. The current stand consist of scattered Ponderosa Pine over brush and saplings. Average basal area is about 20 square feet. Terrain and rockiness of the soils limit the opportunities for intensive management. Trees are healthy and insect activity is low. Under this plan these trees shall be harvested as mortality occurs.

A major threat to the area is from wildfire. Overstocked stand conditions and high fuel levels throughout the watershed pose a real threat of wildfire. The area has a history of fires and currently there are no fuel breaks protecting the ownership.

42. Provide a description by management unit(s) of the proposed management objectives, including a discussion of projected timber volumes and sizes available for timber harvesting in Section III, as per 14 CCR 1090.5 (h).

The area will be managed in 4 management units. Unit 1 will consist of the 571 acres typed as well stocked. The Unit will consist of the higher well stocked timber stands on the project. These areas will be managed to provide a periodic harvest of sawlog timber and maintain the aesthetic qualities of the area. It is anticipated that removal activities will occur on a periodic basis as necessary. The initial harvest shall remove current hazard trees, diseased and damaged trees, and trees to improve spacing of the residual stand. This first decade harvest is expected to generate 4 MBF/ac of small and medium sawlogs over the type. Entries into this area may be conducted in multiple years throughout the decade and salvage operations shall be conducted as necessary to harvest dead and dying trees. Harvests in subsequent decades will yield 3 to 4 MBF/ac of small to medium sawlogs. The initial harvest shall use commercial thinning concentrating on achieving spacing, improving vigor, and lowering fire risk. Harvests during decades 2 and 3 shall consist of individual tree selection. In the fourth decade groups up to 2.5 acres shall begin to be harvested. These groups shall be located in mature stands and consist of approximately 35 acres per decade and average 12 to 20MBF/ac. Groups shall be grown on an eighty year rotation and cover approximately half the type at regulation. The remaining half of the type shall continue to be managed with individual tree selection system. These areas will include the areas along watercourses, the meadows and other areas not lending themselves to mechanical site preparation activities.

Unit 2 will consist of the plantation. This 12 acres occupies the northwest corner of the project. The Unit shall be managed to provide periodic timber harvest. The area shall be planted using CFIP or other grant programs and managed along with the group selection segment of the well stocked area. The first commercial entry shall not occur until the third decade and consist of a commercial thinning generating 2 to 3 MBF/ acre. The next entry in the fourth decade shall also be a commercial thinning. Subsequent harvests shall be individual tree selection until group selection harvests are began at year 70. Upon regulation the area will consist of five to six groups managed under group selection silviculture.

Unit 3 consists of the 50 acres of meadow. This area shall only be harvest to capture mortality and remove trees encroaching into the meadow. Initial harvest is expected to be zero. Future harvests are not expected to exceed 10 trees per decade.

Unit 4 consists of the lower site lands situated on the upper slopes with shallow rocky soils. These areas shall only be managed to remove mortality as it occurs. It is anticipated that less than 5MBF of timber will be removed in the first as well as subsequent decades.

Throughout the life of the plan all units shall be harvested for mortality as it occurs. These harvests are expected to be small and not change the overall harvest from the property.

43. Provide a description by management unit(s) of proposed activities to achieve the management objectives, include in Section III, as per 14 CCR 1090.5 (l):
- projected frequencies of harvest;
 - silvicultural prescriptions for harvesting;
 - type of yarding systems to be used for each area/unit;
 - anticipated interim management activities which may result in rule compliance questions (i.e., erosion control maintenance).

Unit 1- Well Stocked

This unit shall be harvested each decade with the initial harvest scheduled to begin as early as 2004. The initial focus shall be to increase the vigor and spacing of trees within the stand by removing defective and smaller trees. Salvage operations shall occur throughout the decade as needed. This unit is not steep and provides excellent opportunities for mechanical operations. The area shall be logged using cats, rubber tired skidders or forwarders. The understory non-commercial conifers are not ideally spaced. This will be done utilizing cost share programs as they become available. Harvest during the initial decade shall use the commercial thinning silvicultural system. In decades 2 and 3 individual tree selection shall be used. Starting in the fourth decade group selection shall begin with the establishment of 35 acres of groups per acre. At regulation half the type will be managed with groups and the remainder will be managed with individual tree selection. Groups shall be located in areas able to be site prepped easily. Areas next to watercourses, meadows, archeological sites and other features shall be managed under individual tree selection. In the individual tree selection area species composition will favor more tolerant species but harvests shall maintain a pine seed source. Group selection units will be treated with the following cultural activities as prescribed by an RPF:

1)	Mechanical and/or chemical site prep.	Year 0-1
2)	Chemical or manual brush control	Year 1-3
3)	Precommercial thinning and/or pruning	Year 5-10
4)	8 foot and 16 foot pruning (Optional)	Year 10-20
5)	Initial Commercial Thin	Year 20-35
6)	Commercial thin	Year 35-45

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7)	Individual Tree Selection Harvest	Years 50-70
87)	Group Selection (Regeneration Cut)	Year 80

Harvesting shall leave trees with the best phenotypes and promote stands with a variety of age classes. Operations shall protect regeneration and leave a minimum of 100 square feet of basal area.

The Commercial Thinning silvicultural method will be used in the following ways to implement this NTMP. First the initial harvest of the NTMP on the well-stocked timber type will be a commercial thinning. The residual stocking for the prescription shall be met and average diameter shall increase. This prescription shall be used because the main objectives of this initial entry is to achieve spacing and treat the smaller stems. This operation will probably be a mechanical operation and incorporate some thinning of sub-merchantable material. Commercial thinning will also occur as the first 2 commercial entries into harvesting groups and the 12 acres of rehab. These will occur at about stand ages 30 and 40. Subsequent entries will be individual tree selection as some larger trees will be removed. The thinning prescription will be used as an intermediate harvest in the un-even management of the well stocked timber type

Unit 2- Rehab

This unit will have site preparation activities conducted when funds from government programs become available in this area. The entire 12 acres shall be site prepped and planted leaving the scattered overstory trees. Cultural activities shall follow the above schedule except for the regeneration cuts. The will be spread over three decades from year 70 to 90 to allow for harvesting under the group selection method. Once stocked this area will be managed in conjunction with the well stocked unit.

Unit 3 & 4- Meadow and Low Site areas.

These units shall only be harvested as required to remove salvage, trees encroaching into the meadow, and hazard trees. Both units shall be logged with tractors and rubber tired skidders. No interim activities resulting in rule compliance activities are planned

All units shall be salvage harvested as mortality occurs.

44. Provide the period of time over which growth will be balanced with harvest in Section III, as per 14 CCR 1090.5 (j).

During the first three decades growth is expected to exceed harvest. The growth removal ratio during this time is estimated at 1.4 and average volume per acre will increase from 12.83 MBF/ac to 18.12 MBF/ac. During this time harvests and cultural activities will be attempting to improve spacing, vigor, and total stocking of the stands. Harvests from the fourth decade on will be balanced with harvest. Growth removal ratios will be 1.0 and growth and yield will be about 3.2 MMBF. Cactos was used to estimate growth during the initial four decades. In decade 1 harvests are estimated at 4.25 MBF/acre and growth is estimated at 4.87. Decade two has harvest at 4.0 MBF/ac and growth at 5.57 MBF/ac. Decade three growth equals 6.28 MBF/ac and harvest shall be 3.2 MBF/ac. At this time the stand shall have improved spacing and group selection shall begin on 35 acres. Growth shall be about 628 Bf/year and yield an average of 5.7MBF/ac harvest per decade. Post harvest volumes shall approach 22MBF/acre and preharvest volumes shall average 15MBF/acre. The chart below summaries growth and yields over the project by acres in silvicultural group:

Years	Acres Selection	Acres Group Selection	Ac Thinning	Harvest			
				MBF/Ac Selection	MBF/Ac Group Selection	MBF/Ac Thinning	Total BF/ Ac
0-10			571			4.25	4.25
10-20	571			4			4.00
20-30	571			3.19			3.19
30-40	536	35	12	5.4	22.21	1.55	6.33
40-50	501	35	12	5.4	22.21	1.56	6.39
50-60	478	35	0	5.4	22.21		6.55
60-70	443	35	35	5.4	22.21	1.55	6.28
70-80	408	35	70	5.7	22.21	1.55	6.26
80-90	408	35	70	5.7	22.21	1.55	6.26
90-100	408	35	70	5.7	22.21	1.55	6.26

<u>Years</u>	Growth						
	<u>Acres Selection</u>	<u>Acres Group Selection</u>	<u>Ac Thinning</u>	<u>MBF/Ac Selection</u>	<u>MBF/Ac Group Selection</u>	<u>MBF/Ac Thinning</u>	<u>Total BF/ Ac</u>
0-10			571			4.87	4.87
10-20	571			5.57			5.57
20-30	571			6.28			6.28
30-40	536	35	12	6.28	6.28	8.37	6.32
40-50	501	35	12	6.28	6.28	4.43	6.24
50-60	478	35	0	6.28	6.28		6.28
60-70	443	35	35	6.28	6.28	8.37	6.42
70-80	408	35	70	6.28	6.28	6.4	6.30
80-90	408	35	70	6.28	6.28	6.4	6.30
90-100	408	35	70	6.28	6.28	6.4	6.30

<u>Years</u>	Total Harvest				Total Growth				<u>Growth Removal Ratio</u>
	<u>MBF Selection</u>	<u>MBF Group Selection</u>	<u>MBF Thinning</u>	<u>Total MBF Decade</u>	<u>MBF Selection</u>	<u>MBF Group Selection</u>	<u>MBF Thinning</u>	<u>Total MBF Decade</u>	
0-10	0	0	2426.75	2,426.75	0.00	0.00	2,780.77	2,780.77	1.15
10-20	2284	0	0	2,284.00	3,180.47	0.00	0.00	3,180.47	1.39
20-30	1821.49	0	0	1,821.49	3,585.88	0.00	0.00	3,585.88	1.97
30-40	2894.4	777.35	18.6	3,690.35	3,366.08	219.80	100.44	3,686.32	1.00
40-50	2705.4	777.35	18.72	3,501.47	3,146.28	219.80	53.16	3,419.24	0.98
50-60	2581.2	777.35	0	3,358.55	3,001.84	219.80	0.00	3,221.64	0.96
60-70	2392.2	777.35	54.25	3,223.80	2,782.04	219.80	292.95	3,294.79	1.02
70-80	2325.6	777.35	108.5	3,211.45	2,562.24	219.80	448.00	3,230.04	1.01
80-90	2325.6	777.35	108.5	3,211.45	2,562.24	219.80	448.00	3,230.04	1.01
90-100	2325.6	777.35	108.5	3,211.45	2,562.24	219.80	448.00	3,230.04	1.01
Total				29,940.76				32,859.23	1.10

SECTION IV--CUMULATIVE IMPACTS ASSESSMENT

(1) Do the assessment area(s) of resources that may be affected by the proposed project contain any past, present, or reasonably probable future projects?

Yes X No

If the answer is yes, identify the project(s) and affected resource subject(s).
Affected resource areas: Watershed, Biological**, Visual

Clarks Valley NTMP Assessment Area—6,690 acres Snow Creek Planning Watershed Calwater #6539.110103

AREA	LEGAL DESC.	YEAR(S) OPERATED	ACRES, TREATMENT
4-93-00-MAR (this Plan)	Sec 28, 33, 34 T4S R19E & Sec 2 T 5S R 19E	1993-94	200 Commercial Thin 191 Sanitation Salvage 200 Selection
4-94-021-MAR	Section 1 T5S R19E	1994-95	80 Transition
4-94-147-MAR	Section 35 T4S R19E	1994-95	41 Selection 3 Rehabilitation
4-97-065-MAR	Section 1 & 2 T5S R19E	1997-98	72 Alternative 48 Selection

Future Projects: There are no known projects planned on the public lands within the planning watershed. Non-industrial forest lands in the watershed are expected to continue to supply periodic harvests into the future at approximately the same rate as the last decade. There are no industrial landowners in the watershed. Given the current stand conditions and past management practices, the non-industrial forestland is likely to be managed in a similar fashion over the next decade as it has in the past. No other projects are known.

(2) Are there any continuing, significant adverse impacts from forest land use activities that may add to the impacts of the proposed project?

Yes ___ No X

(3) Will the proposed project, as presented, in combination with past, present, and reasonably foreseeable probable future projects identified in items (1) and (2) above, have a reasonable potential to cause or add to significant cumulative impacts in any of the following resource subjects?

	<u>Yes after mitigation(a)</u>	<u>No after mitigation(b)</u>	<u>No reasonably potential significant effects(c)</u>
1. Watershed	___	<u>X</u>	___
2. Soil Productivity	___	___	<u>X</u>
3. Biological	___	___	<u>X</u>
4. Recreation	___	___	<u>X</u>
5. Visual	___	___	<u>X</u>
6. Traffic	___	___	<u>X</u>
7. Other	___	___	<u>X</u>

(4) If column (a) is checked in (3) above describe why the expected impacts cannot be feasibly mitigated or avoided and what mitigation measures or alternatives were considered to reach this determination of impacts. If column (b) is checked in (3) above describe what mitigation measures have been selected which will substantially reduce or avoid reasonably potential significant cumulative impacts except for those mitigation measures or alternatives mandated by application of the rules of the Board of Forestry.

(5) Provide a brief description of the assessment area used for each resource subject.

Assessment Area Description: Clarks Valley NTMP

- a. **Watershed:** See Map. This area was chosen per CALWATER 2.2 Planning Watershed maps. The area consists of 6,690 acres in the Snow Creek Planning Watershed Calwater2.2 #6539.110103. The area includes Snow Creek from the confluence with the Chowchilla River to it's headwaters. It makes a logical hydrologic unit and represents a variety of land uses necessary to make a reasonable estimate of impacts.
- b. **Soil Productivity:** The assessment area will include the entire area of the proposed NTMP. This will cover the area that operations will be conducted that may have a potential for impact.
- c. **Biological Assessment Area:** The assessment area will be a one-mile radius around the NTMP area. This area was selected because of the variety of habitat types that may accommodate species that could be impacted.
- d. **Recreational:** All of the area within 300' of the project area boundary including areas covered by the project. This area was assessed as per CDF guidelines.
- e. **Visual:** View shed from the roads used by the public within three miles of the project area as per CDF guidelines.
- f. **Traffic:** The haul route for this NTMP will be from the project area north on Forest Road 4S10 to Jerseydale road. Follow Jerseydale road to highway 49 and then to the mill of choice.

a. Watershed-The plan area lies within Snow Creek planning watershed. The assessment area contains approximately 6,690 acres. The USFS, Sierra National Forest, manage the public lands within the watershed, approximately 30% of the total acreage. Non-industrial owners own the private lands. The private lands vary in size with this project being one the largest. Land uses vary with owner. The larger ranches are used for grazing and provide periodic timber harvests. Management of the smaller parcels, 40 acres and less, is fragmented. Many of these parcels are used as homes. Market forces have been a major factor in the timing of past harvests. Management activities have been limited to harvesting with little vegetation control. Larger landowners have taken advantage of public funding programs to perform cultural activities. The majority of the area is roaded with non-public roads gated to prevent access. Jerseydale road is a county maintained road and 4S10 is maintained by the USFS. Land uses range from residential home sites to timber management and cattle grazing creating a variety of vegetation types and stand conditions. The watershed is well vegetated with ponderosa pine, mixed conifer, oak woodland, and brushfields.

A total of 835 acres have been harvested within the past decade. This is 12% of the total watershed area, leaving 88% of the area unharvested. 3 acres were harvested under the rehabilitation method that requires site preparation. The remaining harvests were partial cuts and consisted of either thinning or selection methods that leave a high percentage of ground undisturbed. The USFS has conducted thinning and shredding operations to improve fire safety on areas along Jerseydale Road and areas north of the project. Many roads have gates that are closed during the winter. This limits travel during times of poor road conditions helping to maintain drainage structures and minimize sediment leaving the road.

4S10 is a native surface road. This road is rutted and needs improved drainage north of the project for a stretch of about 200 feet. Other roads in the watershed show isolated problems along stretches and maintenance has been spotty throughout the area.

The main Class 1 watercourse in the watershed is Snow Creek. The stream gradient is moderate in the upper portion of the watershed and becomes steeper as it approaches the river. The upper portions of the watercourse meander through meadows and conifer forests resulting in areas of steep undercut banks and active sources of sediment. The lower portion becomes rockier and steeper with large areas of exposed bedrock. Grazing is common in the watershed and animals have access to the watercourse though much of the area. The major crossing of Triangle road is on a county maintained road. Other crossings are associated with individual landowners and are not closely controlled or engineered. An old road exists along Snow Creek from the project south to Triangle road. This road acts as a sediment source in several locations. Two of these areas will be addressed and improved as part of this operation. Access to the area by the public is limited as most of the private property is fenced and posted. The public lands are located in the northern and eastern portions of the watershed. The USFS controls access to these roads and the major arteries are rocked. Vegetation along the river is well established and the large woody debris component is well represented. The streambed consists of mainly gravels with exposed sections of bedrock. Shade canopy throughout much of the watershed is good.

There are several class 2 tributaries throughout the watershed. These watercourses show signs of historic harvesting operations where skid trails often followed the channels. The watercourses are well vegetated and banks are stable and undercutting is minimal. The road system encroaches into the WLPZ of watercourse 3. Road grades are gentle in this area and no active sedimentation is evident. Inadequate CMPs shall be removed and replaced with rock fords as part of this project. One of these is at crossing "X4". At this location a ford shall be installed eliminating and stabilizing the current condition. Vegetation is well established and banks are stable with excellent shade canopy.

The Class III watercourses in the watershed are generated from storm events. Canopies along these watercourses are well developed to the point of 70 to 100% canopy closures. These watercourses run water only during rainstorms and do not appear to generate enough energy to transport abnormal levels of sediment downstream.

The man made pond on the project will be given class 1 protections. It is capable of being stocked and supporting fish.

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Water Temperature Effects

There will be no significant water temperature impacts because an adequate canopy cover will be maintained within the WLPZ's and ELZ's for the class I, II and III watercourses on the project area. Canopy retention shall meet or exceed the requirements of the rules. As such, we do not anticipate either significant site specific or adverse cumulative impacts.

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Organic Debris

Directional falling away from watercourses and proper implementation of all watercourse practices, as well as clean-up requirements in the rules for accidental depositions will minimize the potential for site specific impacts associated with inputs of organic debris and will adequately negate the potential for significant adverse cumulative impacts.

Chemical Contamination

There are no known existing problems with chemical contamination within the planning watershed. Herbicides have been used on lands throughout the watershed. Herbicides shall be applied according to label directions and will involve application by hand backpack sprayers under the prescription of a PCA. 35 foot, as measured along the ground, buffers along watercourses shall be left untreated to further protect water quality. Expected application procedures on this project support the conclusion that the potential for significant adverse on-site or cumulative impacts is minimal.

Peak Flow Effects

Openings that would contribute to increased peak flows that may occur under this project are small and distributed over the ownership area to minimize their affects. Cross ditching of tractor and non-public roads will minimize the chance of any concentrated flows of water. There is a possibility of rain-on-snow events on the area. The creation of a mosaic of vegetation types over the area will help distribute flows and reduce any effects from peak flows. Compacted area is not expected to significantly increase beyond current conditions as we anticipate that the existing skid road system will not need extensive expansion to meet yarding requirements and operations will not be done during periods of saturated soil conditions.

CONCLUSIONS REGARDING CUMULATIVE WATERSHED IMPACTS

It is my conclusion based on current conditions within the watershed that the proposed operations under this NTMP are not likely to produce increased levels of sedimentation, have adverse effects on water temperature, produce movement of chemicals into watercourses, add organic debris to the watercourses, increase peak flows, or result in a loss of large organic debris from any of the watercourses. Mitigations incorporated into this plan will improve existing conditions. Improvement of crossings at X-3 and X-4 will reduce sediment input. Rocking crossings X-5, 11, and 12 will prevent sediment from entering the waterway. Replacing the crossing at X-13 will eliminate the potential for failure in the future. Stabilizing banks and abandoning the road at road segments 2 and 3 will cure existing sources of sediment into Snow Creek. Establishment of buffer strips along watercourses will protect streamside vegetation as well as prevent contamination of water. Given these circumstances, it is unlikely that the project will result in either significant site specific adverse impacts nor is there a reasonable expectation that significant adverse cumulative impacts will occur.

Soil Productivity Assessment:

An existing skid trail system utilized on the previous entries shall be reused wherever feasible. Given the nature of the project and the small area occupied by groups at each entry we do not anticipate compaction or other factors resulting in any site specific or cumulative adverse impacts associated with soil productivity.

Compaction Losses: A certain amount of compaction may occur while operating heavy equipment under moist soil conditions. Operations may occur during the winter period and shall follow the winter operating plan, minimizing any significant compaction within the project area. The area has an existing system of skid trails from previous entries. These trails shall be used wherever possible to minimize any increases in compacted soils.

Top Soil Losses due to Erosion: Some topsoil will be displaced during the skidding and site preparation processes. To minimize such losses, tops shall be 100% lopped to reduce the amount of soil exposed to rainfall and large organic material shall be left. Also, piling shall be done in a manner to minimize soil entering piles. Proper timing and installation of waterbars will insure that no significant topsoil losses will occur.

Nutrient Loss Due to Harvesting: Most nutrients are found in the topsoil and foliage of the vegetation. The following measures working together will mitigate any losses in soil nutrients. (1) Use of existing skid trails shall reduce the amount of duff layer that is disturbed during operations. (2) Lopping or chipping shall be done on all tops of felled trees to limit the amount of nutrients leaving the site. The proposed project will not cause any significant loss of soil nutrients.

Growing Space Loss

Growing space loss is minimal throughout the project area. Aerial portions of the trees adjacent to the skid roads are able to utilize the growing space available. To a certain extent this is true for roads on the project area. The project as proposed will not result in a significant loss in growing space.

Organic Matter

Organic material has been permanently lost on roads and landings. Area included within these portions of the transportation system is estimated to cover 5 to 7% of the plan area. Organic material loss on skid roads is more variable. Main skidtrails have had organic matter displaced generally to the downside of the skidtrail or churned into the skidtrail surface. Skid trails cover another estimated 8-10% of the plan area. Organic matter in group openings will be disturbed in reforestation activities. This will add 12% more partially disturbed area. Clearing shall be done to create adequate planting spots while attempting to maintain organic matter on the site. Organic material on the balance of the ownership is relatively undisturbed.

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CONCLUSIONS REGARDING CUMULATIVE IMPACTS ON SOIL PRODUCTIVITY

Area in skid roads, landings and roads is consistent with disturbance levels expected from forest management systems. Cumulative or site specific impacts on soil productivity attributable to this harvest are not anticipated for the following reasons:

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1. Growing space loss will be minimal, as residual trees adjacent to skid roads will continue to take advantage of reduced inter tree competition.
2. Low volumes of timber removal will result in fewer skid trails being used and the numbers of trips over each skid trail being reduced. This should reduce the need for new skidtrails as well as reduce the amount of soil displacement and compaction on existing skid roads.
3. Limitations on operations during the winter period will follow the winter operations plan reducing the potential for soil compaction.
4. Properly spaced and constructed waterbars on utilized skid trails will minimize soil movement from skidtrail surfaces onto adjacent areas where it may adversely impact surface soil and organic matter.
5. Maintaining fully stocked conditions will result in full utilization of the site.

c. Biological- The assessment area contains a variety of habitat types from conifer forests to meadows and brush fields to forested residential areas. Moderate residential populations are found in the western portion of the watershed near Bootjack. As with most urban-forest areas, resident populations of deer and other easily adaptable wildlife species are found.

The meadow provides potential habitat for the Great Gray Owl. Sightings have been made in surrounding areas as per information obtained from the California DFG. The area shall be surveyed and protections of active nests and recruitment of future nest trees shall be done if nesting birds are discovered.

Protection of nest trees for Northern goshawks and California spotted owls shall be implemented if active nests are discovered.

The California Natural Diversity Database (11-4-2003) was checked for the Mariposa, Felencia Mtn, Buckingham Mtn, and Stumpfield Mtn. 7.5 minute quadrangles. The check showed occurrences of the following species.

Three occurrences of western pond turtle, *Emys (Clemmys) marmorata*, were found. On the plan site the pond would offer potential habitat for this species. The pond shall be protected with a WLPZ and is located in the center of the meadow where activity will be minimal. The limestone salamander, *Hydromantes brunus*, has 7 documented occurrences. This species lives in outcrops of limestone and is found in the Merced River canyon. The project area does not contain adequate habitat for this species. Boharts blue butterfly, *Philotiella speciosa bohartorum*, has two occurrences near Briceburg. This species feeds on plants associated dry rocky slopes not available on this project area. The yellow legged frog, *Rana boylii*, has two documented occurrences one near Briceburg and the other near the Chowchilla river 7 miles southeast of the project. The class 2 watercourses on the project provide potential habitat. This species stays within a few feet of the watercourse and will be protected from harm with established WLPZ's and associated protections. Sediment from crossings could pose damage to breeding areas. Crossings throughout the plan are designed to minimize sedimentation and projects will eliminate current sediment sources protecting potential habitat. The valley elderberry longhorn beetle, *Desmocerus callifornicus dimorphus*, had an occurrence in Mariposa. This species is limited to areas below 3,000 feet. The elevation of the project area is out of this species range.

Yosemite Onion, *Allium yosemitense*, Mariposa pussypaws, *Calyptidium*, Mariposa clarkia, *Clarkia biloba* ssp. *Australis*, Koch's cord-moss, *Entosthodon*, Mariposa daisy, *Erigeron mariposanus*, Congdon's woolly sunflower, *Eriophyllum congdon's*, Madera linanthus, *Linanthus serrulatus*, Congdon's lomatium, *Lomatium congdonii*, and Mariposa lupine, *Lupinus citrinus* var. *deflexus* all had occurrences within the search area. These plants are associated with rocky or chaparral areas not available on the project area. Northern clustered sedge, *Carex arcta*, has a recorded occurrence in Devils Gulch 2 miles northeast of the project. This species is associated with bogs and fens that will be protected with WLPZ's under this project. Big-scaled balsamroot was recored in the vicinity of Darrah in 1886. This plant is associated with brushy areas and serpentine soils. The project area does not contain any serpentine soil area. The slender stemmed monkey flower, *Mimulus filicaulis*, has been documented on Snow Creek about 1 mile south of the project area. This flower is associated with meadows and seeps and open areas along watercourses. These areas shall be protected with WLPZ's under the projects preventing potential damage from equipment operation. Crossings have been kept to a minimum protecting potential habitat. No new crossings are planned protection of potential habitat will be maintained under plan implementation.

If during the life of the NTMP any visual detection during the critical period or direct physical evidence of nesting/denning by any listed species (defined pursuant to 14 CCR 895.1,) is discovered, operations on the plan within shall be stopped, and DFG shall be contacted to initiate consultation. Species that have been accepted for review under the Federal Endangered Species Act (FESA) listing process such as the California Spotted Owl should also be covered under this process.

With implementation of BMP's as defined throughout this plan no adverse affect on sensitive plants or animals shall occur from this plan.

The area is part of the winter and intermediate range for the Mariposa Deer Herd. Deer are present throughout the year but from late November thru April populations are at their highest. This operation shall maintain the oak component of the stand by not harvesting any oaks or removing oak brush outside group selection areas. Within group selection areas at least 2 oaks larger than 16" DBH shall be left per acre where existing prior to harvest. Oaks selected to leave will be black oak where present protecting the acorn producing portion of the stands. The silviculture will thin existing stands and create a system on small, less than 2.5 acres, groups of varying successional ages as management of the stand occurs. The stand will have an unevenage structure with tree of multiple age and size classes. Only small group areas will be site prepped or cleared of vegetation. Herbicide applications shall be according to PCA and label recommendations. Oaks shall be protected during herbicide treatments. The harvest will promote some growth of woody vegetation in the understory by decreasing competition from the scattered overstory. Habitat for deer should see a small improvement, as more browse is available in post harvest conditions. The plan will create a series of successional stages and maintain a diversity of vegetation types.

The harvest will only remove large snags, 20' tall and 16" DBH and larger, along roads, near houses, and where they pose a safety hazard to human health and welfare. Merchantable snags will also be removed. With the low elevation and resulting high temperatures in the summer snags over 2 years old would not be expected to be merchantable. Recent insect activity has been low on the harvest area. With these limitations the overall snag component will not be significantly reduced. Species depending on snags will have adequate opportunities. Trees with evidence of wildlife and aesthetic values shall be left.

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The selective silvicultural prescription within the harvest area will provide for a short-term increase in available forage. Current oak densities range from 10 to 200 sq.ft. per acre. No oaks are scheduled for harvest and shall be protected to the extent feasible to ensure a safe logging operation.

Given the overall distribution and diversity of habitat within the assessment area, the size of the harvested area and surrounding land uses, no significant adverse cumulative impacts are anticipated.

d. Visual – Only the portion of the NTMP seen from forest road 1S10 is visible to the general public. Slash shall be lopped and landings will be located in areas remote from the road. Residual stands will be left consisting of the best trees. Long Range views of the project are not available to the general public. Over time, this harvest will create a healthier and more vigorous appearance enhancing views.

No adverse cumulative impacts related to visual resources are anticipated.

e. Recreational- The area of the project plus 300' was selected as the assessment area per CDF guidelines. The Sierra National Forest surrounds the northern portions of the project area and private property borders the southern half. The public land is accessible from the road system off Jerseydale road. Adjacent lands around the southern portion of the project are privately held and posted. Likely recreational activities on adjacent lands are hiking, hunting and woodcutting. Recreational opportunities within the plan area are restricted to the landowners and their guests. The harvesting project will not inhibit the recreational opportunities for the adjacent land users. The stands will have a more open appearance but should not have any affect on there activities.

No cumulative impacts are anticipated.

f. Traffic- The haul route for this NTMP will be from the project north on Forest Road 4S10, to Jerseydale Road, and then on Highway 49. The final destination of the logs is not known at this time however; log haul is an annual use of the highway. No existing traffic or maintenance problems occur.

It is anticipated that log haul will not exceed 30 loads per day. Log haul is a common occurrence over the road system. No adverse cumulative impacts are anticipated.

(6) List and briefly describe the individuals, organizations, and records consulted in the assessment of cumulative impacts for each resource subject. Records of the information used in the assessment shall be provided to the Director upon request.

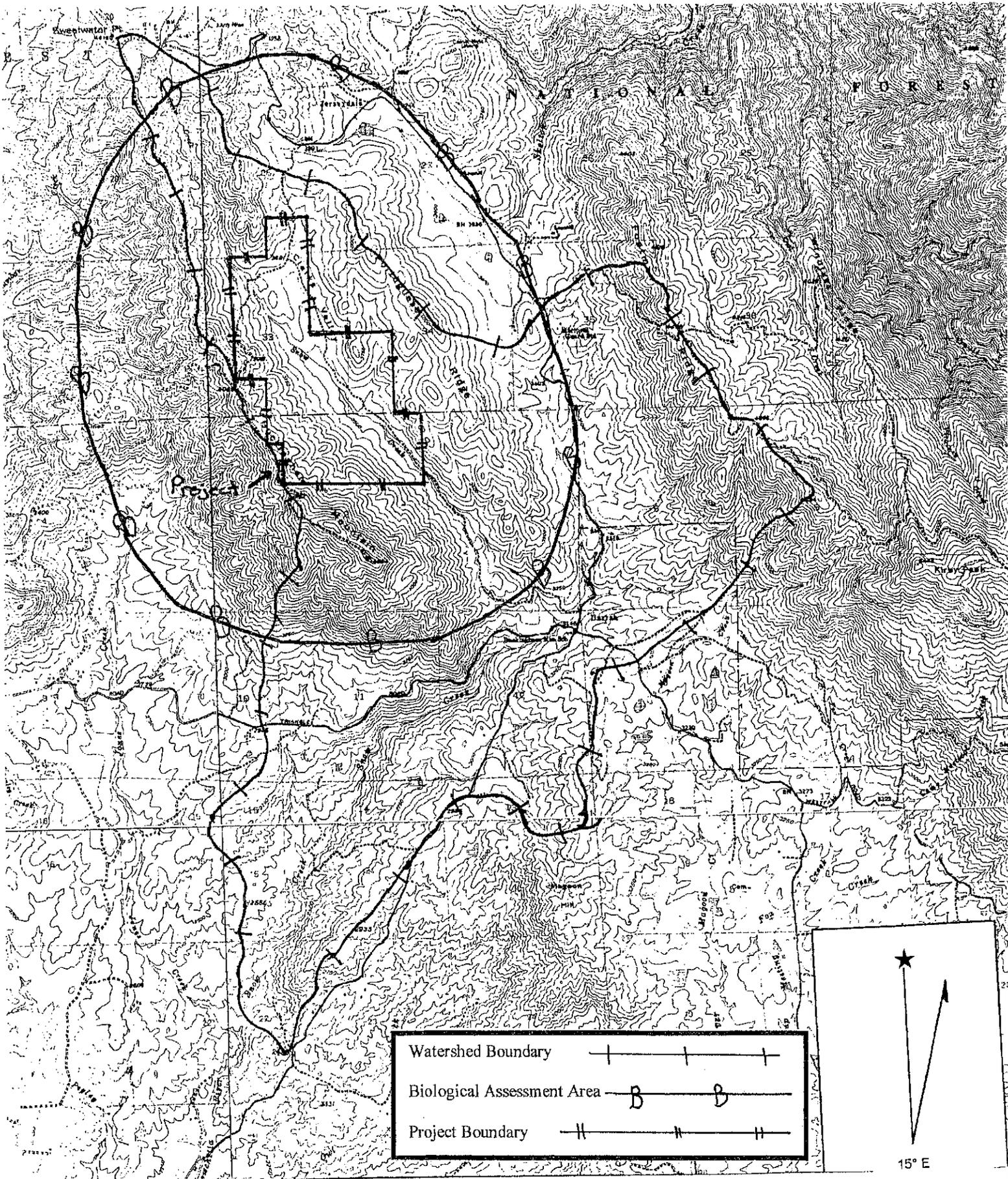
Information Sources:

- a) **Soil Survey of Mariposa County Area, California**
USDA Soil Conservation Service, 1974
- b) **Central California Information Center**
Department of Anthropology
California State University, Stanislaus
Turlock, CA 95382
Elizabeth Greathouse
(209) 667-3307
- c) **California Department of Forestry & Fire Protection**
Cumulative Impacts Assessment Database
1234 E. Shaw Avenue
Fresno, CA 93710
- d) **Natural Diversity Database(11-04-2003)**
- e) **UC Davis ICEMAPS**
- f) **Kevin O'Conner, California Department of Fish and Game, Fresno, CA**
- g) **Dan Applebee, California Department of Fish and Game, Sonora, CA**
- h) **Carol Singer**
Soil Conservation Service, Mariposa, CA

NOTE: The following are the footnotes for subsection (3) above.

a) Yes, means that potential significant adverse impacts are left after application of the forest practice rules and mitigation or alternatives proposed by the plan submitter.

- b) No after mitigation means that any potential for the proposed operation to cause significant adverse impacts has been substantially reduced or avoided by mitigation measures or alternatives proposed in the NTMP and application of the forest practice rules.
- c) No reasonably potential significant effects means that the operations proposed under the NTMP do not have a reasonable potential to join with the impacts of any other project to cause cumulative impacts.

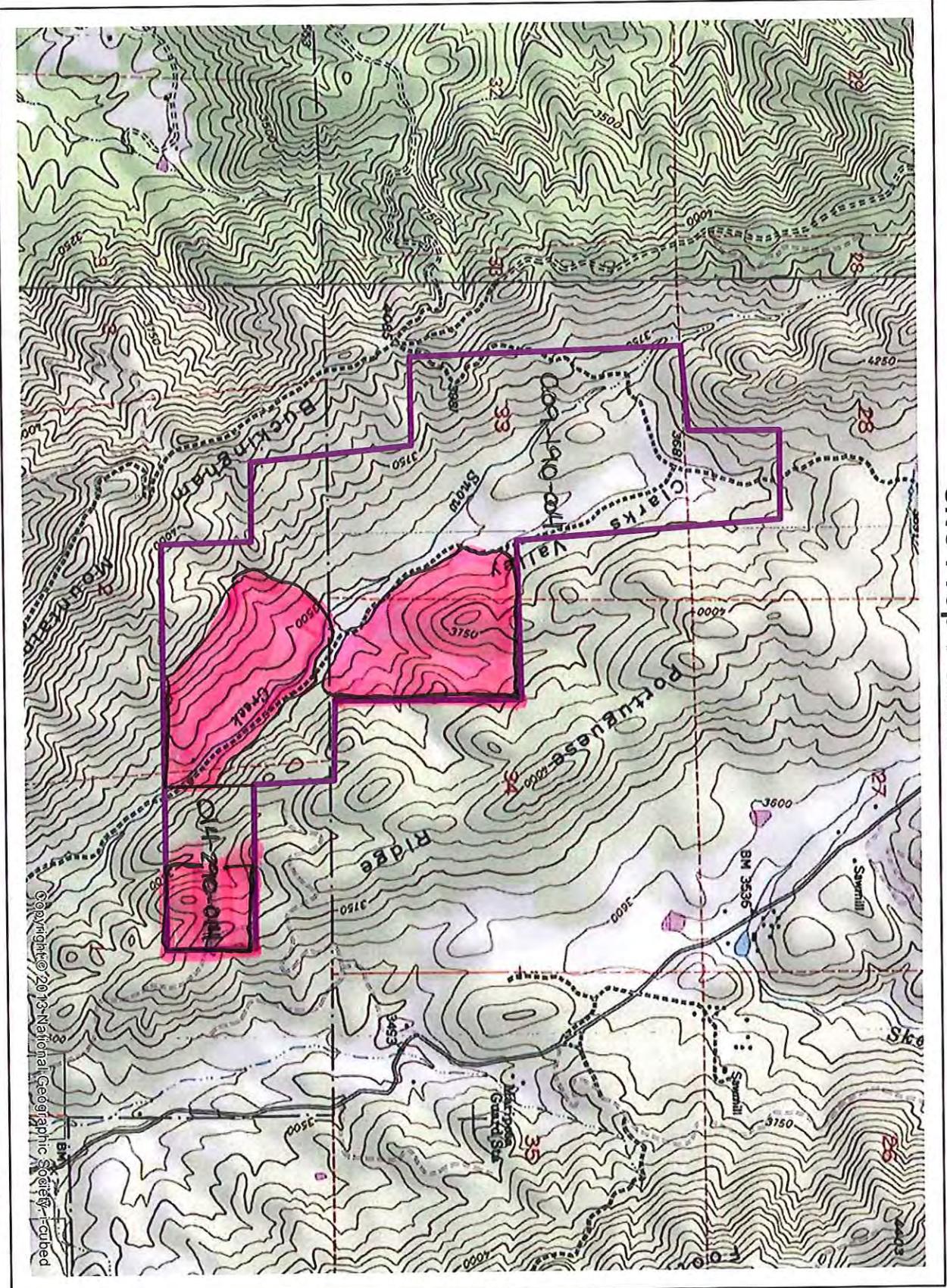


Name: BUCKINGHAM MT
 Date: 11/3/2003
 Scale: 1 inch equals 4000 feet

Location: 037° 33' 18.1" N 119° 50' 09.2" W
 Caption: Clarks Valley NTMP
 Calwater 2.2 #6539.110103, "Snow Creek"
 6,690 acres

Topographic Map Clarks Valley Wildfire Reduction Project SNC Prop 1 Grant

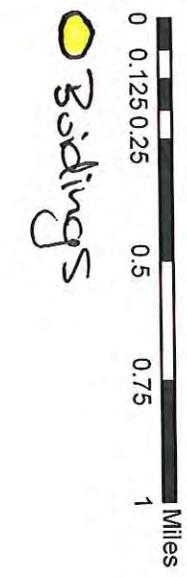
1:24,000



Legend

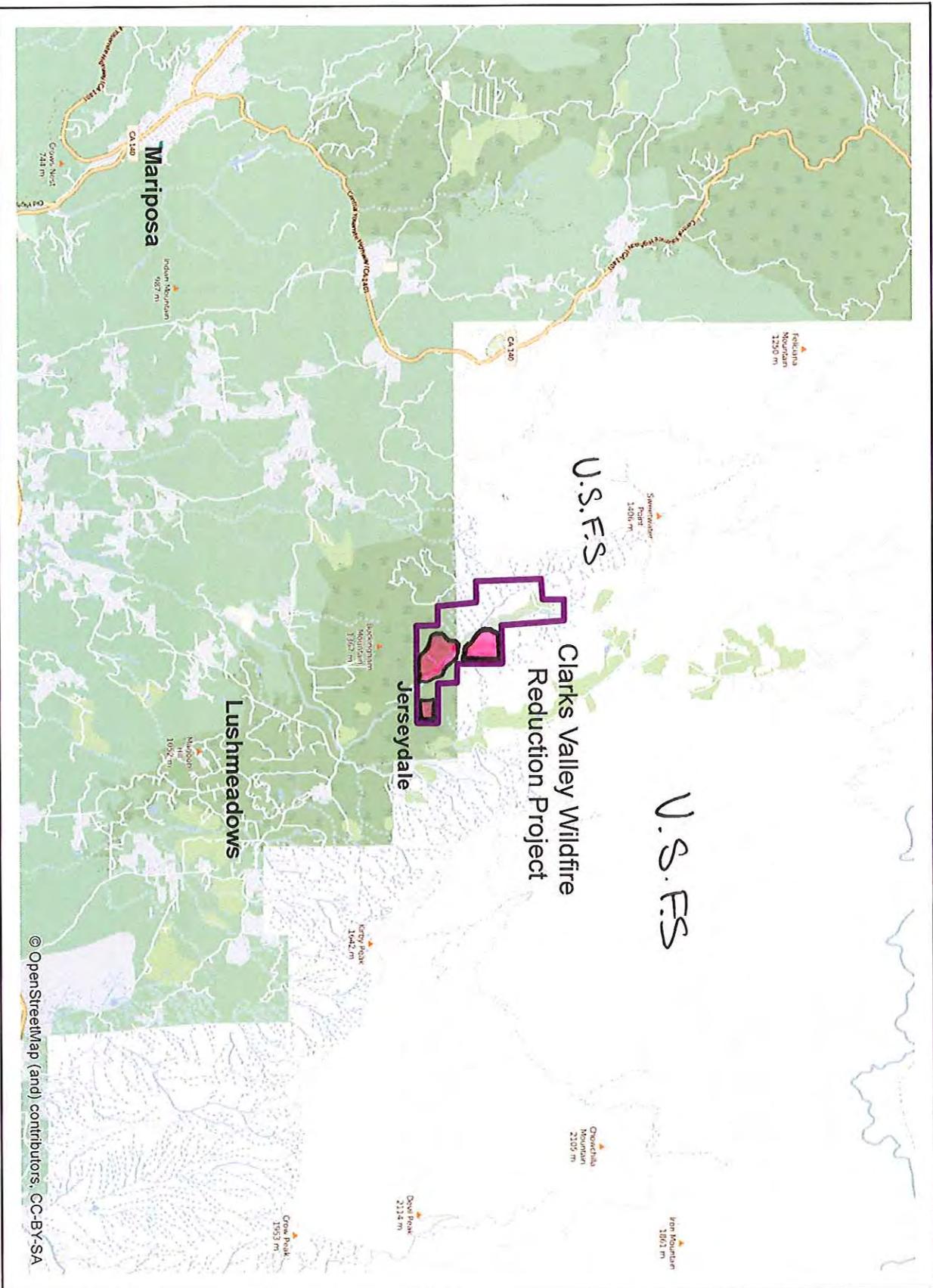
- Clarks Valley Conservation Easement
- Parcel lines 009-190-004
014-290-014

- Clarks Valley SNC
Wildfire Hazard Reduction
Removal of dead/dying
intestad trees



Location Map Clarks Valley Wildfire Reduction Project SNC Prop 1 Grant

1:100,000



Legend



Clarks Valley Conservation Easement

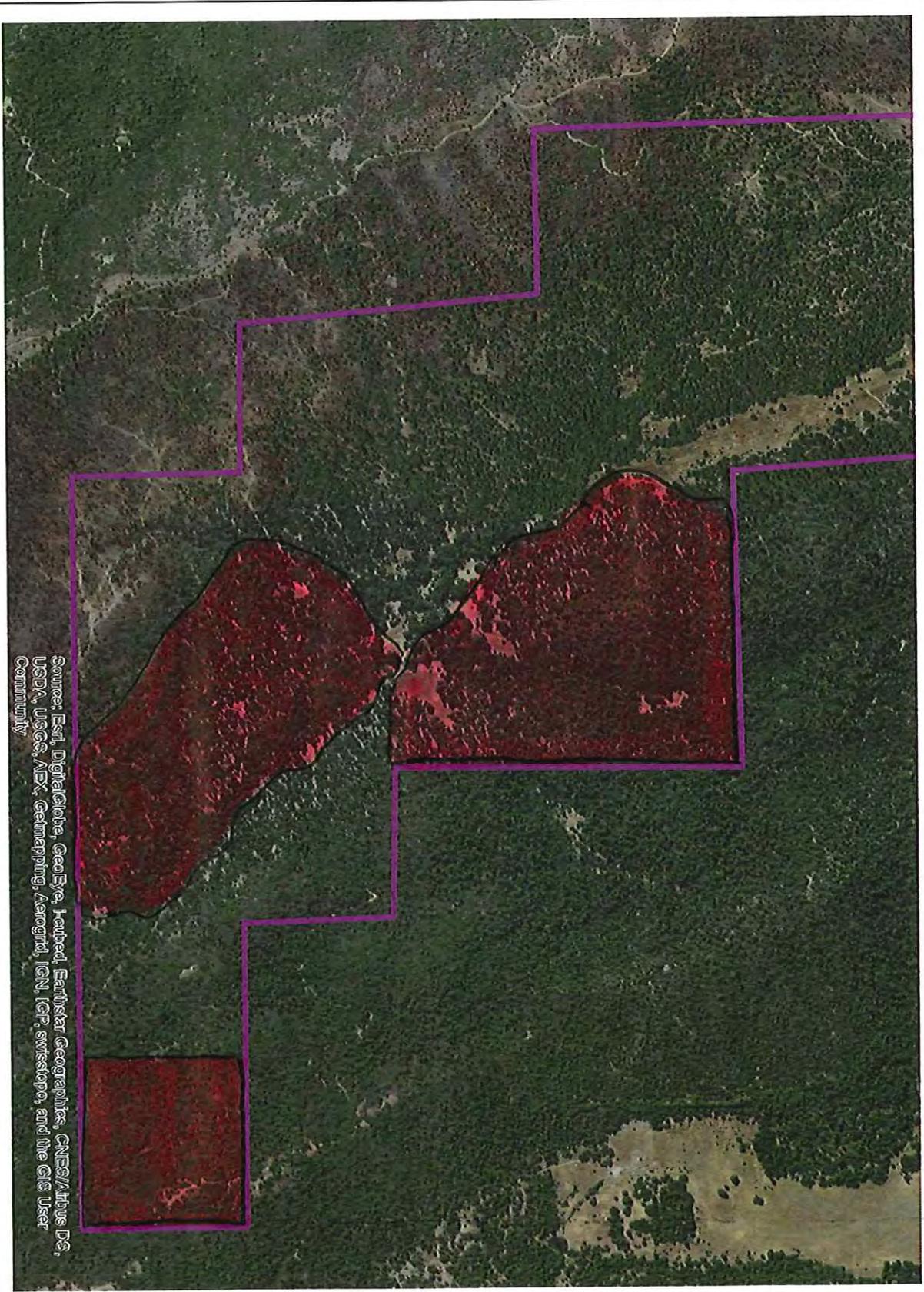


Clarks Valley Wildfire Reduction Project Area



Aerial Map
Clarks Valley Wildfire Reduction Project
SNC Prop 1 Grant

1:13,100



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroX, Getmapping, Aergrid, IGN, IGP, swisstopo, and the GIS User Community

Legend

-  Clarks Valley Conservation Easement
-  Clarks Valley Wildfire Reduction Project



Recording requested, and when
Recorded, return to:

Sierra Foothill Conservancy
P. O. Box 529
Prather, CA 93651

DOC#: **2076006**



Titles: 1	Pages: 26
Fees	82.00
Taxes	220.00
Others	0.00
PAID	<u>\$302.00</u>

With a conformed copy to:

Grantor:
Albert W. Anderson
Jersey Dale Ranch LLC
38680 Calle de Lobo
Murrieta, CA 92562

(Space above this line reserved for recorder's use)

DEED OF CONSERVATION EASEMENT

THIS GRANT DEED OF CONSERVATION EASEMENT is made this 20th day of September, 2007, by Jersey Dale Ranch LLC ("Grantor"), in favor of SIERRA FOOTHILL CONSERVANCY, a nonprofit California corporation ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the sole owner in fee simple of approximately 80.00 acres of real property in Mariposa County, California, more particularly described in Exhibits A and B attached hereto and incorporated by this reference ("the Property"); and

WHEREAS, the Property possesses natural, open space, landscapes, ecosystems, grazing, timber, wildlife habitat, and one perennial stream (Snow Creek), creating values of great importance to Grantor, the people of Mariposa County and the people of the State of California; and

WHEREAS, this Easement, while intended to stand on its own, is contiguous with and an extension of a Conservation Easement recorded in Mariposa County on December 30, 2003 as Document Number 2039087. It is recognized by the Grantor and the Grantee that the two easements together provide significant protection above that provided by either of the two alone; and

WHEREAS, the Property consists primarily of forestland and has a rich assemblage of native animal species; and

WHEREAS, the grant of this Easement will also serve the following “conservation purposes”, as such term is defined in Section 170 (h)(4)(A) of the Internal Revenue Code:

- (a) The preservation of open space pursuant to the following clearly delineated governmental conservation policies, which will yield a significant public benefit:
- Section 815 of the California Civil Code, which declares that the preservation of land in its natural, scenic, agricultural, historical, forested, or open-space condition is among the most important environmental assets of California, and further declares it to be the public policy and in the public interest of this State to encourage the voluntary conveyance of conservation easements to qualified nonprofit organizations.
 - Section 51102 of the California Government Code, which declares that it is the State’s policy to maintain the optimum amount of the State’s limited supply of timberland to ensure its current and continued availability for the growing and harvesting of timber and compatible uses, and to discourage premature or unnecessary conversion of timberland to urban and other uses.
 - The California Timberland Productivity Act of 1982, California Government Code Sections 51100 et seq., which provides for individual California counties to establish timberland preserve zones.
 - Section 11.2 of the 2006 Mariposa County General Plan, which states as County goals to conserve the natural and scenic resources, and open space lands to protect and enhance the County’s quality of life and character ensuring a viable economy (Goal 11-1), and Conserve and enhance the ecosystems, plant communities, wildlife habitats, and the inherent diversity of both plant and animal species for the recreational, commercial, aesthetic, and basic ecosystems needs (Goal 11-4).
 - Mariposa County Board of Supervisors Resolution No. 03-266 (July 13, 2003) adopting a voluntary oak woodland management plan and landowner guidelines, and which resolution specifically recognizes the value of the County’s oak woodland resources for their economic, recreational, wildlife habitat and aesthetic values to the local population and visitors.

(b) The protection of a relatively natural habitat of plants and animals as demonstrated by:

- The Property's diverse forest, due to its unique location in a transition zone between the High Sierra and the Sierra Foothills, consisting of a diversity of California native oaks, including black oak, valley oak, as well as ponderosa pine, white fir, incense cedar, and other species.
- The growing forest and the riparian area on the Property provide significant natural habitat for native animal species.
- The Property's significant natural habitat contributes to the ecological viability of the surrounding Sierra National Forest and Yosemite National Park land.

WHEREAS, the Mariposa and Sierra Foothills area in which the Property is located, including the Property, is subject to increasing development pressure, with attendant fire danger, that will be lessened by the preservation of this Property; and

WHEREAS, the Easement also will conserve and keep available for future production the valuable growing timber present on the site, and will support the regional forestry management economy. Further, creation of this Easement establishes a development buffer between State Highway 49 and public lands already set aside for preservation. While this Easement may be supplemented and its conservation value enhanced by the establishment of other conservation easements in the area, the parties to this agreement recognize that this Easement stands on its own, and does not require the creation of any other easement to provide the benefits for which the Property is being restricted; and

WHEREAS, the specific characteristics of the Property are further documented in an inventory of relevant features of the Property dated August 30, 2007 on file at the offices of Grantee and incorporated by this reference ("Baseline Documentation"), which consists of reports, maps, photographs, and other documentation that the parties agree provide, collectively, an accurate representation of the Property at the time of this grant and which is intended to serve as an objective, though nonexclusive, information baseline for monitoring compliance with the terms of this grant, and

WHEREAS, the Grantor intends that the conservation values of the Property be preserved and maintained by permitting only those land uses on the Property that do not significantly impair or interfere with them, including, without limitation, those relating to grazing, forestry management, and recreation; and

WHEREAS, Grantor further intends, as owner of the Property, to convey to Grantee the right to preserve and protect the conservation values of the Property in perpetuity; and

WHEREAS, Grantee has entered into Grant Agreement No. WC-7003LD with the California Wildlife Conservation Board ("WCB"), pursuant to which WCB provided funding for

the acquisition of this Conservation Easement (the "WCB Grant Agreement"), a copy of which has been provided to Grantor. A notice of the WCB Grant Agreement is being recorded concurrently herewith. Grantor acknowledges that, in the event of a "Default" by Grantee under the WCB Grant Agreement, as that term is defined in the WCB Grant Agreement, WCB may elect to require Grantee to assign its interest under this Conservation Easement to a qualified entity; provided, that such assignment must be made in accordance with the provisions of Section 11 of this Conservation Easement; and

WHEREAS, Grantee is a publicly supported, tax-exempt nonprofit organization and a qualified organization under Sections 501c(3) and 170(h), respectively, of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder (the "Internal Revenue Code"), whose primary purpose is the preservation, protection, or enhancement of land in its natural, scenic, forested and/or open space condition. Grantee is qualified to hold conservation easements under the laws of the State of California and has the commitment and resources to enforce this Easement: and

WHEREAS, Grantee agrees by accepting this grant to honor the intentions of Grantor stated herein and to preserve and protect in perpetuity the conservation values of the Property for the benefit of this generation and the generations to come.

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the law of the State of California and in particular inter alia, Sections 815-816 of the California Civil Code, Grantors hereby voluntarily grants and convey to Grantee a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth ("Easement").

1. **Purpose.** The primary purpose of this Easement is to protect the Property's open space and forest land in perpetuity. It is also the purpose of this Easement to assure that the Property will be retained in perpetuity predominantly in its natural, scenic, forested, and open space condition and to prevent any use of the Property that will significantly impair or interfere with the Conservation Values of the Property. Grantor intends that this Easement will confine the use of the Property to such activities, including, without limitation, those involving grazing, forestry management, recreation, and education, or pursuant to an Amendment mutually signed by all Parties, and recorded, as are not inconsistent with the purpose of this Easement. The open space character, forest viability and timber productivity of the Property, and the diversity of native trees, plants, and wildlife on the Property are collectively referred to herein as the "Conservation Value" of the Property.
2. **Rights of Grantee.** To accomplish the purpose of this Easement, the following rights are conveyed to Grantee by this Easement:
 - a. To preserve and protect the Conservation Value of the Property;
 - b. To enter upon the Property once each year, at reasonable times, in order to monitor compliance with and otherwise enforce, the terms of this Easement in accordance with Paragraph 6; provided that, except in cases where Grantee

determines that immediate entry is required to prevent, terminate, or mitigate a violation of this Easement, such entry shall be upon prior reasonable notice to Grantor, and Grantee shall not in any case unreasonably interfere with Grantor's use and quiet enjoyment of the Property; and

- c. To prevent any activity on, or use of, the Property that is inconsistent with the purpose of this Easement and to require the restoration of such areas or features of the Property that may be damaged by an inconsistent activity or use, pursuant to the remedies set forth in Paragraph 6.
- d. To erect and maintain a sign or other appropriate marker on the Property bearing information indicating that the Property is protected by a Conservation Easement held by Grantee. The sign shall also name the Wildlife Conservation Board (WCB) as the funding source and display the WCB logo. The location and design of the sign shall be determined by mutual consent of Grantor and Grantee. The wording of the information shall be determined by mutual consent of Grantor and Grantee, but shall clearly indicate that the Property is privately owned and not open to the public. Grantee shall be responsible for the costs of erecting and maintaining such sign or marker.
- e. The right to provide access for biologists from the California Department of Fish and Game to enter upon the Property at reasonable times to monitor or otherwise conduct research and studies regarding the ecosystem, natural communities and other habitat values of the Property, provided that such activities are conducted in a manner that does not significantly impair or degrade the Conservation Values of the property. Such entry shall be upon prior written reasonable notice to Grantor, and Grantee shall not in any case unreasonably interfere with Grantor's authorized use and quiet enjoyment of the Property.

3. **Prohibited Acts.** Grantor promises that it will not perform, or knowingly allow others to perform, any act or use on or affecting the Property described herein in conflict with the covenants set out in this Conservation Easement. Grantor authorizes Grantee to enforce these covenants. However, unless otherwise specified herein, nothing in this Conservation Easement shall require Grantor to take any action to restore the condition of the Easement Area after any Act of God or other event over which Grantor has no control. Grantor understands that nothing in this Conservation Easement relieves it of any obligation or restriction on the use of the Property imposed by law. Any activity on, or use of, the Property inconsistent with the purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited;

- a. **Subdivision.** The legal or de facto division, subdivision or partitioning of the Property, except as may be required by law for the uses permitted herein.
- b. **Development Rights.** Grantor hereby grants to Grantee all development rights that are now or hereafter allocated to, implied, reserved or inherent in the Easement Area, and the parties agree that such rights are terminated and

extinguished. The Property may not be used for the purpose of calculating permissible development or lot yield of any other property.

- c. **Commercial or Industrial Use.** Any and all commercial or industrial use of, or activity on the Property other than those related to ranching, timber activity or subsurface mineral development, as provided in Paragraph 4 below.
 - d. **Buildings and Structures.** The placement of buildings, structures, or parking lots on the Property.
 - e. **Roads and Improvements.** The placement of roads, utility lines, pipelines or other improvements on the Property that would significantly impair or irretrievably diminish the Conservation Values of the Property.
 - f. **Signs.** The placement of signs or billboards on the Property, except for signage to advertise it for sale or rent, or to post the Property to control unauthorized entry or use, or to identify the property is encumbered by this conservation easement.
 - g. **Removal of Timber and Shrubs.** The pruning, cutting down, destruction or removal of living trees, shrubs or vegetation, except as necessary, in accordance with Grantor's forestry conservation practices, to improve the stand of timber, to control or prevent hazards, disease, or fire, or to maintain open space areas essential to the Conservation Values of this Easement; provided that trees may be harvested for any purpose, including, without limitation, commercial timber production. Grantee acknowledges and agrees that Grantor, in pursuit of the recreational uses permitted by Paragraph 4, may clear such shrubs and brush as shall be reasonably necessary for the creation and maintenance of hiking and recreational trails on the Property.
 - h. **Underground Fuel Storage Tanks and Disposal of Debris.** The placement of underground fuel storage tanks on the Property, and the processing, storage, dumping, or other disposal of wastes, refuse and debris, except for non-hazardous and nontoxic materials generated by activities permitted hereby.
 - i. **Commercial Feedlot.** The establishment or maintenance of any commercial feedlot, which is defined for the purposes of this Easement as a confined area or facility within which the land is not grazed at least annually and which is used to receive livestock that have been raised off the Property for feeding and fattening for market.
 - j. **Surface Mining.** The mining, extraction, or removal of soil, sand, gravel, oil, natural gas, fuel, or any other mineral substance, using any surface mining method, is prohibited. Notwithstanding the above, Grantor retains the ownership of any and all mineral and water rights. Further, other rights of extraction remain an approved use (see Paragraph 4(f) below).
4. **Reserved Rights.** Grantor reserves to itself, and its personal representatives, heirs, successors, and assigns, all rights accruing from its 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 herein and are not inconsistent with the purpose of this Easement. Without limiting the generality of the foregoing, and subject to the terms of Paragraph 3, the following rights are expressly reserved:

- a. **Resource Stewardship.** In order to protect the Conservation Value, Grantor is encouraged to conduct all ranching and farming operations in accordance with good management practices that address soil and water conservation, erosion control, pest management, nutrient management, timber management, and habitat protection.
- b. **Water.** All right, title and interest in and to all tributary and non-tributary water, and water rights, and related interests in, or, under or appurtenant to the Property; provided such water rights are developed in a manner consistent with purposes of this Easement.
- c. **Grazing.** All rights to use and lease the Property for confining livestock for discretionary seasonal grazing or from leasing grazing rights for livestock owned by others.
- d. **Recreation.** All rights to engage in, and permit others to engage in, all passive and non-commercial recreational uses of the Property that do not significantly impair or irremediably diminish the Conservation Values of the Property.
- e. **Fences.** Existing fences may be repaired and replaced, at their existing locations on the Property for purposes of reasonable and customary management of livestock and wildlife, without further permission from Grantee. New fences and cross-fences at new locations may be constructed for such purposes without further permission from Grantee, provided that any new fence shall be sited and designed to protect the Conservation Values of the Easement Area, including, but not limited to, wildlife corridors.
- f. **Mining.**
 - 1. **Surface Mining.** Notwithstanding the restrictions contained in Paragraph 3(k) above, soil, sand, gravel or rock may be extracted with prior approval from Grantee provided that such extraction is: of material solely for use on the Property, is in conjunction with and in furtherance of activities permitted herein, is accomplished in a manner which is consistent with, does not interfere with, impair or otherwise burden the Conservation Value. Notwithstanding any other provision hereof, this Paragraph 4(f) shall be interpreted in a manner consistent with Section 170(h) of the Internal Revenue Code, the Treasury regulations adopted pursuant thereto, and any other successor provisions addressing the same subject.
 - 2. **Other Mining Methods.** Mining, using methods other than surface mining, is allowed where consistent with the applicable provisions of paragraph 10 hereof, and where the mining and all activities therewith will not interfere with, impair or otherwise burden the Conservation Value and will at most have a limited localized impact on the Property.
- g. **Timber Harvesting.** Trees on the Easement Area may only be cut to control insects and disease, to prevent personal injury and property damage, fire hazard protection, to improve the health of the stand, and for on-site firewood and other domestic uses, including construction and repair of permitted fences

on the Property. Management of the trees on the Property shall be in the sole discretion of the Grantor. This paragraph shall not apply to the removal of orchards and/or tree farming on the Property for agricultural purposes. Any timber harvesting on the Property for purposes other than those described above shall be conducted as allowed by law, pursuant to a plan approved as required by law. Notwithstanding the above, Grantor may harvest timber in accordance with an approved Timber Harvest Plan.

- h. Paving and Road Construction.** None of the existing or future roads on the Property shall be paved, nor shall any road, for access or other purposes be constructed except for temporary unpaved roads required to implement an approved Timber Harvest Plan. Unpaved existing roads may be relocated as unpaved roads as required by agricultural or ranching operations, provided that abandoned roads will be returned to agriculture, ranching, or a natural condition. For purposes of this paragraph, “pave”, “paved”, or “paving” shall include covering of the solid surface with concrete, asphalt, gravel, or material other than soil; provided, that in order to make roads passable the Grantor may apply to existing or future roads on the Property a reasonable amount of gravel.
- i. Trespassing.** The right to exclude any member of the public from trespassing on the Easement Area (other than representatives of Grantee).
- j. Sell or Transfer:** The right to sell or otherwise transfer the Easement Area to anyone Grantor chooses pursuant to Paragraph 11 below.
- k. Conservation Easements.** Grantor may grant any subsequent conservation easements on the Property provided that such easements do not interfere with or reduce the Conservation Value of this Easement. Grantee shall be notified at least sixty-(60) days in advance, in writing, of any proposed conservation or other easement for the Property, which notice shall include the proposed easement.

5. Notice and Approval.

- a. Notice of Intention to Undertake Certain Permitted Actions.** The purpose of requiring Grantor to notify Grantee prior to undertaking certain permitted activities, as provided in Paragraph 4(j), 4(k) and 12, is to afford Grantee an adequate opportunity to monitor the activities in question to ensure they are designed and carried out in a manner that is not inconsistent with the purpose of this Easement. Whenever notice is required, Grantor shall notify Grantee in writing not less than sixty (60) days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the purpose of this Easement.
- b. Grantee’s Approval.** Where Grantee’s approval is required, Grantee shall grant, or withhold, its approval in writing within thirty (30) days of receipt of Grantor’s written request therefore. Grantee’s approval may be withheld only

upon a reasonable determination by Grantee that the action, as proposed, would be inconsistent with the purpose of this Easement.

6. Remedies.

- a. **Notice of Violation; Corrective Action.** If Grantee determines that a violation of the terms of this Easement has occurred, or is threatened, Grantee shall give written notice to Grantor of such violation, and not later than fourteen (14) days after the delivery of such written notice or on a date mutually agreeable to both Grantor and Grantee, the parties shall meet to discuss the circumstances of the violation and to attempt to agree on appropriate corrective action. If the parties are unable to agree on corrective action, Grantee shall deliver a further written notice to Grantor to demand corrective action sufficient to cure the violation resulting from any use or activity inconsistent with the Conservation Value or any of them, or the Easement Purpose, to restore the portion of the Easement Area so injured to its prior condition, in accordance with a plan approved by Grantee.
- b. **Injunctive Relief.** If Grantor fails to cure the violation within thirty (30) days after receipt of notice from Grantee, or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, or fail to continue diligently to cure such violation until finally cured, Grantee may pursue any other remedy as hereafter available under the laws or judicial decisions of the state where the Property is located.
- c. **Arbitration.**
 1. **Arbitration of Disputes.** Except as provided in Paragraph 6.c.2. below, the Parties agree to resolve any and all claims, disputes or disagreements arising under this Easement Agreement, including, but not limited to any matter relating to either Party's failure to approve an assignment, or other transfer of either Party's transfer of interest in this Easement Agreement, any defaults by Grantor or Grantee, by and through arbitration as provided below and irrevocably waive any and all rights to the contrary. The Parties agree to at all times conduct themselves in strict, full, complete and timely accordance with the terms hereof and that any attempt to circumvent the terms of this Arbitration provision shall be absolutely null and void and of no force or effect whatsoever.
 2. **Disputes Excluded from Arbitration.** The following claims, disputes or disagreements under this Easement Agreement are expressly excluded from the arbitration procedures set forth herein:
 - (i) All claims by either Party which (a) seek anything other than enforcement or determination of rights under this Agreement (b) as primarily founded upon matters of fraud, willful misconduct, bad faith or any other allegations of tortious action, and seek the award of punitive or exemplary damages.
 3. **Appointment of an Arbitrator.** All disputes subject to this Arbitration provision, shall be determined by binding arbitration

before a retired judge of the applicable court of jurisdiction affiliated with Judicial Arbitration & Mediation Services, Inc. ("JAMS"), or as may be otherwise mutually agreed by the Parties ("the Arbitrator"). Such arbitration shall be initiated by the Parties, or either of them, within ten (10) days after either party sends written notice (the "Arbitration Notice") of a demand to arbitrate by registered or certified mail to the other party and to the Arbitrator. The Arbitration Notice shall contain a description of the subject matter of the arbitration, the dispute with respect thereto, the amount involved, if any, and the remedy or determination sought. If the Parties have agreed to use JAMS they may agree on a retired judge from the JAMS panel. If they are unable to agree within ten (10) days, JAMS will provide a list of three (3) available judges and each party may strike one. The remaining judge (or if there are two, the one selected by JAMS) will serve as the Arbitrator. In the event the Arbitrator is not selected as provided for above for any reason, the party initiating arbitration shall apply to the appropriate Court for the appointment of a qualified retired judge to act as the Arbitrator.

4. Arbitration Procedure.

1. **Pre-Hearing Actions.** The Arbitrator shall schedule a pre-hearing conference to resolve procedural matters, arrange for the exchange of information, obtain stipulations and narrow the issues. The Parties will submit proposed discovery schedules to the Arbitrator at the pre-hearing conference. The scope and duration of discovery will be within the sole discretion of the Arbitrator. The Arbitrator shall have the discretion to order a pre-hearing exchange of information by the Parties, including, without limitation, production of requested documents, exchange of summaries of testimony of proposed witnesses, and examination by deposition of the parties and third-party witnesses. This discretion shall be exercised in favor of discovery reasonable under the circumstances. The Arbitrator shall issue subpoenas and subpoenas duces tecum as provided for in the applicable statutory or case law (e.g., in California Code of Civil Procedure Section 1282.6).
2. **The Decision.** The arbitration shall be conducted in the city or county within which the Property is located at a reasonably convenient site. Any Party may be represented by counsel or other authorized representative. In rendering a decision(s), the Arbitrator shall determine the rights and obligations of the Parties according to the substantive laws and the terms and provisions of this Easement Agreement. The Arbitrator's decision shall be based on the evidence introduced at the hearing including all logical and reasonable inferences therefrom. The Arbitrator may make any determination and/or grant any remedy or relief that is just and equitable. The

decision must be based on, and accompanied by, a written statement of decision explaining the factual and legal basis for the decision as to each of the principal controverted issues. The decision shall be conclusive and binding, and it may thereafter be confirmed as a judgment by the court of applicable jurisdictions, subject only to challenge on the grounds set forth in the applicable statutory or case law (e.g., in California Code of Civil Procedure Section 1286.2). The validity and enforceability of the Arbitrator's decision is to be determined exclusively by the court of appropriate jurisdiction pursuant to the provisions of this Easement Agreement. The Arbitrator may award costs, including without limitation, Arbitrator's fees and costs, attorney's fees, and expert and witness costs, to the prevailing party, if any, as determined by the Arbitrator in his discretion.

Whenever a matter which has been submitted to arbitration involves a dispute as to whether or not a particular act or omission (other than a failure to pay money) constitutes a default, the time to commence or cease such action shall be tolled from the date the Notice of Arbitration is served through and until the date the Arbitrator renders his or her decision. Provided, however, that this provision shall not apply in the event that the Arbitrator determines that the Arbitration Notice was prepared in bad faith.

Whenever a dispute arises between the Parties concerning whether or not the failure to make a payment of money constitutes a default, the service of an Arbitration Notice shall not toll the time period in which to pay the money. The Party allegedly obligated to pay the money may, however, elect to pay the money "under protest" by accompanying said payment with a written statement setting forth the reasons for such protest. If thereafter, the Arbitrator determines that the Party who received said money was not entitled to such payment, said money shall be promptly returned to the Party who paid such money under protest together with interest thereon as defined in Paragraph 13.5. If a Party makes a payment "under protest" but no Notice of Arbitration is filed within thirty (30) days, then such protest shall be deemed waived. (See also Paragraph 43).

The prevailing party shall be entitled to recover its costs incurred in any such enforcement effort, including reasonable attorneys', consultants' and experts' fees and costs.

- d. **Damages.** If Grantee is awarded damages for violation of the terms of this Easement Agreement or injury to any Conservation Value protected by this Easement, including, without limitation, damages for the loss of scenic, aesthetic, or environmental values, Grantee shall first apply any damages recovered to undertaking any corrective action on the Property, and secondly, to the costs incurred, if any, to settle the dispute.
- e. **Emergency Enforcement.** If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Value of the Property, Grantee may pursue its remedies under this Paragraph 6, but shall provide prior notice to Grantor, but Grantee shall not be required to wait for the period provided for cure to expire.
- f. **Acts Beyond Grantor's Control.** Nothing contained in this Easement Agreement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, negate, or mitigate significant injury to the Property resulting from such causes. Further, nothing contained in this Easement Agreement shall require Grantor or Grantee to take any action to restore the condition of the Conservation Easement after any Act of God or other event in which Grantor has no control.
7. **No Public Dedication or Public Access.** Nothing contained in this Easement Agreement shall be deemed to be a gift or dedication of any portion of the Easement Area or the Property for use by the general public. This instrument does not convey a general right of access to the public.
8. **Costs, Liabilities, Taxes, and Environmental Compliance.**
- a. **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 construction or other activity or use permitted by this Easement, and all such construction or other activity or use shall be undertaken in accordance with all applicable federal, state, and local laws, regulations, and requirements. Grantor shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor. Nothing contained herein shall limit Grantor's ability to place mortgage, or other financing liens on the property.

- b. Taxes.** Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of this Easement Agreement, and shall furnish Grantee with satisfactory evidence of payment upon request.
- c. Representations and Warranties.** Grantor represents and warrants that, after reasonable investigation and to the best of its knowledge:
1. No substance defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment exists or has been released, generated, treated, stored, used, disposed of, deposited, abandoned, or transported in, on, from, or across the Property;
 2. There are not now any underground storage tanks located on the Property, whether presently in service or closed, abandoned, or decommissioned, and no underground storage tanks have been removed from the Property in a manner not in compliance with applicable federal, state, and local laws, regulations and requirements;
 3. Grantor and the Property are in compliance with all federal, state, and local laws, regulations, and requirements applicable to the Property and its use;
 4. There is no pending or threatened litigation in any way affecting, involving, or relating to the Property; and
 5. No civil or criminal proceedings or investigations have been instituted at any time or are now pending, and no notices, claims, demands, or orders have been received, arising out of any violation or alleged violation of, or failure to comply with, any federal, state, or local law, regulation, or requirement applicable to the Property or its use, nor do there exist any facts or circumstances that Grantor might reasonably expect to form the basis for any such proceedings, investigations, notices, claims, demands, or orders.
- d. Control.** Nothing in this Easement Agreement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in Grantee to exercise physical or managerial control over the day-to-day operations of the Property, or any of Grantor's activities on the Property, or otherwise to become an operator with respect to the Property within the meaning of The Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), and the California Environmental Quality Act, as amended ("CEQA").
- e. Hold Harmless.** Grantor hereby releases and agrees to hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively "Indemnified Parties") from and against any and all liabilities, penalties, fines, charges, costs, losses,

damages, expenses, causes of action, claims, demands, orders, judgments, or administrative actions, including, without limitation, reasonable attorney's fees, arising from or in any way connected with: (a) 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 the cause, unless due to the negligence of any of the Indemnified Parties; (2) the violation or alleged violation of, or other failure to comply with any state, federal, or local law, regulation, or requirement, including, without limitation, CERCLA and CEQA by any person other than any of the Indemnified Parties, in any way affecting, involving, or relating to the Property; (3) the presence of release in, on, from, or about the Property, at any time, or any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, unless caused solely by any of the Indemnified Parties; and (4) the obligations, covenants, representations, and warranties of Paragraphs 8c above.

9. Extinguishment and Condemnation.

- a. Condemnation.** If all or any part of the Easement Area is taken by exercise of the power of eminent domain, or acquired by purchase in lieu of condemnation, so as to terminate this Easement in whole or in part, Grantor, Grantee, and the Wildlife Conservation Board shall act jointly to recover the full value of their respective interests in the Property so taken or purchased, and all direct or incidental damages resulting therefrom. Condemnation awards and/or payments shall be the property of Grantor, whether such award shall be made as compensation for diminution in the value of the Property, the value of the part taken, or for severance damages; provided however that the Grantee shall be entitled to compensation for reasonable loss of value of the Easement Area, if any, and expenses reasonably incurred by Grantee in connection with the taking or purchase. WCB shall be entitled to the share of this portion of the award, which equals the ratio of the WCB Grant Funds to the purchase price the Grantee paid to acquire the conservation easement. If only a portion of the Easement Area is subject to such exercise of eminent domain, this Conservation Easement shall remain in effect as to all other portions of the Easement Area.
- b. Extinguishment.** If circumstances arise in the future that 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, and the amount of the compensation to which Grantee shall be entitled from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishments, shall be determined, unless otherwise provided by California law at the time, in accordance with Paragraph 9.c. below, Valuation. WCB shall be entitled to the share of the compensation,

which equals the ratio of the WCB Grant Funds to the purchase price the Grantee paid to acquire the conservation easement. Grantee may use any proceeds received under the circumstances described in this paragraph in a manner consistent with its conservation purposes, which are exemplified by this Conservation Easement.

- c. **Valuation.** The easement constitutes a real property interest immediately vested to Grantee. For the purpose of Paragraph 9.b. herein, Extinguishment, the parties stipulate that this easement has a fair market value determined by multiplying (a) the fair market value of the Property unencumbered by the easement (minus any increase in value attributable to improvements made after the date of this Conservation Easement) by (b) the ratio of the value of the Conservation Easement to the value of the property, unencumbered by the easement; provided, that Grantor and Grantee agree that such ratio shall not be less than 0.625, which is the ratio determined by an appraisal approved by the Parties as of the time of the granting of this Conservation Easement.

10. Amendment. If circumstances arise under which an amendment to, or modification of, this Easement Agreement would be appropriate, Grantor and Grantee, with prior approval from WCB, are free to jointly amend this Easement Agreement; provided that no amendment shall be allowed that will affect the qualification of this Easement or the status of the Grantee under any applicable laws, including Sections 501c.3. and 170h of the Internal Revenue Code, and any amendment shall be consistent with the purpose of this Easement and shall not affect its perpetual duration. Any such amendment shall be recorded in the offices of Mariposa County.

11. Grantee Assignment or Transfer of Easement. Upon receipt of prior written consent by WCB or its successor, Grantee may transfer the Easement created by this Easement Agreement to (1) any public agency authorized to hold interests in real property as provided in Section 815.3 of the Civil Code of California; or (2) any private nonprofit organization that, at the time of transfer, is a "qualified organization" under Section 170(h) of the U.S. Internal Revenue Code and under Section 815.3(a) of the Civil Code of California. In selecting an appropriate transferee entity, preference will be given to a qualified agency or organization with a conservation purpose that this grant is intended to advance and carry forth, which has board, staff, or consultants with practical management experience, and which agency or organization expressly agrees to assume the responsibility imposed on Grantee by this Conservation Easement. If such agency or organization cannot be found, or is not suitable for any reason, then another qualified agency or organization, which expressly agrees to assume the responsibility imposed on the Grantee by this Conservation Easement may be selected. Grantor shall be provided notice of any proposed transfer, information about proposed transferee(s), and opportunity for input. If more than one qualified agency or organization meets the foregoing criteria and are equally capable of affecting the conservation purposes of this Conservation Easement, Grantor, with prior approval from WCB, may select the organization, which shall be the transferee.

If Grantee ever ceases to exist or no longer qualified under Section 170(h) of the U.S. Internal Revenue Code, or applicable state law, this Conservation Easement shall immediately transfer to the State of California.

12. Grantor Transfer of the Easement Area. Any time the Easement Area itself or any interest in it is transferred by Grantor to any third party, Grantor shall notify Grantee in writing prior to the transfer of the Easement Area, and the deed of conveyance shall expressly refer to this Conservation Easement. Failure to notify Grantee or include the required reference to this Conservation Easement in the deed shall not affect the continuing validity and enforceability of this Conservation Easement.

13. Compliance Monitoring.

a. Monitoring of Easement Area by Grantee. The Grantee is required to monitor the Easement Area at least annually to assess the condition of the property, including without limitation the conservation values and compliance with the Conservation Easement.

b. WCB Access. Grantor acknowledges and agrees that once in every three-year period following the date of recordation of this Conservation Easement, Grantor shall allow representatives of WCB to enter the Easement Area for the limited purpose of assessing Grantee's compliance with Grantee's obligations under the WCB Grant Agreement. This limited right of access does not convey any right for WCB or any other third party to bring any enforcement action against Grantor, except the limited right of WCB to enforce the right of access specified in this section.

14. Subordinate Liens on the Property. All liens placed on the Property must be subordinate to the State of California.

15. Security for Debt. The Easement may not be used as security for any debt without the written approval of the State of California, acting through the WCB or its successor.

16. Estoppel Certificates.

a. Upon request by Grantor, Grantee shall within ten (10) days 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 compliance with any obligation of Grantor contained in this Easement or otherwise evidences the status of this Easement. Such certification shall be limited to the condition of the Property as of Grantee's most recent inspection. If Grantor requests more current documentation, Grantee shall conduct an inspection, at Grantor's expense, within thirty (30) days of receipt of Grantor's written request therefore.

b. If Grantee fails to execute or deliver the Estoppel Certificate within such ten (10) day period, Grantee may execute an Estoppel Certificate stating that: (i) the Easement Agreement is in full force and effect without modification

except as may be represented by Grantee; (ii) there are no uncured defaults in the Grantor's performance, and (iii) Grantee shall be estopped from denying the truth of the facts contained in said Certificate.

- c. If Grantor desires to finance, refinance, or sell the Property, or any part thereof, Grantor shall deliver to any potential lender or purchaser designated by Grantor such financial statement, or other documentation, as may reasonably be required by such lender or purchaser, including Grantee's financial statements for the past three (3) years. All such financial statements shall be received by Grantor and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

17. **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 either served personally or sent by United States certified mail, return receipt requested, addressed as follows or such other address as either party from time to time shall designate by written notice to the other:

TO GRANTOR: Albert W. Anderson
 Jersey Dale Ranch LLC
 38680 Calle de Lobo
 Murrieta, CA 92562
 (909) 677-6013 (phone)
 (909) 600-9007 (fax)
 carlienea@AOL.com

TO GRANTEE: Sierra Foothill Conservancy
 P.O. Box 529
 Prather, CA 93651
 (559) 855-3473 (phone)
 (559) 855-3473 (fax)
sfc@sierrafoothill.org

TO STATE: Executive Director
 Wildlife Conservation Board
 1807 13th Street, Suite 103
 Sacramento, CA 95814

18. **Recordation.** Grantee shall record this instrument in timely fashion in the official records of Mariposa County, California, and may re-record it at any time as may be required to preserve its rights in this Easement.

19. **Grantee Not An Owner, Operator, Or Responsible Party.**

- a. Notwithstanding any other provision herein to the contrary, the Parties do not intend this Conservation Easement to be construed such that it creates or gives the Grantee:
1. the obligations or liability of an "owner" or "operator" as those words are defined and used in environmental laws, as defined below, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 USC Section 9601 et seq. and hereinafter "CERCLA");
 2. the obligations or liability of a person described in 42 USC Section 9607(a)(3) or (4);
 3. the obligations of a responsible person under any applicable Environmental Laws, as defined below;
 4. the right to investigate and remediate any Hazardous Materials, as defined below, associated with the Property or;
 5. any control over Grantor's ability to investigate, remove, remediate, or otherwise clean up any Hazardous Materials associated with the Property.

20. Environmental Provisions.

- a. **Grantor Environmental Warranty.** Grantor warrants that Grantor has no knowledge of a release or threatened release of hazardous substances or wastes on or that could affect the Easement Area and agrees to indemnify, defend, protect and hold Grantee, its directors, officers, employees, agents, and contractors, and their heirs successors, and assigns, harmless from and against all litigation costs, demands, penalties, damages, liability, claims or expenses (including reasonable attorney's fees) arising from or connected with any release of hazardous waste or violation of federal, state, or local environmental laws as a result of or arising out of the activities of Grantor on the Property or any break of this Conservation Easement, unless said release was the result of an action by Grantee or its directors, officers, employees, agents, contractors, and their heirs successors, and assigns.
- b. **Assumption of Environmental Liabilities and Indemnification.** From and after acquisition of the Easement by Grantee or any of Grantee's successors or assigns (whether by operation of law or otherwise), Grantor and Grantor's successors in interest shall be solely responsible for and agree, jointly and severally: (a) to assume all past, present and future liabilities, whether known and unknown and whether now existing or hereafter discovered, arising out of and related to environmental conditions of whatsoever kind or nature on, under or affecting the Property, including, without limitation, with respect to the presence or release of Hazardous Substances; and (b) to indemnify, protect and defend with counsel mutually acceptable to Grantor and Grantee the Grantee's directors, officers, employees and agents (the "Indemnified Parties") harmless from and against any claims (including, without limitation, third party claims for personal injury or death, damage to property or

diminution in value of property), actions administrative proceedings (including informal proceedings), judgments, damages, punitive damages, penalties, fines costs, liabilities (including sums paid in settlements of claims), remedial action, compliance requirements, enforcement and clean-up actions of any kind, interest or losses, reasonable attorneys' fees (including any fees and expenses incurred in enforcing this indemnity), consultant fees, and expert fees that arise directly or indirectly from or in connection with: (i) the presence, suspected presence or Release of any Hazardous Substance whether into the air, soil, surface water or groundwater of or at the Property; (ii) any violation or alleged violation of Environmental Law affecting the Property, whether occurring prior to or during Grantee's ownership of the Property and whether caused or permitted by Grantor or any person other than Grantor; (iii) any claim or defense by Grantor or any third party that any Indemnified Party is liable as an "owner" or "operator" of the Property under any Environmental Law; or (iv) any breach of the representations and warranted set forth herein. In addition, if a third party is responsible for any contamination, WCB will cooperate with Grantor in proceeding to remediate the damage.

c. Definitions.

1. The term "Environmental Law" shall include, but shall not be limited to, each statute named or referred to below, and all rules and regulations there-under, and any other local, state and/or federal laws, ordinances, rules, regulations, orders and decrees, whether currently in existence or hereafter enacted, which govern (i) the existence, cleanup and/or remedy of contamination or pollution on property; (ii) the protection of the environment from soil, air or water contamination or pollution, or from spilled, deposited or otherwise emplaced contamination or pollution; (iii) the emission or discharge of Hazardous Substances into the environment; (iv) the control of Hazardous Substances; or (v) the use, generation, transport, treatment, removal or recovery of Hazardous Substances.
2. The term "Release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing of any Hazardous Substance into the environment (including, without limitation, the continuing migration of Hazardous Substances into, onto or through the soil, surface water, or groundwater, and the abandonment or discarding of barrels, containers, and other receptacles containing any Hazardous Substance), whether caused by, contributed to, permitted by, acquiesced to or known to Grantor or Grantor's predecessors or successors in interest.
3. The term "Hazardous Substance" shall mean (a) any oil, flammable substance, explosives, radioactive materials, hazardous wastes or substances, toxic wastes or substances or any other wastes, materials or pollutants which (i) pose a hazard to the Property or to persons on or about the Property or (ii) cause the Property to be in violation of any Environmental Law; (b) asbestos in any form which is, or could

become friable, urea formaldehyde foam insulation, transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls, or radon gas; (c) any chemical, material or substance defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous material", "extremely hazardous waste", "restricted hazardous waste", or "toxic substances" or words of similar import under any applicable local state or federal law or under the regulations adopted or publications promulgated pursuant thereto including the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 USC section 9601, et seq.; the Resource Conservation and Recovery Act ("RCRA"), 42 USC section 6901, et seq.; the Hazardous Materials Transportation Act, 49 USC section 1801, et seq.; the Federal Water Pollution Control Act, 33 USC section 1251, et seq.; the California Hazardous Waste Control Law ("HWCL"), Cal. Health & Safety section 25100, et seq., Hazardous Substance Account Act ("HSAA"), Cal. Health & Safety Code section 25300, et seq., the Porter-Cologne Water Quality Control Act (the "Porter-Cologne Act"), Cal. Water Code section 13000, et seq., the Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65); Title 22 of the California Code of Regulations, Division 4, Chapter 30; (d) any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any governmental authority or may or could pose a hazard to the health and safety of the occupants of the Property or the owners and/or occupants of property adjacent to or surrounding the Property, or any other person coming upon the Property or adjacent property; and (e) any other chemical, materials or substance which may or could pose a hazard to the environment.

4. The term "Reportable Use" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that required a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Property of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Property or neighboring Properties.
- d. Notwithstanding the above, Grantor may use any ordinary and customary herbicide and fuel for maintenance equipment reasonably required to be used in the normal course of Permitted Uses, so long as such use is in compliance with all applicable requirements, is not a Reportable Use, and does not expose the Property or neighboring property to any meaningful risk of contamination or damage or expose Grantor to any liability therefore. In addition, Grantee may condition its consent to any Reportable Use upon receiving such additional assurances as Grantee reasonably deems necessary to protect itself,

the public, the Property and/or the environment against damage, contamination, injury and/or liability.

21. Perpetual Duration. The easement created by this instrument shall be a servitude running with the land in perpetuity. Every provision of this Conservation Easement that applies to Grantor and Grantee shall also apply to and be binding upon their respective agents, heirs, executors, administrators, successors and assigns.

22. 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.** Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to affect the purpose of this Easement and the policy and purpose of California Civil Code Sections 815-816. If any provision in this instrument is bound to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.
- 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 hereby.
- d. Entire Agreement.** This instrument 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 10.
- e. No Forfeiture.** Nothing contained herein will result in the forfeiture or reversion of Grantor's title in any respect.
- f. Joint Obligations.** The obligations imposed by this Easement upon Grantor shall be joint and several.
- g. Successors.** 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 personal 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 their personal representatives, heirs, successors, and assigns, and the above-named Grantee and its successors and assigns.
- h. Termination of Rights and Obligations.** A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

- i. **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.
- j. **Counterparts.** The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.
- k. **Permission.** Whenever permission, consent or approval ("Permission") is required pursuant to this Conservation Easement, such permission shall be obtained in advance and in writing signed by the party from whom permission is to be obtained. Whether permission should be granted or denied shall be determined based upon the purposes of this Conservation Easement, and shall not be unreasonably withheld.

23. **Effective Date.** The Conservation Easement is effective as of the date of the last signature executed below, or upon recordation in the Official Records of the county identified above, if any signature is inadvertently undated.

Agreed to and Executed by:

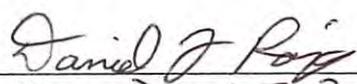
GRANTOR:

GRANTEE:

JERSEY DALE RANCH LLC

**SIERRA FOOTHILL CONSERVANCY,
a non-profit California Corporation**

By: 
 Print Name: Albert C. Anderson
 Its: Member/Manager
 Dated: 9/26/07

By: 
 Print Name: Daniel J. Roix
 Its: Associate Director
 Dated: September 20, 2007

(Add notary acknowledgments)

EXHIBIT A**Legal Description**

The certain real property in the unincorporated area of the County of Mariposa, State of California, more particularly described as follows:

APN: 014-290-014

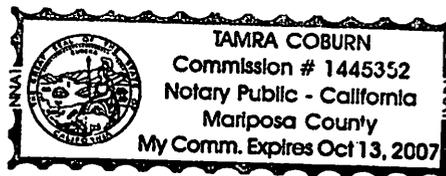
GOVERNMENT LOT 5, IN SECTION 1, TOWNSHIP 5 SOUTH, RANGE 19 EAST,
M.D.B.&M., ACCORDNING TO THE UNITED STATES TOWNSHIP PLATS
THEREOF.

State of California
County of Mariposa

On 9-20-07 before me, Tamra Coburn
Notary Public, personally appeared Daniel J. Roix

personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person(s) whose name(s) is/~~are~~ subscribed to me within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.
Signature Tamra Coburn



Optional

Description of Attached Document

Title or Type of Document: Deed of Conservation Easement

Document Date: Sept. 20, 2007 Number of Pages: 24

Signer (s) Other Than Names Above: _____

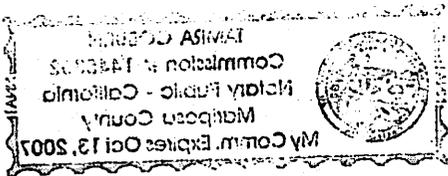
Capacity (ies) Claimed by Signer

Signer's Name: Daniel J. Roix

- () Individual
- () Corporate Officer --- Title(s): _____
- () Partner --- () Limited () General
- () Attorney-in-Fact
- () Trustee
- () Guardian or Conservator

Other: Associate Director

Signer Is Representing: Sierra Foothill Conservancy



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ACKNOWLEDGMENT

State of California
County of Mariposa

On 9-26-07 before me, D. Lobaugh,
(here insert name and title of the officer)

personally appeared Albert W. Anderson

personally known to me (or proved to me on the basis of satisfactory evidence) to be
the person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),
or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature *D. Lobaugh*



(Seal)

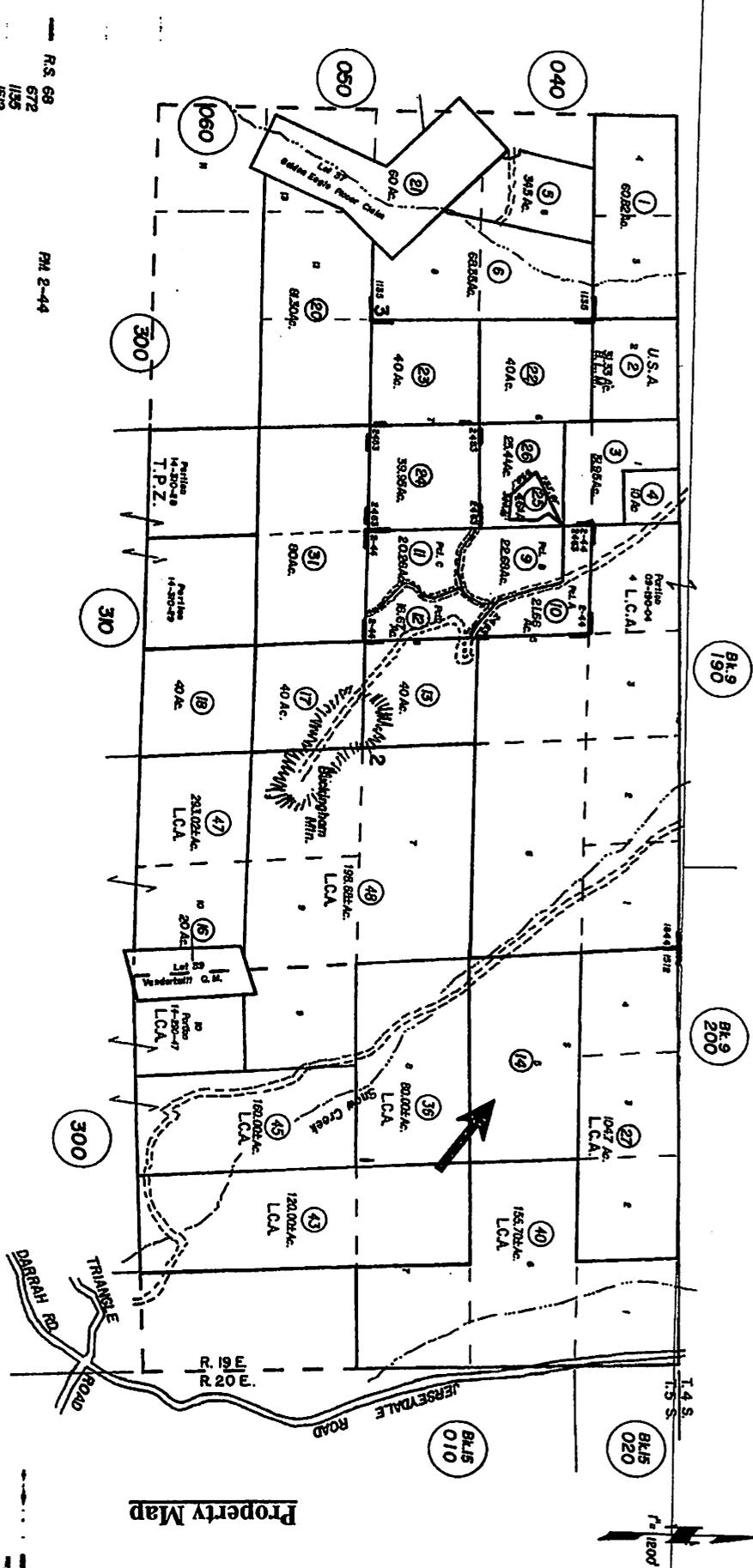
D. LOBAUGH
Commission # 1448026
Notary Public - California
Mariposa County
My Comm. Expires Feb 15, 2010



PORTION T. 5 S., R. 19 E., MDBAM.

Tax Area Code : 51000

14-290



- RS 69 672
- 1335 1335
- 1512 1512
- 1644 1644
- 1743 1743
- 2463 2463

PH 2-44

ASSESSOR'S PLATS ARE FOR GENERAL PROPERTY LOCATION AND TAX PURPOSES ONLY. THEY MAY NOT BE USED AS A BASIS FOR LEGAL PROPERTY DESCRIPTIONS.

Assessor's Map Bk. 14 - Pg. 290
County of Mariposa, Calif.
2005

NOTE - Assessor's Parcel Numbers Shown in Small Circles

EXHIBIT B
Property Map

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2076006