

Fall River Conservation Easement Program

Project Information

1. Proposal Title:

Fall River Conservation Easement Program

2. Proposal applicants:

Tim Weaver, Fall River Resource Conservation District
Nancy Schaefer, The Conservation Fund

3. Corresponding Contact Person:

Tim Weaver
Fall River Resource Conservation District
P.O. Box 83 McArthur, CA 96056
530 336-6591
fallriverrcd@digital-star.com

4. Project Keywords:

Ag/Urban Runoff
Habitat Restoration, Riparian
Land Use Management, Planning, and Zoning

5. Type of project:

Implementation_Full

6. Does the project involve land acquisition, either in fee or through a conservation easement?

Yes

If yes, is there an existing specific restoration plan for this site?

Yes

7. Topic Area:

Riparian Habitat

8. Type of applicant:

Local Agency

9. Location - GIS coordinates:

Latitude: 41.064983

Longitude: -121.4806

Datum:

Describe project location using information such as water bodies, river miles, road intersections, landmarks, and size in acres.

The project site is located along the Fall River, and is generally located at the intersection of McArthur and Glenburn Roads in Fall River Mills. The project will benefit approximately 7 miles of river frontage and a total of 2,750 acres.

10. Location - Ecozone:

Code 16: Inside ERP Geographic Scope, but outside ERP Ecozones

11. Location - County:

Shasta

12. Location - City:

Does your project fall within a city jurisdiction?

No

13. Location - Tribal Lands:

Does your project fall on or adjacent to tribal lands?

No

14. Location - Congressional District:

2nd-Herger

15. Location:

California State Senate District Number: 4th-Johannessen

California Assembly District Number: 2nd-Dickerson

16. How many years of funding are you requesting?

2

17. Requested Funds:

a) Are your overhead rates different depending on whether funds are state or federal?

No

If no, list single overhead rate and total requested funds:

Single Overhead Rate: 10

Total Requested Funds: 330,000

b) Do you have cost share partners already identified?

Yes

If yes, list partners and amount contributed by each:

McConnell Foundation \$48,000

Packard Foundation \$31,675

c) Do you have potential cost share partners?

Yes

If yes, list partners and amount contributed by each:

State Water Quality Control Board-- Proposition 13 to be determined

National Fish and Wildlife Foundation \$38,000

Department of Fish and Game/Wildlife Conservation Board to be determined

California Farmland Conservancy Program to be determined

Habitat Conservation Fund \$116,000

d) Are you specifically seeking non-federal cost share funds through this solicitation?

No

If the total non-federal cost share funds requested above does not match the total state funds requested in 17a, please explain the difference:

18. Is this proposal for next-phase funding of an ongoing project funded by CALFED?

No

Have you previously received funding from CALFED for other projects not listed above?

No

19. Is this proposal for next-phase funding of an ongoing project funded by CVPIA?

No

Have you previously received funding from CVPIA for other projects not listed above?

No

20. Is this proposal for next-phase funding of an ongoing project funded by an entity other than CALFED or CVPIA?

No

Please list suggested reviewers for your proposal. (optional)

21. Comments:

Question 17c. We have not yet submitted formal proposals to these potential funders. However, the Department of Fish and Game has completed and approved a Fall River Conceptual Area Protection Plan making Fall River easement acquisitions eligible for funding from the Wildlife Conservation Board. Other listed funders have indicated interest in the program and proposals will be submitted for funding.

Environmental Compliance Checklist

Fall River Conservation Easement Program

1. CEQA or NEPA Compliance

- a) Will this project require compliance with CEQA?

Yes

- b) Will this project require compliance with NEPA?

No

- c) If neither CEQA or NEPA compliance is required, please explain why compliance is not required for the actions in this proposal.

The purchase of conservation easements will not require CEQA or NEPA compliance but the implementation of habitat and water quality enhancement projects will require CEQA compliance.

2. If the project will require CEQA and/or NEPA compliance, identify the lead agency(ies). If not applicable, put "None".

CEQA Lead Agency: CA Dept Fish & Game/State Water Quality Control Board

NEPA Lead Agency (or co-lead:) None

NEPA Co-Lead Agency (if applicable): None

3. Please check which type of CEQA/NEPA documentation is anticipated.

CEQA

X Categorical Exemption

- Negative Declaration or Mitigated Negative Declaration

- EIR

- none

NEPA

- Categorical Exclusion

- Environmental Assessment/FONSI

- EIS

X none

If you anticipate relying on either the Categorical Exemption or Categorical Exclusion for this project, please specifically identify the exemption and/or exclusion that you believe covers this project.

The proposed habitat and water quality enhancements on private lands protected by a conservation easement should be exempt under CEQA Article 19, Section 15304 - Minor Alterations to Land.

4. CEQA/NEPA Process

- a) Is the CEQA/NEPA process complete?

No

If the CEQA/NEPA process is not complete, please describe the dates for completing draft and/or final CEQA/NEPA documents.

Draft document planned for September 2002

b) If the CEQA/NEPA document has been completed, please list document name(s):

5. **Environmental Permitting and Approvals** (*If a permit is not required, leave both Required? and Obtained? check boxes blank.*)

LOCAL PERMITS AND APPROVALS

Conditional use permit

Variance

Subdivision Map Act

Grading Permit Required

General Plan Amendment

Specific Plan Approval

Rezone

Williamson Act Contract Cancellation

Other Required

STATE PERMITS AND APPROVALS

Scientific Collecting Permit

CESA Compliance: 2081

CESA Compliance: NCCP

1601/03 Required

CWA 401 certification Required

Coastal Development Permit

Reclamation Board Approval

Notification of DPC or BCDC

Other

FEDERAL PERMITS AND APPROVALS

ESA Compliance Section 7 Consultation

ESA Compliance Section 10 Permit

Rivers and Harbors Act

CWA 404

Other

PERMISSION TO ACCESS PROPERTY

Permission to access city, county or other local agency land.

Agency Name:

Permission to access state land.

Agency Name:

Permission to access federal land.

Agency Name:

Permission to access private land.

Landowner Name: Ted Noel, Jim Rickert

Required, Obtained

6. Comments.

Land Use Checklist

Fall River Conservation Easement Program

1. Does the project involve land acquisition, either in fee or through a conservation easement?

Yes

If you answered yes to #1, please answer the following questions:

- a) How many acres will be acquired?

Fee: 0

Easement: 2861

Total: 2861

- b) Will existing water rights be acquired?

No

- c) Are any changes to water rights or delivery of water proposed?

No

2. Will the applicant require access across public or private property that the applicant does not own to accomplish the activities in the proposal?

Yes

3. Do the actions in the proposal involve physical changes in the land use?

Yes

If you answered yes to #3, please answer the following questions:

- a) How many acres of land will be subject to a land use change under the proposal?

unknown at this time but

- b) Describe what changes will occur on the land involved in the proposal.

Cattle exclusion fencing, streambank stabilization, wetlands enhancement and agricultural tailwater return systems will be developed to allow for the protection and revegetation of eroded streambanks and improve the quality of water returning to the river. Invasive non-native species will be targeted for removal along riparian corridor.

- c) List current and proposed land use, zoning and general plan designations of the area subject to a land use change under the proposal.

Category	Current	Proposed (if no change, specify "none")
Land Use	agricultural and timber production	none
Zoning	Exclusive agricultural production Timber production	none
General Plan Designation	Agricultural Croplands	none

d) Is the land currently under a Williamson Act contract?

Yes

e) Is the land mapped as Prime Farmland, Farmland of Statewide Importance, Unique Farmland or Farmland of Local Importance under the California Department of Conservation's Farmland Mapping and Monitoring Program?

Yes

If yes, please list classification:

Prime, Unique (see #4 below)

f) Describe what entity or organization will manage the property and provide operations and maintenance services.

Fall River Resource Conservation District will hold the conservation easement agreement and be responsible for monitoring and enforcement. Natural Resources Conservtion Service will provide additional technical assistance.

4. Comments.

3c. Breakdown of zoning classifications: Exclusive agricultural = 310 acres Agricultural production = 2231 acres Timber production = 320 3e. Breakdown of farmland designations based on USDA Natural Resources Conservtion Service Soils Evaluation: 2,128 acres = Prime 555 acres = Range 103 acres = Wetland 95 acres = Water

Conflict of Interest Checklist

Fall River Conservation Easement Program

Please list below the full names and organizations of all individuals in the following categories:

- **Applicants listed in the proposal who wrote the proposal, will be performing the tasks listed in the proposal or who will benefit financially if the proposal is funded.**
- **Subcontractors listed in the proposal who will perform some tasks listed in the proposal and will benefit financially if the proposal is funded.**
- **Individuals not listed in the proposal who helped with proposal development, for example by reviewing drafts, or by providing critical suggestions or ideas contained within the proposal.**

The information provided on this form will be used to select appropriate and unbiased reviewers for your proposal.

Applicant(s):

**Tim Weaver, Fall River Resource Conservation District
Nancy Schaefer, The Conservation Fund**

Subcontractor(s):

Are specific subcontractors identified in this proposal? No

Helped with proposal development:

Are there persons who helped with proposal development?

Yes

If yes, please list the name(s) and organization(s):

Nancy Schaefer The Conservation Fund

Jessica Schuab The Conservation Fund

Dennis Heiman State Water Quality Control Board

Comments:

None

Budget Summary

Fall River Conservation Easement Program

Please provide a detailed budget for each year of requested funds, indicating on the form whether the indirect costs are based on the Federal overhead rate, State overhead rate, or are independent of fund source.

Independent of Fund Source

Year 1												
Task No.	Task Description	Direct Labor Hours	Salary (per year)	Benefits (per year)	Travel	Supplies & Expendables	Services or Consultants	Equipment	Other Direct Costs	Total Direct Costs	Indirect Costs	Total Cost
1	Present conditions report	1032	25080	6521	171	650	7104	600	300,000	340126.0	3521	343647.00
2	Purchase Noel easement	96	2280	593	47	360	3096	533	1,000,000	1006909.0	3410	1010319.00
3	Purchase River Ranch Easement	120	2880	748	54	360	3096	533	600,000	607671.0	3410	611081.00
4	Purchase River Butte Easement	96	2280	593	50	360	3096	533		6912.0	3410	10322.00
5	Planning for tailwater recovery	264	6360	1653	70	160	3480			11723.0		11723.00
6	Fencing	264	6408	1666	65	160	2952			11251.0		11251.00
7	Planning for bank stabilization	264	7296	1897	54	160	3348			12755.0		12755.00
8	Invasive species control	312	7704	2003	37	160	3480			13384.0		13384.00
9	Planning for wetlands enhancement	264	6336	1647	70	160	3348			11561.0		11561.00
10	Develop monitoring program	312	7560	1965	78	160	22200	2200		34163.0		34163.00
		3024	74184.00	19286.00	696.00	2690.00	55200.00	4399.00	1900000.00	2056455.00	13751.00	2070206.00

Year 2												
Task No.	Task Description	Direct Labor Hours	Salary (per year)	Benefits (per year)	Travel	Supplies & Expendables	Services or Consultants	Equipment	Other Direct Costs	Total Direct Costs	Indirect Costs	Total Cost
1	Implement tailwater recovery	432	10512	2733	101	160	93480			106986.0	2292	109278.00
2	Fencing install	312	7608	1978	96	160	26712			36554.0	2292	38846.00
3	Implement bank stabilization	372	9096	2365	147	160	48348			60116.0	2292	62408.00
4	Invasive species control	360	8832	2296	130	160	27480			38898.0	2292	41190.00
5	Implement wetlands enhancement	312	7680	1996	88	160	33348			43272.0	2292	45564.00
6	Monitor sites	432	10560	2746	181	160	22068			35715.0	2292	38007.00
		2220	54288.00	14114.00	743.00	960.00	251436.00	0.00	0.00	321541.00	13752.00	335293.00

Year 3												
Task No.	Task Description	Direct Labor Hours	Salary (per year)	Benefits (per year)	Travel	Supplies & Expendables	Services or Consultants	Equipment	Other Direct Costs	Total Direct Costs	Indirect Costs	Total Cost
		0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Grand Total=2405499.00

Comments.

Budget Justification

Fall River Conservation Easement Program

Direct Labor Hours. Provide estimated hours proposed for each individual.

District Manager -- 2,292 hours (2 years) Project Coordinator -- 2,592 hours (2 years)
Administrative Assistant -- 360 hours (2 years) Education Coordinator -- 768 hours (2 years)

Salary. Provide estimated rate of compensation proposed for each individual.

District Manager -- \$28/hr Project Coordinator -- \$22/hr Administrative Assistant -- \$18/hr
Education Coordinator -- \$22/hr

Benefits. Provide the overall benefit rate applicable to each category of employee proposed in the project.

District Manager -- 26% Project Coordinator -- 26% Administrative Assistant -- 26%

Travel. Provide purpose and estimate costs for all non-local travel.

Landowner site visits, monitoring, present conditions report development, and conservation planning - 4,640 miles @\$0.31/mile

Supplies & Expendables. Indicate separately the amounts proposed for office, laboratory, computing, and field supplies.

Office supplies include paper, printer cartridges, computer disks, tracking software, toner, maintenance contract on copy machine, and miscellaneous.-- \$980 Printing/reproduction -- newsletter, newspaper articles -\$900 Field supplies include GPS hardware and software

Services or Consultants. Identify the specific tasks for which these services would be used. Estimate amount of time required and the hourly or daily rate.

Legal advice -- assist with document planning and preparation Stewardship -- assist with the planning for monitoring and enforcement protocol

Equipment. Identify non-expendable personal property having a useful life of more than one (1) year and an acquisition cost of more than \$5,000 per unit. If fabrication of equipment is proposed, list parts and materials required for each, and show costs separately from the other items.

Personal computer, printer, software = \$1,600 Geographical Information System equipment used in the monitoring program -- \$600

Project Management. Describe the specific costs associated with insuring accomplishment of a specific project, such as inspection of work in progress, validation of costs, report preparation, giving presentations, response to project specific questions and necessary costs directly associated with specific project oversight.

Site review -- to establish planning information in the conservation easement agreement Report preparation -- quarterly, annual, and final Project education -- meet with the public to describe aspects of program at monthly meetings, workshops, and at annual District Fair.

Other Direct Costs. Provide any other direct costs not already covered.

Purchase of conservation easements during year 1 for Noel, River Ranch, and River Butte properties -- \$1,900,000

Indirect Costs. Explain what is encompassed in the overhead rate (indirect costs). Overhead should include costs associated with general office requirements such as rent, phones, furniture, general office staff, etc., generally distributed by a predetermined percentage (or surcharge) of specific costs.

**FRRCD has a 10% rate on all indirect costs. Office rent -- $50\% \times \$600/\text{month} = \$300/\text{month}$
Telephone -- $50\% \times \$140/\text{month} = \$70/\text{month}$ Utilities -- $50\% \times \$150/\text{month} = \$75/\text{month}$
Memberships -- CARCD = \$1250 Training/education -- conservation easement general
workshop, stewardship workshop, workshop materials = \$1,850 Office furniture -- desk, chair,
file cabinet -- \$400 Communication -- \$30/month Insurance/liability = \$2,500 Taxes = \$800**

Executive Summary

Fall River Conservation Easement Program

The Fall River Resource Conservation District (FRRCD) is requesting \$2,405,499 to acquire conservation easements on three ranches and complete habitat and water quality enhancements on the properties. The Noel Ranch, River Ranch and River Butte Ranch are located in northeastern Shasta County, total 2,860 acres and have approximately seven miles of frontage on the Fall River, a tributary to the Pit River. The easements will limit future development, provide for the continuation of wildlife friendly agriculture, require the control of and prohibit the introduction of invasive species, protect the Fall River riparian corridor, keep property in private hands and on the tax rolls. In addition to protecting the land with easements, the FRRCD is planning terrestrial, riparian and aquatic habitat and water quality enhancement projects, detailed in conservation plans appended to the easement, to benefit fish and wildlife. Once implemented, these enhancements will be permanently maintained under the easement terms. The Fall River is noted for its world class native wild rainbow trout (*Oncorhynchus mykiss*) fishery and is one of the few remaining locations where the federally endangered Shasta crayfish (*Pacifiastacus fortis*) can be found. A few large springs are the reason the Fall River maintains a near constant flow and temperature throughout the year a key to the health of the wild trout fishery and a rarity in Californias dry climate where most rivers are dependent on rainfall and snowmelt for their flows. These and numerous other resources are facing increasing pressure from small lot residential development, especially along the river corridor, that if not planned appropriately, destroy wildlife habitat, degrade the rivers water quality and remove land from agricultural production. Another threat is increasing sedimentation on the upper reaches of the Fall River due to the channelization of Bear Creek (a Fall River tributary), fire, and unusually heavy rainfall events. These three easement acquisitions are the first phase of the Districts Fall River Conservation Easement Program targeting 20,000 acres in the lower Fall River watershed at an estimated cost of \$20 million. The FRRCDs board is made up of landowners and has a long history of working cooperatively with landowners to undertake resource protection, restoration and enhancement projects. The Program, initiated in November 2000, has strong local support among landowners and elected officials.

Proposal

Fall River Resource Conservation District

Fall River Conservation Easement Program

Tim Weaver, Fall River Resource Conservation District

Nancy Schaefer, The Conservation Fund

A. Project Description: Project Goals and Scope of Work

1. Problem

The Fall River, a tributary of the Pit River, is noted for its world class native wild rainbow trout (*Oncorhynchus mykiss*) fishery and is one of the few remaining locations where the federally endangered Shasta crayfish (*Pacifiastacus fortis*) can be found. A few large springs are the reason the Fall River maintains a near constant flow and temperature throughout the year – a key to the health of the wild trout fishery and a rarity in California’s dry climate where most rivers are dependent on rainfall and snowmelt for their flows. These and numerous other resources are facing increasing pressure from small lot residential development, especially along the river corridor, that if not planned appropriately, destroy wildlife habitat, degrade the river’s water quality and remove land from agricultural production. Another threat is increasing sedimentation on the upper reaches of the Fall River due to the channelization of Bear Creek (a tributary to Fall River), fire, and unusually heavy rainfall events.

Increasing sedimentation was the principal reason the Central Valley Regional Water Quality Control Board designated the river an impaired waterway in 1996. Studies documenting these effects in the Fall River Valley include the Recovery Plan for the Shasta Crayfish (U.S. Fish and Wildlife Service, 1998), Aquatic Monitoring and Assessment for the Upper Fall River (Department of Water Resources, 1998), the draft Sandhill Crane Recovery Strategy Task Plan (Sandhill Crane Recovery Strategy Task Force, 2000), and Analysis of Sedimentation and Action Plan development for the Upper Fall River (Fall River Resource Conservation District/Tetra Tech, Inc., 1998).

To address these problems, the Fall River Resource Conservation District (FRRCD) and The Conservation Fund (the Fund) have developed the *Fall River Conservation Easement Program* with the following goals:

- Preserve and enhance wildlife habitat for waterfowl, wildlife and aquatic species.
- Protect and improve the water quality of Fall River.
- Maintain the viability of the agricultural economy and encourage wildlife friendly agricultural practices.
- Direct development to appropriate locations to minimize impacts to economic and natural resources.

The picturesque Fall River Valley is nestled between the Sierra Nevada and Cascade Mountain ranges with Mt. Shasta visible to the northwest and Mt. Lassen to the south. The river meanders for 22 miles through the valley before its convergence with the Pit River in the town of Fall River Mills. As noted above, the region is known for its world class native wild rainbow trout fishery as well as its abundant wildlife, scenic vistas and thriving agricultural economy. The agricultural practices in the region, organic cattle ranches and the wildlife-friendly cultivation of wild rice, timothy hay, alfalfa and grain offer tremendous benefits to waterfowl and wildlife. In the fall and winter months, the valley is teeming with waterfowl, shorebirds,

Sandhill cranes and geese. Larger species such as deer, elk, bear and mountain lion are also found throughout the year. These species are also threatened by conversion of agricultural lands to residential uses.

2. Justification

The *Fall River Conservation Easement Program* is a full-scale restoration project that will combine easement protection with habitat and water quality enhancement projects to accomplish its goals. The Program will alleviate the problems discussed above by doing the following:

- Protecting the Fall River riparian corridor and associated wetland areas from development and habitat fragmentation using conservation easements.
- Encouraging the continuation of wildlife friendly agriculture.
- Encouraging the adoption of agricultural practices that reduce impacts to upland, riparian and aquatic habitat as well as water quality.
- Facilitating the restoration and enhancement of riparian, wetland and aquatic habitat.
- Prohibiting the intentional introduction of non-native invasive species.
- Requiring the control of existing non-native invasive species including purple loosestrife (*Lythrum salicaria*) and muskrat (*Ondatra zibethicus*) in coordination with regulatory agencies.
- Preventing development that impairs agricultural and natural resources.

Furthermore, the FRRCD is requesting funding to implement the following restoration and enhancement projects within the easement areas, which once completed, will be permanently maintained under the terms of the easements:

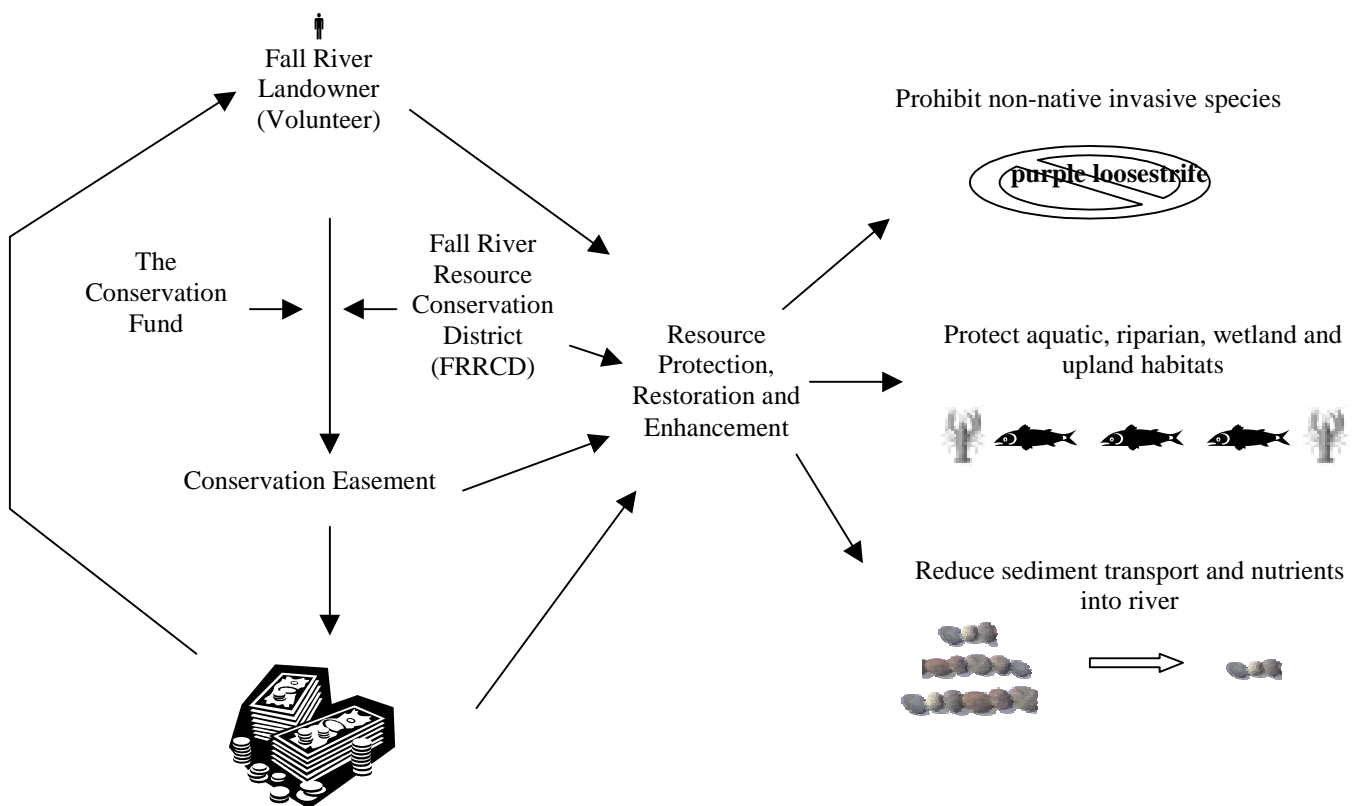
- Design and implement systems to reduce or eliminate water quality impacts resulting from agricultural return water from irrigated pastures and other croplands.
- Control erosion through bank stabilization and vegetation improvement projects to improve and increase riparian habitat and reduce sedimentation.
- Restore and enhance riparian, wetland and aquatic habitats for waterfowl, shorebirds, crane and aquatic species.
- Control and manage non-native invasive species.
- Fence riparian and wetland areas to exclude cattle from sensitive habitats.

The *Fall River Conservation Easement Program* is focusing on the lower watershed, targeting 20,000 acres of privately held land along roughly 20 miles of the river corridor in the Fall River Valley. These are the lands most at risk of conversion to uses other than wildlife habitat and agriculture. The easement program is designed to complement the approximately 36,000 acres of upper watershed lands that are already protected by the Bureau of Land Management, US Forest Service, Ahjumawi Lava Springs State Park and the California Waterfowl Association. Furthermore, reducing sedimentation and nutrient loading of the Fall River may lead to improved water quality in the Pit River below its convergence with the Fall River.

CALFED funding is requested to purchase conservation easements on three of the six properties, totaling 2,860 acres and covering seven miles of river, frontage included in Phase I of the Program and the implementation of the conservation plan enhancements for these properties. The purchase of conservation easements combined with the proposed habitat and water quality enhancement projects is a strong step toward protecting and enhancing valuable natural and agricultural resources while keeping lands in private hands and on the tax rolls.

The conceptual model below provides a graphic depiction of the proposed results of the easement program.

Conceptual Model



3. Approach

The FRRCD is requesting **\$1,975,371** matching funds for the purchase of easements and **\$430,128** for habitat and water quality enhancements on three of the Phase I properties – Noel Ranch, River Ranch and River Butte Ranch – totaling 2,860 acres and covering seven miles of river frontage. The FRRCD, in partnership with the Fund, is proposing to purchase easements that limit future development, protect agricultural lands, wildlife habitat, riparian and aquatic habitat and provide incentives to implement habitat and water quality enhancement projects that once implemented, are permanently protected by the easement terms. The *Fall River*

Conservation Easement Program is a unique approach because there are very few resource conservation districts, which are local special districts, offering acquisition and stewardship of conservation easements. Resource conservation districts are uniquely suited to take on this role because their boards are made up of landowners and have a long history of working cooperatively with landowners to undertake resource protection, restoration and enhancement projects. The Program also leaves property in private hands and on the tax rolls.

The FRRCD and the Fund have identified 20,000 acres of important agricultural and riparian land in the lower Fall River watershed that will benefit from this program. The protection provided by an easement also includes proposed enhancement projects identified in conservation plans attached to the easement document. The easement program has been divided into four phases of approximately 5,000 acres each. Phase I is underway and includes six landowners. The total cost of the program is estimated at \$20 million and Phase I is approximately \$5 million.

The FRRCD and the Fund have been coordinating with the California Department of Fish and Game, California Waterfowl Association and the Central Valley Regional Water Quality Control Board to develop a model easement tailored to Fall River issues that protects both wildlife habitat and agriculture. The Fund and the FRRCD are in the process of negotiating easement terms with the Phase I landowners, and Allan Barros, with Correia-Xavier, has been hired to complete appraisals on these properties. Once agreement has been reached on the easement terms, the Fund will contract with the landowners to accept donations and/or purchase the easements. The easements will be conveyed to the FRRCD to hold, monitor and enforce in perpetuity.

During the easement acquisition process, the FRRCD will complete a description of each property's Conservation Values and prepare a Present Conditions Report that thoroughly documents the condition of the agricultural lands, wildlife habitat and improvements. This report becomes the baseline for assessing compliance with easement terms.

In addition to the easement, a voluntary Conservation Plan that identifies terrestrial, riparian and aquatic habitat and water quality enhancements is being prepared for each property (see Sample Conservation Plan in Attachment 4). These activities will be jointly pursued by the landowner and the FRRCD. The Conservation Plan is an attachment to the easement document and includes recommendations to eliminate or reduce tailwater return flows, control/mitigate non-native invasive species, and reduce erosion by stabilizing stream banks. Improved water quality goals will target introduced sediment, elevated temperature and nutrients into Fall River. Suggested modifications to agricultural practices to improve wildlife habitat may include more efficient irrigation practices and increased riparian filter strips. Technical assistance will be offered to establish vegetation and design irrigation systems to prevent further erosion along the streambanks. The landowner and the FRRCD will jointly pursue funding to implement the Conservation Plan in a timely manner. Landowners will be asked to use the proceeds from the sale of their easements as a partial match for the implementation of the Conservation Plan. Other cost-sharing programs include the US Fish and Wildlife Service's Partners for Wildlife, Natural Resources Conservation Service's EQIP, and the National Fish and Wildlife Foundation. For

this proposal, however, the FRRCD is requesting easement purchase and conservation plan implementation funding.

Education efforts, such as elimination of noxious weeds within the easement area, will also be offered to help landowners develop wise land use strategies. In areas of non-agricultural use, habitat conservation practices will promote species protection and improvement. Once Conservation Plan actions are implemented, the landowner is required to maintain the enhancement in perpetuity (see Fall River Model Conservation Easement in Attachment 3). Monitoring programs will be developed to evaluate the success of the enhancements in improving water quality such as temperature monitoring during the hotter summer periods, turbidity and vegetation monitoring in both riparian and aquatic habitats.

4. Feasibility

Easements are increasingly used throughout the country to protect historical, agricultural, recreational, scenic and wildlife lands because they are a flexible tool that can be tailored to the landowners' needs and to the resources targeted for protection. They also keep land ownership in private hands and on the tax rolls. The model easement that has been developed for Fall River will prevent excessive development and protect agricultural and natural resources. The easement will also encourage landowners to undertake cooperative habitat and water quality projects with the FRRCD that will then be permanently protected by the easement.

The *Fall River Conservation Easement Program* is a feasible approach for landowners in the region. On March 10, 2001, the FRRCD and the Fund hosted a workshop for Fall River Valley landowners to introduce the program and describe the benefits of easements. The easement program was well received because the landowners recognize that easements are a viable alternative to sale for development. The meeting resulted in the identification of the six Phase I landowners, and several more landowners have expressed interest in being included in Phase II. The FRRCD and the Fund are currently negotiating easements on the Phase I properties and appraisals have been started.

Although the FRRCD is relatively new to conservation easements, the partnership with the McConnell Foundation and The Conservation Fund has enabled the FRRCD to rapidly develop the expertise to acquire, hold, monitor and defend easements. In addition, the Packard Foundation's support for organizational capacity building is helping develop the easement stewardship protocol required for monitoring easements. Because the FRRCD is a local district consisting of local landowners, their ability to monitor activities on these easements will be more responsive than organizations based outside of the region. Funding for an easement stewardship endowment will be secured with the acquisition of each easement to insure the FRRCD's ability to monitor and enforce the easements.

On the enhancement side of this proposal, the FRRCD has extensive experience working with private landowners to restore and enhance resources. In the last four years, the FRRCD has successfully executed ten private landowner agreements for restoration, fencing, and bank stabilization. These agreements were developed with landowner input and require annual

inspection for a period of ten years. FRRCD has managed these agreements with oversight from two technical advisory groups and its Board of Directors.

The program is also feasible from a political perspective with strong support from Supervisor Glenn Hawes and Assemblymember Dick Dickerson (see letters of support in Attachment 5). It should be further noted that because the FRRCD is a local district comprised of Fall River landowners, the easement program has strong local support and involvement.

No CEQA or NEPA documentation is necessary for the purchase of conservation easements. Appropriate permits will be secured for the implementation of the proposed habitat and water quality enhancement projects including the California Department of Fish and Game, the Army Corps of Engineers, State Water Quality Control Board, Shasta County, Natural Resources Conservation Service and the US Fish and Wildlife Service.

5. Performance Measures

Performance measures for the *Fall River Conservation Easement Program* will take several forms.

Successful Purchase of Conservation Easements. Program success will be measured by the number of acres and miles of river frontage protected with conservation easements. For purposes of this CALFED request, we are pursuing 2,860 acres and approximately seven miles of river frontage under three different ownerships.

Acres of Riparian and Wetland Habitat Enhanced. The successful implementation of habitat and water quality enhancement projects will also be used as a performance measure. Specific acreage goals are still being developed but measures of success will include species diversity, plant growth and moisture levels. If enhancements are not performing as predicted, steps will be taken to improve the results.

Water Quality Improvement. Water quality monitoring will be conducted to measure improvements related to agricultural practices and water quality enhancement projects. Monitoring will measure temperature during the hotter summer periods, turbidity and nitrate levels, particularly for tailwater return outfall areas. Information gleaned from water quality monitoring will be used to inform and improve enhancements proposed for future projects in the Program.

Monitoring and Enforcement. Success will also be measured by the lack of violations to easement terms, which will be a result of the FRRCD implementing a strong monitoring and enforcement program. The terms of the easement require the FRRCD to monitor compliance, and in the event of a violation, enforce the easement through mediation or legal action. Easement monitoring will be conducted annually or more frequently if necessary, by inspecting the land and talking to the landowner about future plans to avoid conflict with the easement protections. The FRRCD will have the permanent responsibility and legal right to enforce the terms of the easement. Monitoring will include the establishment of a Present Conditions Report that describes the condition of the land and existing structures, aerial and ground photos, the

design of easement inspection and report forms, and the acquisition of all necessary tools. Monitoring protocols will be well documented and a uniform system will be used for all properties. Monitoring protocols will be revised to reflect the unique qualities that may be discovered as the FRRCD becomes more familiar with each property.

6. Data Handling and Storage

All data collected as part of water quality and habitat monitoring will be stored by the FRRCD in its office in McArthur. The data will be made available to other agencies and organizations upon request.

The FRRCD is developing protocols for the collection and storage of Present Conditions Reports and annual easement monitoring reports. The protocols will ensure the collection of data is consistent for each landowner, and that it is stored in a manner that guarantees permanence.

7. Expected Products/Outcomes

- Purchase conservation easements on Noel Ranch, River Ranch, and River Butte Ranch properties totaling 2,860 acres and roughly 7 miles of river frontage.
- Implement conservation plans for Noel Ranch, River Ranch, and River Butte Ranch resulting in improved terrestrial, riparian and aquatic habitat and water quality.
- Implementation of habitat and water quality monitoring programs.
- Improved terrestrial, riparian and aquatic habitat and water quality in Fall River.

8. Work Schedule

The *Fall River Conservation Easement Program* is a four phase, six-year project that began in the November 2000 with its adoption by the FRRCD Board of Directors. This proposal is focusing on the purchase of conservation easements on three of the six Phase I properties - Noel, River Ranch and River Butte Ranch – and the implementation of habitat and water quality enhancement projects detailed in property-specific conservation plans. Outreach to landowners, community members, and elected officials have been conducted and are ongoing. A model easement has been developed and reviewed by program partners. (See Fall River Model Conservation Easement in Attachment 3). Easement negotiations, appraisals, and conservation plan development are underway for these three properties. The proposed work schedule presented below is for the Noel Ranch, River Ranch and River Butte properties.

Task 1. Purchase easements on Noel Ranch, River Ranch and River Butte Ranch properties. Finalize easement documents, complete appraisals, sign easement purchase contracts, complete due diligence including title review and hazardous materials survey, complete present conditions report, close on easements.

March 2001 start date, purchase easements on Noel Ranch, River Butte and River Ranches by December 2002.

CALFED funding is requested only for the purchase of the easements and the preparation of present conditions reports that will be completed only after a contract with CALFED is signed.

Task 2. Implement Conservation Plans for Noel, River Ranch and River Butte Ranch. Design habitat and water quality enhancement projects described in the conservation plans, implement these plans. See Sample Conservation Plan, in Attachment 4.

September 2002 to August 2003.

CALFED funding is requested for the planning and implementation of the enhancement projects.

Task 3. Develop and implement monitoring programs to measure changes in water habitat and water quality resulting from enhancement projects. The monitoring programs will be designed in Year 1 and implemented in Year 2.

September 2002 to August 2004.

CALFED funding is requested for the design and implementation of the monitoring programs.

NOTE: Tasks 1 and 2/3 can be funded separately. Tasks 2 and 3 should be funded simultaneously.

B. Applicability to CALFED ERP and Science Program Goals and Implementation Plan and CVPIA Priorities

1. ERP, Science Program and CVPIA Priorities

Goal 4: Habitats: The *Fall River Conservation Easement Program* will use easements to protect aquatic, riparian, wetland, and upland habitats. It will also improve riparian habitats through fencing, erosion control and revegetation with native species, which in turn should improve the water quality of the Fall River to benefit fish species, especially wild native rainbow trout. The conservation plans will recommend modifications to agricultural practices that will enhance the value of agricultural lands for waterfowl, shorebirds, Sandhill cranes and other wildlife. The current agricultural practices such as irrigated pasture and the cultivation of wild rice have proven to be wildlife friendly and the easements are aimed at preserving these practices.

Goal 5: Non-native Invasive Species. The conservation easements prohibit the intentional introduction of non-native invasive plant and animal species to the land and water. The easements also require landowners to work with the FRRCD and other agencies to control invasive species, particularly purple loosestrife (*Lythrum salicaria*).

Goal 6: Sediment and Water Quality. Enhancement projects implemented under property-specific conservation plans are expected to reduce sediment transport and nutrients that enter Fall River from erosion and agricultural return water. Reduced sedimentation and nutrient loads will

improve aquatic habitat by encouraging growth of fish-friendly, native aquatic vegetation to wild trout, as well as other important native aquatic species. Improving the Fall River water quality should in turn, improve the water quality of the downstream Pit River.

CVPIA Priorities: The *Fall River Conservation Easement Program* meets CVPIA as described below.

Biological Resource Considerations. The Program will protect and enhance riparian and aquatic habitat for the federally endangered Shasta crayfish (*Pacifiastacus fortis*), wild native rainbow trout (*Oncorhynchus mykiss*), and the numerous species listed in Section 5 below. These habitat improvements will provide long-term benefits.

Implementation Considerations. The Program is technically feasible, can be completed in a timely manner because of willing landowners, includes a variety of funding partners, and has strong local support. The Program is also compatible with other CALFED/CVPIA programs and other restoration programs in the region. In addition, the Program is “implementable” because legal, regulatory and technical obstacles to implementation have been taken into consideration.

Economic Considerations. The Program will have a positive impact on the local economy by providing cash payments for agricultural easements that allow landowners to keep land in agricultural production. The Program will also benefit water quality once the conservation plans have been implemented. The purchase of easements is much more cost effective than acquiring properties in fee and incurring maintenance and operations expenses.

2. Relationship to Other Ecosystem Restoration Projects

For the last 15 years, a number of field assessments have been developed within the *Fall River Conservation Easement Program* area. In 1983, the *Fall River Watershed Area and Water Quality Monitoring Study* was completed by the USDA Soil Conservation Service, in cooperation with the Fall River Resource Conservation District, and the Regional Water Quality Control Board. The study identified seasonal high ground water, septic tank failures, flooding damages, stream bank erosion, and high bacteriological concentrations.

In December 1996, the FRRCD began a concerted effort to better understand the sources and possible remedies of sediment transfer in the Bear Creek watershed. The District hired Tetra Tech, Inc., an environmental consulting firm, to coordinate a comprehensive study that includes data from the Department of Fish and Game (fisheries), the Central Valley Regional Water Quality Control Board (water quality), North State Resources, Inc. (aquatic plants, sediment nutrients), National Resources Conservation Service (sediment sources), California Department of Water Resources (sediment transport -- Upper Fall River), Thousand Springs Ranch (sediment transport -- Bear Creek), and the U.S. Geological Survey (maps). The final report, *Analysis of Sedimentation and Action Plan Development for the Upper Fall River*, was completed in August 1998.

Upper Fall River is characterized by relatively low gradients and low stream velocities. Bear Creek, a tributary to the Fall River, has gradients that range from low in the meadow areas

to moderate through the remainder of the watershed. Many sections of the stream bank have eroded causing significant sediment deposition within historic spawning beds during periods of high flow events. The accumulated sediment has also buried underwater vegetation that provides critical cover for fish and substrate for macroinvertebrates, a food source for fish. Stabilization of existing streambanks has been determined to be a principal objective in reducing erosion.

The *204 Restoration Project* (March 1999), a direct response to the recommendations listed in the 1998 *Analysis of Sedimentation* plan, provided implementation funds to meet the objectives of reduced sediment into Fall River. A comprehensive monitoring program was established that identified 10 sites in upper Fall River and an additional site in the upper Bear Creek watershed. Data was collected for flow, bedload, and suspended sediment at all sites. In addition, aquatic and riparian vegetation sampling, channel morphology, and macroinvertebrates data was collected. Approximately six miles of cattle exclusion fencing, and numerous rocked cattle access ramps were installed on private property along the river. Of this total, nearly 2,000 feet of new fence and gates were installed on the Noel Ranch. A sediment removal demonstration project, stream bank stabilization, and a muskrat population survey were also conducted in this program.

In an effort to address sedimentation in the upper Fall River watershed resulting from erosion on Bear Creek, the *Bear Creek Meadow Restoration Project (BCMRP)*, *Thousand Springs Ranch, Shasta County* was undertaken in February 1999. Restoration of the Bear Creek Meadow was completed in August 1999. The project included a re-design of the stream channel, development of wildlife ponds, and enhancement of the stream corridor. The Final Report for the *Big Bear Flat Restoration Design* was completed in July 2001 and suggested that similar strategies to BCMRP would also be successful in reducing erosion and sediment transport to upper Fall River. Many of the engineering techniques used at Bear Creek Meadow, including raising the water table and restoring the function of the meadow as a floodplain, have now proven successful in meeting project goals.

The *Fall River Noxious Weed Education Project* began in June 2001 with the goal of educating landowners on the growing non-native weed problem in northeastern California. With increased weed populations, particularly purple loosestrife, the potential detrimental impact to riparian habitat and water quality is significant.

3. Requests for Next-Phase Funding. N/A

4. Previous Recipients of CALFED Program or CVPIA funding.

Fall River Resource Conservation District has not previously received previous funding from CALFED or CVPIA.

5. System-Wide Ecosystem Benefits.

The Fall River is a tributary of the Pit River, which in turn, is a tributary of the Sacramento River. Although it is now hydrologically separated from the rest of the Sacramento River watershed by the Shasta Dam, improvements in the Fall River watershed still contribute to

overall ecosystem health by improving habitat for native fish, the endangered Shasta crayfish and terrestrial species such as waterfowl and shorebirds.

The proposed *Fall River Conservation Easement Program* will benefit avian, aquatic and terrestrial habitat resources throughout the Fall River watershed. There may also be downstream benefits to the Pit River. Primary reasons for improvement include sediment reduction attributed to cattle exclusion, increased streambank stabilization, and improved bank vegetation. Principal methods of control will be the installation of cattle exclusion fencing, cattle access ramps (rocked), bank vegetation, and removal of invasive non-native species. The implementation of agricultural tailwater recovery systems will also contribute to improved water quality that will benefit Fall River aquatic species.

The following have been identified as threatened, endangered, or species of management concern and could directly benefit from conservation easement program:

Bird Species	How benefited
<i>Pandion haliaetus</i> Osprey	Improved habitat and opportunities for protection
<i>Haliaeetus leucocephalus</i> Bald eagle	Improved habitat and opportunities for protection
<i>Accipiter gentilis</i> Northern goshawk	Improved habitat and opportunities for protection
<i>Accipiter cooperii</i> Cooper's hawk	Improved habitat and opportunities for protection
<i>Falco peregrinus anatum</i> American peregrine falcon	Improved habitat and opportunities for protection
<i>Circus cyaneus</i> Northern harrier	Improved habitat and opportunities for protection
<i>Grus canadensis tabida</i> Greater sandhill crane	Improved habitat and opportunities for protection
<i>Strix occidentalis caurina</i> Northern spotted owl	Improved habitat and opportunities for protection
<i>Empidonax traillii brewsteri</i> Little willow flycatcher	Improved habitat and opportunities for protection
<i>Agelaius tricolor</i> Tricolored blackbird	Improved habitat and opportunities for protection
<i>Riparia riparia</i> Bank swallow	Improved habitat and opportunities for protection
Aquatic Species	How benefited
<i>Pacifiastacus fortis</i> Shasta crayfish	Sediment reduction and streambank stabilization will allow improved habitat
<i>Oncorhynchus mykiss</i> Steelhead	Reduced sediment prevents inundation of spawning gravel and aquatic weed beds and improves habitat cover
<i>Cottus asperimus</i> Rough Sculpin	Sediment reduction and streambank stabilization will allow improved habitat

<i>Cottus klamathensis macrops</i> Bigeye marbled sculpin	Sediment reduction and streambank stabilization will allow improved habitat
<i>Lavinia symmetricus mitrulus</i> Pit roach	Sediment reduction and streambank stabilization will allow improved habitat
<i>Clemmys marmorata marmorata</i> Northwestern pond turtle	Sediment reduction and streambank stabilization will allow improved habitat
<i>Pisidium ultramontanum</i> Montane peaclam	Sediment reduction and streambank stabilization will allow improved habitat
<i>Anodonta californiensis</i> California floater (mussel)	Sediment reduction and streambank stabilization will allow improved habitat
<i>Mylopharodon conocephalus</i> Hardhead	Sediment reduction and streambank stabilization will allow improved habitat
Terrestrial Species	How benefited
<i>Gulo gulo luteus</i> California wolverine	Habitat improvement and increased protection
<i>Martes pennanti pacifica</i> Pacific fisher	Habitat improvement and increased protection
<i>Vulpes vulpes necator</i> Sierra Nevada red fox	Habitat improvement and increased protection
<i>Lepus americanus tahoensis</i> Sierra Nevada snowshoe hare	Habitat improvement and increased protection
<i>Lepus townsendii</i> White-tail jackrabbit	Habitat improvement and increased protection
<i>Euderma maculatum</i> Spotted bat	No significant change in existing habitat or protection
<i>Myotis cilolabrum</i> Small-footed myotis bat	No significant change in existing habitat or protection
<i>Myotis evotis</i> Long-eared myotis bat	No significant change in existing habitat or protection
<i>Myotis thysandes</i> Fringed myotis bat	No significant change in existing habitat or protection
<i>Myotis volans</i> Long-legged myotis bat	No significant change in existing habitat or protection
<i>Myotis yumanensis</i> Yuma myotis bat	No significant change in existing habitat or protection
<i>Plecotus townsendii pallescens</i> Pale Townsend's big-eared bat	No significant change in existing habitat or protection

This list was compiled from *Bear Creek Meadow Restoration Project, Thousand Springs Ranch, Shasta County*, 1999 and *Restoring Central Valley Streams: A Plan for Action*, by California Department of Fish and Game, 1993.

6. Additional Information for Proposals Containing Land Acquisition

a. Willing Seller. Participating in the program is voluntary. The owners of the Noel Ranch, River Ranch and River Butte Ranch are very interested in participating in the program as indicated by their letters in Attachment 5.

b. Consistent with county/city general plan or evidence of local government support. The Shasta County General Plan designates the Fall River Valley region as Agricultural Croplands. The Noel Ranch, River Ranch and River Butte Ranch are zoned for exclusive agriculture. The purchase of an easement on these properties is consistent with these General Plan designations that are designed to keep land in agriculture.

The *Fall River Conservation Easement Program* has significant support from a diverse group of organizations. The original partnership of the FRRCD (a special district of Shasta County), the McConnell Foundation, and The Conservation Fund has expanded to include the California Department of Fish and Game, Wildlife Conservation Board and the California Waterfowl Association. We have also secured support of the Shasta County Supervisor Glenn Hawes and Assemblymember Dick Dickerson. Letters of support from Assemblymember Dick Dickerson, Shasta County Supervisor Glenn Hawes, James Pedri of the Central Valley Regional Water Quality Control Board, and Tim Burton of the California Department of Fish and Game are in Attachment 5.

c. Prioritize land not mapped as Prime, of Statewide Importance, or Unique Farmland or where use remains agriculture. The agricultural lands included in this proposal were all evaluated through the California Ranking Land Evaluation developed by the USDA Natural Resources Conservation Service. Of the total 2,860 acres, 77% (2,128 acres) are designated as Prime. This designation is “land that has the best combination of physical and chemical characteristics for producing food, feed, forage, fiber, and oilseed crops and is available for these uses.” Remaining lands are considered Rangeland (519 acres), and Wetland (103 acres). All agricultural lands will remain in production under the terms of the easements.

d. Ecological criteria: biological richness, connectivity, historical biologic importance, unique habitat opportunity in relation to meeting CALFED and CVPIA goals. The Fall River, a tributary of the Pit River, is noted for its world class native wild rainbow trout (*Oncorhynchus mykiss*) fishery and is one of the few remaining locations where the federally endangered Shasta crayfish (*Pacifiastacus fortis*) can be found. A few large springs are the reason the Fall River maintains a near constant flow and temperature throughout the year – a key to the health of the wild trout fishery and a rarity in California’s dry climate where most rivers are dependent on rainfall and snowmelt for their flows. The agriculturally friendly wildlife practices found in the Fall River Valley attract large numbers of waterfowl, shorebirds, cranes and geese. The *Fall River Conservation Easement Program* is aimed at protecting 20,000 acres and roughly 20 miles of river corridor. This proposal is requesting funding for the first three properties in the Program. The Easement Program and the implementation of property-specific conservation plans meet CALFED and CVPIA goals by protecting and enhancing riparian and

aquatic habitat, prohibiting the introduction of invasive non-native species, reducing sedimentation and nutrient loading and improving water quality.

e. Time-sensitive acquisition opportunity. The Fall River Valley is facing increasing pressure for small lot residential development, especially along the river corridor. These developments, if not planned appropriately, destroy wildlife habitat, remove land from agricultural production and degrade the river's water quality. Furthermore, the cost of the acquiring easements in Fall River is still relatively inexpensive compared with other regions of California.

C. Qualifications

Tim Weaver, District Manager, Fall River Resource Conservation District: Mr. Weaver will be responsible for negotiating easement terms, drafting conservation plans, developing the monitoring and enforcement protocol, administering the grant funds and implementing the proposal. He has managed a number of grant projects that include restoration, construction, education, and monitoring. Mr. Weaver currently manages the *204 Fall River Restoration Project*, the *Big Bear Restoration Design*, the *Day Bench Community Fuels Reduction Project*, and the *Fall River Conservation Easement Program*. Mr. Weaver has also managed several construction, energy, and environmental education projects in Northern California. Mr. Weaver has a BA. in Anthropology, Environmental Science, and Energy Management, and holds a current California Teaching Credential.

Nancy Schaefer, Director, California Office, The Conservation Fund: Ms. Schaefer's role in the Fall River Conservation Easement Program is to oversee all aspects of the acquisition process including easement and contract agreement negotiations, commissioning appraisals, securing acquisition funding and assisting with the development of local and state support.

Nancy Schaefer was hired in February 1999 to open a California office for The Conservation Fund. Nancy has thirteen years of experience and is developing land protection programs throughout California in partnership with resource agencies and land trusts. Prior to joining the Fund, Nancy founded and coordinated the San Francisco Bay Joint Venture. Her responsibilities included identifying and securing critical wetland habitat, creating public/private partnerships to ensure the restoration, enhancement and permanent stewardship of these properties, securing funding to accomplish these goals and raising operating funds. Nancy also worked at the Trust for Public Land where she managed the Trust's Wetlands Protection Program for seven years and served on the board on the Central Valley Habitat Joint Venture. Nancy is a founding member and officer of the Muir Heritage Land Trust where she chairs the Land Acquisition Committee. Nancy holds a BS in Forest Science from the University of New Hampshire (1980) and an MBA from California State University, Sacramento (1987).

D. Cost

- 1. Budget** (included in website forms)
- 2. Cost-sharing.**

The FRRCD is requesting \$1,900,000 to match a total cost of \$3,165,000 (exclusive of acquisition cost) to acquire conservation easements on Noel Ranch, River Ranch and River Butte Ranch, the first easements in the *Fall River Conservation Easement Program*. Matching funds for the easement purchases are anticipated from the Habitat Conservation Fund, the California Department of Fish and Game/Wildlife Conservation Board, the California Farmland Protection Program and possibly private foundations. A request for \$116,000 has been submitted to the Habitat Conservation Fund for the \$600,000 Noel Ranch easement. Preliminary discussions have been held with the California Farmland Conservancy Program regarding River and River Butte Ranches. A proposal will be submitted by the end of 2001. The Department of Fish and Game has completed a Fall River Conceptual Area Protection Plan that was approved by the Lands Committee making the area eligible for funding from the Wildlife Conservation Board.

The total cost of the *Fall River Conservation Easement Program* is estimated to be \$20 million for 20,000 acres. In addition to the funding sources mentioned above, the FRRCD and the Fund are seeking acquisition matching funds for the Program from the National Fish and Wildlife Foundation, Farmland Protection Program, Proposition 13 watershed grant program, the state tax credit program and numerous other private and public funding sources. Landowners are also encouraged to donate all or a portion of the easement value. Matching funds for water quality and habitat enhancements will be sought from the US Fish and Wildlife Service's Partners for Wildlife, Natural Resources Conservation Service's EQIP, National Fish and Wildlife Foundation, and other public and private sources.

Program funding has already been received from The McConnell Foundation (\$10,000) and the Packard Foundation (\$31,000) for building organizational capacity to implement the Program. In addition, the McConnell Foundation has provided The Conservation Fund with a \$38,000 grant to cover pre-acquisition expenses, and provided extensive technical GIS support. Results from past activities include:

1. The development of a resource map showing project boundaries and land ownership.
2. Completion of an independent biological resources review of the proposed project area.
3. The development of a landowner database that includes contact information and parcel number.
4. The presentation of an informational landowner workshop to explain the benefits of conservation easements.
5. Completion of a draft brochure describing the program.
6. Several meetings with local groups, organizations, and political representatives to publicize the program.
7. Submittal of two grant proposals for acquisition funding from the Farmland Protection Program and the Habitat Conservation Fund.
8. Initiation of appraisals on six Phase I properties.

E. Local Involvement

The Fall River Resource Conservation District is a Special District of Shasta County and a member of the California Association of Resource Conservation Districts. The *Fall River Conservation Easement Program* is a local program that is monitored and enforced by a local

agency administered by a volunteer Board of Directors. FRRCD has regular monthly meetings that encourage public discussion on all programs affecting district landowners.

F. Compliance with Standard Terms and Conditions

All Standard Terms and Conditions have been reviewed in Attachment D. In previous agreements, FRRCD has successfully complied with terms and conditions that included:

1. OMB Standard Form 424B – Assurances – Non-Construction Programs
2. Certificate Regarding Debarment, Suspension and Other Responsibility Matters
3. Certificate Regarding Drug-Free Workplace Requirements (Grants)
4. Certificate for Contracts, Grants, Loans and Cooperative Agreements
5. Assurance of Compliance With The Department of Agriculture Regulation Under Title VI of the Civil Rights Act of 1964
6. Certification Regarding Lobbying

G. Literature Cited.

- California Department of Fish and Game, *Restoring Central Valley Streams: A Plan for Action*, 1993.
- Fall River Resource Conservation District and Tetra Tech, Inc., 1998. *Analysis of Sedimentation and Action Plan Development for the Upper Fall River*, Shasta County, California. Fall River Resource Conservation District and Tetra Tech, Inc., McArthur, California.
- Sandhill Crane Recovery Strategy Task Force. 2000. *Greater Sandhill Crane Recovery Plan, Draft #3*. Sandhill Crane Recovery Strategy Task Force, California. 74 pp.
- State of California, Department of Water Resources. 1998. *Aquatic Monitoring and Assessment for the Upper Fall River*. Department of Water Resources, Northern District, California. 254 pp.
- Thousand Springs Ranch. *Bear Creek Meadow Restoration Project*, Thousand Springs Ranch, Shasta County, 1999.
- U.S. Fish and Wildlife Service. 1998. *Recovery Plan for the Shasta Crayfish (Pacifastacus fortis)*. U.S. Fish and Wildlife Service, Portland, Oregon. 153 pp.
- USDA. Soil Conservation Service. 1983. *Fall River Watershed Area Study and Water Quality Monitoring Study*.

List of Attachments

Maps

Fall River Conservation Easement Program Vicinity Map	1-1
Fall River Conservation Easement Program	1-2

Property Photographs

River Ranch	2-1
River Butte Ranch	2-2
Noel Ranch	2-3

Fall River Model Conservation Easement

3

Sample Conservation Plan

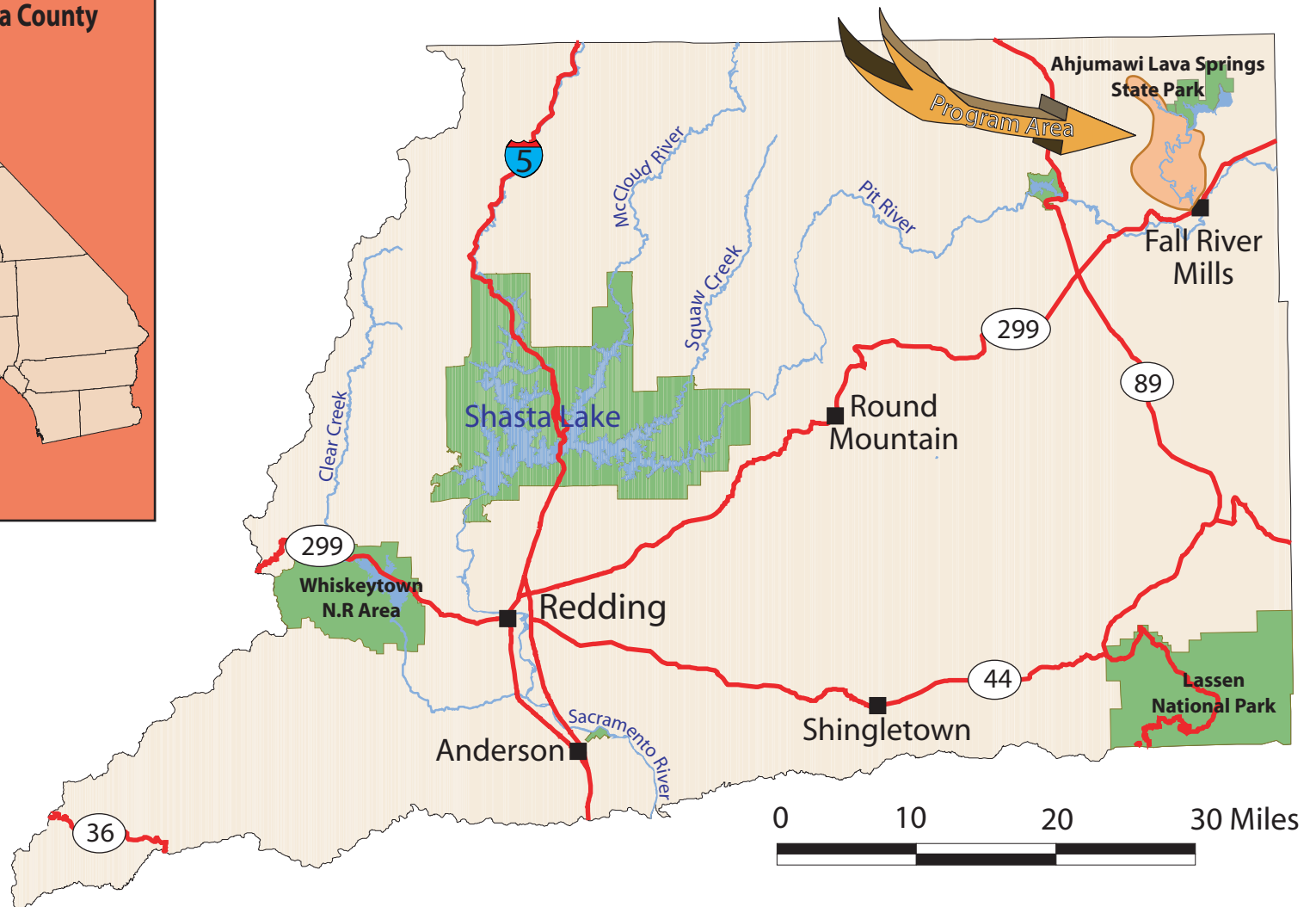
4

Letters of Support

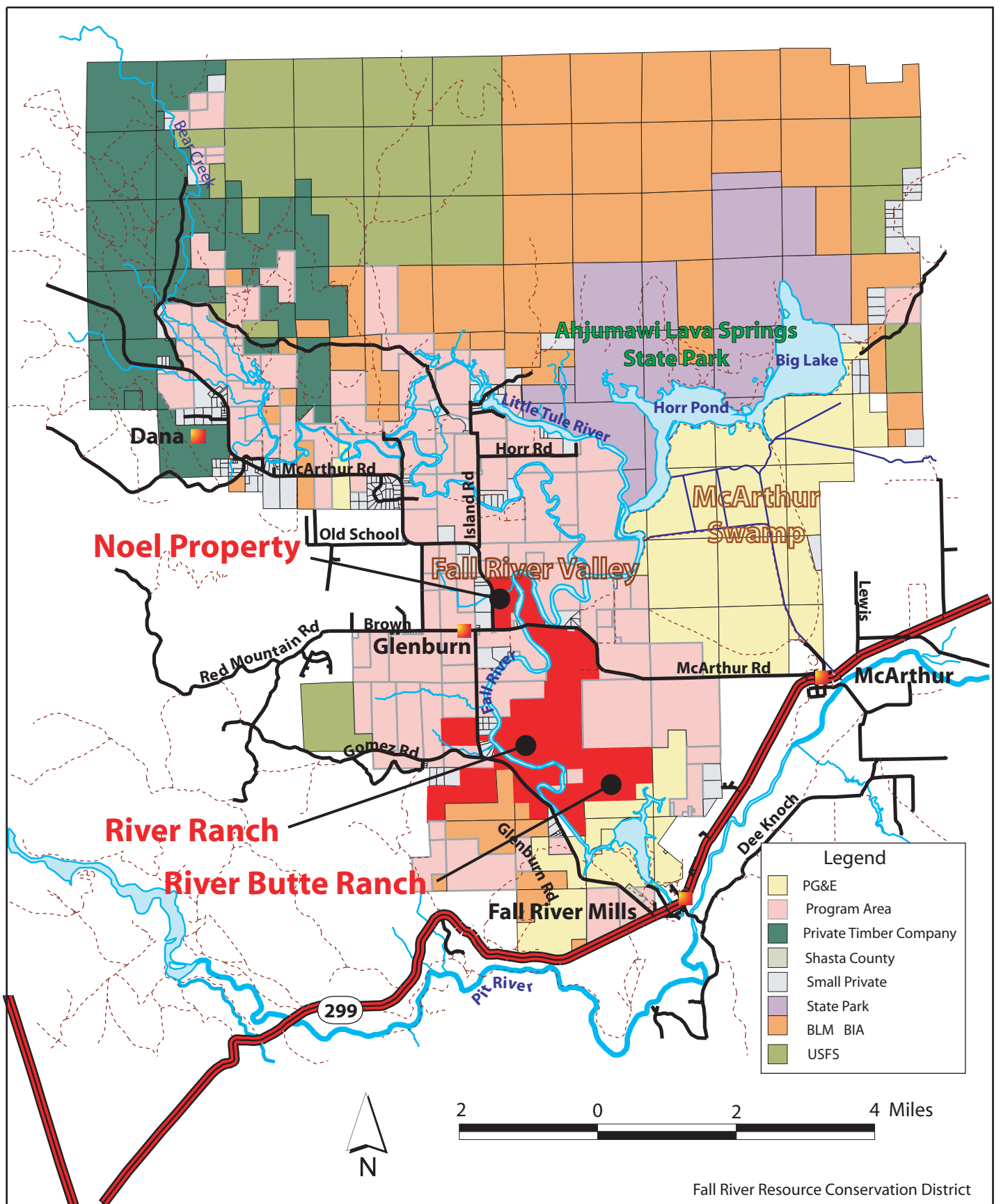
Assemblymember Dick Dickerson (Second District)	5-1
Glenn Hawes, Shasta County Supervisor	5-2
James Pedri, Central Valley Regional Water Quality Control Board	5-3
Jim and Mary Rickert, Landowners	5-4
Ted Noel, Landowner	5-5

Letters of Support To Be Mailed:

Dave Patterson, California Waterfowl Association
Tim Burton, California Department of Fish and Game



Fall River Conservation Easement Program



Fall River Conservation Easement Program

CALFED Bay-Delta Proposal

Attachment 2-1

**Fall River Conservation Easement Program
River Ranch**



Marlys Barbosa

The agricultural practices in the region, organic cattle ranches and the wildlife-friendly cultivation of wild rice, timothy hay, alfalfa and grain offer tremendous benefits to waterfowl and wildlife. In the fall and winter months, the valley is teeming with waterfowl, shorebirds, Sandhill cranes and geese, especially at River Ranch's rice fields like those shown above. In addition, Fall River is one of the few remaining locations where the federally endangered Shasta crayfish can be found in substantial numbers. A conservation easement and implementation of the conservation plan on River Ranch's 1,895 acres and three miles of river frontage will protect and enhance these plentiful resources.

Attachment 2-2

**Fall River Conservation Easement Program
River Butte Ranch**



Marlys Barbosa

Standing on River Butte Ranch, you can look across the Fall River and see the increasing pressure from small lot residential development along the river corridor. These developments, if not planned appropriately, destroy wildlife habitat, remove land from agriculture, and degrade the river's water quality.

The 665-acre River Butte Ranch contains 1.5 miles of Fall River corridor and is adjacent to River Ranch. Agricultural operations include the production of wildlife friendly wild rice and irrigated pasture. Restoration activities on the River Butte Ranch will include reduction in agricultural runoff and riparian habitat enhancements.

Attachment 2-3

**Fall River Conservation Easement Program
Noel Ranch**



Tim Weaver

The Noel Ranch is a key linkage in the first phase of the Fall River Conservation Easement Program as the property has a large amount of river frontage (2.5 miles) for a relatively small acreage (310 acres). The Fall River Resource Conservation District will purchase a conservation easement on the Noel Ranch to permanently protect the riparian corridor, a thirty-acre wetland, and allow the continuation of wildlife friendly agriculture including irrigated pasture and the cultivation of wild rice.

The Noel family has demonstrated their commitment to the protection of the Fall River by working with the Fall River Resource Conservation District to fence cattle out of the riparian corridor, revegetate stream banks and control purple loosestrife. The Noel Ranch Conservation Plan will restore and enhance additional wetlands and riparian habitat and reduce agricultural water return flows into the Fall River. Once these enhancements are completed, the easement terms require the landowner to permanently maintain the improvements.

Attachment 3

FALL RIVER MODEL EASEMENT

**DEED OF AGRICULTURAL CONSERVATION EASEMENT
AND AGREEMENT CONCERNING EASEMENT RIGHTS**

This Grant Deed of Agricultural Conservation Easement is granted on this ____ day of _____, _____, by _____ ("Grantor"), to the Fall River Resource Conservation District, a special district in Shasta County ("Grantee"), for the purpose of forever conserving agricultural productivity, maintaining, enhancing and promoting wildlife habitat, forest resources and maintaining the natural balance of the ecosystem of the subject property.

Recitals

A. Grantor is the sole owner in fee simple of certain real property consisting of approximately _____ acres, located in Shasta County, California, and described in "Exhibit A" attached hereto (the "Property"). The Grantor intends to grant a conservation easement over the parcel(s), hereinafter referred to as the "Easement Area" or Easement (described and illustrated on map attached as "Exhibit B"). The Easement Area consists of approximately _____ acres of land, together with any improvements thereon, and may be considered for purposes of this easement to be divided into two distinct portions of land, the "Riparian Area" and the "Agricultural Area." The Riparian Area and the Agricultural Area shall be held, used, managed, and maintained in perpetuity by Grantor and Grantee in accordance with this easement and the Conservation Values specifically described in Exhibit C attached hereto.

The easement may have more than two distinct areas depending on the land uses of each property and protections specific to these uses.

B. Grantee is a "qualified conservation organization" as defined by the Internal Revenue Code and is eligible to hold this Conservation Easement pursuant to Section 815.3 of the California Civil Code. As certified by resolution of its governing body, Grantee accepts the responsibility of monitoring and enforcing the terms of this Conservation Easement and upholding its conservation purposes forever.

C. The property consists of [general description of property to follow].

D. The Grantor intends to convey, for valuable consideration [make a charitable gift of] the Easement Area interest conveyed by this Conservation Easement to the Grantee for the primary purpose of assuring that the agricultural and forestland productivity, wildlife habitat and the natural balance of the ecosystem (referred to herein as the "Conservation Values", and more specifically described in Exhibit C attached hereto) will be conserved and maintained forever, and enhanced and/or improved for wildlife habitat to an extent reasonable and consistent with this easement, and that uses of the land that are inconsistent with these Conservation Values will

be prevented or corrected. The parties agree that the current agricultural use of, and improvements to, the Easement Area are consistent with the conservation purposes of this Conservation Easement.

E. Grantor further intends, as owner of the Easement Area, to convey to Grantee the right to preserve and protect the Conservation Values of the Property in perpetuity.

F. The conservation purposes of this Conservation Easement are recognized by, and the grant of this Conservation Easement will further the policy purposes of, the following clearly delineated governmental conservation policies:

The Farmland Protection Policy Act, P.L. 97-98, 7 U.S.C. §§4201, et seq., whose purpose is "to minimize the extent to which Federal programs and policies contribute to the unnecessary and irreversible conversion of farmland to nonagricultural uses and to assure that Federal programs are administered in a manner that, to the extent practicable, will be compatible with State, County and private programs and policies to protect farmland"; and Section 815 of the Civil Code of California.

The federal Farmland Protection Program, authorized by P.L. 104-127, 16 U.S.C. 3830, Section 388, whose purpose is to authorize the Secretary of Agriculture to purchase conservation easements or other interests in land with prime, unique, or other productive soil for the purpose of protecting topsoil by limiting non-agricultural uses of the land;

Section 815 et seq. of the California Civil Code, which defines perpetual conservation easements, and which articulates the California Legislature's declaration that the preservation of land in its natural, scenic, agricultural, historical, forested or open-space condition, is among the most important environmental assets of the State of California;

Division 10.2 of the California Public Resources Code, which creates the California Farmland Conservancy Program;

Section 51220 of the California Government Code, which declares a public interest in the preservation of agricultural lands;

G. All holders of liens or other encumbrances upon, and mineral rights on or beneath the Easement Area, have agreed to subordinate their interests in the Easement Area to this Conservation Easement and to refrain forever from any action that would be inconsistent with its conservation purposes except any encumbrances specifically agreed to in advance and listed in "Exhibit D".

H. The Conservation Values of the Easement Area, its current uses and state of improvement, are described in a "Present Conditions Report" (attached as "Exhibit E"), prepared by the Grantee with the cooperation of the Grantor, consisting of maps, photographs, and other

documents, and acknowledged by both to be complete and accurate as of the date of this Conservation Easement. Both Grantor and Grantee have copies of this report. It will be used by the Grantee to assure that any future changes in the use of the Easement Area will be consistent with the terms of this Conservation Easement. This report, however, is not intended to preclude the use of other evidence to establish the present condition of the Easement Area if there is a controversy over its use.

I. Natural balance of the ecosystem means the balance between the agricultural uses of the Easement Area and the wildlife habitat that those uses have created and sustained. Grantee recognizes that this ecosystem exists because of the past good stewardship of the landowner(s) and depends on the future good stewardship decisions of the current landowner and its successors in interest. Grantor is entrusted with those future management decisions. Maintaining the natural balance of the ecosystem shall not prevent changes in the agricultural uses of the land, including agricultural intensification and vegetation management, provided that such changes do not significantly impair the Conservation Values of this Conservation Easement. Grantee is entrusted with determining that the Conservation Values have been and will be protected.

Deed and Agreement

For the reasons given, and in consideration of their mutual promises and covenants, the Grantor hereby grants and conveys to the Grantee, its successors and assigns, and Grantee hereby accepts, a perpetual "conservation easement" as defined by Section 815.1 of the Conservation Easement Act of 1979 (California Civil Code, Section 815 et seq.), and of the nature and character described in this Conservation Easement.

1. **Use of Property.** It is the purpose of this Conservation Easement to preserve the agricultural productivity, preserve and where possible enhance wildlife habitat and the natural balance of the ecosystem of the Easement Area; to provide for continued farming and ranching activities; to engage in future ranching and farming activities, and to preserve the open space character, wildlife habitat, and scenic qualities of the Easement Area (the Conservation Values, as further described in Exhibit C hereto).

2. **Rights of Grantee.** To accomplish the purpose of this Easement the following rights are conveyed to Grantee by this Easement:

(a) Preservation. Grantee has the right to preserve and protect the Conservation Values of the Property;

(b) Grantee Access. To enter upon the Property at reasonable times at least once a year in order to monitor compliance with and otherwise enforce the terms of this Easement in accordance with paragraph 19 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 normal use of the Property;

(c) Easement Enforcement. 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 any inconsistent activity or use, pursuant to the remedies set forth in paragraph 19.

3. **Prohibited Acts.** Grantor promises that it will not perform, or knowingly allow others to perform, any act or use affecting the Easement Area described above in conflict with the covenants set out in this Conservation Easement. Grantor authorizes Grantee to enforce these covenants. However, unless otherwise specified below, nothing in this Conservation Easement shall require the 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 Easement Area imposed by law.

4. **Construction of Buildings, Facilities and Other Structures.** The construction or reconstruction of any building, facility or structure of any type, except those existing on the date of this Conservation Easement is prohibited except in accordance with paragraphs 4 (a) through (e) and 14 below.

(a) Fences. Existing fences may be repaired and replaced, and new fences may be built anywhere on the Easement Area for purposes of reasonable and customary management of livestock and wildlife, without permission of the Grantee. All new fences shall be sited and designed to protect the Conservation Values of the Easement Area, including but not limited to wildlife corridors. Grantor shall notify Grantee of such construction to facilitate Grantee's monitoring responsibilities.

(b) Agricultural Structures and Improvements. New buildings or other structures and improvements to be used solely for agricultural purposes, including the processing or sale of farm products predominantly grown or raised on the Easement Area, but not including a dwelling, may be built on the Easement Area with the advance written permission of the Grantee. Existing structures on the Easement Area may be repaired, reasonably enlarged and replaced at their current location without further permission of the Grantee, provided that such repair, enlargement, or replacement does not impair the Conservation Values. The Grantor will locate structures so as to not interfere with, impair, or otherwise burden the agricultural productivity and other Conservation Values of the Easement Area.

(c) Residential Dwellings. All existing single family residential dwellings and appurtenant structures may be repaired, reasonably enlarged* and replaced at their current location without further permission of the Grantee. No additional dwellings or appurtenances may be constructed on the Easement Area except to the extent specifically permitted in this Conservation Easement. Grantor shall notify Grantee of such construction to facilitate Grantee's monitoring responsibilities.

* As individual easements are negotiated, we would like to set limits on the height, square footage and acreage to be encumbered with structure.

(d) **Billboards.** No billboards shall be erected on the Easement Area. Signs denoting the names and addresses of residents on the Easement Area, denoting allowable business uses, or describing other permitted activities on the Easement Area, or to post the property to control unauthorized entry or use, are permitted, insofar as such signs do not significantly impair the Conservation Values of the Easement Area.

(e) **Farm Labor and Tenant Housing.** All existing dwellings or structures used to house farm tenants and employees may be repaired, reasonably enlarged*and replaced at their current location without further permission of the Grantee. Grantor shall notify Grantee of such construction to facilitate Grantee's monitoring responsibilities.

** (As individual easements are negotiated, we would like to set limits on the height, square footage and acreage to be encumbered with structure.)*

5. **Subdivision.** The subdivision of the Easement Area, whether by physical, legal or any other process, is prohibited. The Grantor represents and agrees that no additional, separate legal parcels currently exist within the Property that may be recognized by a certificate of compliance pursuant to California Government Code § 66499.35 based on previous patent or deed conveyances, subdivisions, or surveys. Grantor will not apply for or otherwise seek recognition of additional legal parcels with the Property based on certificates of compliance.

6. **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, and may not be used on or transferred to any portion of the Property as it now or hereafter may be bounded and described, or to any other property adjacent or otherwise. The Easement Area may not be used for the purpose of calculating permissible development or lot yield of any other property.

7. **Resource Stewardship.** In order to protect the Conservation Values, 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, and habitat protection. Grantor agrees to work cooperatively with Grantee on projects, including but not limited, to erosion control, bank stabilization, tailwater recovery, cattle enclosure, removal of non-native invasive species and other projects designed to protect and enhance the wildlife habitat, water quality or other Conservation Values. A voluntary Conservation Plan will be drafted for each property at the time the present conditions report is prepared that identifies habitat enhancement projects and practices to be pursued jointly by Grantee and Grantor and articulates Best Management Practices. The Conservation Plan is attached in Exhibit E. Grantee agrees to work cooperatively with Grantor to pursue cost sharing funds to implement stewardship projects. Grantor agrees to maintain resource enhancements and restorations once projects have been completed by Grantor and Grantee.

8. **Riparian Area.** The Riparian Area identified in Exhibit B shall be managed to maintain, protect, restore and enhance riparian and aquatic habitat and water quality above all other land management objectives. Within the Riparian Area, Grantor shall strive to maintain

maximum abundance and diversity of riparian vegetative species (including grasses, shrubs and trees) consistent with site potential. If the Riparian Area is fenced, Grantor is required to maintain fencing. If the Riparian Area is not fenced, Grantor will cooperate with Grantee to secure resources to fence the Riparian Area if agricultural practices are impairing the Conservation Values. If fencing is not a reasonable option, Grantor agrees to adopt management practices that minimize impacts to Riparian Area Conservation Values resulting from agricultural and other practices. Grazing in the riparian areas may be allowed if needed to control vegetative growth and is not detrimental to the Conservation Values. Grantor shall create and/or maintain a riparian forest buffer of grass, trees and shrubs along the Riparian Area.

Examples of management practices to be considered:

- *Permanent enclosure of domestic livestock from the Riparian Area*
- *Other management practices (other than permanent enclosure) needed to minimize impacts of concentrated domestic livestock in the Riparian Area (i.e., off-site watering, rotational grazing, etc.)*
- *Vegetative plantings for bank stabilization and/or riparian species enhancement*
- *Other channel bank stabilization practices*
- *Water management and discharge control measures*
- *Practices to enhance wildlife and riparian dependent species*

9. Non-Native Species. Grantor is allowed to remove invasive, non-native plant and animal species that threaten or impede the growth and survival of native species. The introduction of invasive, non-native plant and animal species to the land and waters of the Easement Area is prohibited. Grantor will work cooperatively with Grantee to control invasive non-native species including purple loosestrife, muskrat and star thistle.

10. Agrichemicals and Biological Controls. The Grantor may use agrochemical and biological controls, including but not limited to insects, fertilizers, biocides, herbicides, pesticides, insecticides and rodenticides, but only in accordance with all applicable laws and in those amounts and with that frequency of application constituting the minimum necessary to accomplish reasonable ranching and farming objectives and to protect or enhance wildlife habitat. The use of such agents shall be conducted in such a manner as to minimize any adverse effect upon the Conservation Values of the Property and to avoid any impairment of the natural ecosystems and their processes.

11. Mining.

(a) **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 foregoing, 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 Values, and all such activities in the aggregate shall not disturb more than one acre

of the Property. Notwithstanding any other provision here of, this section 11 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.

(b) Other Mining Methods. Mining using methods other than surface mining is allowed where consistent with the applicable provisions of paragraph 13 hereof, and where the mining and all activities related thereto will not interfere with, impair or otherwise burden the Conservation Values and will at most have a limited localized impact on the Property.

12. **Timber Harvesting.** Any commercial timber harvesting on the Easement Area shall be performed, to the extent reasonably practicable, as hereinafter specified, in accordance with the following goals, and in a manner not detrimental to the purposes of this Easement. The goals are: maintenance of soil productivity; protection of water quality, wetlands and riparian zones; maintenance or improvement of the overall quality of forest products; conservation of scenic quality; protection of unique or fragile natural areas; protection of unique historic and cultural features; and conservation of native plant and animal species. Any commercial harvesting must be conducted in compliance with the California Forest Practice Rules and all other applicable laws, regulations and required plans, except that no conversion of timberland is allowed unless specified otherwise in this agreement. Grantor must submit a Timber Harvest Plan for Grantee's review prior to the commencement of any commercial timber harvesting. The plan should specifically describe how the commercial activity will be conducted in such a manner as to protect the Conservation Values and meet the goals listed above. Harvesting without a plan is only allowed in cases of emergencies where exemptions are allowed by state regulation and Grantee must be notified prior to harvesting. Noncommercial harvesting of trees on the Easement Area may be done to control insects and disease, to prevent personal injury and property damage, and for on-site firewood and other domestic uses, including fuels reduction, construction and repair of permitted buildings and fences on the Easement Area.

13. **Paving and Road Construction.** Existing paved roads may be maintained, repaved, and rebuilt on the original alignment at the Grantor's discretion without permission of the Grantee. No portion of the Easement Area presently unpaved shall be paved, nor shall any road for access or other purposes be constructed without the permission of the Grantee. The Grantee shall not give such permission unless the Grantor demonstrates to Grantee that the proposed paving, grading, rocking or covering of the soil, or the location of any such road, will not substantially diminish or impair the Conservation Values. Unpaved roads that presently exist may be relocated as unpaved roads as required by agricultural operations, provided that abandoned roads will be returned to agriculture or a natural condition. For purposes of this paragraph, "pave", "paved", or "paving" shall include covering of the soil surface with concrete or asphalt.

14. **Agricultural Intensification.** Certain changes in agricultural operations, including intensification, within areas identified as the Agricultural Area as shown in Exhibit B and further described in Exhibit E, are not considered to impair the Conservation Values. The present conditions report (Exhibit E) identifies areas currently used for rangeland and farmland. Conversion of rangeland and farmland to other agricultural uses (including intensification) is

permitted, provided that such conversion does not occur within one hundred (100) feet of any blue line stream.

15. **Trash.** The dumping or accumulation of any kind of trash, refuse or derelict equipment on the Easement Area is prohibited. However, this shall not be interpreted to prevent the storage or accumulation of agricultural products and byproducts on the Easement Area, provided that such storage or accumulation is done in accordance with all applicable laws and regulations and in a manner so as to avoid any impairment of the Conservation Values.

16. **Industrial, Recreational and Non Agricultural Commercial Uses.** Industrial, recreational, and non-agricultural commercial uses, including building and facilities associated therewith, are not permitted on the Easement Area without the advance written permission of the Grantee. Grantee shall not give such permission, unless the Grantor demonstrates to Grantee that the proposed use, buildings or facilities will not interfere with, impair or otherwise burden the Conservation Values. Notwithstanding the foregoing, passive recreational uses (such as wildlife viewing, hiking and photography), commercial hunting and fishing uses, as well as noncommercial uses and facilities for the personal use of residents on the Easement Area, are permitted, without advance permission, provided that they do not interfere with, impair or otherwise burden the Conservation Values and are undertaken in a manner consistent with all applicable laws. Grantor shall notify Grantee of such construction to facilitate Grantee's monitoring responsibilities.

17. **Water Rights.** Grantor shall retain, maintain and preserve the right to use all water rights associated with the Easement Area, which Grantor represents are sufficient to sustain present and future agricultural production and Conservation Values on the Easement Area. Grantor shall not transfer, encumber, lease, sell, or otherwise separate such water rights from the Easement Area. Grantor may transfer, encumber, lease, sell or otherwise separate from the Easement Area those water rights identified in Exhibit F, which, water rights Grantor has demonstrated to Grantee's satisfaction are not necessary to sustain present or future agricultural production or Conservation Values on the Easement Area.

18. **Feedlot.** The establishment or maintenance of a commercial feedlot is prohibited. For purposes of this Conservation Easement, "commercial feedlot" is defined as a permanently constructed confined area or facility within which the property is not grazed or cropped annually, and which is not used and maintained for purposes of engaging in the business of feeding livestock. For purposes of this Conservation Easement, a "commercial feedlot" shall not be defined to include the establishment, use or maintenance of corrals, holding pens or pastures. Nothing in this section shall prevent Grantor from confining livestock for discretionary seasonal feeding, or from leasing grazing rights to the easement area for livestock owned by others, and from feeding on a seasonal basis livestock owned by such a lessee.

19. **Rights Retained by Grantor.** The Grantor retains the right to perform any act not specifically prohibited or limited by this Conservation Easement. Grantor's present uses and compatible historic uses of the Easement Area for agriculture and ranching are deemed to be permitted activities consistent with the terms of this Conservation Easement. The Grantor retains all ownership rights consistent with the preservation of the Conservation Values of the Easement

Area, including, but not limited to, the right to exclude any member of the public from trespassing on the Easement Area (other than Grantee and its representatives) and the right to sell or otherwise transfer the Easement Area to anyone Grantor chooses. Without limiting the generality of the foregoing, and subject to the specified restrictions of this Conservation Easement, the Grantor expressly reserves the right to hunt on the Easement Area, as permitted by law. Grantor also retains the right to intensify the agricultural use of the Easement Area, provided that such intensification does not diminish or impair the other Conservation Values of the Easement Area.

20. **Responsibilities of Grantor and Grantee Not Affected.** Other than as specified herein, this Conservation Easement is not intended to impose any legal or other responsibility on the Grantee, or in any way to affect any existing obligation of the Grantor as owner of the Easement Area. Among other things, this shall apply to:

(a) Taxes. Grantor shall pay before delinquency all taxes, assessments, fees and charges of whatever description levied on or assessed against the Easement Area or the property underlying the Easement Area by competent authority. If the Grantee is ever required to pay any taxes or assessments on the Easement Area or underlying property, Grantor will promptly reimburse Grantee for the same.

(b) Upkeep and Maintenance. Grantor shall continue to be solely responsible for the upkeep and maintenance of the Easement Area. Grantee shall have no obligation for the upkeep or maintenance of the Easement Area.

(c) Liability and Indemnification. In view of Grantee's negative rights, limited access to the land, and lack of active involvement in the day-to-day management activities on the Easement Area, Grantor shall and hereby agrees to indemnify, protect, defend and hold Grantee, its officers, directors, members, employees, contractors, legal representatives, agents, successors and assigns (collectively "Grantee") harmless from and against all liabilities, costs, losses, orders, liens, penalties, damages, expenses, or causes of action, claims, demands, or judgments, including without limitation reasonable attorney's fees, arising from or in any way connected with injury to or the death of any person, or physical damage to any property, or any other costs or liabilities resulting from any act, omission, condition, or other matter related to or occurring on or about the Easement Area, regardless of cause, unless solely due to the gross negligence or willful misconduct of the Grantee. Grantee shall be named additional insured on all of Grantor's insurance policies related to the Property.

21. **Enforcement.** Grantee, its agents and representatives shall have the right to enter with reasonable advance notice onto the Easement Area for purposes of monitoring compliance with the terms of this Conservation Easement. If the Easement Area is not accessible by public roads, Grantor hereby grants Grantee adequate access to the Easement Area for the limited purposes of monitoring and enforcement of the terms of this Conservation Easement. Grantee's monitoring and access activities shall not interfere with normal agricultural operations on the Property.

If the Grantee finds what it believes is a violation, it may at its discretion take appropriate legal action. Except when an ongoing or imminent violation could irreversibly diminish or impair the Conservation Values of the Easement Area, the Grantee shall give the Grantor written notice of the violation and thirty days to correct it before filing any legal action. If Grantee determines that a violation may exist or has occurred, the Grantee may seek an injunction to stop it, temporarily or permanently. Grantee may also seek an injunction requiring; the Grantor to restore, or pay for the restoration of, the Easement Area to its condition prior to the violation, including but not limited to, reasonable attorney's fees. The failure of Grantee to discover a violation or to take immediate action shall not bar it from doing so at a later time. Grantee's remedies described in this paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity. Furthermore, the provisions of California Civil Code Section 815, et seq., are incorporated herein by this reference and this Conservation Easement is made subject to all of the rights and remedies set forth therein. Grantee shall be entitled to recover its costs incurred in any such enforcement effort, including reasonable attorneys' fees.

With respect to the management of the resources within the easement area, the following shall apply:

Grantee will obtain a present conditions report for each project. This report will correspond closely to the values to be protected by the easement and will contain written descriptions of the property and its resources, aerial and ground level photos and maps. The report will locate all site improvements and any property features called out in the easement (e.g. riparian zones, viewsheds, forest resources, etc.). In addition to identifying the management measures that contribute to the existing condition of the property, the present conditions report will serve as the basis for all future monitoring and enforcement.

- Stage 1: Except in rare circumstances where the proposed easement area needs immediate improvement, Grantee will encourage Grantor to develop a management plan specific to the property. This will not, however, be a requirement. Grantee believes that, in most cases, the existing stewardship on the ranches it selects for conservation easement projects has supported and enhanced the Conservation Values these ranches provide. The standard employed by Grantee to ensure resource conservation will be that of the "prudent person" rule, which is commonly applied to trustee relationships.
- Stage 2: Where remedial action is needed from the outset, or if, as a result of joint monitoring by Grantee and Grantor, Grantee identifies a problem, Grantor will be required to develop a management plan that addresses soil and water conservation, erosion control, pest management, nutrient management, forage maintenance and habitat protection. The specific elements of the plan will require Grantee's approval and Grantee will make sure that a plan is in place and being utilized each year during its annual monitoring. Grantor and Grantee will conduct joint qualitative monitoring to ensure that the Conservation Values identified in the easement are being protected. This monitoring will be supported through the baseline conditions report and subsequent reviews, using photographs and narrative descriptions, among other evaluation tools. Monitoring will also

consider issues like site potential, weather conditions, unusual economic circumstances, vegetative variety and quality and trends in resource conditions.

Stage 3: If an identified problem persists, or if Grantor and Grantee disagree regarding the problem or its remedy, a certified rangeland manager or other qualified professional will be brought in to develop a management plan at Grantor's expense. The specific elements of the plan will require Grantee's approval and Grantee will make sure that a plan is in place and being utilized each year during its annual monitoring. A violation of such a management plan will be considered a violation of the easement.

Stage 4: If problems continue to persist, Grantee will take legal action to protect the Conservation Values. If egregious resource damage is threatened or occurs, Grantee has the right to bypass the preceding stages and pursue legal action to prevent further imminent damage to the Conservation Values.

If Grantee believes that immediate action must be taken to address immediate threats to the Conservation Values, a third party (as identified in Stage 3) may be brought in to evaluate resource conditions and suggest remedies.

22. **Forbearance No Waiver.** Forbearance by the Grantee to exercise its rights under this Conservation Easement in the event of any breach of any term of this Conservation Easement by Grantor shall not be construed to be a waiver by the Grantee of such term or of any subsequent breach of the same or any other term of this Conservation Easement. No delay or omission in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

23. **Grantee Transfer of Easement.** Grantee may transfer the Easement created by this Conservation Easement 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 an agricultural conservation purpose, which has board, staff, or consultants with practical agricultural management experience, and which agency or organization expressly agrees to assume the responsibility imposed on the 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 effecting the conservation purpose of this Conservation Easement, Grantor may select the organization which shall be the transferee.

If Grantee ever ceases to exist or no longer qualifies 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.

24. **Grantor Transfer of the Easement Area.** Any time the Easement Area itself or any interest in it is transferred by the Grantor to any third party, the Grantor shall notify the 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.

24. **Amendment of Easement.** This Conservation Easement may be amended only with the written consent of Grantee and Grantor. Any such amendment shall be consistent with the purposes of this Conservation Easement and shall comply with Section 170(h) of the U.S. Internal Revenue Code, California Civil Code Section 815, et seq., or any regulations promulgated in accordance with that section. Any such amendment shall also be consistent with California law governing conservation easements.

25. **No Public Dedication or Public Access.** Nothing contained in this Conservation Easement shall be deemed to be a gift or dedication of any portion of the Easement Area for use by the general public. This instrument does not convey a general right of access to the public.

While public access is not a requirement for the conservation easement, several easement funders have requested that interested landowners consider limited and controlled public access.

26. **Grantor's Title Warranty; No Prior Conservation Easements.** Grantor represents and warrants that Grantor has good fee simple title to the Easement Area, free from any and all liens or encumbrances (including without limitation, any deeds of trust or mortgage) [or that any lender has subordinated to this agreement] and hereby promises to defend the same against all claims that may be made against it. Grantor represents and warrants that the Easement Area is not subject to any other conservation easement. Grantor may grant any subsequent conservation easements on the Easement Area provided that such easements do not interfere with or reduce the Conservation Values of this easement. Grantee shall be notified at least ninety days in advance, in writing, of any proposed conservation or other easement for the Easement Area, which notice shall include the proposed easement.

27. **Environmental Provisions.**

(a) **Grantor's 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, as more generally set out in paragraph 18(c) above, 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, liabilities, claims or expenses (including reasonable attorney 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 breach of this Conservation Easement.

(b) Grantee Not An Owner, Operator, Or Responsible Party.

(1) Notwithstanding any other provision herein to the contrary, the parties do not intend this Conservation Easement to be construed such that it creates in or gives the Grantee:

(i) 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 § 9601 et seq. and hereinafter "CERCLA");

(ii) the obligations or liability of a person described in 42 USC § 9607(a)(3) or (4);

(iii) the obligations of a responsible person under any applicable Environmental Laws, as defined below;

(iv) the right to investigate and remediate any Hazardous Materials, as defined below, associated with the Property; or

(v) any control over Grantor's ability to investigate, remove, remediate, or otherwise clean up any Hazardous Materials associated with the Property.

(c) 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 hold Grantee and its directors, officers, employees, agents, attorneys, representatives, successors and assigns (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 the value of property), actions, administrative proceeding; (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 Grantor'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 warranties set forth in sections hereof.

(d) 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 materials," "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.

28. **Interpretation.** This instrument shall be interpreted under the laws of the State of California, resolving any ambiguities and questions of the validity of specific provisions so as to give maximum effect to its conservation purposes. If any provision of this Conservation Easement, or the application thereof to any person or circumstances, is found to be invalid, the remainder of the provisions of this Conservation Easement, or the application of such provisions to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

29. **Captions.** The captions in this Conservation Easement have been inserted solely for convenience of reference and are not a part of this Conservation Easement and shall have no effect upon construction or interpretation.

30. **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.

31. **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: _____

To Grantee: Fall River Resource Conservation District
PO Box 83
44327 Highway 299
McArthur, CA 96056

32. **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, Grantors and Grantees 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. All expenses reasonably incurred by Grantors and Grantees in connection with the taking or purchase shall be paid out of the amount recovered. 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.

33. **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 extinguishment, shall be determined, unless otherwise provided by California law at the time, in accordance with Paragraph 34, Valuation. Grantee shall 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.

34. **Valuation.** This easement constitutes a real property interest immediately vested in Grantee. For the purpose of paragraph 33, 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 easement at the time of this Conservation Easement to the value of the Property, unencumbered by the easement, at the time of this Conservation Easement.

For purposes of this paragraph, Grantor and Grantee agree that the ratio of the value of the easement to the value of the Property unencumbered by the easement is _____. This ratio shall remain constant.

35. **Laws Currently in Effect.** All references in this Conservation Easement to statutes, regulations and other laws shall be deemed to refer to those statutes, regulations and laws currently in effect, or as amended (or any successor provision then applicable).

36. **Present Conditions/Use.** The terms "present conditions" or "present uses" mean the conditions or uses as they exist on the effective date of this Conservation Easement.

37. **Recordation.** Grantee shall promptly record this instrument in the official records of Shasta County, California, and promptly notify the Grantor through the mailing of a conformed copy of the recorded easement.

38. **Entire Agreement.** This instrument sets forth the entire agreement of the parties with respect to the Easement Area and supersedes all prior discussions, negotiations, understandings or agreements relating to the Easement Area, all of which are merged herein.

39. **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.

40. **Attorneys' Fees.** Should proceedings be brought to enforce or interpret any of the terms of this instrument, the prevailing party in any such proceedings shall be entitled to recover from the non-prevailing party its costs, including reasonable attorneys' fees.

41. **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.

42. **Exhibits.** The exhibits attached hereto are incorporated herein by this reference:

- Exhibit A: Property Description
- Exhibit B: Description and Map of Easement Area
- Exhibit C: Conservation Values
- Exhibit D: Permitted Encumbrances
- Exhibit E: Present Conditions Report and Conservation Plan
- [Exhibit F: Alienable Water Rights] [Optional]
- [Exhibit G: Mortgage Subordination]

43. **Effective Date.** This Conservation Easement is effective as of the date of the last signature executed below, or upon recordation in the Official Records of Shasta County, California, if any signature is inadvertently undated.

Agreed to and executed by:

GRANTOR:

Date

GRANTOR'S SIGNATURE WITNESSED BY NOTARY PUBLIC:

State of: _____

County of: _____

On this _____ day of _____, _____ before me,
_____ personally appeared
_____, 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 whose behalf the person(s) acted, executed the instrument.

Witness my hand and official seal,

Notary's Signature

GRANTEE

By: _____
Name, Title

Date

Attachment 4

THE CONSERVATION PLAN

as part of

The Fall River Conservation Easement Program

I. Water Management and Discharge Control

- a. Implement practices to address the direct discharge (to Fall River) of pasture irrigation return flows from pasturelands. Options for improvement include:
 - 1. Implement tailwater return system to recycle and reuse irrigation water,
 - 2. Create holding areas (i.e. wetlands) to retain pasture runoff flows, and
 - 3. Modify the methods of applying irrigation water.
- b. Address the direct discharge (to Fall River) of rice field irrigation waters. Options include:
 - 1. Reroute irrigation drainage waters to the wetlands north of the rice fields,
 - 2. Utilize a portion of the rice field acreage to hold irrigation water prior to River discharge
 - 3. Establish a “cooperative” wetland area (that may be used with other adjacent growers) to receive rice field drainage. This strategy will probably require pumping, and may incur additional equipment and energy costs.

II. Erosion Control

- a. Design and implement riparian fencing that excludes cattle from streambank except at designated rocked ramps. Fencing shall include necessary gates for cattle retrieval and maintenance.
- b. Address accelerated channel bank erosion (presumably through revegetation) adjacent to pasturelands. Revegetate any other reaches of riverbank that shows accelerated erosion.
- c. Address erosion and head cutting where irrigation water concentrates and discharges at the low end of pasture lands.
- d. Address bare or eroding banks on any drainage sloughs that run through the middle of pasture fields.

III. Habitat Enhancement

- a. Revegetate bare reaches of the riverbank to enhance habitat for riparian dependent species.
- b. Revegetate and protect all drainage sloughs running through pasture fields to enhance riparian habitat and provide vegetation that may slow and filter surface runoff and irrigation water. (A portion of this water may come from adjacent properties or upslope of an individual property) Minimize drainage to the slough from pasture irrigation water (assuming the slough continues to drain into Fall River).
- c. Evaluate feasibility of establishing wetlands in any area of the property currently unused. This would enhance wetland habitat and could serve as a holding area for pasture irrigation discharge waters.
- d. Improve waterfowl habitat in any existing marshland.

IV. Invasive Species

- a. Control infestations of purple loosestrife, scotch thistle, yellow star thistle, Russian knapweed, perennial pepperweed, and other non-native species that reside along the riverbanks and adjacent fields.
- b. Implement measures to control/mitigate problems in those areas showing damage to riverbanks from muskrat burrowing.

Attachment 5-1



**Assembly
California Legislature**

DICK DICKERSON
ASSEMBLYMAN, SECOND DISTRICT

☐ CAPITOL ADDRESS:
STATE CAPITOL
P.O. BOX 942849
SACRAMENTO, CA 94249-0002
(916) 319-2002
FAX (916) 319-2102
☒ DISTRICT OFFICE:
100 EAST CYPRESS AVENUE
SUITE 100
REDDING, CA 96002
(530) 223-6300
FAX (530) 223-6737

September 27, 2001

Patrick Wright, Executive Director
CALFED
1416 Ninth Street, Suite 1155
Sacramento, CA 95814

Dear Patrick:

The beautiful Fall River Valley is located in northeastern Shasta County. It is well known for its scenic vistas, thriving agricultural economy, abundant wildlife and world class native rainbow trout fishery. By acting now we have an opportunity to protect this area from degradation of the river's water quality, the loss of wildlife habitat, and the removal of land from agricultural production.

I am well aware of the Fall River Resource Conservation District (FRRCD) and The Conservation Fund's (the Fund) efforts to implement The Fall River Conservation Easement Program and I support its goals. The FRRCD and the Fund are working with willing sellers in the valley to purchase conservation easements to protect the conservation values and agriculture production of the land in perpetuity. The program will also enhance wildlife habitat and improve water quality.

I feel strongly that protecting and enhancing the basic resource in the upper watersheds, like the Fall River Valley, is foundational to the success of CALFED programs in the Sacramento River drainage below. I fully support the Fall River Resource Conservation District and The Conservation Fund in their implementation of The Fall River Conservation Easement Program and encourage you to fund this program.

Sincerely,

A handwritten signature in black ink that reads 'Dick Dickerson'.

DICK DICKERSON, Assemblyman
2nd District

Attachment 5-2



SHASTA COUNTY

BOARD OF SUPERVISORS

Glenn Hawes, District 3

1815 Yuba Street, Suite 1
Redding, CA 96001
(530)225-5557
(800)479-8009
(530)225-3189-FAX

September 28, 2001

To Whom It May Concern:

Shasta County is perhaps one of the most appealing counties in all of California. In particular, the Fall River Valley, located in northeastern Shasta County, is well-known for its scenic vistas, thriving agricultural economy, abundant wildlife and world class native rainbow trout fishery. The Fall River Valley recently has been threatened by the degradation of the river's water quality, the destruction of wildlife habitat, and the removal of land from agricultural production.

The Fall River Resource Conservation District (FRRCD), established in 1957 by the Shasta County Board of Supervisors, has joined forces with The Conservation Fund (the Fund), to alleviate these threats. They have embarked upon a new initiative, The Fall River Conservation Easement Program, to work with willing sellers in the valley to purchase conservation easements. These easements will protect the conservation values and agriculture production of the land in perpetuity while providing the opportunity to enter cost-sharing activities with the landowners to enhance and restore the River and to improve its water quality.

The Fall River Conservation Easement Program will focus its efforts on the lower watershed and will provide significant continuity to protected lands in the upper watershed, including approximately 36,000 acres already protected by the Bureau of Land Management, U.S. Forest Service, Ahjumawi Lava Springs State Park, and the California Waterfowl Association. Continued protection and enhancement of the Fall River and its watershed is very important for the local landowners and all of my constituents in the Shasta County.

I fully support the Fall River Resource Conservation District and The Conservation Fund in their implementation of The Fall River Conservation Easement Program. I hope you will look favorable on this proposal.

Sincerely,

A handwritten signature in cursive script, reading "Glenn Hawes".

Glenn Hawes
Shasta County Supervisor
District 3

C: Tim Weaver, Fall River Resource Conservation District
Nancy Schaefer, The Conservation Fund

Attachment 5-3



Winston H. Hickox
Secretary for
Environmental
Protection

California Regional Water Quality Control Board Central Valley Region

Robert Schneider, Chair

Redding Branch Office

Internet Address: <http://www.swrcb.ca.gov/~rwqcb5>
415 Knollcrest Drive, Suite 100, Redding, California 96002
Phone (530) 224-4845 • FAX (530) 224-4857



Gray Davis
Governor

1 October 2001

Patrick Wright
Executive Director
CALFED Bay Delta Program
1416 Ninth St., Suite 1155
Sacramento, CA 95814

PROPOSAL FOR CONSERVATION EASEMENT PURCHASE – FALL RIVER AREA

This is in support of the proposal submitted by the Fall River Resource Conservation District which includes purchase of conservation easements on three properties adjacent to Fall River in eastern Shasta County.

Regional Board staff have worked closely with the RCD and The Conservation Fund in the development of this project proposal. With regard to the Noel property, we have visited the site and have provided the RCD with our recommendations on project features that would enhance water quality and aquatic habitat in Fall River. Specifically, we are supporting funding of this project proposal for the following reasons:

1. These conservation easements provide for implementation of management practices which will enhance water quality in Fall River. These practices include control of irrigation return water (pasture and rice field irrigation), erosion control on River banks and tributary drainages, and riparian vegetation enhancement.
2. These easements and associated land improvements will provide excellent 'demonstration sites' given that the problems being addressed are common throughout Fall River valley and the practices which are implemented will have broad applicability.
3. The Fall River RCD, together with the Conservation Fund, have put together a long-term plan for acquiring conservation easements along the Fall River corridor. We fully support this program as a means to protect and enhance Fall River and associated water resources. These three conservation easements are an important initial step towards implementing this overall plan.

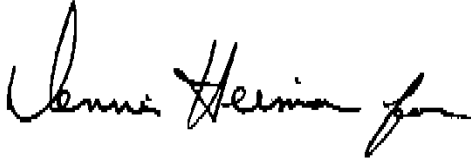
In past years, the Regional Board has had to respond to a wide range of water quality related issues on Fall River. These include sedimentation and its impacts on fisheries, damage to river banks from livestock grazing, waste discharges from feedlots and from rural residential development, problems from introduced plant and animal species, and impacts to ground and surface waters from agricultural irrigation practices. We have tried to give special attention to protection and enhancement of Fall River given the unique character of the River and its importance to residents and users from outside the area. We believe that fulfillment of the Fall River Conservation Easement Program will substantially assist in

California Environmental Protection Agency



addressing many of the issues that concern us and we encourage the CALFED Ecosystem Restoration Program to participate in this effort.

If you have any questions, please contact Dennis Heiman of my staff at 530-224-4851 or the address above.

A handwritten signature in black ink, appearing to read "Dennis Heiman for". The signature is fluid and cursive, with a long horizontal stroke at the end.

JAMES C. PEDRI, P.E.
Assistant Executive Officer

cc: Tim Weaver, Fall River RCD, McArthur
Nancy Schaefer, The Conservation Fund, Sacramento
Mike Dean, Dept. of Fish and Game, Redding



Patrick Wright
Executive Director
CALFED Bay Delta Program
1416 Ninth St., Suite 1155
Sacramento, CA 95814

September 28, 2001

Dear Mr. Wright,

As part owners and managers of River Ranch LP and the River Butte Ranch Co., we are writing to indicate our strong support for our properties' inclusion in the Fall River Resource Conservation District's proposal to the CALFED Bay-Delta Program for the Fall River Conservation Easement Program.

In our 23 years experience as ranch managers in the Fall River Valley, we have seen first hand the pressure facing the valley from small lot residential development, especially along the river corridor, which has contributed to the destruction of wildlife habitat, the degradation of the river's water quality and removal of land from agricultural production. In addition, we have seen the effects of increasing sedimentation on the upper reaches of the Fall River. We feel that the Fall River Conservation Easement Program has been designed to address these threats and welcome the opportunity to participate.

Over the past six months, we have been working with the Fall River RCD and The Conservation Fund to negotiate conservation easements on both the River Ranch and the River Butte Ranch. We have also been collaborating to identify projects that will enhance the conservation values of these properties, such as reducing the impacts of agricultural return water, controlling erosion and non-native invasive species, and enhancing riparian, wetland and aquatic habitats.

We are very excited about participating in the first phase of the Fall River Conservation Easement Program. Thank you for your consideration.

Sincerely,


Jim Rickert


Mary Rickert

cc: Tim Weaver, Fall River Resource Conservation District
Nancy Schaefer, The Conservation Fund

September 28, 2001

Patrick Wright
Executive Director
CALFED Bay Delta Program
1416 Ninth St., Suite 1155
Sacramento, CA 95814

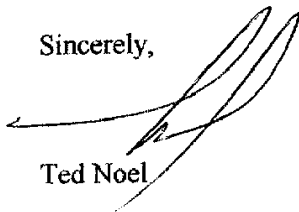
Dear Mr. Wright,

As representative of the Noel Ranch, I am writing to indicate my strong support for the inclusion of my property in the Fall River Resource Conservation District's proposal to the CALFED Bay-Delta Program for the Fall River Conservation Easement Program.

During the past six months, I have been working with the Fall River RCD and The Conservation Fund to negotiate a conservation easement that will best protect the ranch for my children, their children, and forever in the future. In addition, we have been identifying projects that will reduce the impacts of agricultural return water, control erosion and non-native species and enhance riparian, wetland and aquatic habitats.

I am pleased to be included in the Fall River Conservation Easement Program. Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Ted Noel", with a long horizontal flourish extending to the left.

Ted Noel

cc: Tim Weaver, Fall River Resource Conservation District
Nancy Schaefer, The Conservation Fund