



**SIERRA COUNTY PLANNING COMMISSION**  
**Special Meeting Agenda**  
**Thursday January 22, 2026**  
**10:00 AM**

**Vice Chair: Jim Kelley**  
**Mike Filippini**  
**Alan Teague**  
**David Goicoechea**  
**Don Russell**

**Location: Sierra County Courthouse**  
**Board of Supervisors Chambers**  
**100 Courthouse Square**  
**Downieville, CA 95936**

*The Sierra County Planning Commission welcomes you to its meetings which are regularly scheduled for the second Thursday following the first Tuesday of each month. Special meetings may be called from time to time and the meeting location, time, and date will be announced at the appropriate time as required by law.*

*Supporting documentation for meeting agenda matters are available for public review on-line at: [www.sierracounty.ca.gov/agendacenter](http://www.sierracounty.ca.gov/agendacenter) or at the Office of the Sierra County Planning Department located in the annex building directly across from the Sierra County Courthouse, Downieville, California, 95936, during regular business hours (M – F, 8:00am – 5:00pm).*

<b>Join on your computer, mobile app or room device</b> <a href="https://tinyurl.com/2026-1-22">https://tinyurl.com/2026-1-22</a> Meeting ID: 282 991 633 393 63 Passcode: Fa3R2wN2	<b>Or call in (audio only)</b> <a href="tel:+13238922486">+1 323-892-2486</a> , <a href="tel:+13238922486">535548128#</a> United States, Los Angeles Dial-in: 323-892-2486 Phone Conference ID: 535 548 128#
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- 1. CALL TO ORDER/ROLL CALL**
    - 1.1 Call to Order
    - 1.2 Roll Call
    - 1.3 Introduction of new Planning Commissioner, Don Russell
    - 1.4 Election of New Officers
      - 1.4.1 Chair
      - 1.4.2 Vice Chair

- 2. APPROVAL OF AGENDA**

January 22, 2026 Agenda

3. **APPROVAL OF MINUTES**

Approval of September 25, 2025 Special Meeting Minutes

4. **CORRESPONDENCE**

None.

5. **PUBLIC COMMENT OPPORTUNITY**

*At this time, the public has the opportunity to address the Commission concerning any item of interest not listed on the agenda. The Commission may not discuss or take any action on any item presented during the public comment period that is not on the agenda. The Commission may briefly respond to statements made or questions posed by members of the public. Upon recognition by the Chair, please state your name, county of residence, and subject matter. Discussion of any non-agenda items will be limited to three (3) minutes, or such reasonable time as is granted by the Chair of the Commission.*

6. **WORKSHOPS**

*The Planning Commission allows time for staff or guest presentations on matters of general or specific interest to the Commission or for conducting educational or technical workshops.*

**6.1 Micro-Enterprise Home Kitchen Operation (MEHKO) presentation by the Sierra County Environmental Health Department.**

**6.2 Wolves in Sierra Valley.** Short 14.57 minute video on the wolves as an update (see <https://www.youtube.com/watch?v=XWrNHXlkniY>).

7. **PUBLIC HEARINGS**

*The Planning Commission conducts all public hearings in accordance with its governing by-laws as approved by the Commission and in accordance with Sierra County Resolution 76-80 entitled “Rules of Conduct.”*

**7.1 Lucy Blake GPA/ZA/Williamson Act Contract amendment.** Consideration of a General Plan Amendment to change the land use designation on 720 acres of forest land from “Agriculture” to “Forest,” and a Zone Amendment to put 562 acres into Timber Production Zone (TPZ) District. The project area additionally is in a Williamson Act Contract, which will be amended to exclude the TPZ lands. The proposed site is located at 222 Lemon Canyon Road, Sierraville, on a 1,272.6-ac. ranch (APN 018-030-002, 018-030-005, and 018-030-006). Planning staff’s preliminary environmental assessment: statutorily exempt under California Government Code §51119.5 and CEQA Guidelines “Common Sense Exemption” §15601(b)(3).

**8. BUSINESS REQUIRING ACTION OR DISCUSSION**

**8.1 FEMA Preliminary Flood Maps for Sierra Valley.** Discussion of new draft Flood Insurance Rate Maps (FIRMs) based on re-study of Sierra Valley and 2022 appeal of the previous preliminary maps (see Sierra County Planning Department Floodplain Management page at [www.sierracounty.ca.gov/259/Floodplain-Management](http://www.sierracounty.ca.gov/259/Floodplain-Management)).

**9. PLANNING DIRECTOR'S STAFF REPORTS**

*Brief announcements or brief reports by the Sierra County Planning Director on upcoming projects, county staff activities, upcoming workshop or training opportunities, or other items of interest to the Planning Commission.*

**10. PLANNING COMMISSIONERS' REPORTS**

*Brief announcements or brief reports by Planning Commission members on their activities or items of interest to Sierra County.*

**11. ADJOURNMENT**

*The next regularly scheduled Planning Commission meeting will be February 12, 2026.*



# SIERRA COUNTY PLANNING COMMISSION REGULAR MEETING MINUTES

September 25, 2025

**LOCATION:**  
Sierra County

<b>Interim Chair:</b> Jim Kelley		<b>Vice Chair:</b> Vacant
Mike Filippini	Alan Teague	David Goicoechea

Courthouse | Board of Supervisors Chambers | 100 Courthouse Square | Downieville, CA 95936

*This meeting was open to the public for in-person viewing/participation, as well as available via video/teleconference.*

## 1. CALL TO ORDER/ROLL CALL

The meeting was called to order at 10:05 a.m.

Commissioners Present: Chair Kelley and Commissioners Filippini & Goicoechea.  
Commissioner Teague was absent. One (1) Commissioner position is vacant.

Staff Present: Planning Director and Planning Commission Secretary, Brandon Pangman; County Counsel, Andrew Plett; Planner III, Corri Jimenez; and Planner II, Ashley Powell

Note: This meeting was available via video/teleconference.

The Commission Secretary announced that Commissioner (and former Chair) Liz Fisher resigned from the Planning Commission, effective August 24, 2025. A copy of her letter of resignation and a Resolution of Appreciation from the Board of Supervisors was provided in the meeting packet. Secretary Pangman announced that the vacancy has been advertised and several applications have been received by the Clerk, and the Board of Supervisors intends to interview and appoint a new Commissioner at their October 7<sup>th</sup> meeting.

The Commissioners discussed whether to elect new officers. The consensus was to retain Interim Chair Jim Kelley until after the vacancy is filled, and elect new officers after the new Commissioner is seated.

## 2. APPROVAL OF AGENDA

Motion: Commissioner Goicoechea, to approve the agenda.

Second: Commissioner Filippini

Vote: 3/0 with Commissioner Teague being absent.

## 3. APPROVAL OF MINUTES

Minutes for the May 22, 2025 Planning Commission Meeting

Motion: Commissioner Goicoechea, to approve with correction of the word “Deprivation” to “Depredation” on page 2 of the minutes.

Second: Commissioner Filippini.

Vote: 3/0 with Commissioner Teague being absent.

#### **4. CORRESPONDENCE**

Interim Chair Kelley offered appreciation for former Chair Liz Fisher and her service to the Planning Commission. The Commissioners reflected on the resolution of appreciation approved by the Board of Supervisors that was included in their packet.

Secretary Pangman announced that it was just discovered that the “Tiny URL” link appearing on the agenda did not appear to be working; but a new link was created and posted online for anyone trying to login to the meeting online.

#### **5. PUBLIC COMMENT OPPORTUNITY**

The Chair opened the public comment opportunity for items not appearing on the agenda. There were no public comments, either in-person or online.

#### **6. WORKSHOPS**

None.

#### **7. PUBLIC HEARINGS**

**7.1 Original Sixteen to One Mine SUP Revocation.** The Chair recognized the Planning Director. Director Pangman re-capped where the Planning Commission left off since the duly noticed public hearing conducted on August 14, 2025. The public comment period was closed, and the Commission voted to “continue” the matter to its next regularly-scheduled meeting, and specified the date, time, and location of the continued hearing—to afford the Commissioners more time to carefully consider the comments and additional exhibits entered into the administrative record during the hearing. Mr. Pangman explained that the continued hearing originally had been scheduled for September 11, 2025, but due to the lack of a quorum, it had to be rescheduled. So, today’s continued hearing was taking place at a Special Meeting, which was re-noticed, posted, and published at least 10 days in advance. The Director reiterated that the public comment period was previously closed, so unless the Chair opted to reopen the public comment opportunity no further written comments or documents would be accepted into the administrative record. The Director reminded everyone that the Commission was not making the final decision, but merely a recommendation to the Board of Supervisors on whether or not to revoke the Special Use Permit; and that anyone who wished to present further verbal or written comments would have another opportunity to do so at the subsequent public hearing before the Board of Supervisors.

Commissioners Filippini and Goicoechea commented that they learned a lot from the Sixteen to One-generated Annual Reports and supplemental documents provided to them by staff and the interested parties. Chairman Kelley commented that it begins and ends with the SUP and the Commission’s recommendations to the Board.

Commissioner Filippini asked staff if there were any changes to what was previously submitted or actions taken by the operator to gain compliance, and the Director responded, “No changes to the Staff Report or Recommendation, outside of including a copy of the documents read into the record at the last meeting. Roger Haas has been in contact and working on water quality, but not the SUP.” Chairman Kelley stated that starting a new application would be helpful. The Director continued, saying that the operator can either

amend the existing SUP or submit a new application but currently the operator is still not in compliance.

Commissioner Filippini addressed the list of non-compliance issues per the State regulations and made a motion to recommend revoking the SUP to the Board of Supervisors per staff's findings. He stated that the Commission's purview is the SUP, not other agencies' permits.

Motion: Commissioner Filippini

Second: Commissioner Goicoechea

Vote: 3/0, approved, with Commissioner Teague being absent. [Ref. PC Resolution No. 2025-05]

- 7.2 Ambroselli ZV.** Chairman Kelly recognized Director Pangman, who stated that Planner Corri Jimenez would present the staff report. Planner Jimenez presented the proposed project as a zone variance on a 0.29-acre parcel in Goodyears Bar that is located in the General Forest district, which has 60 feet setbacks on all sides. The applicant was requesting to rebuild a house and was requesting 28 feet in the rear yard setbacks and 15 feet in the side setbacks.

Commissioner Goicoechea asked if it was realistic to build a house on such a small parcel. Planner Jimenez clarified that they would have to satisfy the Conditions of Approval to build. Commissioner Goicoechea asked about constraints and Director Pangman stated that the commenting agencies will be included in the permitting process and it is yet to be seen if it is feasible with current constraints. Chairman Kelly asked for clarification on the onsite wastewater treatment system and the water supply, and staff responded that those issues were addressed in the conditions of approval. Commissioner Filippini said that the variance request is reasonable in its scope. Chairman Kelley opened public comment opportunity and recognized the applicant who was appearing online.

The applicant, Mr. Marco Ambroselli, discussed the recent history and what he bought which was a trailer park, and noted he was "red-tagged" for not having a building permit when he started demolition. He addressed the staff report and commented that the water came to the property via a spring box and produced two-acre feet of water per year. He said that the septic system worked fine pre-Covid and the staff report's mention of the wall's condition was new to him and he said that his neighbor, Cy Rollins, saturated it with sprinkler water regularly. Mr. Ambroselli said his goal was to clean up the property and put it up for sale.

During the public comment period, adjacent neighbor Cy Rollins commented that he owned property on three sides of Mr. Ambroselli's property and expressed concern about the failing rock retaining wall that the loose rocks were falling onto his property. Mr. Rollins said he received a \$40,000 estimate to repair the retaining walls on the applicant's property. During the public comment period, there was discussion between the applicant and Mr. Rollins on this wall. Mr. Rollins said that the wall was built by Fred Rixey in the 1970s. When the applicant expressed confusion about the wall's current condition, the Director commented that there were images in the staff report of the wall, showing that the wall was starting to separate in places. The Director stated that staff has recommended a condition of approval that a qualified engineer will need to look at the stability of the wall and bank, and to determine if it's safe to rebuild a house on the pad above the steep bank

and failing wall below. The Commissioners expressed satisfaction with the staff report's findings and had no further questions.

Motion: Commissioner Filippini, to approve the application, as recommended by staff

Second: Commissioner Goicoechea.

There was no further discussion.

Vote: 3/0, approved as recommended, with Commissioner Teague being absent.

- 7.3 Pliocene Ridge CSD SUP/ZV.** Planner Powell presented the proposed project that was an accessory building in the setbacks in the General Forest district on a parcel that is 1.19 acres with 60-foot setbacks on all sides. The applicant is requesting a zone variance to reduce the rear yard setback from 60 feet to 20 feet due to property constraints. The project also required a Conditional Use Permit as the use of the property for a fire station which is a public service use. The project site should be Public Service, according to the General Plan. The Commission opened it up to the public, and the applicant, Chief Jim Buckbee, chose not to comment. There were no additional public comments. The Commissioners were satisfied with the staff's recommendations and made a motion to approve.

Motion: Commissioner Filippini, to approve the applications as recommended by staff.

Second: Commissioner Goicoechea

Vote: 3/0, approved, with Commissioner Teague being absent.

**8. BUSINESS REQUIRING ACTION OR DISCUSSION**

None.

**9. PLANNING DIRECTOR'S STAFF REPORTS**

None.

**10. PLANNING COMMISSIONERS' REPORTS**

None.

**11. ADJOURNMENT**

Motion to adjourn: Commissioner Goicoechea

Second: Commissioner Filippini

Vote: 3/0, approved, with Commissioner Teague being absent

The meeting was adjourned at 11:03 a.m.

Respectfully submitted,

Approved as Witnessed

On: \_\_\_\_\_

*Corri Jimenez*

Corri Jimenez  
Planner III

\_\_\_\_\_  
Brandon Pangman  
Commission Secretary

**Resolution No. 2021-154**

**BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA**

**RESOLUTION AUTHORIZING THE PERMITTING OF MICROENTERPRISE HOME KITCHEN OPERATIONS THROUGHOUT SIERRA COUNTY IN ACCORDANCE WITH THE CALIFORNIA HEALTH & SAFETY CODE**

**WHEREAS**, requirements relating to the permitting, inspection, and operation of Microenterprise Home Kitchen Operations (“MEHKO”) were added to the California Health and Safety Code, pursuant to AB 626 (Garcia) chaptered on September 18, 2018, and AB 377 (Garcia) chaptered on October 7, 2019; and

**WHEREAS**, Health and Safety Code § 113825 defines a MEHKO as a food facility that is operated by a resident in a private home where food is stored, handled, prepared for, and may be served to, consumers; and

**WHEREAS**, the county resident's MEHKO food facility complies with specific requirements in Health and Safety Code § 113825, including limits on the number of employees, the number of daily and weekly meals that can be served, the type of food that can be served, and the maximum annual gross income from food sales that can be received; and

**WHEREAS**, Health and Safety Code § 114367 grants the Sierra County Board of Supervisors the authority to determine whether to allow countywide permitting and operation of MEHKOs, including all areas within its jurisdiction; and

**WHEREAS**, Sierra County's Department of Environmental Health is designated as the county local Enforcement Agency as defined in Health and Safety Code § 113773; and

**WHEREAS**, Health and Safety Code § 114367.2 authorizes the issuance of a permit to operate a MEHKO after an initial inspection by the enforcement agency, subject to annual permit renewal and annual inspection to ensure ongoing compliance and public health protection, and authorizes the recovery of reasonable costs for permitting and inspection; and

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors, County of Sierra, State of California does hereby authorize by resolution the permitting and inspection of MEHKOs countywide in accordance with the provisions of California Health and Safety Code § 113825, et seq., and the recovery of reasonable costs incurred for implementation of the program.

**ADOPTED** by the Board of Supervisors of the County of Sierra on the \_\_\_th day of November, 2021, by the following vote:

**AYES:** Supervisors LeBlance, Dryden, and Adams

**NOES:** Supervisor Huebner

**ABSTAIN:** None

**ABSENT:** Supervisor Roen

6.1 MEHKO Presentation

COUNTY OF SIERRA



\_\_\_\_\_  
LEE ADAMS, CHAIRMAN  
BOARD OF SUPERVISORS

ATTEST:



\_\_\_\_\_  
HEATHER FOSTER  
CLERK TO THE BOARD

APPROVED AS TO FORM:



\_\_\_\_\_  
DAVID PRENTICE  
COUNTY COUNSEL



## 6.1 MEHKO Presentation

Environmental Health Services  
Food Program

P.O. Box 7 Loyalton, CA 96118

Phone: (530) 993-6778 | Fax: (530) 993-6790

[envhealth@sierracounty.ca.gov](mailto:envhealth@sierracounty.ca.gov)

# MICROENTERPRISE HOME KITCHEN OPERATION GUIDELINES (MEHKO)

These guidelines have been developed to assist individuals that are interested in operating a Microenterprise Home Kitchen Operation (MEHKO) within their private home. These guidelines are not meant to be inclusive of all local and State requirements, but are intended to provide a summary of the requirements contained within the California Retail Food Code (CRFC) for obtaining a permit and operating a MEHKO safely.

## WHAT IS A MICROENTERPRISE HOME KITCHEN OPERATION?

A microenterprise home kitchen operation (MEHKO) is defined by the CRFC as a food facility that is operated by a resident in a private home where food is stored, handled, prepared, and served to consumers. Food can be consumed onsite, picked up, or delivered.

Click [here](#) for a full copy of the CRFC and applicable requirements.

## GETTING STARTED\*

1. Review MEHKO FAQs, guidelines, and Standard Operating Procedures (SOP) to determine if you are eligible to start a MEHKO in your home.
2. Submit the Permit Application, Standard Operating Procedure (SOP) form, and payment for a permit evaluation if applicable. This fee is separate from the annual health permit, if approved or applicable.
3. Contact your local city or county building or planning department to determine if there are any additional permits or licenses that are required.
4. If you plan to offer liquor (beer, wine, or spirits) as part of your MEHKO, contact the Department of Alcohol and Beverage [Control](#). If you plan to utilize an internet food service intermediary (IFSI) as part of the operation, visit the California Department of Public Health, Food and Drug Branch [website](#) to ensure that the IFSI is registered with the Department.
5. Visit [www.dir.ca.gov](http://www.dir.ca.gov) for a list of Frequently Asked Questions if you plan to hire an employee.

**IMPORTANT:** *There may be other permits or licenses that must be obtained to operate a MEHKO.*

## PRIVATE HOME REQUIREMENTS

To obtain approval as a MEHKO, the residential home will be evaluated to ensure that the proposed food operation can be conducted in a manner that safeguards public health. The following items will be evaluated to determine if the proposed operation can be conducted:

## 6.1 MEHKO Presentation

- a. Adequate food production and food storage capacity for the proposed menu or food products to be prepared.
- b. Adequate equipment to keep cold foods cold (41°F) and hot foods hot (135°F) during storage and transportation (if required).
- c. Adequate dry food storage and utensil/equipment storage.
- d. Equipment and utensils that will be used as part of the MEHKO operation must be in good repair.
- e. A fully operable kitchen sink with hot and cold water for cleaning and sanitizing purposes.
- f. Restroom handwashing sink must be supplied with warm water, soap, and paper towels.
- g. Restroom is supplied with toilet paper and is working properly.
- h. Appropriate lighting is available in the food preparation area.
- i. Adequate ventilation that allows gases, odors, steam, heat, grease, vapors, and smoke to escape the kitchen (based on proposed menu).
- j. Floors, walls, ceilings, in kitchen and toilet room are smooth, of durable construction, and easily cleanable.

### OPERATIONAL REQUIREMENTS

- A MEHKO operator and the employee must adhere to the following when “operating” as a MEHKO:
- a. The person-in-charge is responsible for ensuring that food preparation activities are not conducted in a manner that could result in contamination of the food by consumers.
  - b. Food employees are prohibited from the consumption of food, drink, or tobacco during food preparation.
  - c. Consumer access to the kitchen is to be limited during food preparation activities to prevent food contamination.
  - d. All animals are to be kept outside of food preparation areas during preparation and operation of the MEHKO.

### FOOD EMPLOYEE REQUIREMENTS

- The permit holder of the MEHKO shall successfully pass an approved and accredited food safety certification examination within 60 days of commencing operation.
- Any individual that is involved in the preparation, storage, or service of food at the MEHKO must have a valid food handler card (unless they possess a valid food manager certificate) within 30 days.

Click [here](#) for more information on accredited food certification or food handler programs.

In addition to completing the above training requirements, the person-in-charge and all food employees shall have adequate knowledge of and be able to demonstrate as it relates to their assigned duties. Such as:

- Understands the importance of employee health and hygiene, including but not limited to handwashing practices and not allowing sick employees to work.
- Able to demonstrate how cooking, cooling, and reheating temperatures are verified.

## 6.1 MEHKO Presentation

- The use of a calibrated food temperature measuring device with a suitable probe thermometer that is designed to measure the foods being prepared is to be available.
- Able to demonstrate how to prevent cross-contamination during preparation and storage of food.
- How to properly wash, rinse, and sanitize equipment and utensils within the kitchen sink and food-contact surfaces to prevent cross-contamination.
  - Determine which type of sanitizer will be used and obtain the appropriate test strips to measure concentration.

### LIMITATIONS

A MEHKO is limited to the following:

- No more than one full-time equivalent food employee, not including family or household members.
- Food must be prepared, cooked, served, picked up, and/or delivered on the same day. No left-over food can be used as part of the preparation for next-day service or sold on subsequent days.
- No more than 30 individual or approximate equivalent meals per day and no more than 90 individual or approximate equivalent meals per week.
- No more than \$100,000 in verifiable gross annual sales (adjusts annually based on Consumer Price Index).
- Food must be sold directly to consumers for consumption on the premises, pick-up or delivery, and not provided to a wholesaler or other retail food operation.

### RESTRICTIONS

- A MEHKO cannot prepare or provide the following food items:
  - Smoking food as a method of preservation.
  - Curing or pickling food.
  - Use food additives as a method of food preservation (e.g., sushi rice to be held at room temperature).
  - Reduced-oxygen packaging of food (e.g., vacuum packaging, sous-vide).
  - Produce, serve, or sell raw milk or raw milk products (Section 11380, Title 17 CCR).
  - Serve or sell raw oysters.
- A MEHKO **cannot** post any type of signage or other outdoor displays advertising MEHKO.
- A MEHKO must comply with local noise ordinances.

### ADVERTISING FOR A MEHKO

A MEHKO may utilize an internet food service intermediary or other method (e.g. newspaper, social media) advertising the food operation. As noted above, there is a prohibition against posting any signage or other outdoor display at the private residence. The term “catering” is not to be used in any form of advertisement for a MEHKO.

If advertising directly to the public, via a website, internet, social media platform, newsletter, or other public announcement, you are required to include the following in the advertisement:

## 6.1 MEHKO Presentation

- Name of the enforcement agency that issued the permit.
- Include the permit number.
- Include the following statement in a clear and conspicuous location “Made in a Home Kitchen.”

If utilizing an internet food service intermediary, please visit the [California Department of Public Health's website](#) for additional information.

Internet Food Service Intermediary (IFSI) means an entity that provides a platform on its internet web site or mobile application through which a MEHKO may choose to offer food for sale and from which the internet food service intermediary derives revenues, including, but not limited to, revenues from advertising and fees for services offered.

**For more information please contact:**

Sierra County Environmental Health

(530) 993-6716 | [envhealth@sierracounty.ca.gov](mailto:envhealth@sierracounty.ca.gov)



**MICROENTERPRISE HOME KITCHEN OPERATION (MEHKO) STANDARD OPERATING PROCEDURES (SOPs)**

To start the review process to operate a food business within your residential kitchen, please complete and submit this form along with the following applicable documents and non-refundable application review fee to Sierra County Environmental Health (EH). **PLEASE PRINT OR TYPE ALL INFORMATION.**

HOME KITCHEN OPERATOR INFORMATION			
Name of Operation:		Operator's Phone Number:	
Operator's Name:	Food Employee's Name:		
Operator's Address:	City:	State:	ZIP:
Email:	Website:		

**Note: Microenterprise Home Kitchen Operation (MEHKO) permits from EH do not exempt operators from residential property lease conditions or restrictions.**

PROPOSED HOURS OF OPERATION
<b>Please describe a typical schedule of your operation including day(s)/time(s) when food is prepared and served.</b>
Sun: _____ Mon: _____ Tue: _____ Wed: _____ Thurs: _____ Fri: _____ Sat: _____
<b>Estimated</b> number of meals to be prepared each day.
Sun: _____ Mon: _____ Tue: _____ Wed: _____ Thurs: _____ Fri: _____ Sat: _____
<i>*Meals cannot exceed 30 per day, and no more than 90 per week.</i>
How will the MEHKO be advertised? ( <b>NO</b> postings, signage, or other outdoor displays advertising the MEHKO are allowed.)
<input type="checkbox"/> Website or social media mobile applications/ "apps" ( <i>list sites or companies used</i> ): _____
<input type="checkbox"/> Internet intermediary ( <i>list sites or companies used</i> ): _____

GENERAL REQUIREMENTS	
<b>Please read each statement carefully and initial to confirm your understanding. Contact this agency with questions.</b>	
I understand that I am required to obtain and display a valid Health Permit from EH.	_____ Initials
I understand that I must obtain an approved food safety manager certification by this date: _____.	_____ Initials
I understand that my employee must obtain an approved food handler card by this date: _____.	
I understand the MEHKO is limited to my residence where food will be stored, handled, prepared, and served.	_____ Initials
I understand that no more than one full-time employee, not including family members or household members, is allowed.	_____ Initials

## 6.1 MEHKO Presentation

I understand that all food must be served, or delivered to the customer, on the same day as it is prepared or cooked. No leftovers may be used or served.	_____ Initials
I understand that complex food preparation that requires unique, special handling such as smoking to preserve, curing, reduced oxygen packaging, and sous vide are not allowed. Special and complex food processes that are required to reach Critical Control Points known as HACCP (Hazardous Analysis Critical Control Point) require further permitting and are not allowed under the MEHKO permit.	_____ Initials
I understand that the production, manufacturing, processing, freezing, or packaging of milk or milk products such as cheese, ice cream, yogurt, sour cream, butter, and the service and sale of raw oysters and raw milk is prohibited.	_____ Initials
I understand that animals must be kept outside of the kitchen and dining areas during food preparation and service.	_____ Initials
I understand that food preparation cannot exceed 30 individual meals per day, 90 individual meals per week, or the equivalent of these totals (for meal components sold separately).	_____ Initials
I understand that the MEHKO may not have more than one-hundred thousand dollars (\$100,000) in gross annual sales. <i>*MEHKOs are required to provide verification of annual gross sales documentation upon request.</i>	_____ Initials
I understand that food may only be sold directly to customers and cannot be sold to other businesses or used for resale.	_____ Initials
I understand that I cannot post signage or outdoor advertising displays and that I must comply with all nuisance ordinances such as noise and garbage.	_____ Initials
The areas used for my MEHKO must be clean, sanitary, in good repair, and free of vermin (i.e., cockroaches, rodents, flies) at all times.	_____ Initials
My MEHKO is subject to inspection by EH if a complaint is received.	_____ Initials

### FOOD HANDLER HEALTH & HYGIENE

I will notify EH if anyone preparing food for my MEHKO has any gastrointestinal illness symptoms (i.e. diarrhea, vomiting, etc.) or is diagnosed with an illness that can be transmitted by food or by a food handler. Any person with symptoms of diarrhea or vomiting must be prevented from entering the kitchen when food is being prepared.	_____ Initials
All food handlers experiencing sneezing, coughing, or a runny nose are not allowed to work with unpackaged food, clean equipment, utensils, or linens.	_____ Initials
Food handlers are required to wash their hands with soap <b>before</b> food preparation and putting on gloves, and <b>after</b> using the restroom, touching body parts or any animal, taking out the trash, or after any activity that contaminates the hands.	_____ Initials
The handwashing sink in the restroom must be supplied with warm water, a liquid soap dispenser, and single-use paper towels.	_____ Initials

## 6.1 MEHKO Presentation

Food handlers are required to keep their fingernails trimmed, filed, and clean. They must wear gloves over nail polish or artificial nails, clean outer clothing, and hair restraints when preparing food. Any ring other than a plain band is prohibited.	_____ Initials
Food handlers who have an open or draining wound shall not handle food or food related items unless the wound is protected and properly covered by a bandage and a disposable waterproof glove to prevent contamination.	_____ Initials

FOOD PROTECTION	
I will use a calibrated probe thermometer to confirm that the temperature of food containing meat is cooked to meet the minimum internal temperature requirements.	_____ Initials
I will use a calibrated probe thermometer to confirm that the temperature of all potentially hazardous food is held at, or above, 135°F or at, or below, 41°F.	_____ Initials
I understand that food must be cooked to the following minimum internal cooking temperatures: <ul style="list-style-type: none"> <li>• Poultry, ground poultry, stuffed meat/fish/poultry, and pasta stuffed with meat must be cooked to 165°F and hold at, or above, that temperature for 15 seconds.</li> <li>• All other ground meat must be cooked to 155°F and hold at, or above, that temperature for 15 seconds.</li> <li>• Pork, fish, and eggs must be cooked to 145°F and hold at, or above, that temperature for 15 seconds.</li> </ul>	_____ Initials
<b>I understand that all food ingredients used to make MEHKO food must be purchased from a commercial permitted business ("approved source").</b>	_____ Initials

WARE WASHING
1. Multi-use utensils and equipment will be cleaned and sanitized using the following method(s): <i>(check all that apply)</i> <input type="checkbox"/> Utensil washing sink <input type="checkbox"/> Dishwasher
2. Type of sanitizer that will be used: <input type="checkbox"/> Chlorine (100 ppm – 1 tablespoon of unscented chlorine bleach per gallon of water) <input type="checkbox"/> Other approved sanitizer: _____
*Ware washing methods will be covered in-depth during your required food safety classes.
Describe your cleaning and sanitizing process. <i>*State law requires that kitchen utensils use the three-step cleaning process: 1) wash with soapy water, 2) rinse with just water, 3) sanitize with a sanitizing agent such as bleach.</i>

FOOD SERVICE/DELIVERY
1. <b>Will you be serving food in your home? If so</b> , please describe all areas where the food will be served in your residence.
2. Describe all areas where food and utensils used for the MEHKO will be stored.

## 6.1 MEHKO Presentation

3. Describe how you will be disposing of any remaining unused or unsold food at the end of the day.	
4. Will food products be available for customers to pick-up? <input type="checkbox"/> Yes <input type="checkbox"/> No	
5. Will food be delivered to customers? <input type="checkbox"/> Yes <input type="checkbox"/> No	
6. How will food temperatures be maintained hot/cold during transportation?	
7. Will the food be delivered within 30 minutes of packaging? <input type="checkbox"/> Yes <input type="checkbox"/> No If delivery exceeds 30 minutes, please describe how food will be maintained hot and cold.	
8. Describe how food will be packaged for transportation for delivery to customers. <i>Food must be protected from contamination and be transported in tight, leakproof, takeout containers.</i>	
9. I understand that food orders and payments may be accepted via the Internet, mail, or phone. All food must be delivered directly (in person) to the customer by myself, a family member, or my employee. Food cannot be delivered by others such as friends, taxis, UberEats, GrubHub, or any other businesses unless the customer has a physical or neurological disability which limits their ability to access the food without the assistance of a third-party delivery service. In these cases, I must keep records of the dates and amount of unusual food deliveries completed.	_____ Initials

WATER SOURCE	
Verify the MEHKO water supply. <input type="checkbox"/> Public or municipal water (please list supplier): _____ <input type="checkbox"/> Private well* Describe location: _____ <i>*All private wells must undergo water quality testing by a state-certified laboratory. Attach a separate copy of the results for the following: Bacteriological Test (annual results).</i>	
I understand that in the event of a water outage or contaminated water incident, the MEHKO must contact EH and immediately discontinue all MEHKO operations until EH confirms the water source is safe to use.	_____ Initials

LIQUID WASTE/ REFUSE	
Check the type of wastewater disposal used for this MEHKO. <input type="checkbox"/> Public sewer system <input type="checkbox"/> Private septic system	
I understand that in the event of septic system or plumbing issues, the MEHKO must immediately contact EH and discontinue all MEHKO operations until EH confirms that wastewater service has been restored and, if necessary, all MEHKO areas have been cleaned and sanitized.	_____ Initials

## 6.1 MEHKO Presentation

1. Where and how will garbage be discarded on your property? *Garbage must be stored and discarded in tightly lidded, leak-free containers to avoid vermin harborage.*
2. How often is garbage picked up from your property?
3. Describe how kitchen grease and oil waste generated from cooking will be properly stored and recycled.

### SAFETY

1. Explain how gases, odors, steam, heat, grease, vapors, and smoke will escape from the kitchen (e.g., ventilation hood above the stove, open windows, etc.). *Good ventilation is necessary to prevent mold, flying insects, cockroaches, and damage to walls, carpeting, and furniture.*
2. Identify the location of the fire extinguisher (required near the kitchen):
3. Identify the location of the first aid kit (required near the kitchen):

### TRAINING/LICENSING

Provide copies documenting the following certifications/licenses:

- MEHKO owner: Food Safety Manager Certification
- Food Handler Card  
*(Required for all persons, other than the owner, helping in the MEHKO)*

### FOODS TO BE PREPARED

**Attach a copy of your menu. Include all food, beverages, and seasonal menus, if applicable.**

1. List all cooking equipment, such as ovens, stoves, etc. and food equipment, such as blenders, food processors, cutting boards, etc. used for the MEHKO. *Please note that food contact surfaces must be easily cleanable and non-absorbent.*
2. What constitutes a meal for your MEHKO? List all "meals" proposed. Example: 12" pizza = 1 meal, tamale plate combination = 1 meal. *State law requires all menu items be reviewed by EH before being available for consumption to identify food safety risks and to work with the operator to prevent illness. Any changes to current menu items or proposed new menu items require prior review by EH. Please include all current and **likely** future menu items here.*



## 6.1 MEHKO Presentation

### ACKNOWLEDGMENT

I understand and agree that any changes to my operating procedures, including the menu, will require prior approval from EH. I also understand that the approval to operate a MEHKO is based upon my adherence to the California Retail Food Code, and all other information provided in this document. Failure to operate in accordance with these Standard Operating Procedures (SOP) may result in permit suspension and/or the repeal of approval to operate a MEHKO.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

### For Office Use Only

Comments:

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

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

### **Excerpts from California Retail Food Code (CalCode)** [FDBHSCodes](#)

#### **Definitions:**

##### **113825.**

(a) "Microenterprise home kitchen operation" means a food facility that is operated by a resident in a private home where food is stored, handled, and prepared for, and may be served to, consumers, and that meets all of the following requirements:

(1) The operation has no more than one full-time equivalent food employee, not including a family member or household member.

(2) Food is prepared, cooked, and served on the same day.

(3) Food is consumed onsite at the microenterprise home kitchen operation or offsite if the food is picked up by the consumer or delivered within a safe time period based on holding equipment capacity.

(4) Food preparation does not involve processes that require a HACCP plan, as specified in Section 114419, or the production, service, or sale of raw milk or raw milk products, as defined in Section 11380 of Title 17 of the California Code of Regulations.

(5) The service and sale of raw oysters is prohibited.

(6) The production, manufacturing, processing, freezing, or packaging of milk or milk products, including, but not limited to, cheese, ice cream, yogurt, sour cream, and butter, is prohibited.

(7) Food preparation is limited to no more than 30 individual meals per day, or the approximate equivalent of meal components when sold separately, and no more than 90 individual meals, or the approximate equivalent of meal components when sold separately, per week. The local enforcement agency may decrease the limit of the number of individual meals prepared based on food preparation capacity of the operation, but shall not, in any case, increase the limit of the number of individual meals prepared.

(8) The operation has no more than one hundred thousand dollars (\$100,000) in verifiable gross annual sales, as adjusted annually for inflation based on the California Consumer Price Index.

(9) The operation only sells food directly to consumers and not to any wholesaler or retailer. For purposes of this paragraph, the sale of food prepared in a microenterprise home kitchen operation through the internet website or mobile application of an internet food service intermediary, as defined in Section 114367.6, is a direct sale to consumers. An operation that sells food through the internet website or mobile application of an internet food service intermediary shall consent to the disclosures specified in paragraphs (6) and (7) of subdivision (a) of Section 114367.6.

(b) "Microenterprise home kitchen operation" does not include either of the following:

(1) A catering operation.

(2) A cottage food operation, as defined in Section 113758.

(c) For purposes of this section, "resident of a private home" means an individual who resides in the private home when not elsewhere for labor or other special or temporary purpose.

(d) For purposes of this section, "meal" means the amount or quantity of food that is intended to be consumed by one customer in one sitting. A meal may include one or more of any of the following:

- (1) A main dish.
- (2) Appetizers.
- (3) Side dishes.
- (4) Beverages.
- (5) Baked goods.
- (6) Desserts.

*(Amended by Stats. 2023, Ch. 101, Sec. 1. (AB 1325) Effective July 21, 2023.)*

### **CHAPTER 11.6. Microenterprise Home Kitchen Operation [114367 - 114367.6]**

*( Chapter 11.6 added by Stats. 2018, Ch. 470, Sec. 6. )*

#### **114367.**

The governing body of a city, county, or city and county that is designated as the enforcement agency, as defined in Section 113773, may authorize, by ordinance or resolution, within its jurisdiction the permitting of microenterprise home kitchen operations in accordance with this chapter. If a governing body of a city, county, or city and county authorizes the permitting of microenterprise home kitchen operations, the authorization shall apply to all areas within its jurisdiction, including being applicable to all cities within a county that authorizes microenterprise home kitchen operations, regardless of whether each city located within the jurisdiction of the county separately authorizes them.

*(Repealed and added by Stats. 2019, Ch. 536, Sec. 3. (AB 377) Effective October 7, 2019.)*

#### **114367.1.**

(a) A microenterprise home kitchen operation, as defined in Section 113825, shall be considered a restricted food service facility for purposes of, and subject to all applicable requirements of, Chapter 1 (commencing with Section 113700) to Chapter 9 (commencing with Section 114265), inclusive, and Chapter 13 (commencing with Section 114380), except as otherwise provided in this chapter.

(b) A microenterprise home kitchen operation shall be exempt from all of the following provisions:

- (1) Handwashing facilities requirements, as required in Section 113953, provided that a handwashing sink is supplied with warm water and located in the toilet room and supplied, as specified in Section 113953.2.
- (2) Any provision in this part relating to sinks, warewashing machines, and manual or machine sanitation, including, but not limited to, Sections 114099, 114099.2, 114099.4, 114101.1, 114101.2, 114103, 114107, 114123, 114125, 114163, and 114279, provided that all of the following conditions are met:

## 6.1 MEHKO Presentation

(A) Utensils and equipment are able to be properly cleaned and sanitized.

(B) The sink in a microenterprise home kitchen operation has hot and cold water and is fully operable.

(C) If a dishwasher is used, it shall be operated in accordance with the manufacturer's specifications.

(3) Prohibition on the presence of persons unnecessary to the food facility operation in the food preparation, food storage, or warewashing areas, as specified in Section 113945.1, provided that the permit holder takes steps to avoid any potential contamination to food, clean equipment, utensils, and unwrapped single-service and single-use articles and prevents a person suffering from symptoms associated with acute gastrointestinal illness or person known to be infected with a communicable disease that is transmissible through food to enter the food preparation area while food is being prepared as part of a microenterprise home kitchen operation.

(4) No smoking sign posting requirements, as specified in Section 113978.

(5) Limitations on employee consumption of food, drink, or tobacco outside of designated areas, as specified in Sections 113977 and 114256, provided that the permit holder takes steps to avoid any potential contamination to food, clean equipment, utensils, and unwrapped single-service and single-use articles and prevents a person suffering from symptoms associated with acute gastrointestinal illness or person known to be infected with a communicable disease that is transmissible through food to enter the food preparation area while food is being prepared as part of a microenterprise home kitchen operation.

(6) Limitations on consumer access to the food facility through food preparation areas, as specified in Section 113984.1, provided that the permit holder takes steps to avoid any potential contamination to food, clean equipment, utensils, and unwrapped single-service and single-use articles and prevents a person suffering from symptoms associated with acute gastrointestinal illness or person known to be infected with a communicable disease that is transmissible through food to enter the food preparation area while food is being prepared as part of a microenterprise home kitchen operation.

(7) Display guard, cover, and container requirements, as specified in Section 114060, provided that any food on display that is not protected from the direct line of a consumer's mouth by an effective means is not served or sold to any subsequent consumer.

(8) Requirements to provide clean drinking cups and tableware for second portions and beverage refills, as specified in Section 114075.

(9) Requirements pertaining to the characteristics and certification of utensils and equipment, as specified in Sections 114130 and 114139, provided that utensils and equipment are designed to retain their characteristic qualities under normal use conditions.

(10) Requirements pertaining to the characteristics, construction, and multiuse of food-contact and nonfood-contact surfaces, as specified in Sections 114130.3 and 114130.4, provided that food contact surfaces are smooth, easily cleanable, and in good repair.

(11) Requirements pertaining to the characteristics, construction, and disassembly of clean in place (CIP) equipment, as specified in Section 114130.5.

## 6.1 MEHKO Presentation

(12) Limitations on the use of wood as a food contact surface and in connection with other equipment, as specified in Section 114132, provided that hard maple or equivalent wood is approved for use in direct contact with food during preparation.

(13) Any provision in this part relating to ventilation, including, but not limited to, Article 2 (commencing with Section 114149) of Chapter 6, provided that gases, odors, steam, heat, grease, vapors, and smoke are able to escape from the kitchen.

(14) Requirements that cold or hot holding equipment used for potentially hazardous food be equipped with integral or permanently affixed temperature measuring device or product mimicking sensors, as specified in subdivision (c) of Section 114157.

(15) Requirements pertaining to the installation of fixed, floor-mounted, and table-mounted equipment, as specified in Section 114169.

(16) Dedicated laundry facility requirements, as specified in Section 114185.5, provided that linens used in connection with the microenterprise home kitchen operation shall be laundered separately from the household and other laundry.

(17) Requirements pertaining to water, plumbing, drainage, and waste, as specified in Sections 114193, 114193.1, and 114245.7.

(18) Any requirement that a microenterprise home kitchen operation have more than one toilet facility or that access to the toilet facility not require passage through the food preparation, food storage, or utensil washing areas, including, but not limited to, the requirements specified in Sections 114250 and 114276.

(19) Light intensity, light source, and lightbulb requirements, as specified in Sections 114252 and 114252.1, provided that food preparation areas are well lighted by natural or artificial light whenever food is being prepared.

(20) Requirements to provide and use lockers, storage facilities, and designated dressing areas, and that food facility premises be free of litter and items that are unnecessary to the operation, as specified in Sections 114256.1 and 114257.1, provided that personal effects and clothing not ordinarily found in a home kitchen are placed or stored away from food preparation areas and dressing takes place outside of the kitchen.

(21) Limitations on the presence and handling of animals, such as domestic, service, or patrol animals, as specified in Sections 114259.4 and 114259.5, provided that all animals are kept outside of the kitchen during food service and preparation.

(22) Requirements pertaining to floor, wall, and ceiling surfaces, as specified in Sections 114268, 114269, and 114271, provided that the floor, wall, and ceiling surfaces of the kitchen, storage, and toilet areas are smooth, of durable construction, and easily cleanable with no limitations on the use of wood, tile, and other nonfiber floor surfaces ordinarily used in residential settings.

(23) Any local evaluation or grading system for food facilities, as authorized by Section 113709.

(24) All prohibitions and limitations on the use of a kitchen in a private home as a food facility, including, but not limited to, prohibitions and limitations specified in Section 114285, provided that food is not prepared in designated sleeping quarters. Open kitchens adjacent to living and

## 6.1 MEHKO Presentation

sleeping areas, kitchens in efficiency, studio, and loft-style residences, and kitchens without doors at all points of ingress and egress may be used in microenterprise home kitchen operations.

(25) Planning and permitting provisions of Sections 114380 and 114381.2.

(c) A microenterprise home kitchen operation may operate an open-air barbecue or outdoor wood-burning oven, pursuant to the requirements of Section 114143.

(d) The operator of a microenterprise home kitchen operation shall successfully pass an approved and accredited food safety certification examination, as specified in Section 113947.1.

(e) Any individual, other than the operator, who is involved in the preparation, storage, or service of food in a microenterprise home kitchen operation shall be subject to the food handler card requirements specified in Section 113948.

(f) A microenterprise home kitchen operation shall only offer for sale or sell food that was prepared during a food demonstration or preparation event to a consumer who was present at that food demonstration or preparation event.

*(Amended by Stats. 2019, Ch. 536, Sec. 4. (AB 377) Effective October 7, 2019.)*

### 114367.2.

(a) A microenterprise home kitchen operation shall not be open for business unless it has obtained a permit issued from the enforcement agency.

(b) The department shall post on its internet website the requirements for the permitting of a microenterprise home kitchen operation, pursuant to this chapter and any ordinance, resolution, or rules adopted by any city, county, or city and county, that has authorized the permitting of microenterprise home kitchen operations, which shall be written at a high school level.

(c) The applicant shall submit to the enforcement agency written standard operating procedures that include all of the following information:

(1) All food types or products that will be handled.

(2) The proposed procedures and methods of food preparation and handling.

(3) Procedures, methods, and schedules for cleaning utensils, equipment, and for the disposal of refuse.

(4) How food will be maintained at the required holding temperatures, as specified in Section 113996, pending pickup by consumer or during delivery.

(5) Days and times that the home kitchen may potentially be utilized as a microenterprise home kitchen operation. The stated days and times are not binding on the permit holder and shall be used for information purposes only.

(d) (1) The enforcement agency shall issue a permit after an initial inspection has determined that the proposed microenterprise home kitchen operation and its method of operation comply with the requirements of this chapter.

(2) An enforcement agency shall not require a microenterprise home kitchen operation to comply with food safety requirements that are different from, or in addition to, the requirements of this chapter.

(e) For purposes of permitting, the permitted area includes the home kitchen, onsite consumer eating area, food storage, utensils and equipment, toilet room, janitorial or cleaning facilities, and refuse storage area. Food operations shall not be conducted outside of the permitted areas.

## 6.1 MEHKO Presentation

(f) An enforcement agency may require a microenterprise home kitchen operation to renew its permit annually.

(g) A permit, once issued, is nontransferable. A permit shall be valid only for the person and location specified by that permit, and, unless suspended or revoked for cause, for the time period indicated.

(h) The permit, or an accurate copy thereof, shall be retained by the operator onsite and displayed at all times the microenterprise home kitchen operation is in operation.

(i) An enforcement agency may collect a fee for the issuance of a permit pursuant to this chapter in an amount that does not exceed the reasonable administrative costs by the enforcement agency in issuing the permit.

*(Amended by Stats. 2019, Ch. 536, Sec. 5. (AB 377) Effective October 7, 2019.)*

### 114367.3.

(a) Notwithstanding any other law, a microenterprise home kitchen operation shall only be subject to the three following types of inspections by the enforcement agency:

(1) A routine inspection for the purpose of allowing the enforcement agency to observe the permitholder engage in the usual activities of a microenterprise home kitchen operation, including, but not limited to, active food preparation. The enforcement agency shall provide notice to a permitholder before a routine inspection and shall conduct the routine inspection at a mutually agreeable date and time. A microenterprise home kitchen operation shall not be subject to more than one routine inspection within 12 months. This paragraph shall not be deemed to require the enforcement agency to conduct a routine inspection.

(2) An investigation inspection for the purpose of allowing the enforcement agency to perform an inspection when the enforcement agency has just cause that adulterated or otherwise unsafe food has been produced or served by the microenterprise home kitchen operation or that the permitholder has otherwise violated this part. One or more consumer complaints may constitute just cause for an investigation inspection. The enforcement agency shall provide notice to a permitholder before an investigation inspection and shall conduct the investigation inspection at a mutually agreeable date and time.

(3) An emergency inspection for the purpose of allowing the enforcement agency to perform a limited inspection when the enforcement agency has just cause that the microenterprise home kitchen operation poses a serious hazard or immediate threat to public health. To the extent that notice of an emergency inspection is reasonable under the circumstances, the enforcement agency shall provide notice to a permitholder before an emergency inspection. The scope of emergency inspection shall be limited in duration and scope to address the facts giving just cause that the microenterprise home kitchen operation poses a serious hazard or immediate threat to public health.

(b) The enforcement agency shall only inspect the permitted area of the microenterprise home kitchen operation for the purpose of enforcing or administering this part.

(c) The enforcement agency may seek recovery from a microenterprise home kitchen operation of an amount that does not exceed the enforcement agency's reasonable costs of inspecting the microenterprise home kitchen operation for compliance with this part if the microenterprise home kitchen operation is found to be in violation of this part.

*(Repealed and added by Stats. 2019, Ch. 536, Sec. 7. (AB 377) Effective October 7, 2019.)*

### 114367.4.

## 6.1 MEHKO Presentation

(a) (1) A city, county, or city and county shall not prohibit the operation of, require a permit to operate, require a rezone of the property for, or levy any fees on, or impose any other restriction on, a microenterprise home kitchen operation in any residential dwelling for zoning purposes. A microenterprise home kitchen operation shall be a permitted use of residential property in any residential dwelling for zoning purposes if the microenterprise home kitchen operation complies with both of the following criteria:

(A) Abstain from posting signage or other outdoor displays advertising the microenterprise home kitchen operation.

(B) Be in compliance with applicable local noise ordinances.

(2) This subdivision does not supersede or otherwise limit the investigative and enforcement authority of the city, county, or city and county with respect to violations of its nuisance ordinances.

(b) The use of a residence for the purposes of a microenterprise home kitchen operation shall not constitute a change of occupancy for purposes of the State Housing Law (Part 1.5 (commencing with Section 17910) of Division 13), or for purposes of local building and fire codes.

(c) A microenterprise home kitchen operation shall be considered a residence for the purposes of the State Uniform Building Standards Code and local building and fire codes.

*(Amended by Stats. 2019, Ch. 497, Sec. 170. (AB 991) Effective January 1, 2020.)*

### **114367.5.**

(a) A person delivering food on behalf of a microenterprise home kitchen operation with a permit issued pursuant to Section 114367.2 shall be an employee of the microenterprise home kitchen operation or a family member or household member of the permitholder.

(b) (1) Except as provided in paragraph (2), food produced in a microenterprise home kitchen operation shall not be delivered by a third-party delivery service.

(2) (A) Food produced in a microenterprise home kitchen operation may be delivered by a third-party delivery service to an individual who has a physical or mental condition that is a disability which limits the individual's ability to access the food without the assistance of a third-party delivery service.

(B) A microenterprise home kitchen operation or an internet food service intermediary that offers or facilitates food delivery pursuant to subparagraph (A) shall do all of the following:

(i) Record and maintain a record of the number and dates of food deliveries made pursuant to subparagraph (A). A microenterprise home kitchen operation shall make the record available to an enforcement agency pursuant to any inspection authorized pursuant to Section 114367.3. An internet food service intermediary shall make the record available to an enforcement agency upon request.

(ii) Clearly and conspicuously post on its internet website or mobile application alongside any mention of third-party delivery options a notice that a third-party delivery service is prohibited from delivering food except to an individual who has a physical or mental condition that is a disability which limits the individual's ability to access the food without the assistance of a third-party delivery service.

(C) Food delivery by a third-party delivery service pursuant to subparagraph (A) does not apply to dine-in meals sold for consumption on the premises of a microenterprise home kitchen or to cooking classes or demonstrations.

*(Amended by Stats. 2019, Ch. 536, Sec. 8. (AB 377) Effective October 7, 2019.)*

### 114367.6.

(a) An internet food service intermediary that lists or promotes a microenterprise home kitchen operation on its internet website or mobile application shall meet all of the following requirements:

- (1) Be registered with the department. A registration, once issued, is nontransferable. A registration shall be valid only for the person and type of business specified by that registration, and unless suspended or revoked for cause by the department.
- (2) Prior to the listing or publication of a microenterprise home kitchen operation's offer of food for sale, clearly and conspicuously post on its internet website or mobile application the requirements for the permitting of a microenterprise home kitchen specified in this chapter, which shall be written at the high school level and be provided by the department.
- (3) Clearly and conspicuously post on its internet website or mobile application the fees associated with using its platform and fees associated with third-party delivery service pursuant to paragraph (2) of subdivision (b) of Section 114367.5 in a manner that allows both the consumer and the microenterprise home kitchen operation to see and understand the amount being charged for the services provided by the internet food service intermediary. The internet food service intermediary shall notify the microenterprise home kitchen operation of any changes to these fees exceeding a 2-percent increase in writing and no later than one month before the changes take effect.
- (4) Clearly and conspicuously post on its internet website or mobile application whether or not it has liability insurance that would cover any incidence arising from the sale or consumption of food listed or promoted on its internet website or mobile application.
- (5) Provide a dedicated field on its platform for a microenterprise home kitchen operation to post the permit number and the name of the enforcement agency that issued the permit.
- (6) Clearly and conspicuously post on its internet website or mobile application how a consumer can contact the internet food service intermediary through its internet website or mobile application if the consumer has a food safety or hygiene complaint and a link to the department's internet website that contains information for how to file a complaint with the enforcement agency.
- (7) Submit the name and permit number of a microenterprise home kitchen operation to the enforcement agency that issued the permit to the microenterprise home kitchen operation if the internet food service intermediary receives, through its internet website or mobile application, three or more unrelated individual food safety or hygiene complaints in a calendar year from consumers that have made a purchase through its internet website or mobile application. The internet food service intermediary shall submit this information to the enforcement agency within two weeks of the third complaint received.
- (8) If it is notified by the enforcement agency of significant food safety related complaints from a verified consumer that has made a purchase through its internet website or mobile

## 6.1 MEHKO Presentation

application, submit to the enforcement agency the name and permit number of the microenterprise home kitchen operation where the food was purchased, and a list of consumers who purchased food on the same day from that microenterprise home kitchen operation through its internet website or mobile application.

(9) Prior to the listing or publication of a microenterprise home kitchen operation's offer of food for sale, obtain consent from the microenterprise home kitchen operation to make the disclosures to government entities required pursuant to this section.

(10) Shall not permit the use of the word "catering" or any variation of that word in a listing or publication of a microenterprise home kitchen operation's offer of food for sale.

(11) Shall not use, or knowingly facilitate the use of, a third-party delivery service for food produced by the microenterprise home kitchen operation, except as authorized pursuant to paragraph (2) of subdivision (b) of Section 114367.5.

(b) For purposes of this chapter, an "internet food service intermediary" means an entity that provides a platform on its internet website or mobile application through which a microenterprise home kitchen operation may choose to offer food for sale and from which the internet food service intermediary derives revenues, including, but not limited to, revenues from advertising and fees for services offered to a microenterprise home kitchen operation. Services offered by an internet food service intermediary to a microenterprise home kitchen operation may include, but are not limited to, allowing a microenterprise home kitchen operation to advertise its food for sale and providing a means for potential consumers to arrange payment for the food, whether the consumer pays directly to the microenterprise home kitchen operation or to the internet food service intermediary. Merely publishing an advertisement for the microenterprise home kitchen operation or food cooked therein does not make the publisher an internet food service intermediary.

(c) (1) A microenterprise home kitchen operation that advertises to the public, including, but not limited to, advertising by website, internet, social media platform, newspaper, newsletter, or other public announcement, shall include all of the following within the advertisement:

(A) Name of the enforcement agency that issued the permit.

(B) Permit number.

(C) Statement that the food prepared is "Made in a Home Kitchen" in a clear and conspicuous font and location within a written advertisement and an audible and comprehensible manner in a verbal advertisement.

(2) A microenterprise home kitchen operation shall not use the word "catering" or any variation of that word in an advertisement relating to the microenterprise home kitchen operation's offer of food for sale.

*(Amended by Stats. 2019, Ch. 536, Sec. 9. (AB 377) Effective October 7, 2019.)*



## Planning Commission Staff Report

January 22, 2026

PC Exhibit 1

**Project:** Blake GPA/ZA  
**File:** 1705  
**Staff Rec. No.:** 1241  
**Request:** General Plan-Zone Amendment; and Williamson Act Contract Amendment  
**Location:** 222 Lemmon Canyon Road, Sierraville  
**APN:** 018-030-005 & 018-030-006  
**Planner:** Corri Jimenez

### Property Owner

Lucy Blake  
P.O. Box 326  
Sierraville, CA 96126

### Applicant

Same

### 1. Staff Recommendation

Staff recommends that the Planning Commission recommend *approval* of the project to the Board of Supervisors to amend the Sierra County General Plan and rezone 562 ac. from General Forest to Timber Production Zone (TPZ). Additionally, the Blake Williamson Act contract (92-032) will need to be amended to reduce the affected acreage from ±1,400 acres to 878 acres (see **PC Exhibit 2-3**).

### 2. Project Description

The Applicant is requesting three (3) entitlements:

- **General Plan Amendment** [Agriculture → Forest]
- **Zone Amendment** [General Forest → TPZ]
- **Williamson Act Contract 92-023 Amendment**, removing 562 ac. of proposed TPZ lands.

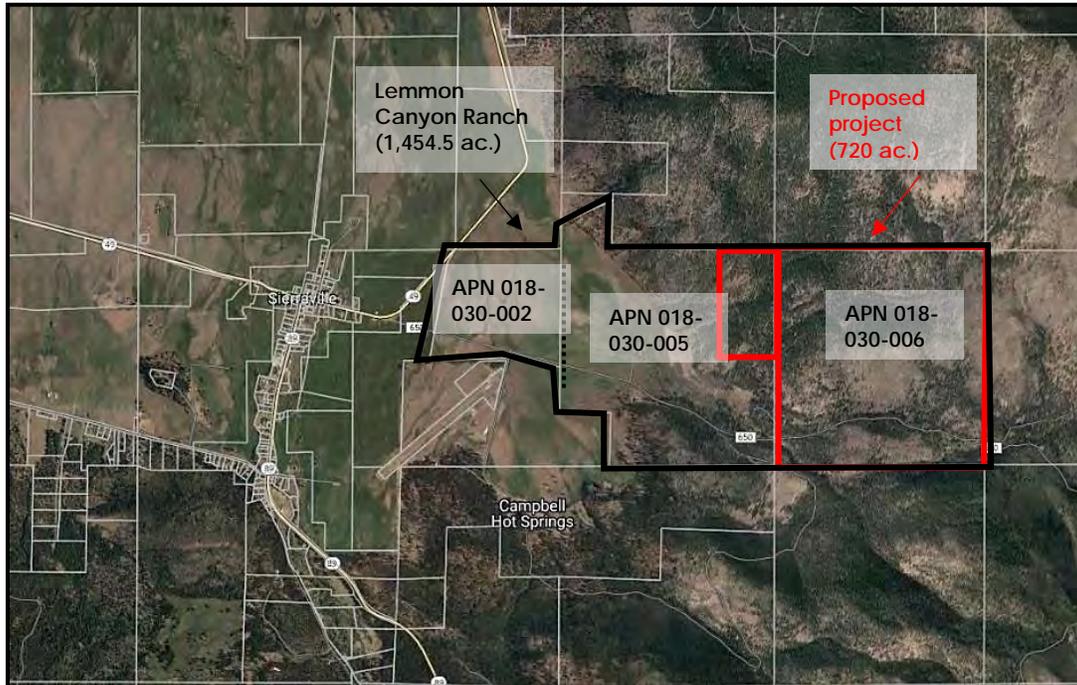
The proposed project involves a General Plan Amendment to convert a 640-acre parcel and an 80-ac. portion of a 620-ac. parcel, both designated as "Agriculture" in the Sierra County General Plan (1996) into "Forest" to rezone 562 ac. from General Forest into the Timber Production Zone (TPZ) District. The parcels are in a Williamson Act contract, which will need to be amended. The Planning Commission shall conduct a public hearing and make a recommendation to the Board of Supervisors on the proposed General Plan Amendment/Zone Amendment. The Williamson Act contract amendment will be recommended to the Board of Supervisors, in accordance with the procedures established in Board Resolution No. 2000-137.

### 3. Setting and Background

The project site is the Lemmon Canyon Ranch located at 222 Lemmon Canyon Road, about a half mile east of the community of Sierraville, off Highway 49 and north of the Sierra Hot Springs resort (see **Figure 1**). The proposed project area involves two distinct parcels (APN 018-030-005 and 018-030-006) as part of a large ranch that totals ±1,454.5 acres. The area proposed to be rezoned into the Timber Production Zone (TPZ) is vacant and undeveloped as forested hillside on

the edge of the Sierra Valley floor; only 562 ac. portion of the larger ranch is proposed to be rezoned into TPZ.

As a large ranch, there is a single-family residence used as a short-term rental property (Permit #STR-005), two 1870s heavy timber-framed barns associated with the Lemmon-Blinman Ranch (located on APN 018-030-005, and an agricultural well (Permit #03007) located on this parcel, added in 2003—all outside the proposed project area (see **Figure 1**).



**Figure 1. Lemmon Canyon Ranch Map** (Sierra Co. GIS/Google Earth). Proposed Project area in **red** and the **black** outline area is the total area owned by the applicant, included in the Williamson Act contract.

Gifford & Edith Webber ran a cattle ranch on the property in 1976 and placed over 3,040 ac. into California Land Conservation (“Williamson Act”) contracts (77-1 and 77-7) that includes the 720-acre project area. These two contracts were amended later when the larger ranch was divided up among adjacent ranchers. The applicant, Lucy Blake, bought the property in 1988 and in 1992, she amended the existing contracts and entered it into a new Williamson Act contract (92-032) (see **PC Exhibit 4**).

On November 15, 2010, the applicant placed the two parcels under a conservation easement, which is held by Pacific Forest Trust, Inc. (see **PC Exhibit 5**). In 2014, Registered Forester Danielle Bradfield wrote a Forest Management Plan for the applicant, a requirement to add land into the TPZ (see **PC Exhibit 6**).

In April 2022, the applicant applied to rezone portions of her ranch from General Forest into TPZ. The project was set for the January 12, 2023 Planning Commission meeting but was quickly put on hold by the applicant. Staff had determined that not all the proposed land met the minimum qualifications to be rezoned TPZ as “Site Class III” or better-quality timberland. The applicant asked for her project to be put on hold for additional analysis from her forester. The property was re-studied, and a more detailed survey was conducted identifying only these portions of the property that met the standards for TPZ land as a rezone. The verdict of the new study is presented in this staff recommendation as **PC Exhibit 3** and below **Figure 3**.

Existing General Plan land use and Zoning districts for the site and surrounding vicinity follow:

	Existing Use	General Plan	Zoning
<b>Subject Site</b>	Forest Management/Grazing	Agriculture	General Forest
<b>North</b>	Forest/USFS	Forest	General Forest
<b>South</b>	Sierra Hot Springs Resort	Forest	General Forest
<b>East</b>	Forest	Forest	General Forest
<b>West</b>	Farmland-Grazing	Agriculture	Agriculture

Table 1—Adjacent parcels zoning and General Plan designation.

#### 4. Analysis and Findings

##### 4.1 General Plan Analysis

Initially, it was believed that the proposed rezone from General Forest to Timber Production Zone was thought to be is compatible and consistent with the underlying General Plan (1996) land use designation, which is “Forest.” However, the Sierra County General Plan, upon closer analysis, records the proposed project area as “Agriculture,” visible as a hatched area (see **Figure 2**). It is unclear why this area was designated in the General Plan as “Agriculture,” even though it appears to be a forested hillside area. This apparent mapping discrepancy may have been due to limited technology and aerial imagery at the time. The General Plan was last updated in 1996, when, in fact, the entire ranch was under a Williamson Act contract. It is believed that this fact was overlooked when the General Plan was being updated.



Figure 2. General Plan Map (1996). Note, White Dashed area is the proposed project area.

The applicant is therefore proposing to amend the Sierra County General Plan from “Agriculture” to “Forest” on an 80-ac. portion of APN 018-030-005, and the entire 640 ac. sectional parcel of APN 018-030-006, equaling a total of 720 ac. By amending the General Plan, the project area will accurately reflect its real land use as forested land and be compatible with both the existing zone (General Forest District) and the proposed zoning (TPZ). Everything north, east, and south around the project area is identified in the General Plan as “Forest,” and only lands west of the project area will remain designated as “Agriculture” (see **Figure 2**). This General Plan Amendment will

better reflect the actual character of the natural resources (timberland instead of agricultural land) and will allow it to be rezoned into TPZ, as desired.

When comparing the General Plan land use policies for "Agriculture" vs. "Forest," both cite similar goals as "resource protection," just with a differing resource under protection. Both include resource viability, resource management, extraction activities, and location outside the community areas, plus the exclusion of urban development (General Plan, pgs. 1-73 to 1-75).

Staff notes the resource protection policies for both Agriculture and Forest are similar and the proposed General Plan amendment will have no significant impact or change to the allowable land uses within this project area. The main distinctions are between forestry and logging compared to other growth and harvesting of other kinds of agricultural food and fiber. In addition, the General Plan's Land Use Goal #2 states, "provide that area outside of Community Influence Areas be maintained for natural resource industry growth and enhancement, for protection of the County's rural lifestyle, and for protection of environmental quality" (General Plan, 1-51). This General Plan amendment will meet this goal. Staff determines the proposed General Plan change as a good fit for the proposed rezone into TPZ, as well as desirable land uses for this area, and compatible with surrounding land uses.

#### 4.2 Zoning Analysis

The original proposed project, submitted in 2022, represented an 80-ac. portion of a 632.60 ac. parcel (APN 018-030-005) and the entire adjacent 640-ac. sectional square (018-030-006), which totaled 720 ac. (see **Figures 3-4**). The project area is currently zoned General Forest District (GF), and (portions of) the land qualifies to go into the Timber Production Zone (TPZ), after the General Plan Amendment is approved. The applicant/landowner initially stated in her zone amendment application:

We are requesting a zone amendment for 720 acres from General Forest to TPZ because it is consistent with the use of this property. There are no structures on this acreage and the land is used solely for timber production and low impact recreation. Timber harvest is consistent with the performance goal specified in the easement on the property...This zone change is compatible with surrounding properties and accurate for the intended use of the property.

Upon review of the applicant's Timberland Management Plan, the entire 720 acres proposed to be rezoned into TPZ did not meet the required timberland Site Class III or better specifications in both the county's TPZ ordinance and the statute of the Timberland Production Act of 1982. Only 562 acres are eligible to be rezoned into TPZ. TPZ as a zoning district has permitted uses that principally include management of the land and forests for commercial production and harvesting of forest products (see Sierra County Code §15.12.310(D)). The geographic area surrounding the proposed project area, which is predominantly owned by the U.S. Forest Service, is also compatible with the timber harvesting industry.

Since January 2023, staff have been communicating with the applicant and her registered forester, Danielle Bradfield, to get adequate maps that reflect the TPZ requirements that can sustainably harvest trees and the exact acreage that was eligible to be rezoned. In November 2025, Ms. Bradfield provided the necessary information to move forward with the application, and for staff to support a recommendation of approval. The revised zone amendment map reflecting this more detailed analysis and newly proposed "split" zoning, is depicted in **Figure 5** below. Staff agrees that rezoning from GF to TPZ is compatible specifically for timber harvesting, which is what the applicant is proposing. However, the requested acreage in the applicant's original application for 720 ac. was revised by the applicant's forester to reflect what was actually eligible (aka 562 ac.) (see **Figure 5**).

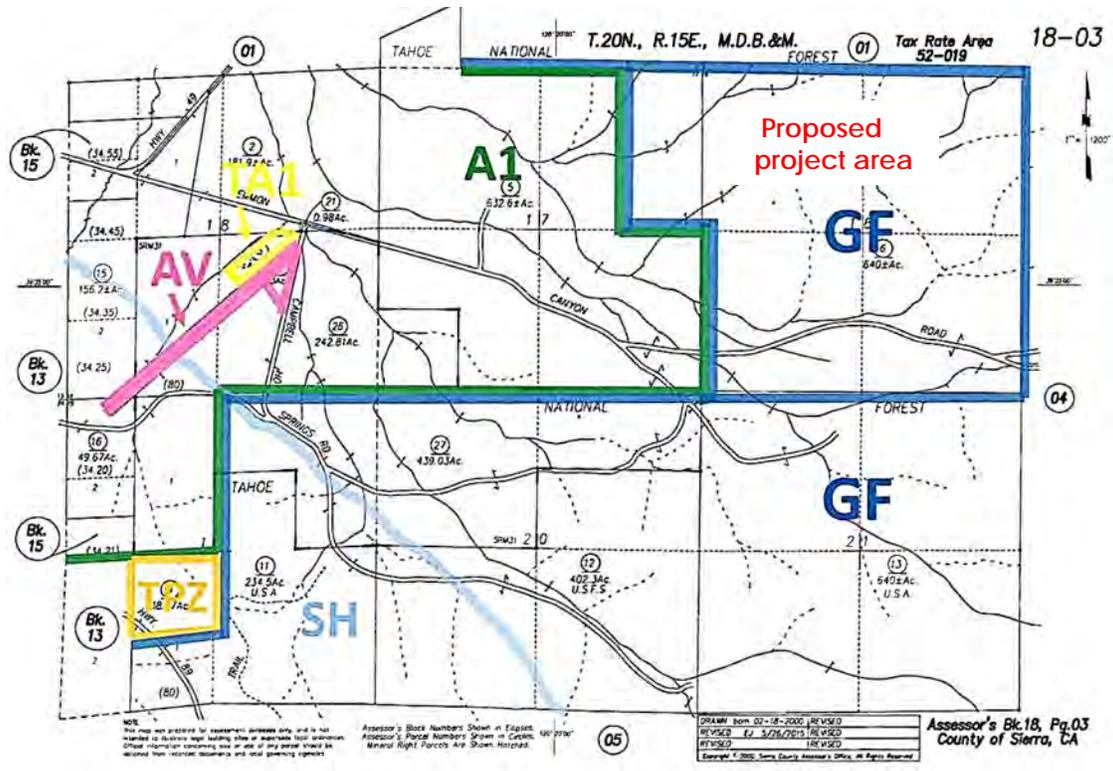


Figure 3. Existing Zoning.

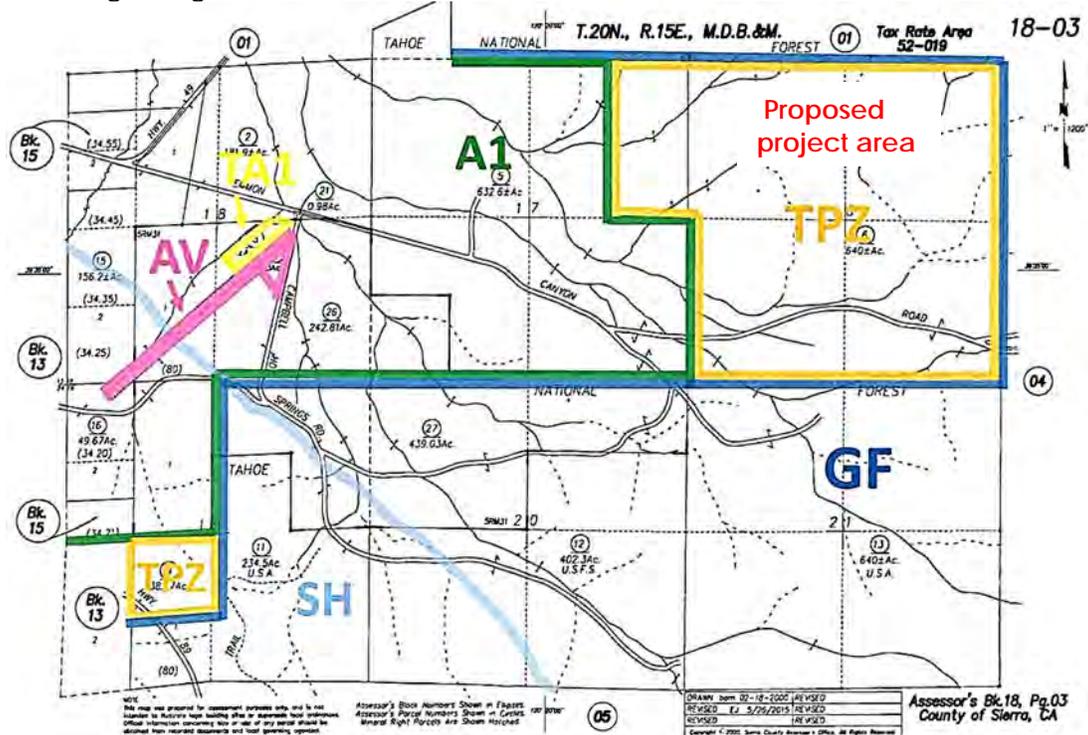


Figure 4. Previous Proposed Zoning, per Applicant's original application.

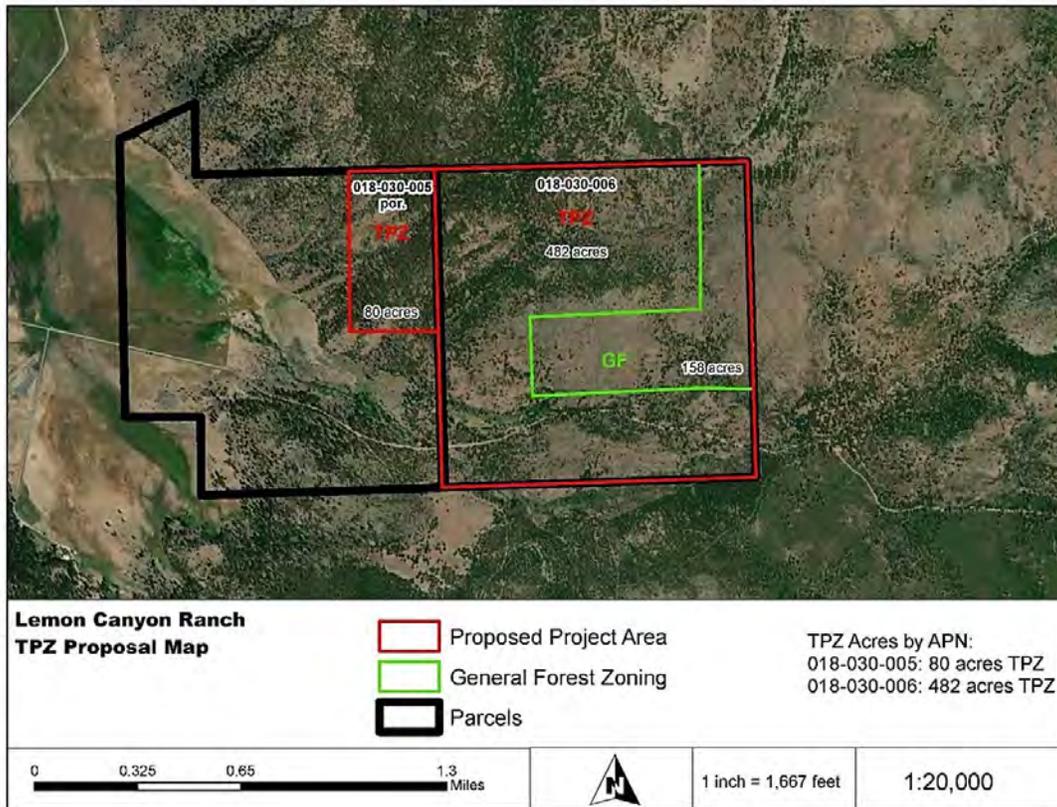


Figure 5. Proposed TPZ map (Source: Danielle Bradfield, Registered Forester) (see PC Exhibit 3).

#### 4.3 Timber Production Zone (TPZ), per SCC 15.12.310(l)

For the TPZ District, there are certain parcel qualifications that are included in Sierra County Code §15.12.310(l). There are six (6) findings that need to be met to qualify to be rezoned into TPZ:

*Finding 1: The land shall be site quality Class III or higher according to the rating classification of the State Board of Forestry.*

Evidence: The applicant's Registered Forester, Danielle Bradfield, surveyed the project area for site-qualified Class III or higher timberland in 2014, as well as provided staff with a detailed map in November 2025 of what she recommended to be rezoned into TPZ (see **Figure 5**). Within the 720-ac. project area, 562 ac. are eligible to be in TPZ.

*Finding 2: The land shall meet or exceed minimum parcel size specified by this title [i.e., min. 80 ac.].*

Evidence: Per the TPZ requirements, the qualified land to be included in TPZ exceeds the minimum acreage and includes an 80-ac. portion of APN 018-030-005 and a 482-ac portion of APN 018-030-006, totaling 562 acres (see **Figure 5**). It should be noted that within the proposed 80-acre portion of APN 018-030-005, there is an "island" of approximately 10 acres that may not strictly meet the "Site Class III" requirements; but after further review and discussion, staff is of the opinion that it would be preferable to zone this portion as TPZ rather than carve out a small 10-ac. area to be split-zoned General Forest plus difficult to delineate on zoning maps. Ms. Bradfield, who is also under contract as the Sierra County Forester, concurred with staff on this decision. On the larger adjacent 640-ac. parcel (APN 018-030-006), Ms. Bradfield calculated that 482 ac. qualified as Class III or better; therefore,

staff's recommendation is that 158 ac. would remain in General Forest and not be rezoned into TPZ. If the property is rezoned from GF into TPZ, the proposed project is compatible with this finding (see **Section 4.5** below).

***Finding 3:** The existing uses shall be compatible, permitted, or conditional uses as set forth in this chapter.*

Evidence: The existing uses, as forest land, are compatible with the current zoning district, "General Forest," and the surrounding parcels located north, east, and south of the property.

***Finding 4:** The parcel shall meet the timber stocking standards as set forth in Cal. Pub. Res. Code §4561 and the forest practice rules adopted by the State Board of Forestry for the district in which the parcel is located, or the owner must sign an agreement with the Board to meet such stocking standards and forest practice rules by the fifth anniversary of the signing of such agreement. If the parcel upon the fifth anniversary of the signing of such agreement, has been determined by the Board not to meet the sticking standards in effect on the date that the agreement was signed, the Board shall immediately rezone the parcel and specify a new zone for the parcel, which is in conformance with the county general plan and whose primary uses are other than timberland.*

Evidence: On January 14, 2026, the applicant provided staff justification via email per the Forest Management Plan that states, "an area covered by a timber harvesting plan shall be classified as acceptably stocked if either of the following conditions exist within five years after completion of timber operations: The average stocking rate of trees needs to have an average point count of 300 per acre with trees less than 4in dbh counting as 1 point, and trees between 4-12in dbh counting as 3 points, and trees 12+in as 6 points. OR The average residual basal area, measured in stems one inch or larger in diameter is at least 85 square feet per acre, except that in areas that the registered professional forester who prepares the timber harvesting plan has determined are site II classification or lower, the minimum average residual basal area shall be 50 square feet per acre."

Additionally, the applicant stated, "These conditions are true for the area that is specified to become TPZ. Growth data for the Lemon Canyon Ranch was gathered via increment core samples from each diameter group. The samples were analyzed to determine the periodic annual increment of the stands. The periodic growth rate was calculated at 205 board feet per acre per year. As described in the Lemon Canyon Ranch Forest Management Plan the basal area of the merchantable stands at Lemon Canyon ranch range from 140-215 square feet of basal area per acre, greatly exceeding the minimum required standard of 85 square feet per acre."

***Finding 5:** A plan for forest management of the parcel shall be prepared or approved as to content by a registered professional forester. Such plan shall provide for the eventual harvest of timberland within a reasonable period of time as determined by the registered professional forester.*

Evidence: Per the TPZ requirements, the applicant hired a professional registered forester, Danielle Bradford, who wrote a Timber Management Plan in 2014 (see **PC Exhibit 6**).

***Finding 6:** The owner of the parcel shall accomplish or be in the process of accomplishing any three of the following:*

- a. *Conducted commercial harvesting operations on the property.*
- b. *Provide legal and physical access to the property so commercial operations can be carried out.*
- c. *Located the boundaries of the property.*

- d. *Conducted disease or insect control work on the property.*
- e. *Performed thinnings, slash disposal, pruning and other appropriate silvicultural work on the property.*
- f. *Developed a fire protection system on the property or has a functioning fire protection plan.*
- g. *Provided for erosion control on existing roads and skid trails, and has maintained existing roads.*
- h. *Planted a significant portion of the unstocked areas of the parcel.*

Evidence for Finding (a): The applicant provided no knowledge if commercial harvesting operations have been conducted.

Evidence for Finding (b): On January 14, 2026, the applicant provided staff justification via email that states, "USFS Road 650, a seasonal public road, provides the main access to the ranch ownership. The Lemon Canyon Ranch ownership contains approximately 3.5 miles of additional private roads that are seasonal roads with native surface. These roads were improved approximately 5 years ago by improving stream crossings and removing vegetation to facilitate access. The 3.5 mile road network within the Lemon Canyon Ranch ownership is sufficient for current and future forest management activities. These roads have historically been used for commercial logging operations."

Evidence for Finding (c): On January 14, 2026, the applicant provided staff justification via email that states, "Property corners for the Lemon Canyon Ranch ownership have been established through previous legal land surveys. The Property partially borders the U.S. Forest Service's Tahoe National Forest to the north and south, and is fully bordered by Forest Service lands to the east; the Property partially borders private lands to the north and south, and is fully bordered by private lands to the west."

Evidence for Finding (d): On January 14, 2026, the applicant provided staff justification via email that states, "The property is regularly monitored for insect outbreaks. In 2021 a small grouping of Jeffrey Pine was found to be affected by Western Pine beetles. The affected trees were cut, sectioned, and tarped on site. The trees were kept tarped for over one year to destroy any beetle larvae or eggs. The outbreak was contained with remaining trees in the surrounding area now showing no beetle damage."

Evidence for Finding (e): On January 14, 2026, the applicant provided staff justification via email that states, "Thinning and pruning in sequential forested areas of the property were conducted 2014-2020. Future conditions conducive to the establishment of natural regeneration are planned to be created through proposed precommercial thinning operations."

Evidence for Finding (f): On January 14, 2026, the applicant provided staff justification via email that states "In accordance with the ranch's Forest Management Plan, fire protection practices aim to reduce the horizontal and vertical continuity of fuels. Native surface fuels, including sage, Greenleaf manzanita, and down trees, along with other ladder fuels such as small, suppressed trees, are reduced via removal for the purposes of fuels reduction. On the Ranch ownership, the current fuels risk is the significant ladder fuels composed of suppressed and intermediate trees, created through overly dense conifer stocking. These fuels will be reduced during pre-commercial thinning activities, which will target suppressed and intermediate trees for removal, leaving the largest, most fire resilient trees of the best phenotype in the residual stand. More specifics on the ranch's fire protection plan can be found beginning on page 35 of the Forest Management Plan."

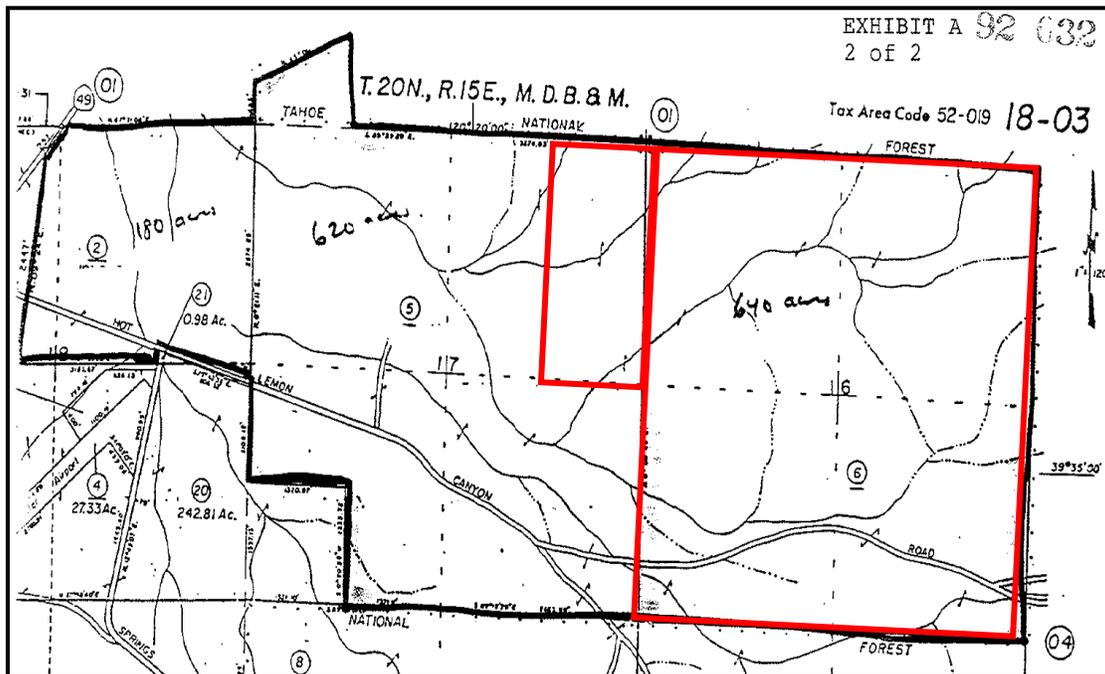
Evidence for Finding (g): On January 14, 2026, the applicant provided staff justification via email that states, "As described in the Forest Management Plan, Surface erosion following equipment use shall be abated by installation of standard waterbars on any tractor road or private road utilized by the equipment during site preparation. To prevent surface erosion within the ownership, all roads and tractor roads utilized as part of operations will have water bars installed. Soil compaction within the ownership will be avoided by not allowing equipment operations during saturated soil conditions. Further, the operating surface of logging roads and landings shall be utilized only when stable. Stable operating surface means that the logging road or landing surface does not either (1) generate waterborne sediment in amounts sufficient to cause a turbidity increase in drainage facilities that discharge into Class I, II, III, or IV waters or, that is visible or would violate applicable water quality requirements; or 2) channel water for more than 50 feet that is discharged into Class I, II, III, or IV waters. This restriction applies to the entire operating period.

Evidence for Finding (h): The applicant has not started the process of planting on the parcels.

#### 4.4 Williamson Act Contract Analysis

The proposed project area is within an existing Williamson Act contract (92-032) approved by the Board of Supervisors on February 18, 1992 (see **PC Exhibit 4**). The contract was for "approximately 1,440 ac.," but more precisely mapped as 1,454.5 ac. (see **Figure 6**).

In accordance with Sierra County Board of Resolution 2000-137, local policies and procedures for implementing the Williamson Act program in Sierra County, only the Board of Supervisors may amend a Williamson Act contract, in addition, the Board of Supervisors shall do the following after receiving a report and recommendation from the Open Space Screening Committee (OSSC); and, after proper notice, has conducted a public hearing on the proposed alteration; and, after finding that the proposed action is in the public interest and is consistent with the Land Conservation Act, the Farmland Security Zone program, and this policy (Resolution 2000-137), render its decision whether or not to amend the contract.



**Figure 6. Existing Williamson Act map (Contract 92-032). Proposed project area in red.**

In 2022, the applicant initially requested to put 720 ac. into Timber Production Zone; however, only 562 ac. qualified (see above **4.3 Timber Production Zone**). Ultimately, lands rezoned as TPZ should be removed from the existing Williamson Act contract. Staff concurs that the amended project area, whether it be for agricultural land in a Williamson Act contract or harvesting timber land zoned TPZ, is compatible uses that provide for resource protection and extraction. After the rezone into TPZ, the resulting acreage held in the Williamson Act contract will be ±878 ac., which exceeds the minimum 160 ac. size for grazing under Resolution 2000-137.

Last, staff met on January 5, 2026, with Sierra County's Open Space Screening Committee (OSSC) to discuss amending the existing Williamson Act contract. The Committee recommended per Governmental Code §51236 to have the applicant petition and cancel the existing contract and enter a new Williamson Act contract with the County. Staff has communicated with the applicant that a petition is required to rezone the acreage into TPZ. Per the Government Code §51246, TPZ land cannot be included in a Williamson Act contract; therefore, a new contract will need to be approved by the Board of Supervisors.

#### *4.5 Environmental Analysis*

Per California Senate Bill 18, Government Code §65352.3 and §65352.4, all General Plan Amendments require the lead agency to consult with Native American tribes within the project area. On May 31, 2022, staff commenced the 90-day tribal consultation (SB-18) process for the General Plan Amendment component of the project. Staff contacted the Native American Heritage Commission (NAHC), requesting a list of Native American tribes in the project area.

On June 1, 2022, the NAHC responded they had received staff's request and estimated a response to the county within 6-8 weeks with a list of Native American tribal contacts in the project area. On July 14, 2022, staff received a formal list of contacts (see **PC Exhibit 7**). This list included six (6) contacts associated with four (4) Native American Tribes. On August 1, 2022, staff routed the proposed project to these four Native American Tribes and requested if they wished to consult (see **PC Exhibit 8**). These tribes included the Greenville Rancheria of Maidu Indians, Tsi Akim Maidu, Washoe Tribe of Nevada and California, and Nevada City Rancheria Nisenan. Staff received no response as formal comment to consult on the proposed project.

In addition to requesting Native American tribal consultation with local tribes and the NAHC, the proposed project was routed to over twenty-eight (28) commenting agencies and county departments between August 1, 2022 to August 15, 2022 (see **PC Exhibit 9**). Staff received "no comment" responses from Sierra County agencies that include Department of Public Works, Treasurer-Tax Collection, Environmental Health Department, County Forester, County Surveyor, Sierra County Historical Society, and the Sierra County Fire Safe Council. AT&T also provided "no response" comments. Staff routed the project to the Northeast Information Center (NEIC) and received a short report back indicating there were no known historic or prehistoric resources within the project area. It should be noted that there was a cultural resource survey done by the applicant's forester, Danielle Bradfield, which was a part of the Timber Management Plan and archaeological resources were located.

Since no governmental agencies indicated concerns over the proposed project, staff feels the project is adequately vetted under both CEQA and county procedures that the preliminary determination that the project is exempt under CEQA from further environmental review is appropriate.

The proposed project overall is statutory exempt under CEQA per California Government Code §51119.5 as parceled land being rezoned into the Timber Production Zone District (see **4.4 Timber Production Zone**). In addition, the project is statutory exempt per the "common sense" exemption found in CEQA Guidelines §15601(b)(3). With no comments of concern from either Native American Tribes or any federal, state, local, or non-governmental commenting agencies, staff

concludes there is no substantial evidence on the record that the proposed project may have a significant adverse effect on the environment.

## 5. Staff Recommendations

Staff recommends that the Planning Commission take the following actions:

- A. Adopt the Analyses and Findings contained in this staff report.
- B. Find that a statutory exemption under Governmental Code Section 51119 and “Common Sense” exemption found in CEQA Guidelines Section 15601(b)(3) is appropriate under CEQA for this project.
- C. Recommend that the Board of Supervisors approve the GPA/ZA and Williamson Act contract amendment as presented in the application, subject to the following conditions of approval:
  1. Applicant/Owner is responsible for paying all appropriate fees charged by the County and other Special Districts and agencies providing services in the processing of this entitlement. Payment of any outstanding balance in excess of the initial processing deposit collected with the original application shall be made prior to the recordation of the General Plan Amendment/Zone Amendment/Williamson Act contract amendment.

## 6. Summary

Planning staff has reviewed the applicant’s request for a General Plan Amendment, Zone Amendment, and Williamson Act Contract amendment. The project has been analyzed for compliance with the policies and goals of the Sierra County General Plan, the Zoning Code, and the California Environmental Quality Act. The project is compatible with the surrounding land use and will not have a significant impact on the environment. Staff recommends approval of the proposed project, as amended, and presented in this staff report.

## 7. Recommended Motion

Should the Planning Commission agree with staff’s recommendation, the following motion is suggested:

*“I move that the Planning Commission recommend approval to the Board of Supervisors of the Blake General Plan Amendment/Zone Amendment project, as amended, consistent with staff report and recommendation 1241, and adopt the findings contained therein.”*

## 8. PC Exhibit Index

- |              |   |
|--------------|---|
| PC Exhibit 1 | Staff Report, Staff Recommendation #1241.   |
| PC Exhibit 2 | Draft Planning Commission Resolution, 2026-__.  |
| PC Exhibit 3 | Timber Production Zone Map, Lemmon Canyon Ranch, provided by Danielle Bradfield, November 2025. |
| PC Exhibit 4 | California Land Conservation/Williamson Act contract, Blake 92-032, approved February 18, 1992. |
| PC Exhibit 5 | Pacific Forest Trust LLC conservation easement deed, approved on November 29, 2010.             |
| PC Exhibit 6 | Timber Management Plan, Danielle Bradfield (2014), minus sensitive archaeological information.  |
| PC Exhibit 7 | Native American Heritage Commission and Tribal contact response letters, August 1, 2022.        |
| PC Exhibit 8 | Sierra County Early Routing to Commenting Agencies, August 1, 2022.                             |

**PLANNING COMMISSION  
COUNTY OF SIERRA  
STATE OF CALIFORNIA**

**RESOLUTION NO. 2026-**

**IN THE MATTER OF RECOMMENDING TO  
THE BOARD OF SUPERVISORS APPROVAL OF A  
GENERAL PLAN AMENDMENT AND ZONE AMENDMENT  
OF A PORTION OF APN 018-030-006 AND APN 018-030-005  
INTO TIMBER PRODUCTION ZONE**

**WHEREAS**, pursuant to Sierra County Code Sections 21.05.040 and 15.32.020(A), the Sierra County Planning Department received applications for a General Plan Amendment and Zone Amendment from property owner, Lucy Blake, requesting to amend the General Plan land use designations from Agriculture to Forest on an 80 ac. portion of APN 018-030-005 and the entire parcel of APN 018-030-006; and to rezone 562 acres from General Forest (GF) District into Timberland Production Zone (TPZ) District; and

**WHEREAS**, the proposed project is located on real property outside the community influence area of Sierraville, at 222 Lemmon Canyon Road, Sierraville in unincorporated Sierra County; and,

**WHEREAS**, the parcels in question are part of an existing California Land Conservation Act “Williamson Act” Contract (no. 92-032) covering approximately 1,455 acres; and the Williamson Act Contract is proposed to be amended to remove the lands proposed for TPZ out of said contract, concurrent with this action if approved by the Board of Supervisors; and,

**WHEREAS**, the same property is also restricted by a Conservation Easement held by The Pacific Forest Trust (Sierra County Doc. # 2010155316); but this conservation easement does not prohibit or significantly inhibit the growing and harvesting of timber, and the land uses constrained by this conservation easement remain compatible with the purpose and intent of both the TPZ ordinance and General Plan policies for this area; and,

**WHEREAS**, the Planning Department analyzed the proposed project for consistency with the policies of the Sierra County General Plan, the Sierra County Zoning, the California Environmental Quality Act, and all other applicable state and local regulations; and, finding that certain portions of APN 018-030-006 did not meet the minimum standards for timberland of Site Class III or better, did recommend that only 562 acres of the total 720 acres that were originally proposed, should be rezoned into TPZ; and,

**WHEREAS**, the Sierra County Planning Department consulted with the Native American Heritage Commission per Senate Bill 18 (SB18) for a minimum of 90-days beginning June 1, 2022, as well as routed the project to commenting agencies and departments between August 1 to August 15, 2022. No comments were received concurring potential environmental impacts or impacts to Native American sites or resources; and,

**WHEREAS**, the Sierra County Planning Commission on January 22, 2026, held a duly noticed public hearing as required by law, and in full and careful consideration of: the applicant’s request,

commenting agencies and public comments, Planning Department staff's report and Recommendation No. 1241, and the whole record, did determine to report and make recommendation on the proposed project to the Board of Supervisors as required by Sierra County Code Sections 15.32.040 and 21.05.050.

**NOW, THEREFORE BE IT RESOLVED** that the Sierra County Planning Commission hereby adopts the analysis and findings contained in Staff Recommendation No. 1241, including a finding that the proposed project is Statutorily Exempt from the California Environmental Quality Act (CEQA) under California Government Code Section 51119.5 and CEQA Guidelines Section 15601(b)(3) (the "common sense exemption"); and does hereby report its findings and recommendation to the Board of Supervisors that it should: (1) *approve* the proposed General Plan Amendment application on the full 720 acres identified in the application and staff report, from Agriculture to Forest land use designation; and (2) *approve in part* the application to rezone the same from General Forest (GF) District to Timberland Production Zone (TPZ), to include a portion of APN 018-030-005, consisting of 80 acres; and a portion of APN 018-030-006 consisting of approximately 482 acres of Site Class III or better timberlands, for a total of 562 acres to be zoned TPZ, as shown on the proposed Zoning Map Exhibit 3, attached hereto.

Adopted by the Planning Commission of the County of Sierra, State of California, on the 22nd day of January 2026 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

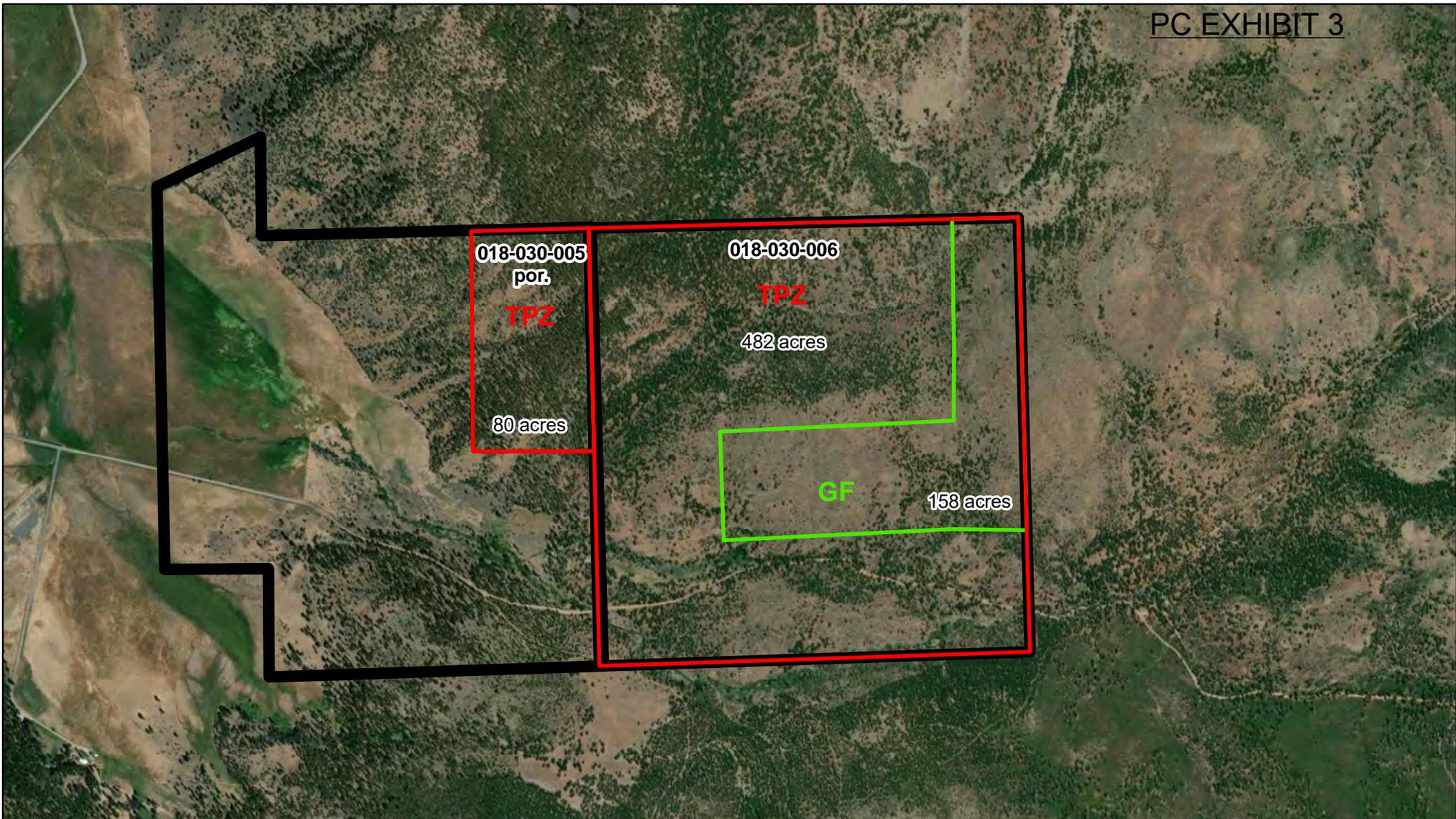
ATTEST:

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Brandon W. Pangman  
Secretary, Planning Commission

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Chair, Planning Commission



Lemon Canyon Ranch  
TPZ Proposal Map

-  Proposed Project Area
-  General Forest Zoning
-  Parcels

TPZ Acres by APN:  
018-030-005: 80 acres TPZ  
018-030-006: 482 acres TPZ



1 inch = 1,667 feet

1:20,000

BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA

IN THE MATTER OF )  
ESTABLISHING AGRICULTURAL )  
PRESERVE AND )  
AUTHORIZING EXECUTION OF )  
LAND CONSERVATION CONTRACT )

RESOLUTION NO. 92-060

WHEREAS, Lucy Blake, the owner of certain land in the County of Sierra, has requested to have such land designated as an agricultural preserve, and has submitted with such request, a properly executed contract for execution by this Board; and

WHEREAS, a public hearing on such request was duly noticed and held on February 18, 1992, and all interested persons were heard.

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF SIERRA RESOLVES as follows:

1. The Board finds that the public interest requires the establishment of an agricultural preserve under the Williamson Act comprised of all that real property situate in the County of Sierra designated by the following Assessor's Parcel Numbers: 018-030-002-0; 018-030-005-0 and 018-030-006-0 consisting of approximately 1,440 acres. The boundaries of such Assessor's parcel numbers are established as the boundaries to Agricultural Preserve Number 92-1, which is hereby established and so designated.
2. The terms of Resolution No. 77-3 of the Board, including but not limited to those pertaining to minimum acreage and compatible uses are incorporated by reference as if set forth verbatim herein.
3. The Chairman of the Board is authorized to execute Land Conservation Contract No. 92-0342.
4. The Clerk of the Board is directed to record with the County Recorder, a copy of such contract and exhibits thereto not later than twenty (20) days after the date of execution of such contract.

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RESOLUTION NO. 92-060, PAGE TWO

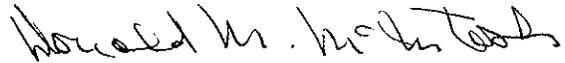
Adopted by the Board of Supervisors of the County of Sierra on the 18th day of February, 1992 by the following vote:

AYES: Supervisors McIntosh, Lewis, McCaffrey, Bowling and Gallegos

NOES: None

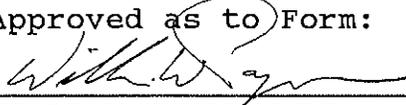
ABSTAINED: None

ABSENT: None



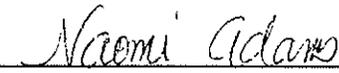
\_\_\_\_\_  
DONALD M. MC INTOSH, CHAIRMAN  
BOARD OF SUPERVISORS

Approved as to Form:

  
\_\_\_\_\_  
WILLIAM W. PANGMAN  
COUNTY COUNSEL

ATTEST:

(Seal)

  
\_\_\_\_\_  
NAOMI ADAMS  
CLERK OF THE BOARD



Upon request of Owner, County may authorize the Owner to serve a notice of nonrenewal on a portion of the subject property. Nonrenewal by the County shall be served on the "Agent For Notice," provided herein.

(3) During the term of the Contract or any renewals thereof, the subject property shall not be used for any purpose other than the production of agricultural commodities and compatible uses as listed in Exhibit "B". Owner shall be limited to such uses even though ordinances, codes or regulations of County authorize different uses. If, however, the ordinances, codes or regulations of County are more restrictive than such uses, the ordinances, codes or regulations shall prevail. Both Owner and County intend that the Contract shall not in any way limit the planning and zoning powers of County.

(4) The Board of Supervisors of County may, from time to time, and during the term of the Contract or any renewal thereof, by resolution add to those uses listed in Paragraph 3 of the Contract; provide, however, said Board shall not eliminate, without the written consent of Owner, a compatible use during the term of the Contract or any renewals thereof unless elimination of such uses has been found by said Board by ordinances, nor by State law, to be required in order to insure public health and safety.

(5) Upon the filing of an action in eminent domain by an agency or person specified in Government Code Section 51295 for the condemnation of the fee title to all the subject property or upon the acquisition of the fee in lieu of condemnation, the Contract shall be null and void on the date of filing of suit or upon the date of acquisition as to the land condemned or acquired, and the condemning or acquiring agency or persons shall proceed as if the Contract never existed.

Upon the filing of an action in eminent domain by an agency or person specified in Government Code 51295 for the condemnation of the fee title to a portion of the subject property, or upon the acquisition of the fee in lieu of condemnation, the Contract shall be null and void on the date of filing suit or upon the date of acquisition as to the portion of the subject property condemned or acquired and shall be disregarded in the valuation process only as to the land actually taken, unless the remaining portion of the land subject to the Contract will be adversely affected by the take or acquisition in which case the value of that damage shall be computed without regard to the Contract. Under no circumstances shall any of the subject property be removed from the provisions of the Contract that is not actually taken or acquired, except as otherwise provided in the Contract.

In the event a condemnation suit is abandoned in whole or in part or if funds are not provided to acquire the property in lieu of condemnation, Owner agrees to execute a new agreement for all of the property to have been taken or acquired identical to the Contract in effect at the time suit was filed or on the date the land was to have been acquired; provided, however, if a notice of nonrenewal had been given by either party prior to the filing of suit or the date the property was to have been acquired, Owner agrees to execute such a Contract for a term of as long as the Contract would have remained in effect had the condemnation suit or acquisition never taken place.

(6) It is agreed that the consideration for the execution of the Contract is the substantial public benefit to be derived by County from the preservation of land in agricultural or compatible uses and the advantage which will accrue to Owner as a result of the effect on the method of determining the assessed value of the subject property and any reduction thereto due to the imposition of limitations on its use set forth in the Contract. County and Owner shall not receive any payment in consideration of the obligations imposed herein.

(7) The Contract shall run with the land described herein and, upon division, to all parcels created therefrom, and shall be binding upon the heirs, successors and assigns of Owner. The Contract shall be transferred from County to a succeeding City or a County acquiring jurisdiction over all or any portion of subject property. If a City acquires jurisdiction over all or a portion of the subject property by annexation proceedings, the City shall succeed to all rights, duties and powers of County under the Contract; provided, however, that if the subject property or a portion thereof was within one (1) mile of the City at the time the Contract was initially executed and the City protested the execution of the Contract pursuant to Section 51243.5 of the Government Code, the City may state its intent not to succeed to the rights, duties and powers in the resolution of intention to annex. If the City states its intent not to succeed to the rights, duties and powers of County under the Contract, the Contract becomes null and void as to the subject property actually annexed on the date of annexation. If only part of the land under the Contract was within one (1) mile of the City, the Contract shall become null and void only to the extent of that part.

(8) The Contract may be cancelled, as herein provided, as to all or a part of the subject property only upon the petition of Owner to County, and after public hearing has been held and notice thereof given as required by Section 51284 of the Government Code. The Board of Supervisors of County may approve the cancellation only if they find cancellation is not inconsistent with the purposes of the California Land Conservation Act of 1965 and that cancellation is in the public interest. It is understood by the parties hereto that there is no right to cancellation and that the existence of an opportunity for another use of subject property should not be sufficient reason for cancellation of the Contract. The uneconomic character of the existing agricultural or compatible use will be considered only if the subject cultural or compatible use specified in Paragraph 3 or 4 of the Contract. Parties hereto agree that (1) computation of the cancellation valuation, (2) determination, assessment, and payment of the cancellation fee, (3) waiver of payment of all or a portion of the cancellation fee, (4) distribution of the cancellation fee as deferred taxes, (5) recordation of Certificate of Cancellation, and (6) the creation, attachment, and release of any lien created by the imposition of a cancellation fee shall be as provided in Article 5 of the California Land Conservation Act of 1965.

(9) The Contract may be cancelled by mutual agreement of County and Owner without payment of a cancellation fee or public hearings if the Williamson Act is repealed and there is no operative successor legislation.

(10) Any conveyance, contract, or authorization (whether written or oral) by Owner or his successors in interest which would permit use of the subject property contrary to the terms of the Contract or failure to use the property consistent with the provisions herein or any division of the subject property which creates a parcel having less than the minimum acreage specified in Exhibit "B" will be deemed a breach of the Contract and may be voided at the sole option of the Board of Supervisors of County within one (1) year after the date of discovery of such violation by said Board. Such breach may be enforced by County by an action filed in the Superior Court of the County for the purpose of compelling compliance or restraining breach thereof. It is understood and agreed by the parties hereto that the enforcement proceedings provided in the Contract are not exclusive, and both Owner and County may pursue their legal and equitable remedies. Owner agrees to pay to County reasonable attorney's fees and costs of suit together with any other costs necessary for enforcement of the provisions of the Contract.

(11) County may declare the Contract terminated if it (or another substantially similar Contract) is declared invalid or ineffective in any court adjudication accepted by County as final, but no cancellation fee or other penalties shall be assessed against Owner upon such termination.

(12) In the event the subject property is divided, Owner or his successor in interest agrees as a condition of such division to execute a Contract or Contracts so that at all times the subject property is restricted by Contract or Contracts identical to the Contract covering the subject property at the time of such division. Owner agrees that execution of the Contract or Contracts provided for in this paragraph shall be a condition of any division of the subject property. The Owner of any parcel created by the division of the subject property may exercise, independent of any other Owner of a portion of the divided property, any of the rights of Owner executing the Contract to give notice of nonrenewal or to petition for cancellation as provided herein. The effect of any such action by an Owner of a parcel created by a division shall not be imputed to the Owners of the remaining parcels and shall have no effect on the Contracts which apply to the remaining parcels of the divided land.

(13) Owner, upon the request of County, shall provide information relating to Owner's obligation under the Contract in order for County to determine the value for assessment purposes or to determine continued eligibility under the provisions of the Act.

(14) Removal of any of subject property from the agricultural preserve in which the subject property is located shall be equivalent to notice of nonrenewal by County as to the land actually removed from the agricultural preserve. County shall, at least sixty (60) days prior to the next renewal date of the Contract following removal, serve notice of nonrenewal as provided in Paragraph 2 hereof. County shall record the notice of nonrenewal as required by Section 51248; provided, however, that Owner agrees that failure of County to record said notice of nonrenewal shall not invalidate or in any manner affect said notice.

(15) Owner declares, under penalty of perjury, that the persons signing below are the only persons with legal and security interests in the subject property and agrees to indemnify, defend and save harmless the County from any and all claims, suits, or losses caused by prior claims of other owners or security holders. This declaration and hold harmless clause is binding only upon Owner. Signatures of holders of security interests shall only be evidence of notice of the Contract and acceptance by the holders of security interests of the binding restrictions herein.

(16) Owner and holders of security interests designate the following person as the Agent For Notice to receive any and all notices and communication from County during the life of the Contract. Owner will notify County in writing of any change of designated person or change of address for him at the following address: Clerk, Board of Supervisors, County of Sierra, Courthouse, Downieville, California 95936.

AGENT FOR NOTICE: Lucy Blake  
MAILING ADDRESS: 1213 Francisco Street  
Berkeley, CA 94702

(17) References in the Contract to sections of the Government Code or the Revenue and Taxation Code, and any other reference pertinent to the California Land Conservation Act of 1965, shall include any amendments in effect at the time of execution of the Contract.

(18) Owner shall, pursuant to this contract and sections 423 and 441 of the California Revenue and Taxation Code, annually provide to the County Assessor and make available for examination, information regarding all real property affected by this contract pertaining to the following: productive capacity; income; expenses related to property; property acquisition, rental, or lease transactions; construction and development costs; and, other data relevant to the determination of an estimate of value.

(19) The parties to this agreement recognize that certain rights to property may create a "possessory interest", as those words are used in the California Revenue and Taxation Code (Section 107). For all purposes of compliance by County with Section 107.6 of the California Revenue and Taxation Code, this recital shall be deemed full compliance by the County of Sierra. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the County Assessor and the contracting parties hereto.

A taxable possessory interest may be created by this Contract. Such an interest may be subject to property taxation if created; and the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

///

CALIFORNIA LAND CONSERVATION CONTRACT NO. 92-032, Page 6

IN WITNESS WHEREOF, the parties hereto have executed the within Contract the day and year first above written.

COUNTY OF SIERRA, a political subdivision of the State of California

*[Signature]*  
OWNER

BY: *Donald M. Webster*  
Chairman, Board of Supervisors

Lucy Blake 3/17/92

HOLDERS OF SECURITY INTERESTS

ATTEST: *Hanni Adams*  
Clerk of the Board

(Attach Notary Public acknowledgement for each signature above)

Approved as to form:

*Will W. [Signature]*  
County Counsel

INDIVIDUAL ACKNOWLEDGMENT

State of California)  
County of Alameda ) S.S.  
~~Sierra~~ )

On this 17<sup>th</sup> day of March, 1992, before me, MARY ANN HARREL, a Notary Public in and for said Sierra County, personally appeared

LUCY BLAKE known to me to be the person whose name is subscribed to the within instrument, and acknowledged that SHE executed the same.

WITNESS my hand and official seal.

*Mary Ann Harrel*  
Notary Public in and for said ~~Sierra~~ County and State.  
My commission expires July 15, 1995.

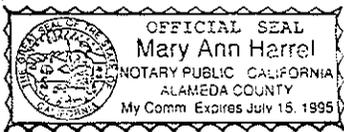


EXHIBIT "A"  
1 of 2

Assessor's Parcel Nos. 018-030-002-0, 018-030-005-0, and 018-030-006-0.

Legal Description: All that property situate in the County of Sierra, State of California, described as follows:

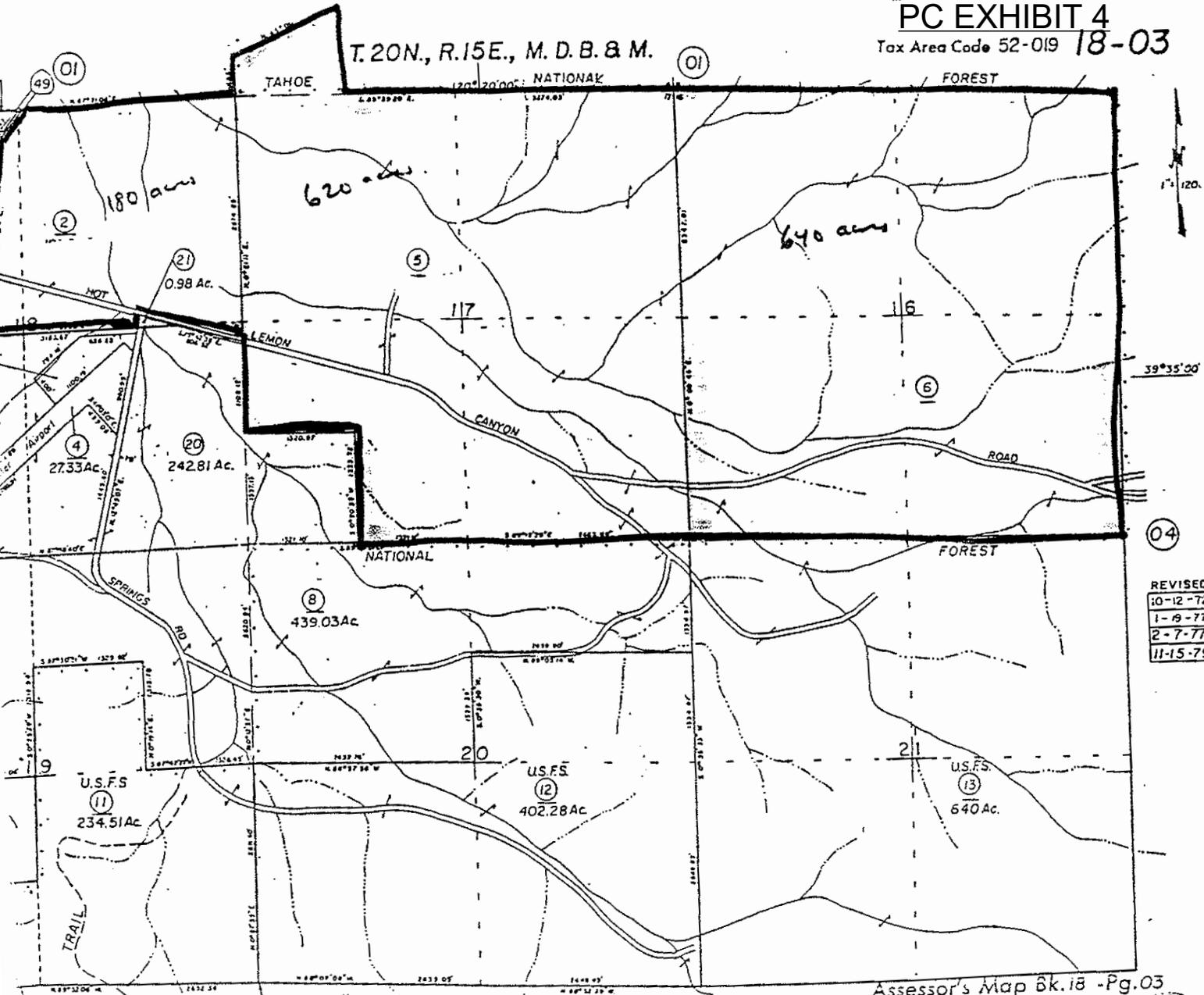
018-030-002-0: NE-1/4 of Section 18, Township 21 North, Range 15 East, MDM., EXCEPTING a strip of land South where Lemon Canyon Road and Airport Road intersect which INCLUDES a strip of land in the E-1/2 of the NW-1/4 of Section 18, Township 20 North, Range 15 East, MDM. 20.9+/- acres - Total 180 acres.

018-030-005-0: All of Section 17, Township 20 North, Range 15 East, MDM., EXCEPTING the SW-1/4 of the SW-1/4 of that Section which includes a portion of the SW-1/4 of the SW-1/4 of Section 8, Township 20 North, Range 15 East, MDM. 22.9+/- acres - Total 620 acres.

018-030-006-0: All of Section 16, Township 20 North, Range 15 East, MDM. Total 640 acres.

END OF DESCRIPTION

T. 20N., R. 15E., M. D. B. & M.



REVISED  
 10-12-72  
 1-8-77  
 2-7-77  
 11-15-79

Assessor's Map Bk. 18 -Pg. 03

County of Sierra, Calif  
1956



NOTE - Assessor's Block Numbers Shown in Ellipses.  
 Assessor's Parcel Numbers Shown in Circles.

LEMON CANYON RANCH  
 1440 ACRES

The foregoing instrument is a correct copy of  
 the original as it appears of record in Sierra  
 County, Calif., Records. ATTEST: APR 3 1992

Naomi Adams  
 County Recorder in and for Sierra Co., Calif.  
 By Mary J. [Signature] Deputy

110737

1217

6000

COMPLETE THIS INFORMATION

RECORDING REQUESTED BY:

First American Title Company #3437270

WHEN RECORDED MAIL DOCUMENT  
AND TAX STATEMENT TO:

The Pacific Forest Trust, Inc.  
1001-A O'Reilly Avenue  
San Francisco, CA 94129

PC EXHIBIT 5

Doc # 2010155316  
Page 1 of 32  
Date: 11/29/2010 11:12A  
Filed by: FIRST AMERICAN TITLE  
Filed & Recorded in Official Records  
of SIERRA COUNTY  
HEATHER FOSTER  
COUNTY CLERK-RECORDER  
Fee: \$1888.82

THIS SPACE FOR RECORDER'S USE ONLY

TITLE OF DOCUMENT:

DEED OF CONSERVATION EASEMENT

DOCUMENTARY TRANSFER TAX \$ 1767.20

- COMPUTED ON FULL VALUE OF PROPERTY CONVEYED, OR
- COMPUTED ON FULL VALUE LESS LIENS AND ENCUMBRANCES REMAINING THEREON AT TIME OF SALE

First American Title  
Signature of declarant or agent determining tax - firm name

Recorded at the request  
of and when recorded return to:  
THE PACIFIC FOREST TRUST, INC.  
1001-A O'REILLY AVENUE  
SAN FRANCISCO, CA 94129

APN # 018-030-002; 018-030-005; 018-030-006

DEED OF CONSERVATION EASEMENT

THIS GRANT DEED OF CONSERVATION EASEMENT is made this 15<sup>th</sup> day of November, 2010, by LUCY BLAKE, TRUSTEE OF THE LUCY BLAKE TRUST, having an address at 1411 Native Sons Road, Woodside, CA 94062 ("Grantor"), in favor of THE PACIFIC FOREST TRUST, INC., a California non-profit, public benefit corporation, having an address at 1001-A O'Reilly Avenue, San Francisco, CA 94129 ("Grantee").

RECITALS:

A Grantor is the owner in fee simple of certain real property in Sierra County, CA, consisting of approximately 1,455 acres, more particularly described in Exhibit A attached hereto and incorporated by this reference ("the Property").

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

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

D. In particular, the Conservation Values of the Property include significant forest, meadow, watershed, scenic and fish and wildlife resources, the preservation and

restoration of which is recognized by the State of California and the people of Sierra County as providing public benefit.

E. Further, the Conservation Values of the Property also include its relatively natural Eastside Pine, Sierran Mixed Conifer, Juniper-Sagebrush, and Montane Riparian Hardwood forest ecosystems, including a range of age classes; the preservation and restoration of which is recognized by the Sierra County General Plan (Timber Resources Element, 1996, as amended), the California Forest Practices Act of 1973 (Pub. Res. Code 4511 *et seq.*), and the Timberland Productivity Act of 1982 (Gov. Code 51100 *et seq.*) as providing public benefit, including protection of values relating to fish and wildlife habitat, watershed, aesthetic enjoyment and the long-term sustainable production of high quality forest products. The protection of these Conservation Values is specifically consistent with the conservation objectives of California's Forest Legacy Program, as set forth in the *Assessment of Need* approved by the U.S. Secretary of Agriculture on January 22, 1996, as amended.

F. Further, the Conservation Values of the Property also include its pastures and rangeland for grazing, the preservation of which is recognized by the Sierra County General Plan (Agricultural Resources Element, 1996) as providing public benefit by maintaining large agricultural parcels and conserving soils and water in Sierra Valley.

G. Further, the Conservation Values of the Property also include its diverse forest, meadow, sagebrush and riparian attributes - which provide habitat for a wide range of plants, terrestrial animals and aquatic species, some of which are listed by the United States and the State of California as threatened, potentially threatened, of special concern or otherwise known to be rare. Special status species known to occur, or potentially occur, on the Property include: Lens-pod Milkvetch (*Astragalus lentiformis*), Webbers' Ivesia (*Ivesia webberi*), Sticky Pyrrocoma (*Pyrrocoma lucida*), Sierra Valley Evening-Primrose (*Camissonia tanacetifolia quadriperforata*), the Bald Eagle (*Haliaeetus leucocephalus*), Great Gray Owl (*Strix nebulosa*), Sandhill Crane (*Grus Canadensis*), Northern Goshawk (*Accipiter gentillis*), Willow Flycatcher (*Empidonax traillii*), Peregrine Falcon (*Falco peregrinus*), and the black-tailed deer (*Odocoileus hemionus columbianus*), (California Natural Diversity Database and the Sierra Valley Watershed Assessment, 2005).

H. Further, the Conservation Values of the Property include the scenic quality and open space of its forested hillsides, as well as its pastures and meadows, which are adjacent to and highly visible from State Highway 49, one of the primary public highways of the area, the preservation of such scenic corridors is recognized by the Sierra County General Plan (Visual Resources Element, 1996).

I. Further, the Conservation Values of the Property include its watershed and riparian values and its wet meadows. The Property contains a portion of Lemon Canyon Creek, which feeds into the headwaters of the Middle Fork of the Feather River, a federally-designated Wild and Scenic River and an important source of drinking water to the Central Valley and Southern California. The Property's wet meadows form part of the extensive montane marshland of Sierra Valley, and feed the Sierra Valley Ground Water Basin, the protection of which is recognized by the Sierra County General Plan (Water Resources Element, 1996) as providing public benefit.

J. Further, the Conservation Values of the Property include the capacity of its forests to store atmospheric carbon as a means to mitigate global warming, which is recognized as being of public benefit by the 1993 United Nations Framework Convention on Climate Change and the Federal Energy Policy Act of 1992, Sections 1605(a) and 9(b), and the United States Climate Challenge Program. As required by the Forest Protocols of the California Climate Action Registry, the Easement conforms with Section 42823(d)(1)-(5) of the California Public Health and Safety Code.

K. To better describe and protect the Conservation Values of the Property for the purposes of this Easement, the Property is segmented hereunder into five (5) zones of activity: the Development Zone, the Forest Management Zone, the Agricultural Intensification Zone, the Rangeland Zone, and a Riparian Special Habitat Management Zone. Additionally, some restrictions shall apply equally across all portions of the Property. Each of the zones is described more fully in the Report.

L. Grantor and Grantee recognize the traditional uses of the Property for forestry and grazing, fish and wildlife habitat protection, watershed functions and scenic enjoyment and acknowledge that the Grant of this Easement is in support and furtherance of the sustainability of such uses.

M. The Grantor intends that the Conservation Values of the Property be preserved and maintained by limiting land uses on the Property, as defined in Exhibit C.

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

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

P. The Wildlife Conservation Board of the State of California ("WCB") has made a grant of funds (the "WCB Grant") to Grantee to support the acquisition of this Easement in order to preserve the natural, scenic, agricultural, historical, forested, and open-space condition of the Property. The grant agreement states that this Easement will permit livestock grazing, consistent with wildlife habitat preservation and protection of sensitive biological resources, including without limitation, significant forest, meadow, watershed, scenic, and fish and wildlife resources. Grantee has recorded in the Official Records of Sierra County, California herewith a Memorandum of Unrecorded Grant Agreement, incorporating by reference the WCB grant agreement.

Q. The Sierra Nevada Conservancy of the State of California ("SNC") has made a grant of funds (the "SNC Grant") to Grantee to support the acquisition of this Easement in order to preserve the natural, scenic, agricultural, historical, forested, and open-space condition of the Property. The grant agreement states that this Easement will permit

livestock grazing, forest management, and other activities consistent with the protection of wildlife habitats, watershed features, and natural resources. Grantee has recorded in the Official Records of Sierra County, California herewith a Notice of Unrecorded Grant Agreement, incorporating by reference the SNC grant agreement.

AGREEMENT:

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

1. Grant of Easement. In consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of California and in particular California Civil Code § 815 *et seq.*, Grantor hereby voluntarily grants, conveys and warrants, for valuable consideration, the receipt of which is acknowledged hereby, to Grantee a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth in this Deed of Easement as well as the attached Exhibits to this Deed of Easement (hereafter collectively referred to as "Easement").
2. Acceptance of Easement. By accepting this grant, Grantee agrees to honor the intentions of Grantor stated herein and to join Grantor in the preservation and protection of the Conservation Values of the Property in perpetuity for the benefit of the general public of this generation and generations to come.
3. Purpose. It is the purpose of this Easement to:
  - (a) Protect significant open and relatively natural forest and range ecosystems, in particular the Eastside Pine, Sierran Mixed Conifer, Juniper-Sagebrush, and Montane Riparian Hardwood forests occurring on the Property today;
  - (b) Protect native fish and wildlife habitat, especially riparian zones, wet meadows, sagebrush scrub and habitat for threatened and rare species;
  - (c) Enhance the forest's ability to store atmospheric carbon;
  - (d) Protect significant water resources and the water quality thereof, including wet meadows, springs and watercourses, especially that of Lemon Canyon Creek, which feeds into the headwaters of the Middle Fork of the Feather River;
  - (e) Maintain the capacity of the Property for productive forest management, including the long-term sustainable harvest of high quality forest products, contributing to the economic vitality of the state and region;
  - (f) Maintain the sustainability of the pasture and grassland resources for livestock grazing, contributing to the economic vitality of the state and region;
  - (g) Prohibit any use of the Property that will impair, degrade or damage the Conservation Values of the Property.

Such purposes are consistent with and in accordance with the U.S. Internal Revenue Code, Section 170(h).

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

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

- (1) Identify the current uses and practices thereon and the baseline condition thereof;
- (2) Monitor compliance with the terms of this Easement and to otherwise enforce such terms;
- (3) Restore its Conservation Values pursuant to paragraph 8, below;
- (4) Collaborate with the California Department of Fish and Game to conduct scientific research and biological monitoring;
- (5) Provide access to WCB at least once every three (3) years for purposes of assessing compliance with the terms, covenants, and conditions of the WCB Grant, which shall be in the company of the Grantee and Grantor unless the Grantee and Grantor otherwise agree; and

(c) To prevent, terminate or mitigate any activity on the Property or use of the Property which, in Grantee's reasonable judgment violates the terms of this Easement, including through immediate entry, and to require the restoration of such areas or features of the Property that may be damaged by any violation, pursuant to paragraph 8 and its sub-paragraphs.

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

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

(a) Commercial forest management activities subject to the terms and restrictions set forth in Exhibit C.

(b) Commercial ranching and agricultural operations, including associated irrigation and water use, subject to the terms and restrictions set forth in Exhibit C.

(c) The right to improve existing residential, agricultural and forestry structures and related utilities, and build new structures and related utilities, subject to the terms and restrictions set forth in Exhibit C.

(d) To reserve for itself and its successors and assigns all Carbon Rights a part of and appurtenant to the Property, for forest-based carbon storage that occurs by virtue of the forest management and other restrictions established herein from the date of execution of the Easement, subject to any limitations as may be imposed under state or federal rules

or regulations. For the purposes of this Easement, Carbon Rights are defined as uses and benefits which accrue to the holder based on the measurable sequestration of atmospheric carbon dioxide stored in the form of forest carbon, including all live pools (e.g., live trees), dead pools, (e.g., dead trees and detritus), and forest products. Notwithstanding the foregoing, Grantor agrees to notify Grantee of its intent to undertake the development and registration of a forest carbon project not less than sixty (60) days prior to the establishment of such a project.

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

7.1 Notice of Intention to Undertake Actions Requiring Grantee's Approval: Certain restricted activities specified in this Easement require the Grantee's approval prior to being undertaken. Therefore, advance notice is necessary to afford Grantee an opportunity to ensure that the activities in question are designed and carried out in a manner consistent with the terms and conditions of this Easement. Grantor and Grantee agree to meet at least annually to review and discuss forest management, timber harvest plans and other activities on the Property to better ensure mutual understanding and compliance with the terms of the Easement. Whenever possible, Grantor shall request, at the time of this annual meeting, Grantee's approval for such restricted activities for the upcoming year as may be required. In addition, for restricted activities that may not be addressed in this meeting, or that may otherwise require advance notice, review or approval by Grantee, or if Grantor is seeking a waiver from a specific restriction identified in Exhibit C, Grantor shall notify Grantee in writing not less than sixty (60) days prior to the date Grantor intends to undertake the activity in question, or not less than thirty (30) days prior to the date Grantor intends to submit applications for permits to government agencies for activities, including timber harvest. The notice shall describe the nature, scope, design, location, timetable, and any other material aspects of the proposed activity, in sufficient detail to permit Grantee to make an informed judgment about the activity's consistency with the purpose and terms of this Easement.

7.2 Grantee's Approval. Whenever Grantee's approval is required or sought for a restricted activity or activities, Grantee shall give written response of its determination within thirty (30) days after the receipt of Grantor's written request. In the event Grantee fails to respond to Grantor's written request within said thirty (30) day period, such request shall be deemed approved. Grantee's approval shall be based upon Grantee's reasonable determination that the proposed use or activity would be consistent with the terms of this Easement. Grantee may consult with the Department of Fish and Game, as necessary, in the process of reaching its determination. Approval or disapproval shall be within the reasonable discretion of the Grantee. Approval shall be granted upon

conditions which ensure that such activities do not violate or conflict with the purpose of this Easement and ensure appropriate protection of the Property's Conservation Values. The consent of the Grantee obtained in one circumstance shall not be deemed or construed to be a waiver by Grantee for any subsequent activities by Grantor under this paragraph.

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

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

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

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

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

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

## 8. Grantee's Remedies.

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

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

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

(d) Emergency Enforcement. If Grantee, in its reasonable discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Property, Grantee may (i) pursue its remedies under this paragraph 8 without prior notice to Grantor or without waiting for the period provided for cure to expire; and (ii) enter upon the Property for the purpose of assessing damage or threat to the Conservation Values thereon and determining the nature of curative or mitigation actions that should be taken. Notwithstanding the foregoing, Grantee shall use its best efforts to give twenty-four (24) hours' notice to Grantor of such actions taken under this sub-paragraph.

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

(f) Liquidated Damages. Inasmuch as the actual damages to the Conservation Values of the Property which could result from a breach of this Easement by Grantor would be impractical or extremely difficult to measure, the Parties agree that the money damages Grantee is entitled to recover shall be the damages allowable under California Civil Code Section 815.7, specifically including, without limitation, restoration of lost or damaged Conservation Values, and recovery of attorneys fees and other costs, consistent with sub-section 8.1 below. In addition to the remedies provided under California Civil Code Section 815.7, if timber is harvested in violation of the terms of this Easement, the amount determined under this subparagraph shall be equal to three times the greater of (a) the actual sales price realized upon disposition of such harvested timber, or (b) the current market price of such harvested timber as of the date of breach.

8.1 Costs of Enforcement. Each party shall bear their own cost, including, without limitation, court costs, expert fees, expenses of suit and reasonable attorney's fees, incurred in any enforcement action related to this Easement. However, any costs of restoration as ordered by a court or as otherwise agreed to as a result of Grantor's violation of the terms of this Easement shall be borne by the Grantor.

8.2 Grantee's Discretion. Enforcement of the terms of this Easement shall be at the discretion of the Grantee, and any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee 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.

8.3 Acts Beyond the Grantor's Control. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury or damage in the Property resulting from causes beyond Grantor's control, including without limitation, action by a trespasser upon the Property, government action, fire, flood, storm, naturally occurring earth movement and other similar natural events, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes. In the event any term of this Easement is violated by the act of a trespasser, Grantor shall provide notice to Grantee of such trespass and shall consult with Grantee as to whether Grantor, Grantee or both should take action in response to such trespass, what restoration actions are necessary and appropriate to cure any injury to the Property resulting from the trespass, and how any damages recovered from the trespasser should be applied to the cost of undertaking any corrective action on the Property. In the event any term of this Easement is violated by the act of a trespasser, and Grantor has not undertaken suit itself, Grantor agrees, at Grantee's option, to assign its right of action to Grantee or to appoint Grantee its attorney in fact, for purposes of pursuing enforcement action against the trespasser. Any damages recovered from the trespasser should be first applied to any expenses reasonably incurred by Grantor and Grantee in connection with undertaking any action against the trespasser and next applied to any costs in undertaking any corrective action on the Property, with the remainder divided between Grantor and Grantee in proportion to the ratio set forth in paragraph 17; provided, however, that Grantee shall be entitled to all remaining damages after payment of costs and expenses in the event that it alone pursues an enforcement action against the trespasser. The terms of this paragraph shall not be construed to supercede the provisions of paragraph 12 through 18 of this Easement.

9. Venue; Consent to Suit. The Parties mutually consent to utilize any court of competent jurisdiction for the purposes of identification and selection of a mediator (paragraph 7.3) and for Grantee's rights to enforce this Easement (paragraph 8). With respect to any claims associated with the creation, interpretation, existence, enforceability and/or administration of this Easement, Grantee only consents to suit brought by Grantor in federal court in the Northern District of California or California state court in San Francisco County.

10. Access. No right of access by the general public to any portion of the Property is conveyed or granted by this Easement.
11. Agents. All rights granted to the Grantee hereunder may be exercised by its authorized agents.
12. Costs, Legal Requirements and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including, the maintenance of adequate liability insurance coverage. Grantor remains solely responsible for obtaining any applicable governmental permits and approvals for any activity or use permitted by this Easement and for undertaking any such activity or use in accordance with all applicable federal, state and local laws, regulations and requirements. Grantee shall maintain liability insurance coverage for its activities in administration of this Easement.
13. Taxes. Grantor shall pay or cause to be paid before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority, including any such taxes imposed upon, or incurred as a result of, this Easement, and shall furnish Grantee with satisfactory evidence of payment upon request.

14. Environmental Matters.

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

(b) Non-Responsibility. Grantee shall have no responsibility whatsoever for the operation of the Property, the monitoring of hazardous conditions thereon, or the protection of Grantor, the public, or any third parties from risks relating to conditions on the Property. Notwithstanding any other provision of this Easement to the contrary, the parties do not intend and this Easement shall not be construed such that (1) it creates in Grantee the obligations or liabilities of an "owner" or "operator" as those words are defined and used in the environmental laws, as defined below, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act

of 1980, as amended (42 United States Code, sections 9601 *et seq.*), or any other applicable law concerning Hazardous Substances (in each case a "Hazardous Substance Law"), including but not limited to the Hazardous Materials Transportation Act (49 United States Code, Section 6901 *et seq.*), the Hazardous Waste Control Law (California Health and Safety Code, Section 25100 *et seq.*), the Hazardous Substance Account Act (California Health and Safety Code Section 25300 *et seq.*); and any other rule, regulation, or promulgation adopted under any of the foregoing; or (2) it creates in Grantee the obligations or liabilities of a person described in 42 United States Code section 9607 (a)(3) or (3) Grantee has the right to investigate and remediate any hazardous substances associated with the Property; or (4) Grantee has any control over Grantor's ability to investigate and remediate any hazardous materials associated with the Property. Grantor represents, warrants and covenants to Grantee that Grantor's use of the Property shall comply with all environmental laws. The term "environmental laws" includes, without limitation, any federal, state, local, or administrative agency statute, regulation, rule, ordinance, order or requirement relating to environmental conditions or hazardous substances.

(c) Indemnification. Grantor agrees to indemnify, defend (with counsel reasonably selected by Grantee and approved by Grantor) and hold Grantee's Indemnified Parties harmless from any claims, judgments, damages, penalties, fines, costs, liabilities (including sums paid in settlement of claims) or loss including attorney's fees, consultant fees and expert fees (consultants and experts to be selected by Grantee) which arise during or after the term of this Easement from or in connection with the presence or suspected presence of Hazardous Substances in the soil, groundwater, or soil vapor on or under the Property, unless the Hazardous Substances are present solely as a result of the negligence or willful misconduct of Grantee's Indemnified Parties. Without limiting the generality of the foregoing, the indemnification provided by this paragraph shall specifically cover costs occurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of the presence or suspected presence of Hazardous Substances in the soil, groundwater or soil vapor on or under the Property, unless the Hazardous Substances are present solely as a result of the negligence or willful misconduct of Grantee's Indemnified Parties. Without limiting the generality of the foregoing, the indemnification provided by this paragraph shall also specifically cover costs incurred in connection with: (1) Hazardous Substances present or suspected to be present in the soil, groundwater or soil vapor on or under the Property before the date this Easement is executed; or (2) Hazardous Substances that migrate, flow, percolate, diffuse or in any way move onto or under the Property after this Easement is executed; or (3) Hazardous Substances present on or under the Property as a result of any discharge, dumping, spilling (accidental or otherwise) onto the Property during or after the term of this Easement, by any person, corporation, partnership or entity other than Grantee.

15. Hold Harmless.

(a) Grantor shall hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents, attorneys, and contractors and the heirs, personal representatives, successors and assigns of each of them (collectively "Grantee's Indemnified Parties") from and against all liabilities, penalties, losses, expenses, claims, damages, demands, causes of action, judgments or costs, including, without limitation,

reasonable attorney's fees, arising from or in any way connected with or incident to (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, excepting negligent or willful actions or omissions by Grantee; (2) the obligations specified in paragraphs 14. Grantor shall also hold harmless, indemnify and defend Grantee Indemnified Parties from and against all liabilities, penalties, damages, causes of action, judgment or costs, including reasonable attorneys' fees, arising from claims asserted by third parties with respect to title to the Property (provided, that the indemnification in this sentence shall apply only to the costs of defending against such third party claim and any damages or expenses awarded to the third party claimant, it being understood that Grantor is not indemnifying Grantee under this Paragraph for loss of Grantee's interest in the Property).

(b) Grantee shall hold harmless, indemnify, and defend Grantor and its directors, officers, employees, agents, attorneys, and contractors and the heirs, personal representatives, successors and assigns of each of them (collectively "Grantor's Indemnified Parties") from and against all liabilities, penalties, losses, expenses, claims, damages, demands, causes of action, judgments or costs, including, without limitation, reasonable attorney's fees, arising from or in any way connected with or incident to injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property caused by the negligence or willful misconduct of the Grantee's Indemnified Parties.

16. Extinguishment. If circumstances arise in the future which render the purpose of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. The amount of the proceeds to which Grantee shall be entitled, after satisfaction of any prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, shall be determined to be, unless otherwise provided by California law at the time, the stipulated fair market value of the Easement as determined in accordance with paragraph 17.

17. Valuation. This Easement constitutes a real property interest immediately vested in Grantee, which, for purposes of paragraph 16, the parties stipulate to have a fair market value determined by multiplying the fair market value of the Property unencumbered by the Easement (minus any increase in value after the date of this grant attributable to improvements) by the ratio of the value of the Easement at the time of this grant to the value of the Property, without deduction for the value of the Easement, at the time of this grant. The values at the time of this grant shall be those values used to calculate the deduction for federal income tax purposes allowable by reason of this grant, pursuant to Section 170(h) of the Internal Revenue Code of 1986, as amended. For the purposes of this paragraph, the ratio of the value of the Easement to the value of the Property unencumbered by the Easement shall remain constant. Grantee shall not use the Easement as security for any debt without written approval by the State of California, acting through the Executive Director of the WCB or its successor; this provision shall not prevent Grantor from using the Property as security for debt.

18. Condemnation. If all or any part of the Property is taken by exercise of the power of eminent domain, or acquired by purchase in lieu of condemnation, whether by public,

corporate or other authority, so as to terminate this Easement, in whole or in part, Grantor, Grantee, WCB and SNC shall act collaboratively to recover compensation for their respective interests in the Property and Easement, and all direct or incidental damages resulting therefrom, in accordance with applicable law. All expenses reasonably incurred by Grantor and Grantee in connection with the taking or in lieu purchase shall be paid out of the amount recovered. Grantee's share of the balance of the amount recovered shall be in proportion to the ratio set forth in paragraph 17; WCB and SNC, or their successors, shall be entitled to the share of the recovered amount equal to the ratio of the WCB Grant and SNC Grant to the purchase price paid by Grantee to acquire the Easement. If only a portion of the Property is subject to such exercise of the power of eminent domain, this Easement shall remain in effect as to all other portions of the Property.

19. Amendment. If circumstances arise under which an amendment to or modification of this Easement would be appropriate, Grantor and Grantee may jointly amend this Easement, subject to prior written approval by the state of California, acting through the Executive Director of the WCB or its successor; provided that no amendment shall be allowed that will affect the qualification of this Easement or the status of Grantee under any applicable laws, including Sections 815 *et seq.* of the California Civil Code or Section 170 (h) of the Internal Revenue Code of 1986, as amended, that any amendment shall be consistent with the purpose of this Easement and shall not affect its perpetual duration, and that any amendment made without prior approval by WCB or its successor shall be void. Any such amendment shall be in writing, shall refer to this Easement by reference to its recordation date, shall be signed by the Grantor and Grantee, and shall be recorded in the Official Records of Sierra County, California.

20. Assignment. Grantee may assign its rights and obligations under this Easement to an organization that is qualified at the time of transfer under Section 170 (h) of the Internal Revenue Code of 1986, as amended, and the applicable regulations promulgated thereunder, and authorized to acquire and hold conservation easements under Sections 815 *et seq.* of the California Civil Code (or any successor provision then applicable) or the laws of the United States. As a condition of such transfer, Grantee shall require that the conservation purposes this Easement is intended to advance continue to be carried out by the Assignee, as described in this Easement and the WCB Grant. Grantee shall consult with Grantor not less than one hundred and twenty (120) days prior to the date of such transfer to discuss organizations qualified to assume the responsibilities and obligations of Grantee under this Easement and the WCB Grant, and to agree on a qualified Assignee. Prior to the transfer or assignment of this Easement, Grantee must receive written approval from the State of California, acting through the Executive Director of the WCB or its successor. Such approval shall not be unreasonably withheld so long as: (i) the purposes for which the WCB Grant was awarded are maintained; (ii) the Assignee agrees in writing to uphold the terms, covenants, and conditions of the WCB Grant; and (iii) any deed or instrument of conveyance is recorded. In the event of a breach of the terms, covenants, and conditions of the WCB Grant, Grantee may be required to convey its interest in the Easement to either WCB or another qualified entity willing and financially able to assume the obligations and responsibilities of Grantee.

20.1. Executory Limitation. If Grantee shall cease to exist or to be a qualified organization to hold conservation easements under Section 170(h) of the Internal Revenue

Code of 1986, as amended, or to be authorized to acquire and hold conservation easements under California Civil Code Sections 815. *et seq* (or any successor provision then applicable), and a prior assignment is not made pursuant to paragraph 20, then Grantee's rights and obligations under this Easement shall become immediately vested in the State of California and with due regard to the requirements for an assignment pursuant to paragraph 20.

21. Subsequent Transfers. Grantor agrees to incorporate the terms of this Easement by reference in any deed or other legal instrument by which Grantor divests itself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the transfer of any interest in the Property at least sixty (60) days prior to the date of such transfer. Grantor shall provide a complete copy of this Easement to its transferee prior to any such transfer. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

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

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

To Grantor: Lucy Blake  
1411 Native Sons Road  
Woodside, CA 94062

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

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

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

25. General Provisions.

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

(b) Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed to effect the purpose of this Easement and the conservation of the natural resources it protects, as well as the policy and purpose of Sections 815 *et. seq.* of the California Civil Code. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

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

(d) Entire Agreement. This Easement, including its attached exhibits, sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings or agreements relating to the Easement, all of which are merged herein. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment that complies with paragraph 19.

(e) Access to Counsel and Adequacy of Representation. Both Grantor and Grantee acknowledge that at all stages of negotiation, up to and including the execution of this Easement, each party has had the opportunity to independently consult with its own legal counsel. By execution of this agreement, each party acknowledges receipt of adequate legal representation through its own legal counsel in the negotiation and execution of this Easement, and waives all claims and defenses that relate to the lack of enforceability of this Easement due to inadequacy of counsel.

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

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

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

DOC # 2010155316 Page 16 of 32

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

WITNESS the following signatures:

DATED: 11/15/10

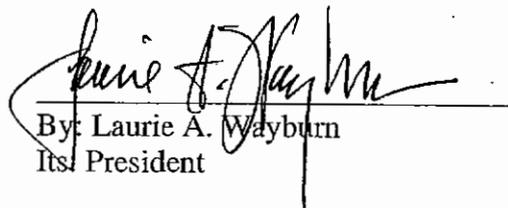
GRANTOR:



By: Lucy Blake, Trustee of the Lucy Blake Trust

DATED: Nov. 15 2010

GRANTEE:  
THE PACIFIC FOREST TRUST, INC.



By: Laurie A. Wayburn  
Its President

Schedule of Exhibits:

- A. Legal Description of Property
- B. Index to the Baseline Report
- C. Restrictions and Prohibitions

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

File No: 2903-3437270 (RZ)

APN No: 018-030-002

STATE OF California )
COUNTY OF San Francisco )

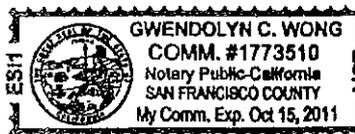
On November 15, 2010 before me, Gwendolyn C. Wong, Notary Public, personally appeared Lucy Blake and Laurie Andrea Wayburn

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Gwendolyn C. Wong



This area for official notarial seal.

OPTIONAL SECTION
CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- INDIVIDUAL
CORPORATE OFFICER(S) TITLE(S)
PARTNER(S) LIMITED GENERAL
ATTORNEY-IN-FACT
TRUSTEE(S)
GUARDIAN/CONSERVATOR
OTHER

SIGNER IS REPRESENTING:

Name of Person or Entity Name of Person or Entity

OPTIONAL SECTION

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW

TITLE OR TYPE OF DOCUMENT:
NUMBER OF PAGES DATE OF DOCUMENT
SIGNER(S) OTHER THAN NAMED ABOVE

**GRANT DEED OF CONSERVATION EASEMENT**  
**BY**  
**LUCY BLAKE, TRUSTEE OF THE LUCY BLAKE TRUST**  
**AND**  
**THE PACIFIC FOREST TRUST, INC.**  
**EXHIBIT A: LEGAL DESCRIPTION OF PROPERTY**

---

Real property in the unincorporated area of the County of Sierra, State of California, described as follows:

**Parcel No. 1**

*APN: 18-030-002*

The Northeast quarter; the East half of the Northeast quarter; and that portion of the Northeast ¼ of the Southeast ¼, lying northerly of Lemon Canyon Road; in Section 18, Township 20 North, Range 15 East, M.D.M.

EXCEPTING from said East half of the Northwest quarter, the 57 acres deeded to H. Slipner and J.D. Meyers.

ALSO EXCEPTING THEREFROM that certain lot, piece or parcel of land deeded to Marie Mattarolo, in that certain Deed dated October 6, 1941 and recorded October 9, 1941, in Book 39 of Deeds, Page 430.

**Parcel No. 2**

*APN: 18-030-006*

All of Section 16, Township 20 North, Range 15 East, M.D.M., according to the Official Plat thereof.

**Parcel No. 3**

*APN: 18-030-005*

The Northwest quarter; the North one-half of the South one-half; and the Southeast quarter of the Southwest quarter; in Section 17, Township 20 North, Range 15 East, M.D.M.

**Parcel No. 3-B:**

The Northeast quarter and the South one-half of the Southeast quarter of Section 17, Township 20 North, Range 15 East, M.D.M.

Parcel 3-C:

All that portion of the Southwest quarter of the Southwest quarter of Section 8, Township 20 North, Range 15 East, M.D.M., lying South of a certain line commencing at a point 30 rods North of the Southwest corner of said Section 8; thence North 65° East to the top of mountain, as described in the Deed dated May 23, 1884, recorded June 2, 1884, in Book Y of Deeds, Page 54, executed by B.F. Lemmon, et ux to Abner Weed.

**GRANT DEED OF CONSERVATION EASEMENT**  
**BY**  
**LUCY BLAKE, TRUSTEE OF THE LUCY BLAKE TRUST**  
**AND**  
**THE PACIFIC FOREST TRUST, INC.**  
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**EXHIBIT C: RESTRICTIONS AND PROHIBITIONS**

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Certain activities and uses are inconsistent with the conservation purposes of this Easement and are therefore prohibited or restricted as specified below upon or within the Property except with the written consent of Grantee, pursuant to paragraph 7 of this Easement:

- A. The legal or de facto subdivision of the Property or any of its constituent parcels for any purpose (other than the sale of timber to the extent harvest thereof is not prohibited by this Easement); the seeking of a partition remedy in a lawsuit; the transfer of development rights within or outside the ownership of the Property; and/or the sale of one parcel of the Property apart from the sale of the entire Property is prohibited, except through the power of Eminent Domain, or a sale in lieu of eminent domain, under the threat of the exercise of such rights, to an entity with the power of eminent domain.
- B. Any industrial manufacturing, processing, assembly, packaging or similar use defined by the County of Sierra, and as further described in the Report, is prohibited.
- C. The construction or placement of any residential structures of any kind additional to the one (1) single family residence and associated outbuildings already existing on the Property and identified in the Report is prohibited; provided, however, that Grantor reserves the right to repair, replace, maintain, and restore the single family residence and associated outbuildings already existing on the Property, and may construct, repair, replace, maintain and restore one (1) additional single family residence and associated outbuildings and utilities within the Development Zone as defined in the Report.
- D. Construction, placement, or maintenance of any non-residential structures or improvements of any kind outside of the Development Zone is prohibited, except as may be directly required for uses and activities permitted under this Easement (for example, but not limited to, water diversion facilities, fences, sheds, corrals and barns) and when the construction or placement of such structures is otherwise consistent with the purposes, terms and conditions of this Easement.
- E. Commercial uses as defined by the County of Sierra, and as further described in the Report, are permitted, provided that commercial uses other than permitted agricultural, ranching, or forest management activities must occur within existing or permitted structures, provided that no enlargement or change to the exterior of the historic barns shall be permitted without express permission of Grantee, and provided that such uses are otherwise consistent with the purposes, terms, and conditions of this Easement. The Grantor further reserves the right to establish and maintain unpaved parking areas to serve permitted commercial uses, provided (i) that such areas are limited to the

Development Zone or the unpaved area within the existing historic barn complex, as further described within the Report, (ii) that such areas do not exceed 1 acre in total cumulative surface area, (iii) that such areas shall be located sufficiently distant so as to protect watercourses and wet meadow habitats, and (iv) that such areas are otherwise consistent with the purposes, terms, and conditions of this Easement.

F. The following agricultural uses are permitted within the Rangeland Zone (as identified in the Report) when conducted in a manner consistent with the purpose, terms, and conditions of this Easement and the specific terms of this paragraph: grazing livestock, haying of meadow grasses, and production of fruits, vegetables, and grains. Fruit, vegetable and grain production shall be limited to an Agricultural Intensification Zone (as identified in the Report) that shall not exceed twenty-three (23) acres in size. Tilling of meadows shall be permitted within the Agricultural Intensification Zone for purposes of fruit, vegetable and grain production, and within the Rangeland Zone for purposes of native species restoration pursuant to the Rangeland Management Plan. Commercial feedlots, stockyards and commercial animal waste storage or processing are prohibited.

(1) Grazing of livestock and/or haying or other management activities within the Rangeland Zone shall be conducted in accordance with a Rangeland Management Plan prepared by Grantor and approved by Grantee, the goals of which shall be the preservation of the wet meadow ecosystem, the maintenance of biological diversity, and maintenance of the economic productivity of the Property. Grantor and Grantee shall review the impact of management activities every five (5) years to ensure that they are consistent with maintaining the health of the wet meadow ecosystem and other rangeland goals; if necessary, a revised Rangeland Management Plan will be prepared by Grantor and approved by Grantee.

G. Maintenance, expansion or construction of utilities, including but not limited to electric power generation, septic or sewer, telecommunications, electronic data transmission, geothermal systems, private electrical sources, and public power lines, shall be permitted to support uses permitted under this Easement and when constructed in a manner that is not inconsistent with the purposes, terms and conditions herein; or to the extent permitted by (i) existing easements or rights of access as described in the Report or (ii) easements or rights of access subsequently acquired by third parties by eminent domain, or granted to third parties possessing the power of eminent domain under the threat of the exercise of such power.

H. Construction of new roads and stream crossings or expansion of existing roads is restricted to roads and stream crossings as may be directly required for uses and activities permitted herein; provided, however, that road and stream crossing construction, expansion or reconstruction shall be otherwise consistent with the purposes, terms and conditions of this Easement. With Grantee's prior approval, Grantor may also pave existing access roads that connect existing or permitted residential structures to Lemon Canyon Road, as identified in the Report, provided that such access roads may not exceed sixteen (16) feet in width. Roads shall be constructed and maintained so as to minimize erosion and sedimentation and ensure proper drainage, utilizing Best Management Practices as recommended by the U.S. Natural Resources Conservation Service or other similar or successor entity.

I. Motorized vehicles shall not be used off roads, except directly in connection with permitted forest management, agriculture, conservation or wildlife management activities and when otherwise consistent with the purposes, terms and conditions herein.

J. The following alteration, development or manipulation of watercourses, springs and wetlands is permitted: (i) operation, maintenance, repair, and restoration of existing or authorized water diversion facilities, including but not limited to Blinman Spring, as described in the Report, which provides domestic water to the Property; (ii) administratively or judicially mandated alterations to provide legally required flows to adjacent landowners; (iii) installation and maintenance of stream crossings pursuant to paragraph H above; and (iv) maintenance, expansion, or relocation of existing water systems and diversions for permitted uses of the Property pursuant to paragraph G above, including irrigation and the restoration, conservation or expansion of riparian, wetland, wet meadow, and instream habitat for fish and wildlife. Notwithstanding the foregoing, however, other draining, filling, dredging, dyking, damming or other alteration, development or manipulation of watercourses, springs and wetlands is prohibited.

K. Except as otherwise provided in paragraph G, the exploration for, or development and extraction of, geothermal resources, minerals and hydrocarbons by any surface or sub-surface mining or any other method is prohibited.

L. The dumping, release, burning, permanent storage, or other disposal of wastes, refuse, debris, motorized vehicles or hazardous substances is prohibited; provided, however, (i) that the existing waste site (as identified in the Report) may remain as is or be cleaned up, at the discretion of Grantor; (ii) that vehicles, building materials, machinery or agricultural supplies required for permitted uses may be stored on roads and landings; (iii) that organic debris from logging operations may be piled and burned, consistent with government regulations; (iv) that personal, non-commercial composting is allowed within the Development Zone or the Agricultural Intensification Zone; and (v) that Grantor may dispose of animal waste resulting from permitted grazing activities on the Property, as permitted by law.

M. Outdoor advertising structures such as signs and billboards are restricted on the Property to those that are desirable or necessary to accomplish the permitted uses herein and as may be required by grant agreements related to the acquisition of this Easement, provided that such advertising structures are constructed, placed or utilized in a manner that is otherwise consistent with the purposes, terms and conditions of this Easement. No sign shall exceed nine (9) square feet in size unless expressly authorized by Grantee, and no sign shall be artificially illuminated.

N. The conversion of native vegetation to exotic species, and/or the intentional introduction of invasive plants as identified by the Invasive Plant Council, California Department of Food and Agriculture or successor organization is prohibited; provided however, that non-native plant species may be introduced into the Agricultural Intensification Zone for purposes of fruit, vegetable and grain production, and that non-native plant species may be introduced into the Development Zone for purposes of landscaping adjacent to existing or permitted residential structures and associated outbuildings.

O. Special Habitat Management Zone: A Special Habitat Management Zone (SHMZ) is defined as an area exhibiting special habitat qualities and ecological characteristics that warrant management considerations that are distinct from other portions of the Property and where management may be undertaken pursuant to the terms of this Section. The Riparian SHMZ, identified below and further described in the Report, is divided into four sub-zones: each sub-zone has distinct management goals that reflect the unique conditions and uses of the sub-zone. Management activities within each SHMZ sub-zone must be consistent with the corresponding Forest Management, Rangeland Management, or Habitat Restoration / Enhancement Plan for that sub-zone prepared by Grantor and approved by Grantee, which shall seek to achieve the habitat management goals outlined below. Further, any management activity permitted under Paragraph J, above, shall be deemed in accordance with the management goals of the Riparian SHMZ.

- (1) Upper Lemon Canyon Creek (Forest Management Zone): Maintain and/or enhance stream banks and riparian areas so as to promote water quality, fish and wildlife habitat, and natural fluvial function through management further described in Paragraph P, below, and as consistent with conditions further described in the Report.
- (2) Middle Lemon Canyon Creek (Rangeland Zone): Maintain and/or enhance stream banks and riparian areas so as to promote water quality, fish and wildlife habitat, and natural fluvial function, as consistent with conditions further described in the Report.
- (3) Lower Lemon Canyon Creek (Rangeland Zone): Maintain and/or enhance meadow grasses and the ecological health of the wet meadow ecosystem, as consistent with conditions further described in the Report.
- (4) Miller-Dellera Ditch (Rangeland Zone): Maintain and/or enhance meadow grasses, the ecological health of the wet meadow ecosystem, and the condition of the stream banks, as consistent with conditions further described in the Report.

Notwithstanding the foregoing, Grantor and Grantee acknowledge that circumstances beyond the control of Grantor, including but not limited to climate change or changes to currently mandated water rights, may require revision to the SHMZ management goals, upon mutual agreement between Grantor and Grantee.

P. Forest management and timber harvesting that meet the terms of this Easement, including the Performance Goal and specific restrictions of this section, shall be permitted inside the Forest Management Zone (as identified in the Report).

1. Performance Goal: Forest management plans and activities will be developed and undertaken by Grantor to achieve the desired forest condition described in this paragraph (the "Performance Goal") over time. It is the intent of Grantor and Grantee to ensure that forest management activities that are undertaken on the Property, including timber harvesting, enhance, restore, and maintain a structurally complex, mature native forest ecosystem. The forest on the Property is divided into four (4) types of native forest ecosystems: Eastside Pine, Sierran Mixed Conifer, Juniper-Sagebrush, and Montane Riparian Hardwood ecosystems, as further described in the Report. A Performance Goal is established

below for the Eastside Pine and Sierran Mixed Conifer forest types, recognizing their compositional differences. The Juniper-Sagebrush and Montane Riparian Hardwood ecosystems, although recognized as distinct forest types, shall be excluded from commercial timber harvesting provided that forest management activities shall be allowed for restoration and/or habitat enhancement purposes, as further described in Section 2, below. In general, forest management will seek to achieve the following characteristics, allowing for variability across the landscape and across forest types:

- (a) An Eastside Pine forest typically dominated by ponderosa pine (*Pinus ponderosa*) and Jeffrey pine (*Pinus jeffreyi*) with incense cedar (*Calocedrus decurrens*) and western juniper (*Juniperus occidentalis*) as associate species, and with sagebrush (*Artemisia spp.*), bitterbrush (*Purshia tridentata*), mountain mahogany (*Cercocarpus montanus*), manzanita (*Arctostaphylos parryana*) and whitethorn (*Ceanothus cordulatus*) as common understory shrub species;
- (b) A Sierran Mixed Conifer forest typically dominated by ponderosa pine and to a lesser extent by sugar pine (*Pinus lambertiana*), Jeffrey pine, and incense cedar, with white fir (*Abies concolor*) as an associate species, and with deerbrush (*Ceanothus integerrimu*), manzanita, chinquapin (*Chrysolepis chrysophylla*), and whitethorn as common understory shrub species;
- (c) A Juniper-Sagebrush forest typically dominated by western juniper, with Jeffrey pine and ponderosa pine as associate species, and with bitterbrush, buckwheat (*Eriogonum fasciculatum*), wax currant (*Ribes cereum*), horsebrush (*Tetradymia canescens*), and sagebrush as common understory shrub species;
- (d) A Montane Riparian Hardwood forest typically dominated by aspen (*Populus tremuloides*) and black cottonwood (*Populus trichocarpa*), with willow (*Salix spp.*), alder (*Alnus spp.*), and dogwood (*Cornus nuttallii*) as common understory species;
- (e) A structurally complex multi-story forest canopy of variable densities and heights with a mosaic of open vertical and horizontal space, allowing for scattered forest openings occurring due to natural disturbances, mortality and timber harvesting;
- (f) A range of age classes, and seral stages distributed across the landscape, from seedlings and early seral openings to late seral trees and late seral functionality;
- (g) A mosaic of representative habitats from each of the four forest types, as appropriate according to elevation, aspect, and soil type/moisture;
- (h) Variable densities of standing dead trees ("snags"), downed logs and large woody debris across the forest floor, to the extent feasible and consistent with the terms of this Easement; and
- (h) Conifer and hardwood trees having features of structural decadence (including, for instance, large diameters, flat tops, large lateral branches, or loose, thick bark)

or significant wildlife value (including, for instance, cavities in the base or main stem, broke or re-grown tops, or other nesting platforms).

2. Forest Management and Harvest Plans. Prior to any forest management activities, Grantor shall prepare, and review with Grantee, a long-term forest management plan (the "Forest Management Plan") for the Property. An NTMP (Non-Industrial Timber Management Plan) approved by Grantee may serve for the required Forest Management Plan provided that it meets the requirements of this paragraph. The purpose of the Forest Management Plan is to describe the activities that the Grantor intends to undertake so that potential issues that may arise out of operations can be identified, addressed and resolved in advance of the commencement of on the ground activities. The Forest Management Plan shall include:

- (a) A summary of Grantor's forest management objectives;
- (b) Forest stand descriptions and locations at a level of detail feasible for operations pursuant to this Easement, including site classes, stand volumes, growth rates, relevant inventory information and maps;
- (c) Descriptions and mapped locations of soils;
- (d) Measurements of slope and erosion potential, described and mapped;
- (e) Descriptions and mapped locations of existing and planned roads including plans for construction, maintenance and decommissioning thereof;
- (f) Descriptions and mapped locations of known fish and wildlife habitats, especially species listed as threatened or endangered at the federal or state level, rare plants, watercourses, wetlands and other water bodies, including management considerations thereof;
- (g) Measures for achieving the species composition, seral stages diversity and forest structural elements of the Performance Goal;
- (h) Descriptions and mapped locations of known archaeological, cultural or historic sites, including management considerations thereof;
- (i) Description of stand management history; occurrences of disease, insect infestation and fires based on best available knowledge;
- (j) Silvicultural and harvest methods, schedules and equipment;
- (k) Projections of growth, harvest yields and inventory on a decadal basis, at a minimum;
- (l) Reforestation and other forest health improvement activities;
- (m) Erosion control activities;
- (n) Other management activities consistent with and in furtherance of the Performance Goal and other terms and conditions of this Easement, with consideration for the impacts of all management activities on the Conservation Values of the Property.

The Forest Management Plan, as it may be modified and amended, is intended to be confidential, and shall be maintained as confidential by Grantee to the maximum extent allowed by law. Notwithstanding the other provisions of this paragraph, non-commercial forest management activities shall be allowed for restoration and/or habitat enhancement purposes in the absence of a forest management plan, provided that Grantor provide Grantee with a Habitat

Restoration / Enhancement Plan, appropriate to the forest type and prepared by an appropriate resource professional, that describes the project scope and details. Such plan shall be submitted by Grantor for review by Grantee, consistent with Paragraph 7 of this Easement, for the purpose of ensuring such plan's consistency with the purposes, terms and conditions of this Easement.

3. Review of Forest Management and Harvest Plans: Consistent with paragraph 7 of this Easement, Grantor shall provide Grantee with a copy of all forest management plans, timber harvest plans, or similar harvest permit applications, for Grantee's review at least thirty (30) days prior to their submittal to the appropriate governmental authority and at least sixty (60) days prior to the planned commencement of any harvest. Grantee's review is for the purpose of ensuring such plan's consistency with the purposes, terms and conditions of this Easement. Notwithstanding the foregoing, "Notices of Operations," "Exemptions to a Timber Harvest Plan," "Emergency Notices of Timber Operations," or other similar documents submitted by Grantor to the appropriate governmental authority pursuant to a forest management plan or similar permit previously reviewed and approved by Grantee, may be provided to Grantee as a notification at the same time it is filed with the governmental authority, provided that it does not materially differ from the previously approved plan or permit.

4. Forest Management Plan Updates or Amendments: Grantor shall update the Forest Management Plan at least every ten (10) years, unless Grantor and Grantee mutually agree that such an update is unnecessary for a specific decade, to reflect the condition of the Property as it changes over time and as management activities are implemented. All forest management plans or amendments shall be provided to Grantee for review as provided for in paragraph 3 above.

5. Use of Professional Foresters and Other Resource Professionals: Grantor reserves the right to conduct forest management activities consistent with the terms, conditions and purposes of this Easement utilizing professional foresters and other natural resource consultants or advisers of its choice. Grantee shall utilize a registered professional forester or other qualified resource professional under the supervision of a registered professional forester of its choice to evaluate compliance with the forest management provisions herein, to review forest management plans, updates and amendments, timber harvest plans, and related documents, and to review amendments to this Easement pertaining to forest management.

6. Specific Restrictions on Timber Harvest:

(a) Opening size and extent: Forest openings created through timber harvest shall not exceed five (5) acres. In a ten-year period such openings shall not comprise more than twenty (20) percent of the forest area of the Property in aggregate. Notwithstanding the above, this provision shall not apply to non-commercial forest restoration activities in previously burned-over sagebrush areas, as identified in the Report.

(b) Maximum harvest volumes: Timber harvests shall not remove more than 15% of net merchantable forest inventory per decade following establishment of this Easement without the express written permission of Grantee. Such allowable harvest shall be measured against inventory at the beginning of each decade. Merchantable forest inventory shall be defined to include trees greater than or equal to eight inches (8") DBH and shall utilize a standard measurement scale and methodology acceptable to Grantee with an accuracy level that provides a mean estimate not to exceed +/- 10% at the 67% confidence interval. Net volume shall be defined as the gross volume minus only visible defect, the expected hidden defect and the probable operational breakage. Timber harvest volume shall be defined as net scale of merchantable timber removed. At the conclusion of any timber harvest and at the end of any decade, Grantor shall provide to Grantee a confidential summary of harvested timber volume with substantiating third party documentation such as mill receipts, scaling tickets, tax board summaries, or the like; as well as an estimate of growth and current timber volume.

A reinventory shall occur every ten (10) years, unless Grantor and Grantee mutually agree that such reinventory is unnecessary for a specific decade. The reinventory requirement shall be waived if there has been no, or insignificant, timber harvesting during the past decade, or ending decadal timber volume is clearly equal to or greater than the estimated total inventory at the beginning of the decade. Notwithstanding the foregoing, the allowable maximum harvest under this section shall be calculated in reference to the most recent inventory that meets the standards of this section.

If Grantor harvests less than 15% of the beginning net merchantable forest inventory in a given decade, "the difference" between actual timber volume harvested during the decade and the maximum potential harvest of 15% of net merchantable forest inventory, as expressed in units of timber volume, may be calculated and carried over into the next decade for potential harvest. Thus, the maximum allowable cut in any second decade is the sum of "the difference" in the prior decade plus the normally allowed 15% of net merchantable forest inventory at the start of the given second decade. However, any carry over from a given first decade shall not extend beyond that two decadal period.

(c) Watercourse and riparian forest protection: A seventy-five (75) foot slope distance Special Habitat Management Zone (the "Upper Lemon Canyon Creek SHMZ" as described in Paragraph O, above) will be maintained along each side of Lemon Canyon Creek, measured from the annual high-water mark. Equipment is excluded without prior approval of Grantee and forest management shall be limited to activities that seek to establish or maintain natural vegetation composition and larger-diameter conifers to provide shade and eventual recruitment of instream large woody debris.

(d) Minimum leave stand: After any uneven-aged timber harvest, the leave stand for that harvest unit shall contain a distribution of native tree species consistent with the site and the Performance Goal of this Easement, with a preponderance of such leave trees to be windfirm, with full crown and able to

promote regeneration of trees with high quality genetic characteristics; provided, however, that an appropriate portion of dead and dying trees shall be left so as to be distributed around the Property for habitat consistent with the Performance Goal.

(e) Catastrophe: In the event of catastrophic wildfire, windstorm, extreme insect infestation, or other natural catastrophe, Grantor may exceed the maximum harvest volumes and opening size limits, with the prior approval of Grantee, provided that such proposed harvest is consistent with the Performance Goal above and the purposes, terms and conditions of this Easement, and that Grantor prepares and submits a plan for the proposed harvest to Grantee for review, as provided for in paragraph 3 above. The forest inventory and the Forest Management Plan shall be updated accordingly.

7. Non-Commercial Timber Harvest: Grantor reserves the right to harvest *de minimis* numbers of trees of all species for personal, non-commercial use on the Property, including, without limitation, for firewood, lumber, and personal safety; provided however that such harvest, cutting or removal shall be conducted in a manner consistent with the Performance Goal above, as well as the purpose, terms and conditions of this Easement.

8. Fuels management and forest health: Fire, insects and decadence are recognized to be natural parts of the Eastside Pine and Sierran Mixed Conifer ecosystems. Vegetative management activities are permitted under this Easement for the purposes of reducing or maintaining fuel loads, favoring or maintaining specific native vegetation types and forest structures, or otherwise fostering forest health; provided, however, that such fire and forest health management activities, including, without limitation, prescriptive burns, shall be carried out in a manner consistent with the Performance Goal and the purpose, terms and conditions of this Easement, and are included in the Forest Management Plan or addendum thereto (with the approval of government authorities having jurisdiction therein).

# California Cooperative Forest Management Plan

*(electronic)*

(Version 7-5-2012)

**Property Name:** LEMON CANYON RANCH

**Property Location Address:** Lemon Canyon Ranch Road

**Owner Name (s):** Lucy Blake

**Plan Author:** Danielle E. Bradfield

Signature: \_\_\_\_\_

Phone: (530)927-7095

RPF#: 2808

This management plan outlines the conditions and capability of property resources, documents the landowner's objectives and decisions and identifies potential resource improvement projects. It is meant to be a flexible and educational document that considers a planning horizon of at least 5 years but may include objectives that require a much longer time period.

This management plan template meets management plan requirements for grant agreements and other provisions available through CAL FIRE, NRCS, USFS, and the American Tree Farm Association. Signature Pages are provided to document acceptance of this management plan in meeting those requirements.

This management plan is a tool for and belongs to the landowner. Signatures are only required for that entity providing funding as requested by the landowner.



# SIGNATURES AND APPROVALS

This Forest Management Plan is provided as a guide to help you accomplish the objectives that you have for your forest. This Forest Management Plan will guide you in achieving the benefits of managing your forest and forest related resources. With this Forest Management Plan, you are eligible to participate in the California Department of Forestry and Fire Protections California Forest Improvement Program (CFIP), US Forest Service's Forest Stewardship Program (USFS), the American Forest Foundation's American Tree Farm System (ATFS) and The Natural Resources Conservation Service (NRCS) programs. This plan will need to be reviewed and approved by representatives for each of the programs that are providing funding.

**I have reviewed this plan and approve its content.**

\_\_\_\_\_  
**Landowner (s)** \_\_\_\_\_  
**Date**

## USFS Forest Stewardship Program

I certify that this Forest Management Plan meets the requirements of the federal Forest Stewardship Program.

\_\_\_\_\_  
 Plan Preparer \_\_\_\_\_  
 Date

I certify that this Forest Management Plan meets the requirements of the federal Forest Stewardship Program.

\_\_\_\_\_  
 Stewardship Forester \_\_\_\_\_  
 Date

Forest Stewardship Tracking Number: \_\_\_\_\_

## NRCS Cost Share Programs including EQIP

I certify that this Forest Management Plan meets the requirements of the USDA-NRCS Programs and/or the Quality Criteria for forest activity plans in Section III of the USDA NRCS Field Office Technical Guide.

\_\_\_\_\_  
 Technical Service Provider \_\_\_\_\_  
 Date \_\_\_\_\_  
 RPF Number

I certify that this Forest Management Plan meets the requirements of the USDA-NRCS Programs and/or the Quality Criteria for forest activity plans in Section III of the USDA NRCS Field Office Technical Guide.

\_\_\_\_\_  
 District Conservationist \_\_\_\_\_  
 Date

## ATFS Program

I certify that this Forest Management Plan meets the requirements of the American Forest Foundation's American Tree Farm System.

\_\_\_\_\_  
 ATFS Inspecting Forester \_\_\_\_\_  
 Date \_\_\_\_\_  
 Number

Certified Tree Farm Number: (e.g. AL 1234) \_\_\_\_\_ Date of ATFS Certification: \_\_\_\_\_

# CAL FIRE CFIP MANAGEMENT PLAN CERTIFICATION PAGE

**California Registered Professional Forester (RPF) Certification:** I certify that I, or my supervised designee, personally inspected this California Forest Improvement Program (CFIP) plan area, and that the plan fully complies with the CFIP and Professional Foresters Law, and meets Federal Forest Stewardship Management Plan Standards. I further certify that this plan is based upon the best available site and landowner information, and if followed, will not be detrimental to the productivity of the natural resources associated with this property.

Name (print or type): Danielle E. Bradfield

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Organization or Company: North Valley Resource Management

Address: P.O. Box 1411, Quincy, CA. 95971

Phone: (530)927-7095

RPF#: 2808

**CAL FIRE Unit Certification:** I certify that I, or my supervised designee, personally inspected this California Forest Improvement Program (CFIP) plan area, and that the plan fully complies with the CFIP and Professional Foresters Law, and meets Federal Forest Stewardship Management Plan Standards.

Name (print or type): Ed Crans

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## California Department of Forestry and Fire Protection

Unit: Nevada-Yuba-Placer

Address: 251 Auburn Ravine, Suite 107, Auburn, CA 95603-3719

**CAL FIRE STATE OR REGION CFIP COORDINATOR:** I certify that the plan fully complies with the CFIP and Professional Foresters Law, and meets Federal Forest Stewardship Management Plan Standards.

Name (print or type): Jeff Calvert

RPF#: 2146

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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*This Multi-Agency Cooperative Forest Management Plan was developed for use in California by CAL FIRE, the US Forest Service and Natural Resources Conservation Service using information from a national joint Forest Stewardship, American Tree Farm System, NRCS Planning Process and the California Forest Improvement Act.*

**Landowner(s):** Lucy Blake

**Mailing:** 1411 Native Sons Road, Woodside, CA. 94062

**Phone:** (650)391-5812

**E-Mail:** lucyblake@me.com

**Landowner's Representative (if applicable):** Lucy Blake

**RPF# (if applicable):** N/A

**Mailing Address:**

**Phone:** See Above **E-Mail:** N/A

## **Management Plan History**

**Does a Management Plan exist for this property?:** Yes  No

**If Yes:**

**Type of Plan: (CFIP, EQIP, NTMP, FSP, CAP, Other):** \_\_\_\_\_

**Date of Original Plan Completion:** \_\_\_\_\_

**Revision Dates:** \_\_\_\_\_

**NOTE: Past Plans and Current Amendments are referred to in Appendix #3.**

# PROPERTY FACTS

**Legal Property Description:** T20N, R15E, S8, 16, 17, 18 MDBM

**Nearest city or Town:** Sierraville **County:** Sierra

**Assessor's Parcel Number:** 018-030-002, 018-030-005, 018-030-006

**GPS Coordinates:** UTM: 729335 E 4385207 N

**Total ownership acreage:** 1455 **Total forested acreage:** 517

**Does Landowner reside on the property?:** Yes  (not full time) No

**Describe the overall topography including slope, aspect and elevation:**  
Lemon Canyon Ranch is located in the southeast corner of the Sierra Valley in Sierra County, California. The property experiences climatic conditions typical of the eastern portion of the Sierra Nevada mountains, with hot, dry summers and cold winters where much of the precipitation falls as snow. The ownership ranges in elevation from 4960 feet above sea level on the flat valley floor to 5720 in the eastern forestlands. The ownership exhibits flat valley pasturelands surrounded by moderately steep slopes that transition from Western Juniper to Eastside Pine stands. The northern and eastern sections of the property are primarily composed of southwest slopes that drain into Lemon Valley and Sierra Valley. Lemon Canyon Creek flows east to west through the ownership.

Estimate percent of total acreage that is:

Simple topography (few ravines and changes of aspect) 80%  
Percent of Land: Flat (<5% grade) 30 Gentle (< 20% grade) 20 Steep (> 35% grade) 50

Transportation System:

Vehicle Access (check):  Excellent (80% accessible)  Good (at least 50%)  
 Fair (at least 25%)  Poor (less than 10%)

Estimated improved road length (rock surface): N/A

Estimated unimproved road length: 3.5 miles

Watershed Information:

CALWATER 2.2 planning watershed: Sierra Valley Channels, v2.2 #5518.350800 Acres within this watershed: 480  
Cottonwood Creek, v2.2#5518.350401 920 Acres  
Harding Point, v2.2#5518.358403 40 Acres

Is there a 303d listing on watershed?: N/A what are the factors?: \_\_\_\_\_

Tract and Farm number (if suitable): N/A

## PROPERTY HISTORY

**This section is based on personal knowledge from landowner, neighbors and others, property records, and local information sources as well as evidence seen on the ground; stumps, skid trails, etc.**

The general location of Lemon Canyon Ranch is along the eastern edge of Sierra Valley in Sierra County, east of the community of Sierraville. As such, the history of the Ranch and vicinity is greatly influenced by the history of Sierra Valley and Portola.

Forests along the edges of Sierra Valley are known to support oak, which produced acorns, an important staple for the Maidu people. Sierran valleys were frequented by the Maidu people in the summer and fall as they traveled from their winter villages. Although Sierra Valley was not permanently occupied by the Maidu due to the harsh winters, it has been regarded distinctly as Maidu territory according to Mary Dunn, author of *The Maidu Indians Of Plumas County*(2002). According to Dunn, the Washoe Indians from Nevada occasionally sent hunting parties into Sierra Valley, which caused trouble between the tribes, and many battles between the two were fought in the area.

Prior to the influx of Europeans into the general Sierra Valley area due to the Gold Rush, Maidu were known to build their villages along the edges of the valley, with timbered pine highlands above them and open meadow on the other.

As early as 1820, European fur trappers were exploring the Maidu territory in Sierra and Plumas County. The Gold Rush of 1849 brought about rapid change to the entire Maidu territory, including that of Sierra Valley due to its proximity to various mining districts, Gold Lake, and other high lakes thought to contain gold. Dunn reports that with some exceptions, the Maidu accepted, rather passively, the invasion of their territory. The sudden contact with the European populations quickly led to rapid depletion of Maidu villages, greatly due to disease. Fariss and Smith's *History of Plumas, Lassen and Sierra Counties* (1988) reports a 1880 Maidu population of approximately 527, down from the estimated 4,000 that lived within Plumas County prior to European invasion.

Even with the coming of the Gold Rush however, regular, harsh winters kept Sierra Valley rather inaccessible until after the turn of the 19<sup>th</sup> century with the arrival of the Western Pacific Railroad. Lack of transportation into the general Sierra Valley area helped stave off immense settlement by immigrants, at least temporarily. Beckwourth Pass, at 5212 feet, is the lowest pass over the Sierra Nevadas. The Pass was developed in 1851, a year after its discovery by James P. Beckwourth. The Beckwourth Trail began near present day Reno, crossed the Sierra Nevadas at Beckwourth Pass, continued through Sierra Valley, American Valley, up to Bucks Ranch, down to Bidwell Bar and onto Sacramento. Between 1851 and 1854, 1,200 immigrants used the trail, leading over 12,000 head of cattle, 700 sheep, and 500 horses.

The inhabitants of Virginia City, hungry for timber products during the Comstock Lode, created a significant need for railroad transportation from Virginia City to outlying areas that could supply the needs of their City. In 1859, a rail line was constructed from Virginia City into Sierra Valley, ending near present day Beckwourth, just west of the Lemon Canyon Ranch area. This rail line was known as the Sierra Valley Railroad. From 1869 to

1909, at least a dozen new railroad lines were proposed within Sierra and Plumas County, settlers eager to fulfill the resource needs of mining districts locally and in Nevada.

In 1903, the Western Pacific Railroad was organized to become the nation's sixth transcontinental railroad line, and decided Portola would be their headquarters (west of the Lemon Canyon Ranch). Though originally known as Mormon Junction, the town did not come to be known as Portola before also going by the names of Imola and Reposa, respectively. By 1910, Portola had a population exceeding 400, with more than a dozen stores, several restaurants, a grammar school, and two sawmills. The growth of Portola was further secured by the decision of the WPRR administration to make Portola a division point between the western and eastern divisions of the railroad. The town quickly became a regional trade center, with continued growth spurred by the nearby copper mines through the 1930's. By 1946, with a population exceeding 1,500 people, Portola formally incorporated and is now known as the City of Portola.

Portola, being the largest settlement near Sierra Valley, greatly influenced the Valley's history. Just prior to the Gold Rush, farming began in Sierra Valley when inhabitants took up farm sites and began cultivating the land, and introduced cattle into the valley. Cattle ranching would become the second most productive trade in the County eventually. The harsh winters and occasional confrontations with Indians, coupled with lack of transportation into the valley made permanent settlement difficult. The Homestead Act helped this situation, as multiple families came to Sierra Valley during the 1860s to obtain land and begin their own dairy and cattle ranches. Though stock cattle were the dominant land use of Sierra Valley at that time, the coming of the Irish introduced dairy cattle, a more lucrative pursuit. The Comstock Lode of Nevada was the significant consumer of the dairy goods of Sierra Valley. However, the Italian and Swiss immigrants appeared in Sierra Valley during the 1870s and later, when most of the land had already been homesteaded. Accordingly, the common Sierra Valley pattern for land ownership was milker, tenant, farmer, then finally, landowner. Such names as Lombardi, Ramelli, Dotta, Maddalenna, Guidici, and Bonta are those of third and fourth generation ranchers still living in Sierra Valley today.

In addition to the Italian and Swiss, Basque shepherders and their flocks were a routine, seasonal presence in the Sierra Valley and the vicinity.

Hammond's book indicated the Beckwourth Trail is not within the vicinity of the project area.

The IC Report E14-1 for the Lemon Canyon Ranch CFIP indicates that two prehistoric cultural archaeological sites are present within or immediately adjacent to the ownership boundaries.

The Basline Report for the Lemon Canyon Ranch indicates the Ranch has been historically used for livestock, timber, hay and grain production. Forests within the ownership appear to have been harvested 50 years ago, with precommercial thinning in selected portion of the ownership occurring approximately 15-20 years ago. The fire history of the area indicates a wildfire burned portions of the eastern half of the ranch in the mid 1950s. Lucy Blake, the current owner, purchased the Lemon Canyon Ranch in 1988. Since that time, Ms. Blake has continued to manage the Property for livestock, wildlife habitat and personal recreation. Ms. Blake has collaborated with the local NRCS

to implement a new grazing management plan. Cow/calf pairs are present on the ownership from May to October at densities of one cow/calf pair per every two acres, roughly 150 head total. Also through NRCS, Ms. Blake has upgraded fencing to allow for rotational grazing of livestock, and installed off-stream stock water system to better manage stock access to riparian areas. Through this Management Plan, Ms. Blake hopes to manage the forests within the ownership for sustainable timber production, encourage old growth forest conditions, and enhance the wildfire resilience of the forest stands.

## **CURRENT PROPERTY CONDITIONS**

### **Property Infrastructure/Existing Improvements/Property Security Measures**

The Lemon Canyon Ranch property has been managed for timber and ranching purposes in the past. Fencing exists along select property boundaries, as well as within the grazing lands for rotational grazing. Roaded entrances to the ownership are gated, preventing unwanted entry to the private residence and the parcel's private existing, seasonal road systems. The main US Forest Service road 650 that bisects the ownership is not gated as it is a public road where permission to pass is not required.

The property contains two historic barns that Ms. Blake has upgraded, as well as one residence. There are existing, seasonal roads present within the ownership which are remnants from previous harvest entries. The existing road system does not provide exhaustive access to the ownership, but do provide access to a significant portion of the property's forestlands. Traditional ground based logging infrastructure such as skid trails and landings exist within the ownership.

### **Forest Infrastructure**

**Discuss overall forest structure, percent of productive forest soils, regeneration levels and current silvicultural practices:** The Lemon Canyon Ranch contains 517 acres of productive forest lands. These stands generally contain traditional east side pine stands containing predominantly Jeffrey Pine (*Pinus jeffreyii*), with nominal components of White fir (*Abies concolor*), Incense Cedar (*Libocedrus decurrens*), and Western Juniper. Regeneration levels are minimal in most portions of the pine stands due to excessive stand density. Western Juniper regeneration appears to be encroaching into what were predominantly pine stands, and along the transition lines between eastside pine and juniper stands. Some skid trails, landings, and select forest openings exhibit pine regeneration, likely the result of previous disturbance during logging. Understory vegetation is generally lacking throughout the east side pine stands. Basal area of the merchantable stands ranges from 140-215 square feet basal area per acre. Jeffrey pine is the most abundant species, with nominal amounts of Western Juniper, Incense Cedar, and White fir also present. The stands have been selectively logged in the past, yet it appears no forest management activity has occurred in the past 25 with the exception of isolated areas of precommercial thinning.

Where soils are not capable of supporting east side pine stands, Western Juniper (*Juniperus occidentalis*) dominates the site with a shrub layer composed of sagebrush (*Pursha tridentata*). Generally, southern exposures and other hot, dry sites on the

ownership are dominated by Western Juniper, a species well adapted to these adverse conditions. Western juniper regeneration is encroaching into the eastern pine stands, and the delineation between stand types is becoming less apparent over time. Western juniper and white fir are the most abundant conifer regeneration present in the Ranch's forestlands, indicative of these changing conditions. This is likely the result of excessive stand densities creating water stress and excessive shade for pines, as well as a changing climate that is more suitable for Western Juniper.

Though native to the area, the increasing spread of Western Juniper should be inventoried on the property. Western Juniper is a tree that can readily reproduce in adverse conditions that preclude regeneration of other conifer species. As a young tree, Juniper is vigorous and develops an extensive root system before growing taller above ground, and is not palatable to wildlife. Hence it begins at an early age to dominate root space and consume soil water that is so crucial for regeneration of other conifers. By doing so, juniper continues to self-perpetuate by creating conditions suitable for its own regeneration, but that which are adverse for others. Juniper is not fire resistant, and naturally wildfire is what kept Juniper populations in check. Without fire, and not being palatable as browse, Juniper regeneration is a significant component of the conifer regeneration on your property. This issue should be addressed to maintain the appropriate species composition within your forested stands. I would suggest hand thinning of areas where excessive Juniper regeneration is attempting to capture the site.



**Picture 1: Western Juniper regeneration encroaching into previously pine-dominated stands.**

**Note current conservation practices for forest lands, including insect or disease problems.** This document will provide guidance for conservation practices for the Ranch's forestlands. Specific forestry practices to be applied include pre-commercial thinning to enhance forest health, vigor, and fire resiliency. Areas of suitable soils that lack conifer regeneration may be replanted in effort to increase conifer stocking.

Following continued evaluation of conifer growth over time, commercial thinning of the forestlands may occur where appropriate. Unevenage management practices will be applied to increase conifer growth across all diameter classes and capture any insect or disease affected trees.



**Picture 2: Western Juniper encroaching into previously pine-dominated stands along the transition line between the Eastside Pine and Western Juniper stands.**

## **Roads**

**Describe road system including major trails (see Road System in Map Section. Discuss stream crossings and drainage improvements. Are culverts and other crossings are adequately sized for 100 year storm events; Describe current road maintenance for erosion reduction, road surface condition, weed control, and time-of-year (seasonal) use:** USFS Road 650, a seasonal public road, provides the main access to the Ranch ownership. The Lemon Canyon Ranch ownership contains approximately 3.5 miles of private roads that are unimproved, seasonal roads with native surface. Road surfaces indicate minor rilling due to lack of adequate surface drainage. Placement of waterbars along the internal ranch roads will provide for surface drainage and prevent surface erosion and associated sediment transport. The internal Ranch roads are each gated to prevent unrestricted public entry and use.

There are five watercourse crossings of unnamed ephemeral watercourses on the Ranch roads, as identified on the project map and within the table below:

Crossing ID	Existing Structure	Functionality	Repair Needed
A	30" CMP	Functional; Rust line ¼ of CMP circumference, no signs of overtopping or CMP failure.	None.
B	Ford Crossing	Not Functional; Crossing site has been degraded by movement of Class III channel;	Install rock ford utilizing 12" native angular rock on bottom overlain with 6"+ native angular rock to make a stable operating surface; abandon road above (upstream of) crossing.
C	Ford Crossing	Functionality compromised due to native (unrocked) surface	Enhance the shape of the dip by slightly increasing the depth and width of the dip to adequately capture watercourse flow and keep the flow from lateral movement down the road; rock dip with 6"+ native angular rock
D	Ford Crossing	Functionality compromised due to native (unrocked) surface	Enhance the shape of the dip by slightly increasing the depth and width of the dip to adequately capture watercourse flow and keep the flow from lateral movement down the road; rock dip with 6"+ native angular rock
E	30" CMP with rock wall inlet	Functional; Fill slope shows historic erosion on outlet side; No obvious signs of CMP overtopping otherwise, nor signs of CMP failure as rust line is 1/8 <sup>th</sup> CMP circumference.	To prevent further slumping of road surface/fill slope, rock armor the fill slope; Place critical dip downhill of crossings site to redirect water away from fillslope, and prevent further sediment transport; Retain existing CMP.
F	Ford Crossing	Functionality compromised due to native (unrocked) surface	Enhance the shape of the dip by slightly increasing the depth and width of the dip to adequately capture watercourse flow and keep the flow from lateral movement down the road; rock dip with 6"+ native angular rock

G	Ford Crossing	<p>Not functional; Road uphill from this Class III ford crossing has become wallowed out &amp; moderately entrenched, creating a direct conduit for sediment transport. Entrenchment of the road prism above this crossing makes reestablishing surface drainage impossible without reconstruction of road.</p> <p>Reconstruction of road not necessary as management units are not present north of this crossing.</p>	<p>Abandon Road above existing Class III ford crossing; Abandon Class III crossing; Create turnaround prior to crossing site.</p>
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Each of the aforementioned watercourse crossings provides road access over Class III watercourses.

Annual inspection of the road surface and erosion control facilities, such as waterbars and culverts, is a crucial component of timberland management. The soils contained within the Ranch ownership has a “moderate” erosion rating, indicating that soil texture and physical characteristics may be subject to erosion due to storm events, land management practices, and the cumulative effects of these combined actions. Accordingly, it is of utmost importance to inspect the roads, waterbars, rolling dips, and culverts each fall prior to winter storms. This annual maintenance program will identify if functionality of any culvert or erosion control structure has been compromised, and will allow for mitigation prior to winter precipitation.

Should surface erosion be identified during this inspection, additional waterbars or rolling dips may need to be installed to prevent recurrent erosion at the site. Similarly, if a culvert or culverts appear to be overcome by seasonal flow, it may be necessary to consult with the RPF about revisiting culvert sizes and replacing problematic culverts if the current pipes prove to not be sufficiently passing stream flow and debris.



**Picture 3: Typical Lemon Canyon Ranch existing seasonal road providing access into timbered stands.**

### **Access and Security**

**Are property boundaries identified including fences, gates, and boundary or corner markers?** Property corners for the Lemon Canyon Ranch ownership have been established through previous legal land survey. The Property partially borders the U.S. Forest Service's Tahoe National Forest to the north and south, and is fully bordered by Forest Service lands to the east; the Property partially borders private lands to the north and south, and is fully bordered by private lands to the west. Treatment boundaries will be identified by the RPF following location of the ownership's property corners and associated ownership boundary lines. Locked gates on the Ranch's private access roads prevent trespass into the parcel from USFS Rd 650. Due to these locked gates. Trespass upon the Ranch's private road network has not been a significant problem in the past.

### **Review how current property management interacts with neighboring properties.**

The majority of the Lemon Canyon Ranch ownership perimeter is bound by by the US Forest Service. The remaining perimeter is bound by private ranches and the Campbell Hot Springs, a private hot spring business. The portion of the Ranch under a grazing management plan compliments neighboring private parcels utilized for cattle ranching purposes. Forest and shrubland components of the ownership are planned for long term sustainable forest management, similar to the land management objectives of the US Forest Service adjacent to the Ranch. Therefore, the planned land management objectives and activities for the Lemon Canyon Ranch will support and enhance the existing land management uses outside of the ownership.

**Current Property Conditions, con't:****Recreation****Describe current recreational opportunities including supporting resources.**

The Lemon Canyon Ranch generally provides non-motorized recreational opportunities for the landowner. A single residence is present on the ownership which provides a secluded retreat for the landowner and invited guests. As the ownership is not open for public use, it does not present public recreational opportunities.

**Invasive Species****Discuss invasive species found and current eradication measures.**

Yellow Starthistle (YST) is an invasive species located in isolated populations within the Lemon Canyon Ranch ownership. This weed is best controlled through the hand pulling, or application of Transline or Milestone, each available from the County Agriculture Commissioner's Office. Within the ownership, existing YST populations should be inventoried and treated with the appropriate herbicide annually until the weed is abated. Though YST can be effectively reduced by goats while in the rosette stage, each seed head contains up to 30 seeds that can stay dormant in the soil for decades.



**Picture 4: Yellow Star Thistle in full bloom. Each such seed head contains approximately 30 or more seeds for dissemination after the blooming season.**



**Picture 5: Yellow Star Thistle in the "rosette" stage, prior to the blooming season.**

**Current Property Conditions, con't:**

**Soils:**

**Describe and map (in map section) soil types, site class, estimated growth/acre/year, erosion hazard ratings, equipment limitations, known geological hazards and landslides. Place supporting soil data and any other available ecological site descriptions (ESDs) in Appendix 4.**

Soils on the property are generally moderately deep to very deep with low to moderate Erosion Hazard Ratings as defined by the California Forest Practice Rules. Most of the upland soils are capable of supporting forest or shrub habitats, and are of mid to low Site Class III forest productivity. The majority of the upland soils supporting the east side pine and sierra mixed conifer forests are of mid Site Class III. The upland forests that support the Juniper stand type and sagebrush are of low Site Class III to high Site Class IV. The table below identifies the soil types present on the ownership according to the USDA Soil Service. Though this soil information is rather accurate for the minor soil types, it does not accurately reflect all soil types, as in the case of the Meiss-Waca-Cryumbrepts Wet Complex. The soil information indicates this specific soil type encompasses both valley floor and extreme upland settings, across a variety of vegetation types. The RPF believes this information to be an oversight, or representation of the best information possible without a formal soil survey of the ownership. Field survey by the RPF indicates the upland area shown as “MLG” for Meiss-Waca-Cryumbrepts Wet Complex is in fact the Aldi-Kyburz-Rock outcrop complex, indicated on the map as “KRG” or “KRG2”. Accordingly, this would change the percent of ownership for the Aldi-Kyburz-Rock outcrop complex to approximately 60%, and reduce the Meiss-Waca-Cryumbrepts Wet Complex to approximately 14%. Land management decisions have been based off this assumption as it was founded upon field inspection, which is likely of much greater accuracy than USDA soils data.

Soil Type	Parent Material	EHR	Texture/Depth/Drainage	% of Ownership
Aldi-Kyburz-Rock Outcrop Complex	Igneous	Moderate	Gravelly clay loam/18-22"/Well drained	1.5
Aldi-Kyburz-Rock Outcrop Complex	Igneous	Moderate	Gravelly clay loam/18-22"/Well drained	1.1
Coolbirth Silt Loam	Alluvium from mixed sources	Low	Sandy clay loam/6"/poorly drained	6.4
Dotta Sandy Loam	Metamorphic/igneous	Low	Sandy Loam/68"/well drained	1.5
Kyburz-Trojan Complex	Igneous	Moderate	Gravelly clay loam/34-38"/well drained	0.4
Kyburz-Aldi Complex	Igneous	Moderate	Gravelly clay loam/34-38"/well drained	0.2
Meiss-Waca-Cryumbrepts Wet Complex	Andesite	Moderate	Gravelly sandy loam/19-23"/excessively drained	84.0
Martineck Very Stony Sandy Loam	Igneous	Moderate	Stony sandy loam/20"/well drained	0.1
Ramelli Clay	Mixed alluvium	Low	Clay loam/64"/very poorly drained	4.8



**Picture 6: Dry uplands slopes delineated as “Meiss-Waca-Cryumbrepts Wet Complex” according to standardized USDA soils data. RPF field inspection of these soils indicates they are more likely “Aldi-Kyburz-Rock Outcrop”.**

### **Streams, Wetlands, and Ponds**

**Describe water resources present including streams, wetlands and ponds. Show State and Federal classifications.** The Lemon Canyon Ranch contains three Class III watercourses that generally flow in response to precipitation, and do not contain riparian species or riparian habitat conditions. The ownership also contains Lemon Canyon Creek, a class II watercourse, and the Miller-Dillera Ditch, a manmade irrigation feature. The water flowing into the Miller-Dellera Ditch is provided by the Sierra Valley Water Company, which delivers water from the Middle Fork Feather River watershed and the Little Truckee River watershed for exclusive use on Lemon Canyon Ranch.

Each Lemon Canyon Creek and the ditch contain riparian habitat unique to the ownership. Upland stream sections of Lemon Canyon Creek are heavily vegetated, with conifers, cottonwoods, and/or aspen in the overstory and willows, alders, and other native plants typical of Montane Riparian / Hardwood habitat types in the understory. Lower stretches of Lemon Canyon Creek are of reduced stream gradient and streamflow. This section contains willows, alders and some cottonwoods along the stream banks until reaching the barn complex where willow habitats transition to sedge and grass habitats. In the lowest, pasture portion of Lemon Canyon Creek, it braids into smaller, shallow, streams that support a more extensive wet meadow ecosystem. These habitats are comprised of open areas with persistent wet soil conditions and a dense layer of herbaceous plants. Seasonally flooded and with limited drainage capacity, these habitats tend to support a more specialized set of plant and animal species.

### **Air Resources**

**Discuss how unwanted vegetation is currently treated or removed from property.**

Currently, removal of unwanted vegetation is strictly in the planning stages. Unwanted vegetation would be composed of small suppressed and intermediate trees removed as part of forest thinning activities. Such vegetation that is targeted for removal will be treated through chipping, and either broadcast or used otherwise on site, or removed for use in biomass energy production plants. Burning of this unwanted material is not desired by the landowner.

### **Fish & Aquatic Species**

**Identify fish streams and note streams with anadromous fish or listed fish species as well as other significant aquatic species using the water resources and riparian area(s).**

During data collection for the Lemon Canyon Baseline Report, no special aquatic species of status were located within or adjacent to the ownership boundaries. There are 6.5 miles of perennial and ephemeral streams on the Lemon Canyon Ranch ownership. There are two springs on the property, one of which contains Montane Riparian/HARdoowd habitat. A portion of the flow from this spring is diverted in an existing micro-hydropower system to provide energy as well as water to the Ranch's sole residence. The remaining flow forms a perennial stream that eventually flows into Lemon Canyon Creek and the wet meadow complex west of the residence.

Lemon Canyon Creek flows through the ownership and contains Brown Trout, though it is an introduced species. It can be inferred that due to the moderately xeric setting of the ownership, that the water resources presented in the ownership stream, spring, and ditch, provide unique and vital resources for the area's wildlife. All water resources within the ownership shall be protected with the appropriate watercourse protection measures required by the California Forest Practices Act and the restrictions set forth in the Lemon Canyon Ranch Conservation Easement.

**Describe general condition of the fish habitat including large wood, pools, riparian cover, migration barriers and current or desired buffer widths.**

Lemon Canyon Creek contains native boulder and cobble substrate. The creek exhibits select plunge pools in the lower gradient portions of the stream. Riparian vegetation includes predominantly black cottonwood, with nominal components of quaking aspen, willow and young growth conifers. Conifers also create the overstory along portions of Upper and Mid Lemon Canyon Creek. Lemon Canyon Creek will be protected by a 75' foot Equipment Limitation Zone, and timber harvest within the zone will focus on enhancement of aquatic habitat and stream side habitat.

### **Upland Wildlife**

**Identify bird and animal species observed or known to be present; Describe general condition of habitat and the habitat elements such as den sites, snag retention, downed wood, migration corridors and water sources.**

A scoping process was conducted to determine what habitats and/or species are known to inhabit the project area and vicinity. The February 2014 CNDDDB & CNPS (Sierraville quadrangle) were consulted as part of the scoping process. This extent of scoping provided information on species and habitats within three miles of the property, as required.

Below is a list of the species of status identified during scoping, habitat requirements, and the presence or absence of suitable habitat within the project area.

CommonName (ScientificName)	Rare Plant Rank	Habitat	Possibility of Presence
Austin's astragalus (Astragalus austinae)	1B.3	Alpine boulder and rock field (AlpBR) •Subalpine coniferous forest (SCFr)/Rocky.	Not likely, the project area does Not contain suitable habitat for This species.
Lemmon's Milk Vetch (Astragalus lemmonii)	1B.2	Great Basin scrub (GBScr) •Meadows and seeps (Medws) •Marshes and swamps (MshSw)(lake shore	Possible, project area contains Suitable habitat for this species.
Scalloped moonwort (Botrychium crenulatum)	2B.2	•Bogs and fens (BgFns) •Lower montane coniferous forest (LCFr) •Meadows and seeps (Medws) •Marshes and swamps (MshSw)(freshwater) •Upper montane coniferous forest (UCFr)	Possible, project area contains Suitable habitat for this species.
Common moonwort (Botrychium lunaria)	2B.3	•Meadows and seeps (Medws) •Subalpine coniferous forest (SCFr) •Upper montane coniferous forest (UCFr)	Possible, project area contains Suitable habitat for this species.
Davy's Sedge (Carex davyi)	1B.3	•Subalpine coniferous forest (SCFr) •Upper montane coniferous forest (UCFr)	Possible, project area contains Suitable habitat for this species.
Mud sedge (Carex limosa)	2B.2	•Bogs and fens (BgFns) •Lower montane coniferous forest (LCFr) •Meadows and seeps (Medws) •Marshes and swamps (MshSw) •Upper montane coniferous forest (UCFr)	Possible, project area contains Suitable habitat for this species.
Fell-fields claytonia (Claytonia megarhiza)	2B.3	•Alpine boulder and rock field (AlpBR) •Subalpine coniferous forest (SCFr)(rocky or gravelly)/In crevices between rocks	Possible, project area contains Suitable habitat for this species.
Globose cymopterus (Cymopterus globosus)	2B.2	•Great Basin scrub (GBScr)/sandy, open flats	Possible, project area contains Suitable habitat for this species.
English Sundew (Drosera anglica)	2B.3	•Bogs and fens (BgFns) •Meadows and seeps (Medws)(mesic)	Possible, project area contains Suitable habitat for this species.
Oregon Fireweed (Epilobium oreganum)	1B.2	Bogs and fens (BgFns) •Lower montane coniferous forest (LCFr) •Upper montane coniferous forest (UCFr)/mesic	Possible, project area contains Suitable habitat for this species.
Nevada Daisy (Erigeron eatonii var.nevadincola)	2B.3	•Great Basin scrub (GBScr) •Lower montane coniferous forest (LCFr) •Pinyon and juniper woodland (PJWld)/rocky	Possible, project area contains Suitable habitat for this species.
Starved daisy (Erigeron miser)	1B.3	•Upper montane coniferous forest (UCFr)(rocky)	Possible, project area contains Suitable habitat for this species.
Donner Pass Buckwheat (Erigonum umbellatum var. torreyanum)	1B.2	•Meadows and seeps (Medws) •Upper montane coniferous forest (UCFr)/volcanic, rocky	Possible, project area contains Suitable habitat for this species.
Alkali hymenoxys (Hymenoxys lemmonii)	2B.2	•Great Basin scrub (GBScr) •Lower montane coniferous forest (LCFr) •Meadows and seeps (Medws)(subalkaline)	Possible, project area contains Suitable habitat for this species.

Sierra Valley ivesia ( <i>Ivesia aperta</i> var. <i>aperta</i> )	1B.2	<ul style="list-style-type: none"> <li>•Great Basin scrub (GBScr)</li> <li>•Lower montane coniferous forest (LCFRs)</li> <li>•Meadows and seeps (Medws)</li> <li>•Pinyon and juniper woodland (PjWld)</li> <li>•Vernal pools (VnPIs)/vernally mesic, usually volcanic</li> </ul>	Possible, project area contains Suitable habitat for this species.
Plumas ivesia ( <i>Ivesia sericoleuca</i> )	1B.2	<ul style="list-style-type: none"> <li>•Great Basin scrub (GBScr)</li> <li>•Lower montane coniferous forest (LCFRs)</li> <li>•Meadows and seeps (Medws)</li> <li>•Vernal pools (VnPIs)/vernally mesic, usually volcanic</li> </ul>	Possible, project area contains Suitable habitat for this species.
Webber's Ivesia ( <i>Ivesia webberi</i> )	1B.1	<ul style="list-style-type: none"> <li>•Great Basin scrub (GBScr)(volcanic ash)</li> <li>•Lower montane coniferous forest (LCFRs)</li> <li>•Pinyon and juniper woodland (PjWld)/sandy or gravelly</li> </ul>	Possible, project area contains Suitable habitat for this species.
Seep kobresia ( <i>Kobresia myosuroides</i> )	2B.2	<ul style="list-style-type: none"> <li>•Alpine boulder and rock field (AlpBR)(mesic)</li> <li>•Meadows and seeps (Medws)(carbonate)</li> <li>•Subalpine coniferous forest (SCFRs)</li> </ul>	Possible, project area contains Suitable habitat for this species.
Long-petaled lewisia ( <i>Lewisia longipetala</i> )	1B.3	<ul style="list-style-type: none"> <li>•Alpine boulder and rock field (AlpBR)</li> <li>•Subalpine coniferous forest (SCFRs)(mesic, rocky)/Granitic</li> </ul>	Possible, project area contains Suitable habitat for this species.
Broad-nerved hump moss ( <i>Meesia uliginosa</i> )	2B.2	<ul style="list-style-type: none"> <li>•Bogs and fens (BgFns)</li> <li>•Meadows and seeps (Medws)</li> <li>•Subalpine coniferous forest (SCFRs)</li> <li>•Upper montane coniferous forest (UCFRs)/damp soil</li> </ul>	Possible, project area contains Suitable habitat for this species.
Tall Alpine Aster ( <i>Oreostemma elatum</i> )	1B.2	<ul style="list-style-type: none"> <li>•Bogs and fens (BgFns)</li> <li>•Meadows and seeps (Medws)</li> <li>•Upper montane coniferous forest (UCFRs)/mesic</li> </ul>	Possible, project area contains Suitable habitat for this species.
Rayless mountain ragwort ( <i>Pakera indecora</i> )	2B.2	<ul style="list-style-type: none"> <li>•Meadows and seeps (Medws)(mesic)</li> </ul>	Possible, project area contains Suitable habitat for this species.
Susanville beardtongue ( <i>Penstemon sudans</i> )	1B.3	<ul style="list-style-type: none"> <li>•Great Basin scrub (GBScr)</li> <li>•Lower montane coniferous forest (LCFRs)</li> <li>•Pinyon and juniper woodland (PjWld)/volcanic, rocky, sometimes roadsides</li> </ul>	Possible, project area contains Suitable habitat for this species.
Modoc County knotweed ( <i>Polygonum polygaloides</i> ssp. <i>Esotericum</i> )	1B.1	<ul style="list-style-type: none"> <li>•Great Basin scrub (GBScr)</li> <li>•Lower montane coniferous forest (LCFRs)</li> <li>•Meadows and seeps (Medws)</li> <li>•Vernal pools (VnPIs)/mesic</li> </ul>	Possible, project area contains Suitable habitat for this species.
White-stemmed pondweed ( <i>Potamogeton praelongus</i> )	2B.3	<ul style="list-style-type: none"> <li>•Marshes and swamps (MshSw)(deep water, lakes)</li> </ul>	Not likely, the project area does Not contain suitable habitat for This species.
Robbin's pondweed ( <i>Potamogeton robbinsii</i> )	2B.3	<ul style="list-style-type: none"> <li>•Marshes and swamps (MshSw)(deep water, lakes)</li> </ul>	Not likely, the project area does Not contain suitable habitat for This species.
Sticky pyrrocoma ( <i>Pyrrocoma lucida</i> )	1B.2	<ul style="list-style-type: none"> <li>•Great Basin scrub (GBScr)</li> <li>•Lower montane coniferous forest (LCFRs)</li> <li>•Meadows and seeps (Medws)/alkaline clay</li> </ul>	Possible, project area contains Suitable habitat for this species.
Alder buckthorn ( <i>Rhamnus alnifolia</i> )	2B.2	<ul style="list-style-type: none"> <li>•Lower montane coniferous forest (LCFRs)</li> <li>•Meadows and seeps (Medws)</li> <li>•Riparian scrub (RpScr)</li> <li>•Upper montane coniferous forest (UCFRs)</li> </ul>	Possible, project area contains Suitable habitat for this species.
Northern goshawk ( <i>Accipiter gentilis</i> )	DFG: SC	<p>Three basic components of Northern goshawk habitat are generally recognized: nest area, post fledging-family area and foraging area. Nest areas are typically</p>	Possible, project area contains Suitable habitat for this species.

		located on a northerly aspect in a drainage or canyon, often near a stream. The nesting pair occupies the nest from early March to late September. The nest area is the center of all movements and behaviors associated with breeding from courtship through fledging. The post fledging-family area generally extends 420 areas from the nest area and includes all forest types and conditions. Interspersed small openings, snags, downed logs, and woody debris is critical attributes. The foraging area is approximately 5,400 acres in size surrounding all previously mentioned components. Within the foraging area, all available habitats and forest types are opportunistically used depending on prey availability.	
Greater Sandhill Crane	DFG: T	Both greater (G. c. tabida) and lesser (G. c. canadensis) sandhill cranes occur throughout California, with breeding populations present in Siskiyou, Modoc, Lassen, Plumas and Sierra counties. In summer, this species occurs in and near wet meadow and fresh wetland habitats. It winters primarily in the Sacramento and San Joaquin valleys from Tehama Co. south to Kings Co. where it frequents annual and perennial grassland habitats, moist croplands with rice or corn stubble, and open, emergent wetlands. It prefers relatively treeless plains. When foraging they prefer open shortgrass plains, grain fields, and open wetlands. Moist sites are commonly used, but they also feed on dry plains far from water focusing on grasses, forbs, especially cereal crops (newly planted or harvested). Cranes roost at night in flocks standing in moist fields or in shallow water. They roost in expansive, dry grasslands, island sites, and wide sandbars. When nesting they prefer open habitats with shallow lakes and fresh emergent wetlands. In winter they also inhabit dry grass and croplands especially near wetlands. Cranes travel in great flocks with rapid and direct migration both night and day. They stop only for short periods to feed and rest. Peak breeding May until July, and nesting completed by late August.	Possible, the project area contains habitat suitable for this species.
Willow Flycatcher	State:E	Willow Flycatcher habitat generally includes wet meadow areas beginning at 0.22 acres in size with 50 to 70 percent cover by willow clumps interspersed with open areas containing sedges and grasses for foraging. Free flowing water is required during the early stages of breeding and pair formation but may dry during late June to August. Water and willows are critical elements of territories in the Sierra Nevada.	Possible, project area contains Suitable habitat for this species.
Sierra Nevada Red Fox	DFG: T	This species is rare in Sierra Nevada, but widely distributed in lowlands in central and southern California. Sierra Nevada populations may be found in a variety of habitats, including alpine dwarf-shrub, wet meadow, subalpine conifer, lodgepole pine, red fir, aspen, montane chaparral, montane riparian, mixed conifer, and ponderosa pine. Jeffrey pine, eastside pine, and montane hardwood-conifer also are used. Most sightings in Sierra Nevada above 7000 ft, ranging from 3900-11,900 ft. The red fox hunts small and medium-sized mammals, ground squirrels, gophers, mice, marmots, woodrats, and rabbits. Other vertebrates, insects, carrion, fruits, and earthworms used occasionally. Hunts in meadows, fell-fields, grasslands, wetlands, and other open	Possible, project area contains Suitable habitat for this species.

		habitats. Den sites include rock outcrops, hollow logs and stumps, and burrows in deep, loose soil. In the Sierra Nevada they prefer forests interspersed with meadows or alpine fell-fields. Mating takes place in late winter (January-March), and after a gestation period of 52 days, young born in early spring (March-May). One litter a year may be born, with litter sizes in many studies averaging 5 young.	
Sierra Marten	DFG: SC	Endemic to the Sierra Nevada region. The Sierra Marten is a common resident of the Sierra Nevada's. Optimal habitats are various mixed evergreen forests with more than 40% crown closure, with large trees and snags. Important habitats include red fir, lodge pole pine, subalpine conifer, mixed conifer, Jeffrey pine, and eastside pine. Sierra martens are mostly carnivorous, taking primarily small mammals. They use cavities in large trees, snags, stumps, logs, or burrows, caves, and crevices in rocky areas for denning cover. Nests are located in cavities, as described above, lined with leaves, grass, mosses, or other vegetation. They prefer habitat with limited human use. Martens require a variety of different-aged stands, particularly old-growth conifers and snags, which provide abundant cavities for denning and nesting. Tend to travel along ridge tops, and rarely move across large areas devoid of canopy cover.	
California Wolverine	Federal: Proposed For listing as threatened	Primary habitat of the wolverine is forest and tundra. The wolverine does not migrate or hibernate, and is known for their voracious appetites and diverse diet including meat, eggs, roots, berries, and the remains of wolf kills. The wolverine marks its food caches with a foul smelling musk to repel other carnivores. This mammal's dens may contain leaves or grass in a protected place. They have a lengthy mating season from April to September, with young remaining with the mother for two years.	
American Badger	None	Preferred habitat of the badger is open plains and prairies, farmland, and sometimes the edge of woods. American badgers lead more solitary lives except during mating and when females are rearing their young. They occupy large ranges which may overlap; the American badger is largely nocturnal. Away from human disturbance, daytime activity is not uncommon. These animals become less active as winter approaches, and may enter a period of semi-dormancy during winter itself. In the warmer seasons the badger is active year round. The American badger digs larger numbers of smaller, simpler burrows or dens throughout its range. Most of these are occupied only for very short periods, especially during the summer, when the badger travels widely and may spend each night in a new burrow. This animal is very carnivorous and actively hunts its prey, including small mammals, insect larvae, reptiles, amphibians, and vegetable material. Litters of 2-3 young are usually born in March or April. The young may disperse soon after weaning, or they may remain until the approach of the next breeding season in late summer or autumn when they seek out home ranges of their own. The American badger is preyed upon by bears, coyotes, cougars, and golden eagles, with young badgers being particularly vulnerable.	Possible, project area contains Suitable habitat for this species.

**CNPS List Definitions:**

- List 1A. = A CNPS ranking applied to plants presumed extinct in California.
- List 1B = A CNPS ranking applied to plants rare, threatened, or endangered in California and elsewhere.
- List 2 = A CNPS ranking applied to plants rare, threatened, or endangered in California, but more common elsewhere.
- List 3 = A CNPS ranking applied to plants about which we need more information—a “review” list.
- List 4 = A CNPS ranking applied to plants of limited distribution—a “watch” list.

**CNPS Threat Code meanings:**

- .1 = Seriously endangered in CA
- .2 = Fairly endangered in CA
- .3 = Not very endangered in CA
- DFG = California Department of Fish and Wildlife
- T = Threatened
- E = Endangered

The possibility of presence within the ownership was determined by analysis of suitable habitat for a given species. The CWHR reports the Lemon Canyon Ranch to contain the following habitat types:

<b>CWHR Type</b>	<b>Acres</b>	<b>% Total</b>
Annual Grass	352.9	24.32
Eastside Pine	474.3	32.68
Juniper	60.0	4.13
Montane Chaparral	23.6	1.63
Montane Riparian	2.1	0.14
Sagebrush	441.0	30.38
Sierran Mixed Conifer	43.3	2.98
Wet Meadow	54.3	3.74



**Picture 7: Wildlife snag/perch tree typical of upland slopes within the Lemon Canyon Ranch.**

# LANDOWNER MANAGEMENT OBJECTIVES

## Desired Forest Condition:

### Fire protection & Forest Health objectives:

Through thinning from below, create and maintain a fire resilient stand structure containing a diversity of age classes and diameters. Horizontal and vertical fuels will be generally discontinuous, with intensity of thinning based on aspect and slope. The hottest, driest, and steepest slopes will be scheduled for more intense thinning levels, while gentle, cooler areas will be receive less thinning, with the focus being on reduction of surface and ladder fuels. Riparian areas will generally be left unthinned, unless thinning can be applied to enhance riparian species such as quaking aspen, willow, and cottonwood.

The planned forest thinning will reduce conifer stocking to levels that maximize conifer growth, vigor, and fire resiliency. The residual stands will also have increased resilience to insect and disease, and be more apt to withstand the water stress that may be associated with anticipated changing climate conditions.

### Insects and disease concerns

The planned forest thinning will increase forest health by redistributing growth onto fewer conifer stems per acre, resulting in overall improved tree vigor. Trees exhibiting insect or disease infestation will be targeted for removal during the thinning process. Large trees that exhibit infestation may be fell during pre commercial activities, have limbs and tops chipped, and have the bole embedded on the forest floor to provide for wildlife habitat and future soil benefit.

### Invasive plant and animal concerns:

Equipment may be required to conduct the precommercial thinning activities. To protect the ownership from introduction of invasive plants, all equipment utilized as part of the CFIP operations will be required to be washed prior to entry on the Ranch. Known populations of Yellow Star Thistle will be monitored and treated through hand pulling or herbicide application, at the discretion of the landowner. During land management activities, should additional populations of invasive plants be discovered, they will be reported to the RPF for consultation with the landowner regarding abatement and control.

### Trespass concerns:

Maintenance of existing gates and postings on the ownership will help reduce uncontrolled public use the Lemon Canyon Ranch ownership, and will help inform the public of the presence of the private property. Recreational use of the property including will only be allowed with prior landowner permission, and violations and/or vandalism will need to be reported to the appropriate law enforcement agency to quickly address such issues. Additional postings and/or gates may be required in response to trespass should such it become a significant or reoccurring issue.

**Wildlife:**

**Desired species habitat improvement:**

The reduction of stand density through forest thinning will provide for enhanced forest habitat for native wildlife species. The planned thinning will also help hasten old growth conifer conditions, which will create unique forest habitat for wildlife. Application of silvicultural practices through time will encourage the establishment of a diverse and unevenaged forest, which will provide for sustained and stable wildlife habitat.

**R and E species habitat concerns:**

The CNDDDB and CWHR scoping effort indicated the Ranch may provide suitable habitat for the greater sandhill crane, a State Endangered species. According to the Lemon Canyon Ranch Baseline Report, Plumaviviparus is also present on the ranch. The Sierra Valley Watershed Assessment (2005) has indicated a variety of other special status species that are present in the Valley, and therefore may find suitable habitat on the Lemon Canyon Ranch, including: fringed myotis, long-eared myotis, long-legged myotis, northern goshawk, willow flycatcher, prairie falcon, hoary bat, pallid bat, Sierra Marten, American Badger, black-tailed deer, lespedeza, Nevada daisy, Sierra Valley Evening Primrose, and Webber's Ivesia. There are no known threatened, endangered, or sensitive aquatic species known to exist on the Ranch ownership.

The landowner seeks to maintain and enhance the habitat for any rare or endangered species, and the land management activities proposed in this report support that objective.

**Additional Objectives:**

**Aesthetics:**

Hastening of old growth forest conditions will provide for increased aesthetic value of the Lemon Canyon Ranch. Often, forest thinning results in improved view of natural topography through a well stocked, yet thinned, forest. Though the primary objective is conservation of the forested stands through fuels reduction, the improved aesthetics that result from forest thinning can be seen as a benefit of this forest management.

**Income:**

The ability of the ownership's forests to create revenue is not an objective of the landowner. Rather, the landowner desires active forest management that will enhance the forestland vigor and reduce the risk of catastrophic wildfire.

**Family Legacy:**

The landowner's objective is to establish a viable forest and manage it under its current state utilizing a variety of appropriate silvicultural practices. It is the desire of the landowner to keep the subject property in the possession of the family for future generations. The owner has no desire to sell, trade, or otherwise change ownership or management objectives. This land will be maintained as a family legacy. Upon the death of the current owner, this land will pass to other family members, and will be guided by a trust document detailing the current owner's wishes to maintain the land as a sustainable forest and remain in the family.

**Livestock (optional):**

The landowner will continue to allow cattle grazing on the property in accordance with the grazing management plan developed for the ownership by the NRCS.

**Other (optional):** None

## MANAGEMENT PLAN IMPLEMENTATION

### **Constraints and Proposed Alternatives:**

The landowner desires to manage her ownership to continue to be productive timberland. The following alternatives to this objective were analyzed:

#### *Alternative 1 - No Action*

No forest management activities would occur under this alternative. The subject area would not be altered by management operations and stand development would be allowed to proceed into the future through natural succession.

#### *Alternative 2 - Silvicultural Treatments meeting the Landowner's Objective*

This alternative explored the feasibility of reestablishing the conifer stands, taking into account economic, environmental, legal, social and technical factors. Various silvicultural prescriptions were considered, each focusing on the reestablishment of a forested landscape and the eventual production of high quality timber products. Considerations were given to all silvicultural prescriptions. The selected prescription best promotes the establishment and development of the landowner's forests, with mitigation to protect all associated resources.

#### *Alternative 3 - Deferring Harvest to Alternative Site(s)*

This alternative considered deferring forest management from the proposed area of operations. The entire proposed plan area was examined to determine if operations were feasible. During this review, consideration was given to the impacts this operation may have on the general environment and cultural resources. Exclusion of all or portions of the project area was considered.

#### *Alternative 4 - Public Acquisition or Conservation Easement*

The Lemon Canyon Ranch is currently held in a Conservation Easement to protect the natural resources of the property while maintaining its forest and rangelands for productive use. Productive uses of the property include management of forest resources for timber, carbon sequestration, or restoration to and maintenance of a mature forest; management of rangeland areas for livestock grazing, grass/hay production, small scale agriculture, and/or restoration and maintenance of native grassland habitats to sustain fish and wildlife populations; and protection of watershed resources.

***Management Plan Implementation, con't***

**Economic Sustainability:**

**Discuss the value of a business plan and potential resource development.**

Forests are very unique investments. First, forests have simultaneous outputs which may or may not be readily captured by the market system. For example, along with the revenue from wood products, forests provide non-monetary outputs such as open space, beauty, habitat, and recreation. Second, our culture is trending toward putting greater emphasis on the non-monetary outputs (beauty, habitat), which is influencing forestry law, and in the opinion of some, inhibiting forestland owners from fully capturing the economic potential of their property. This is an unpriced and dynamic variable. Third, and perhaps the most influential, is the fact that forestry involves long cycles and great uncertainty. During rotations, there is tremendous uncertainty about future market conditions, processing facility locations, fuel prices, and so forth. These circumstances create a unique challenge to forest managers.

A business plan involving containing a solid economic forestry analysis will aid the landowner make many forest management decisions. The RPF can provide information to assist the landowner in this process. Business plans establish short term and long term goals, and clearly identify the step and timelines necessary to attain the identified goals. In a sound business plan, any problems should be identified, goals should be determined, alternatives isolated and analyzed (different ways goals can be met), and criteria for evaluation of alternatives should also be established (such as determining rate of return, net present value, etc).

Though economics cannot answer all questions related to forestry, due consideration of economic feasibility can clarify trade-offs, or the monetary and non-monetary gains and losses of decisions.

**Discuss tax liability and tax saving opportunities (see appendix #2).**

The parcels that create Lemon Canyon Ranch are primarily zoned Agriculture Preserve, with a 640 acres being zoned General Forestry. As these parcels are not held in Timber Production Zone (TPZ), the tax benefits associated with TPZ are not available.

***Management Plan Implementation, con't***

**Soils:**

**Discuss conservation practices for steep slopes, woody debris retention, nutrient cycling, vehicle travel, soil compaction, flood runoff, and livestock issues.**

**Steep Slopes:** Equipment will not operate on slopes exceeding 50% to prevent adverse impacts to soil resources. Less than 10% of the subject ownership contains steep ground exceeding 50% slope. Vegetation growing on the steep areas is exclusively brush and shrub species, and is not managed as productive timberland like the rest of the parcel. Soils are thinner and less capable than the rest of the parcel, so steep areas are not scheduled for forest management activities. These steep areas will be allowed to succeed naturally through time, and are expected to remain dominated by brush species for many decades.

**Woody Debris Retention/Nutrient Cycling:** The proposed forest management activities will support woody debris retention and nutrient cycling for future soil values. Many stands on the Ranch need to be precommercially thinned to reduce stand density. This thinning can be achieved through mechanical mastication, which will provide 1-4" of chipped woody material on the surface of the forest floor. Through time, this chipped material will break down and hasten the soil building process.

Snags 10"DBH and less may be targeted for removal during site preparation activities if active disease or insect infestation is present. However, snags 10" DBH and larger will remain standing at an approximate rate of 4 per acre where they exist. Over time, these snags will decay and eventually fall to the ground, creating downed woody debris that is available for continued decay, incorporation into soil resources, and nutrient cycling (specifically carbon).

**Vehicle Travel:** Private roads within the Lemon Canyon Ranch ownership are gated, preventing uncontrolled access. This control is especially useful during the winter period when vehicle use during wet conditions could cause excessive soil rutting and compaction.

**Soil Compaction:** Soil compaction within the Lemon Canyon Ranch ownership will be avoided by not allowing equipment operations during saturated soil conditions. Saturated soil conditions means that soil and/or surface material pore spaces are filled with water to such an extent that runoff is likely to occur. Indicators of saturated soil conditions may include, but are not limited to: 1) areas of ponded water, 2) pumping of fines from the soil or road surfacing material during timber operations, 3) loss of bearing strength resulting in the deflection of soil or road surfaces under a wet load, such as creation of wheel ruts, 4) spinning or churning of wheels or tracks that produces a wet slurry, or 5) inadequate traction without blading wet soil or surfacing materials.

Further, the operating surface of logging roads and landings shall be utilized only when stable. Stable operating surface means that the logging road or landing surface does not either (1) generate waterborne sediment in amounts sufficient to cause a turbidity increase in drainage facilities that discharge into Class I, II, III, or IV waters or, that is visible or would violate applicable water quality requirements; or 2) channel water for

**Management Plan Implementation, con't**

more than 50 feet that is discharged into Class I, II, III, or IV waters. This restriction applies to the entire operating period.

**Flood Runoff:** Surface erosion during periods of precipitation could result in sediment transport and the loss of surface soils, both detrimental to soil resources and productivity, as well as the beneficial uses of water. To prevent surface erosion within the Pekarek ownership, all roads and tractor roads utilized as part of CFIP operations will have water bars installed as described below:

Slope	0-10%	11-25%	26-50%	>50%
Moderate EHR	200ft	150ft	100ft	75ft

Waterbreaks will be constructed diagonally at a depth of 6 inches into solid road base and shall have a continuous firm embankment of at least 6” in height immediately adjacent to the lower edge of the waterbreak cut that allows drainage to flow unrestricted onto slash, rocks, or materials less erodible than native soil.

**Livestock Issues:** Issues related to livestock grazing have been mitigated as part of the grazing management plan developed for the ownership by the NRCS.

**Desired Forest Condition (Reforestation and Afforestation):  
Discuss areas desired for regeneration practices with specifications for natural seedling recruitment, site preparation, planting and/or follow-up.**

Replanting of pine seedlings is desired in the southeastern portion of the ownership that suffered from stand replacing wildfire in approximately 1959. Given the soil type and aspect of the areas affected by this historic fire, it is unlikely that this area supported a dense forest. Rather, the mesic conditions of this section of the ownership likely supported a more sparse stand of widely spaced Jeffrey pines with nominal Western Juniper. These areas are in need of artificial regeneration to reach acceptable conifer stocking of 300 seedlings per acre. These areas may need to be replanted at rates above 300 per acre as desiccation and browse by deer can be expected given site conditions. Higher rates of planting coupled with future interplanting will provide for the most diligent effort to restock the site.

Regeneration through artificial regeneration elsewhere throughout the ownership is not desired at this time. Rather, conditions conducive to the establishment of natural regeneration will be created through the proposed precommercial thinning operations. In these activities, stand density will be reduced, soil exposure to the forest floor thereby increased, and the soil will be disturbed during mechanical operations. Thus by default, the thinning operations are a form of site preparation for future pine regeneration.

Monitoring of treated areas following the precommercial thinning will indicate if artificial regeneration is necessary. Should an area continue to lack pine regeneration 5 years following the thinning operations, then artificial regeneration through planting of seedlings may be conducted.

**Management Plan Implementation, con't****Forest Stand Improvement**

**Describe the area to be improved including practice specifications for fire protection, thinning, pruning and regeneration:**

Forestlands within the Ranch ownership contain young growth eastside pine and mixed conifer stands. These stands are currently moderately to significantly overstocked and should receive pre-commercial thinning to reduce stand density and increase overall stand growth and vigor. This treatment will have the dual effect of also reducing the horizontal and vertical continuity of fuels, providing for reduced fuels within the residual green stands. Treatment will target small conifer trees up to and including 12" DBH for the purpose of reducing stand density and fuel loading. Precommercial thinning specifications have been provided in the "Resource Management Unit Information" sheets, following.



**Picture 8: Typical Eastside Pine stand exhibiting dense stands of pine regeneration necessitating thinning for increased fire resiliency and conifer growth and vigor through time.**



**Picture 9: Overly dense pine stands in need of precommercial thinning to increase overall stand health and vigor.**

#### **Roads:**

**Point out possible access and road location improvements including stream, wetland and pond issues. Map improvement areas including water crossings and other needed drainage improvements.**

The 3.5 mile road network within the Lemon Canyon Ranch ownership is sufficient for current and future forest management activities. These roads have historically been used for commercial logging operations. Road improvements have been itemized in the Roads section under *Current Property Conditions*. Surface drainage will continue to be of importance, and waterbars/rolling dips will need to be annually checked for their integrity and functionality.



**Picture 10: Culvert Crossing "E" on Lemon Canyon Road system.**

**Describe conservation practices for general maintenance, erosion reduction, road surface condition, drainage-dips, culverts, stream crossings, weed control, and time-of-year use. Size replacement culverts for 100 year storm events:** Discussed above in Soils/Soil Compaction and Flood Runoff

**Pests:**

**Note known and/or potential insects, diseases, animals, weeds, and invasive species on property:**

**Yellow Star Thistle:** This invasive species has been identified on the Lemon Canyon Ranch ownership. This species can thrive in harsh, dry conditions and is known to eventually dominate areas previously occupied by native forbes and grasses, reducing native forage quality and quantity.

**Western Pine Beetle:** This beetle is endemic to the area’s forests and affect Ponderosa and Jeffrey Pine. The beetle is the most destructive insect pest of Ponderosa Pine and typically infest trees weakened by smog, annosum root disease, blackstain root disease, fire, drought, and lightening. The beetle attacks trees singly or in groups.



Picture 11: Western Pine Beetle



Picture 13 Roundheaded Woodborer larvae



Picture 12: Western Pine Beetle larval galleries.

**Flatheaded/Round Headed Wood Borers:** This beetle is present throughout all of California’s forests. Trees killed by fire, wind, root disease, or bark beetles all provide favorable hose material for this insect.

**Annosum Root Disease:** The “P” Type of this disease infects pines and cedar. In pines, the fungus grows into a stump and roots as a decay organism until a living root contacts and infested one. The fungus then penetrates and infects the roots of the healthy tree. Once infected, the fungus persists in the roots and soil for many years. This infestation weakens trees, predisposing them to windthrow and infestation by bark beetles.



Picture 14: Annosus Fungal fruiting body

***Management Plan Implementation, con't***

**Discuss prevention guidelines including how to inventory, control, and monitor infestations.**

**Yellow Star Thistle:** Inventory is conducted through direct sighting of this conspicuous weed either in the rosette or full bloom stage. Control is best provided through Transline or Milestone, both herbicides that are approved and especially useful at killing this invasive plant. Starthistle populations should be treated for at least a 3-year period, with subsequent regrowth treated through additional herbicide application or direct hand pulling before the seed head disperses the seed.

**Western Pine Beetle:** Trees infected by the Western Pine Beetle typically exhibit pale green to yellow needles that turn red. Direct observation of larvae under the bark and/or the shape of larval chambers and positively identify these species.

**Flatheaded/Round Headed Wood Borers:** Typically, trees infested by these beetles will have tops with yellowing needles. Direct observation of larvae under the bark and/or the shape of larval chambers and positively identify these species.

**Annosum Root Disease:** Infected pines exhibit slow growth and crown yellowing and thinning. Small pines are usually killed directly within a few years. In pines, a circular pattern of tree decline is usually observed, with the most recently infected trees on the outer edge of the circle, with dead trees and stumps at the center. Direct observation of the white fruiting bodies of this fungus will provide positive detection of the species.

**Describe the range of integrated pest management tools, including mechanical, physical, biological, cultural or chemical management.**

**Yellow Star Thistle:** Currently, the most effective treatment method for this invasive species is hand pulling, or application of Transline or Milestone, available through the local County Agriculture Commissioner's Office.

**Western Pine Beetle/ Flatheaded/Round Headed Wood Borers:** Thinning of forested stands to achieve optimum species diversity, stand density, and tree vigor is a very effective mechanism for controlling insect outbreaks. Prompt salvage of dead and dying trees will further protect residual stands from damage from these insects.

**Annosum Root Disease:** Prevention of infection and spread is the best way to manage annosum root disease in conifers. Cut stumps can be treated with borax-based chemicals to prevent annosum infection. Also, thinning during warm dry periods that inhibit fungal growth is a useful mechanism against the infection and spread of this disease.

***Management Plan Implementation, con't***

**Fire Protection:**

**Discuss fire protection practices and specifications for mechanical, hand work, herbicide application and/or broadcast burning for stand/habitat improvement, fuel reduction and fire-wise safety.**

**Fire Protection:**

Fire protection practices will aim to reduce the horizontal and vertical continuity of fuels. Native surface fuels, including sage, Greenleaf manzanita, and down trees, along with other ladder fuels such as small, suppressed trees, are typically reduced via removal or rearrangement for the purposes of fuels reduction. On the Ranch ownership, the current fuels risk is the significant ladder fuels composed of suppressed and intermediate trees, created through overly dense conifer stocking. These fuels will be reduced during pre commercial thinning activities, which will target suppressed and intermediate trees for removal, leaving the largest, most fire resilient trees of the best phenotype in the residual stand.

**Mechanical Fuels Work – General Best Management Practices/Specifications:**

For the purpose of fuels reduction, surface and ladder fuels, including logging slash and debris, brush, and deadwood, that could promote the spread of wildfire, will be treated to achieve standards for vertical and horizontal spacing between fuels, maximum depth of dead ground fuels, and treatment of dead fuels as follows:

1. Ladder and surface fuels shall be spaced to achieve a vertical clearance distance of eight feet or three times the height of the post-harvest fuels, whichever is greater, as measured from the base of the base of the live crown of the post harvest dominant or codominant trees to the top of the ladder or surface fuels, whichever is taller.
2. Ladder and surface fuels shall be spaced to achieve a horizontal clearance distance of 2 – 6 times the height of the post harvest fuels as measured from the outside branch edges of the fuels. On slopes 0-20%, the horizontal clearance distance shall be a minimum of two times the height of the post harvest fuels; on 20-40% slopes the distance shall be four times the height of the post harvest fuels.
3. Surface fuel depth including but not limited to logging slash, debris, brush, deadwood, and broadcast chips, shall be no greater than 9 inches in depth averaged over 80% of the unit, as measured from bare mineral soil.
4. Masticated material shall not be concentrated into piles or against residual vegetation.
5. No cut material shall lean against or be suspended by a leave tree.
6. Isolated logs that exhibit progressed decay characterized by lack of bark and twigs, faded wood color and soft wood texture, or logs that are incorporated into mineral soil may be left unaltered, provided they are isolated and do not contribute to a concentration of surface fuels. No aerial fuels are allowed on leave logs.

7. Live, healthy willows, cottonwoods, and other riparian species shall generally be retained, unless damaged during the course of operations, where they shall be treated to the specifications herein.

8. Tree Selection Criteria: Select the highest quality conifer then remove surrounding, competing brush and conifers 10" DBH and less, to create a canopy cover of 40 – 50% and to the designated spacing below.

a. Trees up to & including 10" DBH: 15-20' average tree spacing.

9. Residual timber (leave trees) shall consist of healthy, vigorous dominant and codominant trees with full crowns, greater than 40% live crown, free of defect and the best phenotypes of the pre-harvest stand.

10. The operator shall generally maintain the pre-harvest species composition.

**Hand Treatment - General Best Management Practices/Specifications:**

1. Select the highest quality conifer then remove all surrounding, competing conifers up to and including 10" DBH to the designated spacing below:

a. Areas dominated by trees <10" DBH: 15-20' average tree spacing.

b. Areas dominated by trees >10" DBH: removal all trees up to and including 10" DBH within 5 feet of dripline of residual conifer(s); 15-20' average tree spacing otherwise. *Dripline is defined as line that is perpendicular to longest limbs of residual tree canopy.*

2. Residual timber (leave trees) shall consist of healthy, vigorous dominant and codominant trees with full crowns, greater than 40% live crown, free of defect and the best phenotypes of the pre-harvest stand.

3. Generally maintain the pre-harvest species composition.

4. All native oaks shall remain uncut, unless removal is required for operations.

5. All brush within 10 feet of dripline of residual conifers shall be removed (*dripline is defined as line that is perpendicular to longest limbs of residual tree canopy.*) Brush beyond this zone shall be treated to create an effective fuel break that would not carry a surface fire. Operations should leave residual brush clumps in a "mosaic" arrangement to provide for wildlife habit, provided such clumps are not located within 10 feet of dripline and do not contribute to horizontal or vertical continuity of the fuels.

Ladder and surface fuels shall be spaced to achieve a horizontal clearance distance of 2 – 6 times the height of the post harvest fuels as measured from the outside branch edges of the fuels. On slopes 0-20%, the horizontal clearance distance shall be a minimum of two times the height of the post harvest fuels; on 20-40% slopes the distance shall be four times the height of the post harvest fuels; on slopes over 40% the distance shall be six times the height of the post harvest fuels.

6. Pockets of pre-existing slash either from natural mortality, current, or past timber harvest operations shall be treated to reduce the size of material and height of the fuel concentrations to less than 9” as measured from bare mineral soil.
7. All cut material shall be placed into the burn piles.

***Burn Pile Construction***

1. Pile will be constructed (tee pee style) with a height of 1.5 times higher than their width (at base). However, pile height will not exceed 6 feet unless there are limited openings for piles to avoid residual scorch, due to the amount of material to be disposed and by approval of RPF.
2. Heavier materials should be placed inward into the burn pile interior and each pile containing material protruding greater than 3 feet will be trimmed back and placed on pile.
3. Burn piles will be constructed free of dirt and non-combustible material to ensure a clean safe burn.
4. Piles will be located away from stumps and sufficient distance away from residual trees or other vegetation to reduce scorch.
5. Piles will be managed to burn clean and level to the ground. Chunking in of piles at least one time will be necessary after the piles have had time to burn down and more may be required for satisfactory consumption. Chunking will include not only unburned pile material, but any burning fuel, which is creeping from a pile to prevent further creep and/or escape.
6. Covering piles. Each pile will have plastic or Kraft paper placed during its construction on at least 50% of pile surface. Small logs or slash will secure covering.
7. Burning shall occur upon receipt of, and in accordance to, an approved Butte County Burn Permit

***Burning of Piles:***

In order to achieve an efficient and safe burn, the landowner should allow for sufficient wet conditions before ignition and thus decrease the degree of burn creep and/or escape, and should have sufficient manpower to ignite and manage the burning of piles.

Contacts: An “Air Pollution Permit” shall be obtained from the local Butte Air Quality Management District, (530) 332-9400 prior to burning.

Other required contacts:

- a. Contact – check Air Quality Mgmt. Dist. “burn day” status (530)994-3561 prior to ignition.
- b. Contact – Danielle Bradfield, RPF #2808 24 hours prior to ignition: (530)927-7095.

c. Piles shall be managed to burn clean and level to the ground. Chunking in at least one time will be necessary after the piles have had time to burn down and more may be required for satisfactory consumption. Chunking will include not only unburned pile material, but any burning fuel which is creeping from a pile to prevent further creep.

e. Piles shall cease to be lit if excessive scorching (more than 50% of tree crown is damaged) of the remaining leave trees occurs.

f. Burn Patrol. Provide adequate patrol on site until burn piles are consumed and pose no threat for additional creep on the day of ignition. Contractor shall provide adequate patrols, including days and nights after ignitions when windy conditions exist, to eliminate the risk of escapes

g. Fire Suppression Equipment & Fire Cache. Contractor shall furnish fire fighting tools on project site at all times during burn. Type and number of tools will meet Cal Fire requirements (PRC 4428).

***Broadcast Chipping/Mastication Option:***

Where feasible, cut material may be broadcast chipped or mechanically masticated. If chipping is used for disposal of vegetative material, the following specifications shall be adhered to:

1. Chips may be removed from the site or blown evenly across the ground during operations.
2. At no time shall concentrations of chips exceed six (6) inches in depth or be concentrated into a pile or piles.
3. Chipped material shall not be piled against residual vegetation, including residual tree boles.

**Herbicide Application- General Best Management Practices/Specifications:** As per appropriate Material Data Safety Sheet (MDSS).

**Burning - General Best Management Practices/Specifications:** See above

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**Describe and discuss local fire history, potential sources of fire ignition, fuel hazards, and infrastructure for protection including access and evacuation routes.**

The Tahoe National Forest database was queried for historic fires within and adjacent to the Lemon Canyon Ranch. The results of this query have been provided in the fire history map. The ownership has experienced four fires in recent history: the Dark Fire of 2003, Cottonwood Fire of 1994, and an unnamed fire in 1959. The most significant potential sources of fire ignition include the public use of USFS Road 650 that bisects the ownership, and lightning. Fuel hazards within the ownership include significant horizontal continuity of fuels formed by the sagebrush, as well as vertical continuity of fuels in the majority of the forested stands that have a continuous forest canopy. The USFS Road 650 is the sole evacuation route from the ownership.

**Discuss the values of shaded fuel breaks, fuel breaks in strategic locations, and potential to connect with neighbors or a community effort.**

The primary reason for fuels reduction is to modify fire behavior to a manageable level. Fuels reduction treatments modify vegetation to a less dense, more fire resilient, forest type. The primary stand attributes that control a fire's behavior are surface fuel condition, crown bulk density, and crown base height. All three attributes can be directly managed by thinning. Typically, fuels reduction occurs through "thinning from below", where primarily suppressed and intermediate trees from the lower canopy are removed. The upper forest canopy generally remains intact, with larger codominant and dominant trees removed only when infected with disease or insects, or to reduce the horizontal continuity of fuels. By removing a significant amount of the suppressed and intermediate trees in the understory, ladder fuels are nearly eliminated, surface fuels are reduced, crown bulk density is decreased, and crown base height will be increased. Collectively, these changes in forest structure will alter fire behavior with the goal of reducing fire intensity, reducing the severity of fire damage, and provide better opportunities for fire suppression success in the event of wildfire.

Shaded fuel breaks are areas that are intentionally thinned to provide for the aforementioned benefits. When strategically located along ridgetops and other areas suitable for "holding" a fire or reducing its intensity and rate of spread, these fuel breaks specifically provide for fire suppression success. Upon implementation of the precommercial thinning prescribed in this document, the Ranch ownership will have effectively reduced hazardous fuels. As US Forest Service landholdings surround a significant portion of the Ranch, the Agency should be made aware of the implemented treatments within and surrounding the Lemon Canyon Ranch to aide in the planning and development of future landscape and community level fuel reduction projects.

**Security:**

**Discuss fencing, gating, signing and other forms of trespass control.**

Trespass is currently controlled through locked gates that access the Lemon Canyon Ranch ownership. The ownership is also posted at select fence locations. Frequent inspection by the landowner or other family member is a crucial component of preventing and controlling trespass onto the parcel, such as prompt replacement of damaged/stolen gates, etc).

**List local protection agencies for landowner contact:**

Sierra County Sheriff's Department  
100 Courthouse Sq.  
PO Box 66  
Downieville, CA. 95936  
Emergency: Dial 911

Cal Fire  
Jeff Calvert, Stewardship Forester/Forest Legacy Coordinator  
[jeff.calvert@fire.ca.gov](mailto:jeff.calvert@fire.ca.gov)  
(916) 653-8286 (office); (916) 653-8957 (FAX); (916) 215-4882 (cell)  
*Source for professional forest management expertise and State forestry grant programs in Sierra County*

Tahoe National Forest  
Fire Management Officer  
317 South Lincoln Street  
PO Box 95  
Sierraville, CA 96126  
(530) 994-3401 (voice)  
*Local Contact for information on fire prevention and suppression*

California Department of Fish and Game  
1701 Nimbus Road  
Rancho Cordova, CA 95670  
(916) 358-2900  
*Wildlife issues, private land management, and poaching issues.*

Cal Tip  
1-888-334-2258  
*Confidential Secret Witness Program*

**Streams, Wetlands, and Ponds:**

**Discuss conservation practices for riparian habitat, wetlands road crossings, and water protection zones.**

Riparian habitat will be protected with equipment exclusion zones during forest management operations. Riparian species will be enhanced during focused forest management activities that target the encroachment of conifers upon Quaking aspen and other similar riparian species. These activities will aim to release riparian species from the shade and root competition caused by conifer encroachment. Large overstory conifers may remain for forest structure in these areas.

There are no wetlands road crossings within the Lemon Canyon Ranch.

Water protection zones will be established and adhered to during forest management operations. These protection zones will be in compliance with the California Forest Practice Rules and based off of habitat present and slope. These rules generally exceed the protection zones mandated as part of the Lemon Canyon Ranch Conservation Easement Agreement.



**Picture 15: Incese Cedar, Western Juniper, and Jeffrey Pine regeneration encroaching upon suppressed Quaking Aspen populations near Blinman Spring. Young growth conifer regeneration will be targeted for removal in the Riparian Enhancement Unit around this spring.**

**Wildlife:**

**Discuss potential fish and aquatic habitat improvement including water quality and quantity as well as riparian habitat. Include other wildlife and endangered species concerns and habitat improvement.**

The protection of water quality will be provided by reducing the threat of catastrophic fire through hazardous fuels reduction. This reduction will be provided during precommercial thinning operations as proposed in this document. Protection of the forest stands also provides for watershed protection, including the conservation of existing water quality. It can be inferred that water quantity, at least in regards to ground water, will be increased following precommercial thinning operations as fewer stems will be utilizing available soil water. This may provide for increased stream flow, which will subsequently support increased wet meadow and riparian conditions within the pasture portion of the ownership.

Aquatic habitat will be improved upon by enhancement of riparian vegetation. Removal of select conifers that are encroaching upon the riparian areas will conserve and enhance the riparian species populations. As these species are crucial for shade canopy, water temperature control, and nutrient cycling, their conservation and enhancement will provide for improved aquatic habitat through time.

**Discuss potential habitat improvements such as access, nest boxes, hunting potential, water development and domestic animal control.**

Planned forest management activities will provide for enhancement of riparian vegetation as well as hastening of old growth conditions in the conifer stands. These two provisions will provide for significant habitat improvement and conservation through time. Further, the landowner has installed a system of fencing and off-stream water troughs that minimize adverse impacts to the riparian zones from cattle grazing on the ownership.

The landowner does not desire to have hunting on the ownership.

Water from Blinman spring has already been developed as part of the mini-hydro electric system that supports the residence on the ownership.

**Recreation and Aesthetics:**

**Discuss potential recreational opportunities including supporting resources.**

**Discuss aesthetic qualities of property.**

Lemon Canyon Ranch presents a variety of non-motorized recreation for the landowner and invited guests. These recreational opportunities include wildlife viewing, hiking, and similar pursuits. The ownership contains a variety of vegetation types, which provides for a diverse aesthetic experience. A variety of conifer stands are intermixed with montane riparian hardwood, juniper, sage fields, and pasture to create a varied and unique aesthetic about the Ranch. In addition, looking west from the Ranch is Sierra Valley, an expansive alpine valley.

The Property can be seen from Highway 89 (located less than one mile west of the Property), part of a route designated by the U.S. Forest Service (USFS) as a National

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Forest Byway (the Yuba-Donner Scenic Byway) and by the State of California as a State Scenic Byway.

**Air Resources:**

**Discuss smoke management issues with prescribe fire or pile burning and unwanted biomass removal alternatives. List air quality entities and permit requirements.**

It is the desire of the landowner to avoid or minimize pile burning to the greatest extent possible. However, in the event that pile burning should present the most appropriate method for disposal of unwanted vegetation, the following pile burning specification, including permit requirements, have been included for future reference, if needed:

1. Burn pile height should be at a ratio of 2 vertical feet to 3 horizontal feet (i.e. a pile 6 feet tall should be 9 feet wide).
2. Piles must be compacted to help ensure ample ignition and burn efficiency.
3. Piles shall be reasonably free of dirt to allow for proper ignition and consumption.
4. Piles shall be constructed "haystack" style, with stems and needles toward the ground.
5. Smaller material shall be placed into the pile last.
6. Pile shall be no closer than 15 feet from ownership boundaries and main access roads.
7. Piles shall not be located within the watercourse lake protection zone (WLPZ) of any Class I-IV watercourse.
8. Piles shall be located as far away as possible from residual green standing trees to prevent scorch.
9. An "Air Pollution Permit" shall be obtained from the local Air Quality Management District prior to burning.

**Climate Considerations and Carbon Sequestration:**

**Discuss practices for the possibility of implementing carbon sequestration and climate amelioration activities.**

In December 2008, the California Air Resources Board released the state's "Climate Change Scoping Plan", which outlined a range of strategies necessary for the state to reduce its GHG emissions to 1990 levels by the year 2020. Building on this Scoping Plan, the California Natural Resources Agency released the "2009 California Climate Adaptation Strategy". This strategy discusses what efforts will be employed to respond to the impacts of climate change. By doing so, the State has begun to effectively anticipate future challenges and requires changes that will ultimately reduce the vulnerability to residents, resources, and industries of the consequences of a variable and changing climate.

The Strategy reads "*California's ability to manage its climate risks through adaptation depends on a number of critical factors including ...sustainably-managed natural resources.*" Section II, chapter 16 of the State Scoping Plan, indicates the recommended action for sustainable forests is to "*Preserve forest sequestration and*

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*encourage the use of forest biomass for sustainable energy generation.”* The Scoping Plan specifically expresses concern over the potential decline of the carbon sink, or California’s forests, and stresses the importance of maintaining, at a minimum, current carbon stocks over time.

The Lemon Canyon Ranch ownership presents a forest partially damaged by wildfire that will be replanted to once again contribute to California’s carbon sink. It is the goal of the landowner to reestablish an unevenage forest capable of producing high quality wood products on a long term, sustainable basis. The planned replanting, reestablishment of the conifer stands, and eventual timber harvest in decades to come support the goals and objectives of the State’s Scoping Plan and Adaptation Strategy.

**Family Legacy:**

**Discuss opportunities for family legacy including conservation easements and other ways to keep property safe from development.**

The Lemon Canyon Ranch is already held in a Conservation Easement with the Pacific Forest Trust. The Easement identifies five zones of activity on the Property: 1) Development Zone, 2) Forest Management Zone, 3) Rangeland Zone, 4) Agricultural Intensification Zone, and 5) Riparian Special Habitat Management Zone. Though most restrictions apply to the entire Property, certain easement restrictions apply to only particular management zones.

Provisions of the Easement that apply to the entire Property include the following:

1. Subdivision of the Property or any of its constituent parcels, and/or the sale of one parcel apart from the sale of the entire Property, is prohibited.
2. Construction or placement of residential structures additional to the one existing house is prohibited, provided that one (1) additional single-family residence and its associated outbuildings and utilities may be constructed and maintained within the Development Zone.
3. Construction or placement of non-residential structures or improvements outside the Development Zone is prohibited, except that structures directly related to uses and activities permitted under the Easement (including, but not limited to corrals, barns, water diversion facilities, and other structures) may be constructed, repaired, replaced, or maintained.
4. Industrial uses, as described by the Land Uses Element of the Sierra County General Plan 2012, are prohibited. According to the General Plan, conditional industrial uses include: manufacturing, processing, assembly, outdoor storage, business park activities, and other similar and compatible uses.
5. Commercial uses, including both Community and Visitor Commercial uses as described by the Land Uses Element of the Sierra County General Plan 2012 (revised July, 1996), are permitted when conducted in a manner that is consistent with the purposes, terms and conditions of the Easement, and provided that uses other than forest management, ranching, and agriculture occur within existing or permitted structures, and that no alteration of the historic barn exteriors is permitted without the permission of Grantee. According to the General Plan,

conditional uses of Community Commercial areas include retail sales and services, eating establishments, board and care facilities, and offices, among others; conditional uses of Visitor Commercial areas include motels, hotels, and other lodging, restaurants, visitor-oriented retail, employee housing, and “other visitor services which are in keeping with the rural and resource based nature of the County.” In addition to the uses defined above, Ms. Blake seeks to reserve the right to conduct home- or internet-based business, cottage industries (including animal husbandry and food processing), hospitality services, research projects, and educational museums. Further, unpaved parking areas may be established and maintained within the Development Zone or the existing barn complex, though the cumulative area of these parking areas is not to exceed one (1) acre.

6. The following agricultural uses are permitted within the Rangeland Zone: grazing livestock, haying of meadow grasses, and production of fruits, vegetables, and grains (within the Agricultural Intensification Zone).

7. Extraction of minerals, gravel, sand, and rock is prohibited.

8. Road construction is not permitted, except when in conjunction with fire management activities or other permitted uses such as forest management, agriculture, and conservation or wildlife management activities. With prior approval, existing access roads that connect existing or permitted residential structures to Lemon Canyon Road may be paved, provided that such roads do not exceed sixteen (16) feet in width. Roads should be constructed and maintained so as to minimize erosion and sedimentation and ensure proper drainage, utilizing Best Management Practices as recommended by the U.S. Natural Resources Conservation Service.

9. Off-road motorized vehicle use is prohibited, except in connection with otherwise permitted uses such as forest management, agriculture, and conservation or wildlife management activities.

10. Watercourses and wetlands may not be altered. Exceptions include: habitat enhancement; maintenance, expansion, or judicially mandated alterations of existing or authorized water systems or diversions, and maintenance or installation of existing or permitted stream crossings.

11. Dumping, storage, and/or disposal of wastes or hazardous substances are prohibited.

12. Conversion of native vegetation to non-native species is prohibited, except for fruit, vegetable, and grain production within the Agricultural Intensification Zone and for landscaping adjacent to residence(s) in the Development Zone.

**Livestock (optional):  
Discuss livestock plan(s) and issues.**

The Lemon Canyon Ranch currently has a Grazing Management Plan through the Natural Resource Conservation Service.

# PLANNED MANAGEMENT ACTIVITIES AND REQUIRED PERMITS

## RESOURCE MANAGEMENT UNIT INFORMATION:

Add as many pages of this section as there are management units designed for the ownership

**For each management unit, write management objectives and a brief description of the management unit and its condition. Further detailed inventory/plot data can be included if desired. Forest modeling outputs may be included with each unit description if available.**

**Name or Unit #: 1-13 Acres: 393 acres cumulative; Unit Acres are as follows:**

Unit #	Acres
1	31
2	21
3	80
4	31
5	24
6	13
7	38
8	35
9	17
10	8
11	14
12	34
13	37

**Location (describe and map): Please refer to Project Map**

**Objectives: (Describe type of silvicultural treatment including pre/post harvest activities and slash management if pertinent).**

Pre-commercial thinning to reduce stand density and increase overall stand growth and vigor. This treatment will have the dual effect of also reducing the horizontal and vertical continuity of fuels, providing for reduced fuels within the residual green stands. Treatment will target small conifer trees up to and including 12" DBH for the purpose of reducing stand density and fuel loading.

**Forest Description:**

**Stand history, age and desired rotation cycle, Site index, soil type, elevation, slope, DBH/size class, basal area, trees/acre, stocking, growth/yield potential, regeneration and stand improvement needs:**

The stands included in the precommercial thinning prescription have been selectively logged in the past. Existing overstory trees range from 75- 160 years old, while existing conifer regeneration ranges from 1 – 20 years in age. The forestlands are composed of traditional east side pine stands with a nominal amount of sierra mixed conifer stands in isolated locations. All stands are Site Class III at elevations ranging from 5000-5500 feet above feet sea level.

A stand table has been provided below that indicates DBH classes, trees per acre, and stocking.

Species	Species Composition %	Basal Area/Acre ft2 (trees 6" DBH+)
Jeffrey Pine	84	180
Incense Cedar	8	17
White Fir	6	13
Western Juniper	2	4
Totals	100	214

Growth data for the Lemon Canyon Ranch was gathered via increment core samples from each diameter group. The samples were analyzed to determine the periodic annual increment of the stands. The periodic growth rate is calculated at 205 board feet per acre per year. It can be inferred that thinning of stems 12" DBH and less will redistribute growth onto fewer, remaining stems, hastening conifer growth and vigor. During the planned precommercial thinning, White fir and Western Juniper will be targeted to enhance the natural species composition of the stand and promote the growth pine. Reduction of these species, especially Western Juniper, is crucial to maintaining the natural, drought resistant species composition of Jeffrey Pine with nominal Incense Cedar and White fir populations where microclimate allows.

Precommercial thinning coupled with the reduction of White fir and Western Juniper are priorities of forestland management within Lemon Canyon Ranch. After completion of the aforementioned thinning, reevaluation of the forest stands will be conducted to determine if commercial timber harvest is necessary to promote overall forest health, vigor, and hastening of mature forest characteristics.

***Pre-Commercial Thinning Specifications:***

1. The contractor shall select the highest quality conifer then remove all surrounding, competing conifers up to and including 12" DBH to the designated spacing below:

- a. Areas dominated by trees <12" DBH: 15-20' average tree spacing.
- b. Areas dominated by trees >12" DBH: removal of all trees up to and including 12" DBH within 5 feet of dripline of residual conifer(s); 15-20' average tree spacing otherwise. *Dripline is defined as line that is perpendicular to longest limbs of residual tree canopy.*
- c. Tree retention priority: Jeffrey Pine, Incense Cedar, White fir.
- d. All young growth Western Juniper 12" DBH and less shall be removed.

2. Residual timber (leave trees) shall consist of healthy, vigorous dominant and codominant trees with full crowns, greater than 40% live crown, free of defect and the best phenotypes of the pre-harvest stand.

3. The operator shall generally maintain the pre-harvest species composition.

4. All native oaks 6.0" D.B.H. and greater shall remain uncut, unless removal is required for operations. All native aspen shall remain uncut.

5. Tree foliage/canopy shall not overlap; trees will have a distinct gap between tree crowns.

6. Tree stumps and stems shall be no taller than 4" above ground, measured on uphill side, or 4" above natural obstacles such as boulders, logs, etc.

**Discussion of Other Resources:**

**Riparian, meadows, aquatic habitat, stream and other watercourses:** The precommercial thinning areas contain Class II and III water resources. These resources will be protected using the standard WLPZ widths provided by the California Forest Practice Rules. Additional crossings of these watercourses to facilitate operations will not be necessary.

**Understory, downed woody debris, snags, wildlife habitat:**

The understory of the precommercial thinning units is largely dominated by suppressed and intermediate conifers. Where openings exist, sage and manzanita generally dominate the understory. Downed woody debris is minimal to moderate throughout the units, generally composed of downed White fir snags where it exists. Snags over 16" DBH and 20' tall will generally be maintained for wildlife habitat unless they pose a risk to human safety. Downed snags over 16" DBH that are embedded upon the forest floor will also be retained for wildlife habitat and soil values.

**Unit Management Resource Concerns and Recommendations:**

**Erosion concerns:**

Heavy equipment will be utilized for thinning activities. Surface erosion following equipment use shall be abated by installation of standard waterbars on any tractor road

or private road utilized by the equipment during site preparation. To prevent surface erosion within the ownership, all roads and tractor roads utilized as part of CFIP operations will have water bars installed as described below:

<b>Slope</b>	<b>0-10%</b>	<b>11-25%</b>	<b>26-50%</b>	<b>&gt;50%</b>
Moderate EHR	200ft	150ft	100ft	75ft

Waterbreaks will be constructed diagonally at a depth of 6 inches into solid road base and shall have a continuous firm embankment of at least 6” in height immediately adjacent to the lower edge of the waterbreak cut that allows drainage to flow unrestricted onto slash, rocks, or materials less erodible than native soil.

**Soil Compaction:** Soil compaction within the ownership will be avoided by not allowing equipment operations during saturated soil conditions. Saturated soil conditions means that soil and/or surface material pore spaces are filled with water to such an extent that runoff is likely to occur. Indicators of saturated soil conditions may include, but are not limited to: 1) areas of ponded water, 2) pumping of fines from the soil or road surfacing material during timber operations, 3) loss of bearing strength resulting in the deflection of soil or road surfaces under a wet load, such as creation of wheel ruts, 4) spinning or churning of wheels or tracks that produces a wet slurry, or 5) inadequate traction without blading wet soil or surfacing materials.

Further, the operating surface of logging roads and landings shall be utilized only when stable. Stable operating surface means that the logging road or landing surface does not either (1) generate waterborne sediment in amounts sufficient to cause a turbidity increase in drainage facilities that discharge into Class I, II, III, or IV waters or, that is visible or would violate applicable water quality requirements; or 2) channel water for more than 50 feet that is discharged into Class I, II, III, or IV waters. This restriction applies to the entire operating period.

**Domestic uses:** None

**Other conservation issues:**

1. Equipment shall not operate between the hours of 1:00 pm and 8:00 pm on days designated as “Red Flag Warning” by the national weather service in Redding, CA. This forecast shall be consulted each evening in the next day’s forecast.
2. For fire prevention measures when the fire weather forecast is HIGH or EXTREME, the operator shall get off the mastication machine hourly and walk areas they have been working, checking for smoke or fire. A designated watchman shall oversee the entire operating area, watching for fires, for at least two hours after the masticator has shutdown.
3. The Contractor shall be entirely responsible for any damage that their operations cause to public property, and boundary landmarks. Roads, curbs, fences, utilities, or other permanent improvements that are damaged shall be repaired by the Contractor to the condition that existed before the commencement of the contract work. Work shall be conducted so as to prevent treated material from hitting project area structures, fences and other improvements, or survey landmarks.
4. Maintain the work site at all times in a safe and clean condition.

5. Winter operations will only be allowed upon approval by the RPF, during extended dry periods and hard frozen conditions.
6. Prior to working during the winter period (Nov.15 –April 1 annually) or during wet conditions, the Contractor shall receive approval from the RPF to begin work so soil conditions can be determined prior to operations. Soils inspections may be required on a daily basis to prevent operations from occurring during periods of saturated soil conditions, evidenced by:
  - a. *Reduced traction by equipment as indicated by spinning or churning of tracks in excess of normal performance*
  - b. *Inadequate traction without blading wet soil*
  - c. *Soil displacement in amounts that cause visible increase in turbidity of the downstream waters in a receiving Class I-IV waters, or in amounts sufficient to cause a turbidity increase in drainage facilities that discharge into Class I –IV waters*
  - d. *Creation of ruts greater than would be normal following a light rainfall.*
7. Ditches and culverts shall be maintained so they will be functional at all times.

**Pile Burning:**

Pile burning as a means of slash and unwanted vegetation abatement will be avoided or reduced to the greatest extent possible. Should pile burning be utilized as a part of timber operations, it is the responsibility of the landowner, with the following specifications adhered to:

1. Burn pile height should be at a ratio of 2 vertical feet to 3 horizontal feet (i.e. a pile 6 feet tall should be 9 feet wide).
2. Piles should be compacted to help ensure ample ignition and burn efficiency.
3. Piles shall be reasonably free of dirt to allow for proper ignition and consumption.
4. Piles shall be constructed “haystack” style, with stems and needles toward the ground.
5. Smaller material shall be placed into the pile last.
6. Pile shall be no closer than 15 feet from ownership boundaries and main access roads.
7. Piles shall not be located within the watercourse lake protection zone (WLPZ) of any Class I-IV watercourse.
8. Piles shall be located as far away as possible from residual green standing trees to prevent scorch.
9. An “Air Pollution Permit” shall be obtained from the local Air Quality Management District prior to burning.

**RESOURCE MANAGEMENT UNIT INFORMATION:**

Add as many pages of this section as there are management units designed for the ownership

**For each management unit, write management objectives and a brief description of the management unit and its condition. Further detailed inventory/plot data can be included if desired. Forest modeling outputs may be included with each unit description if available.**

**Name or Unit #: 15 & 16 Acres: Unit 15 = 40 acres , Unit 15 = 32 acres**

**Location (describe and map): Please refer to Project Map**

**Objectives: (Describe type of silvicultural treatment including pre/post harvest activities and slash management if pertinent).**

Planting of conifer seedlings to restock areas previously deforested through historic wildfires.

**Forest Description:**

**Stand history, age and desired rotation cycle, tree species present, forest type and/or ecological site description, site index, soil type, elevation, slope, DBH/size class, basal area, trees/acre, stocking, growth/yield potential, regeneration and stand improvement needs:**

The areas included in this management activity were deforested by a historic wildfire, as shown on the attached fire history map. These areas currently support sagebrush and manzanita, with a nominal component of natural Jeffrey pine and Western Juniper regeneration. The areas are Site Class III, with unit 15 having a southern aspect, and unit 16 having a southwest to north aspect. Elevations are 5200' to 5400' above sea level and are accessed via existing seasonal roads.

***Approximate spacing, method of planting, number of trees per acre, planting standards, seed zone(s), species, and timing:***

Approximate Spacing: Seedlings shall be planted on a 12' x 12' spacing, avoiding obstacles such as rock outcrops, large woody debris, etc. Seedlings shall be planted at a rate of approximately 300 seedlings per acre.

Methods of Planting: It is essential that the seedlings are planted properly.

Successfully planting a seedling depends on the ability for the roots of the tree to regain contact with the surrounding soil. As a result of successful soil contact, the tree is able to extract water and nutrients from the soil to grow.

1. Hole must be deep enough to accommodate the entire length of the seedlings roots.
2. It is extremely important to never let air get to the roots of the seedlings when transferring from the carrier to the new hole. **Make sure they are kept in the travel carrier, bucket, or moist burlap sack. The roots must stay moist. Do not place them in water.**
3. Seedlings shall be planted deep enough so no roots remain above the ground.
4. Do not plant seedlings excessively deep in the soil. Make sure the root collar is exposed at ground level.

5. When placing the seedling in the ground, the seedling should not have any air pockets next to the roots. Be sure the hole is well backfilled and no air pockets are created.

6. Make sure when placing the seedling into the hole, the root is not bent or “J” rooted.

7. Once the seedling is properly placed into the hole, use your heel to backfill the hole. This will get firm soil around the root and prevent air pockets. Use your feet to compact soil down and around the stem to get a firm hold on the seedling and proper soil coverage around the roots.

**Seed Zone(s):** Seedlings from California tree seed zone 523 or 771 are preferred.

**Species:** Seedlings shall consist of 90% Jeffrey Pine (*pinus ponderosa*) and 10% Incense Cedar (*Libocedrus decurrens*). Actual percentages may vary according to availability of the desired species from the appropriate seed zones.

**Timing:** Seedlings shall be planted during cool and moist weather of the fall, winter, and/or spring months. Weather conditions should be cool, preferably below 45°F. Planting shall not occur during windy conditions, especially warm winds. Planting should be scheduled to occur when ample soil moisture from recent or concurrent precipitation is present.

**Discussion of Other Resources:** This management unit does not contain riparian habitat, meadows, aquatic habitat, or perennial watercourses.

**Riparian, meadows, aquatic habitat, stream and other watercourses:** This management unit does not contain riparian habitat, meadows, aquatic habitat, or perennial watercourses.

**Understory, downed woody debris, snags, wildlife habitat:**

This management unit consists of native shrub and brush species interspersed with nominal natural conifer regeneration. The areas are generally void of snags and downed woody debris.

**Unit Management Resource Concerns and Recommendations:**

**Erosion concerns, Soil Compaction:**

No erosion or soil compaction issues are associated with the replanting planned for Units 15 and 16.

**Domestic uses:** None

**Other conservation issues:** None

**RESOURCE MANAGEMENT UNIT INFORMATION:**

Add as many pages of this section as there are management units designed for the ownership

**For each management unit, write management objectives and a brief description of the management unit and its condition. Further detailed inventory/plot data can be included if desired. Forest modeling outputs may be included with each unit description if available.**

**Name or Unit #:** K14      **Acres:** 18 acres

**Location (describe and map):** Please refer to Project Map

**Objectives and Unit Description: (Describe type of silvicultural treatment including pre/post harvest activities and slash management if pertinent).**

Enhancement of riparian vegetation through reduction of conifer encroachment. This management activity is planned along the riparian area associated with Blinman Spring. This area contains established Quaking Aspen groves, Black Cottonwood, and small, open wet meadow areas that are being encroached upon by young growth Jeffrey pine and Western Juniper. This activity will seek to enhance the native riparian vegetation and natural ground water levels by reducing the competition induced by encroaching conifers.

**Riparian Enhancement Treatment Specifications:**

1. The contractor shall remove all conifers up to and including 12" DBH from within 20 feet established Quaking Aspen, Salix willow, and black cottonwood specimens.
2. The contractor shall remove all conifers up to and including 12" DBH from within the established boundary of any meadow or wet meadow complex as identified by the RPF.
3. In areas the lack riparian vegetation, the following thinning standards apply: select the highest quality conifer then remove all surrounding, competing conifers up to and including 12" DBH to the designated spacing below:
  - a. Areas dominated by trees <12" DBH: 15-20' average tree spacing.
  - b. Areas dominated by trees >12" DBH: removal of all trees up to and including 12" DBH within 5 feet of dripline of residual conifer(s); 15-20' average tree spacing otherwise. *Dripline is defined as line that is perpendicular to longest limbs of residual tree canopy.*
  - c. Tree retention priority: Jeffrey Pine, Incense Cedar, White fir.
  - d. All young growth Western Juniper 12" DBH and less shall be removed.
2. Residual timber (leave trees) shall consist of healthy, vigorous dominant and codominant trees with full crowns, greater than 40% live crown, free of defect

and the best phenotypes of the pre-harvest stand.

3. The operator shall generally maintain the pre-harvest species composition.
4. All native oaks shall remain uncut, unless removal is required for operations. All native aspen shall remain uncut.
5. Tree foliage/canopy shall not overlap; trees will have a distinct gap between tree crowns.
6. Tree stumps and stems shall be no taller than 4” above ground, measured on uphill side, or 4” above natural obstacles such as boulders, logs, etc.

**Discussion of Other Resources:**

**Riparian, meadows, aquatic habitat, stream and other watercourses:** This management unit is located within and adjacent to the protection zone for the Blinman Spring Class II spring and watercourse as described above.

**Understory, downed woody debris, snags, wildlife habitat:**

This management unit generally does not contain downed woody debris or snags. Wildlife habitat is present in the riparian vegetation and water resources present in the unit. The understory is composed of young growth conifers and sagebrush.

**Unit Management Resource Concerns and Recommendations:**

None.

**Erosion concerns:**

Heavy equipment may be utilized for chipping of material cut from within the Blinman Spring WLPZ as part of thinning activities. Surface erosion following equipment use shall be abated by installation of standard waterbars on any tractor road or private road utilized by the equipment during site preparation. To prevent surface erosion within the ownership, all roads and tractor roads utilized as part of CFIP operations will have water bars installed as described below:

<b>Slope</b>	<b>0-10%</b>	<b>11-25%</b>	<b>26-50%</b>	<b>&gt;50%</b>
Moderate EHR	200ft	150ft	100ft	75ft

Waterbreaks will be constructed diagonally at a depth of 6 inches into solid road base and shall have a continuous firm embankment of at least 6” in height immediately adjacent to the lower edge of the waterbreak cut that allows drainage to flow unrestricted onto slash, rocks, or materials less erodible than native soil.

**Soil Compaction:** Soil compaction within the ownership will be avoided by not allowing equipment operations during saturated soil conditions. Saturated soil conditions means that soil and/or surface material pore spaces are filled with water to such an extent that runoff is likely to occur. Indicators of saturated soil conditions may include, but are not

limited to: 1) areas of ponded water, 2) pumping of fines from the soil or road surfacing material during timber operations, 3) loss of bearing strength resulting in the deflection of soil or road surfaces under a wet load, such as creation of wheel ruts, 4) spinning or churning of wheels or tracks that produces a wet slurry, or 5) inadequate traction without blading wet soil or surfacing materials.

Further, the operating surface of logging roads and landings shall be utilized only when stable. Stable operating surface means that the logging road or landing surface does not either (1) generate waterborne sediment in amounts sufficient to cause a turbidity increase in drainage facilities that discharge into Class I, II, III, or IV waters or, that is visible or would violate applicable water quality requirements; or 2) channel water for more than 50 feet that is discharged into Class I, II, III, or IV waters. This restriction applies to the entire operating period.

**Domestic uses:** Blinman spring provides water to the landowner's mini-hydro electric system which supplies the Ranch's residence with water and power.

**Other conservation issues:** None under current management strategy.

## MANAGEMENT ACTIVITY DECISIONS, SCHEDULE AND TRACKING

Management Unit	Acres	Treatment Activity Short Description	Dates		Cost Share Used? Type?	Net Cash Flow	
			Planned	Completed		Cost	Income
1	31	Precommercial Thinning	5/2016		CFIP 75%	23,250	N/A
2	21	Precommercial Thinning	5/2018		CFIP 75%	15,750	N/A
3	80	Precommercial Thinning	5/2017		CFIP 75%	60,000	N/A
4	31	Precommercial Thinning	5/2018		CFIP 75%	23,250	N/A
5	34	Precommercial Thinning	9/2016		CFIP 75%	25,500	N/A
6	13	Precommercial Thinning	9/2016		CFIP 75%	9,750	N/A
7	38	Precommercial Thinning	6/2014		CFIP 75%	28,500	N/A
8	35	Precommercial Thinning	9/2014		CFIP 75%	26,250	N/A
9	17	Precommercial Thinning	9/2014		CFIP 75%	12,750	N/A
10	8	Precommercial Thinning	9/2014		CFIP 75%	6,000	N/A
11	14	Precommercial Thinning	5/2015		CFIP 75%	10,500	N/A
12	34	Precommercial Thinning	5/2015		CFIP 75%	25,500	N/A
13	37	Precommercial Thinning	9/2015		CFIP 75%	27,750	N/A
14	18	Riparian Enhancement	9/2015		CFIP 75%	13,500	N/A
15	40	Conifer Replanting	10/2018		CFIP 75%	8,000	N/A
16	32	Conifer Replanting	10/2018		CFIP 75%	6,400	N/A

## **California Environmental Quality Act (CEQA) and National Environmental Protection Act (NEPA) information**

### **Environmental**

#### **Map the location of known geological, biological or ecological values sites.**

Not applicable – no known geological, biological or ecological values sites are present within the ownership.

**Discuss T&E species observed or known and provide the results of the California Department of Fish and Game NDDB and BIOS information sites for within three miles of the property boundaries.** Please see table embedded within the Management Plan. Threatened and/or endangered species have not been located within project boundaries. If in the future surveys or observations indicate a positive detection for a listed species, the landowner shall contact the RPF for further guidance on possible mitigations that should occur if ground disturbing events are prescribed in the future.

### **Archaeological**

Confidential Archeological Report is available in Appendix #5.

## **ADDITIONAL CEQA/NEPA NOTIFICATION FOR GROUND PRACTICES**

*Any future ground practice to implement this plan using public entity reimbursement funds requires a signed CAL FIRE CFIP Environmental Checklist (CEQA) or an NRCS CPA-52 (NEPA) Checklist. Along with this checklist a process of “discovery” or survey for unknown values along with a discussion of possible mitigations is required. Additionally the checklist must be filled out by an RPF or Certified Planner. Archaeological values require an Archaeological Records Check, an entity Archaeologist review and Native American notification for the practice area.*

### **PROVIDE A PROJECT NOTIFICATION TO THE FOLLOWING AGENCIES**

- **County Clerk**
- **CA Department of Fish and Game**
- **Regional Water Quality Control Board**
- **If the project adjoins public land (for example, the US Forest Service, US Fish and Wildlife Service, BLM, National, State, or local parks, etc.) notify that agency**
- **If the project adjoins a State Highway, contact CALTRANS**
- **If the project is in the Coastal Zone, contact the Coastal Commission**

### **FOR GROUND-DISTRUBING PROJECTS, PROVIDE A PROJECT NOTIFICATION TO**

- **Native American Heritage Commission**
- **Tribal contacts**
- **Local Historical Society**

## **ADDITIONAL PROFESSIONAL ASSISTANCE**

**List agencies and individuals that owner has or may consult for special sites, threatened and endangered species, desired species, livestock specialists, Native American cultural values, etc.**

**List agencies and NGOs such as the local office of CAL FIRE, NRCS, the local RCD, Fire-safe Council, and etc with current contact names and numbers the owner can contact for guidance and help.**

The following entities may be of assistance to the landowner for a variety of land management purposes.

Dan Martynn  
Natural Resource Conservation Service (NRCS)  
159 Lawrence St.  
PO Box 3562 Quincy, CA. 95971  
(530) 283-7511  
*EQIP and other federal land owner assistance programs*

Sierra County Resource Conservation District  
PO Box 3562  
Quincy, CA. 95971  
sierravalleyrcd@gmail.com  
*Watershed planning, fuel breaks, education*

Lahontan Regional Water Quality Control Board  
2501 Lake Tahoe Blvd.  
South Lake Tahoe, CA. 96105  
(530)542-5400

Northern Sierra Air Quality Management District  
PO Box 2227  
Portola, CA. 96122  
(530) 832-0102  
[ryan@myairdistrict.com](mailto:ryan@myairdistrict.com)

# MAPS

The following maps have been provided:

1. **General Vicinity Map:** Delineate property boundaries, access roads, nearest town or well known land mark.
2. **Parcel Map** including property boundaries, road layout, water resources, infrastructure identification,
3. **Management Unit/Project Map:** Show location of proposed management activities
4. **Soil Types Map:** Show name and location of soil types present. Soil maps are available from NRCS Web Soil Survey
5. **Fire History Map.**

# **Appendix 1**

## **Selected Standards and Specifications**

- Not Applicable, all standards and specifications have been previously included within the context of this Management Plan.

## Appendix 2

### Tax and Business Management

This section includes a series of statements related to tax and business management that should be included in plans.

**Property tax** – The forest management plan should document the current tax status of the property (Timber Production Zone as discussed earlier in this Plan). Your state might have specific property tax programs that you may be eligible to participate in. Please be aware of the program rules and regulations.

**Income tax** – Timber harvest and other revenue generating activities generally produce a federal and state income tax liability. Tax credits may be available for some management activities.

**Estate tax** – Good estate planning can help to lessen tax liability when passing land to heirs and that landowners should seek good planning and tax advice.

**Record keeping** – Good record keeping can help landowners manage their assets; increase their revenues; and minimize their tax liability.

**Land Use** – Document the land use classifications of the property from the county land use plan.

Should future commercial harvests occur on the Lemon Canyon Ranch, Ms. Blake will incur State tax liabilities at the timber tax rate at the time of harvest. This rate is currently 2.9%. In order for the landowner or subsequent family owners to remain current with taxation laws and regulations, the following sites should be utilized when a product harvest or removal occurs:

<http://www.timbertax.org>

<http://www.boe.ca.gov/proptaxes/timbertax.htm>

<http://www.fltc.net>

## **Appendix 3**

### **Past Plans, Amendments and Updates**

Past harvest plans for the Lemon Canyon Ranch ownership have been discussed in this Management Plan in the “Property History Section”. Future updates to this Plan will be attached to this section of the document.

## Appendix 4

### Supporting documents included herein are:

- CNDDDB Results (February 2014) results have been incorporated in their entirety into the tables within this Plan.

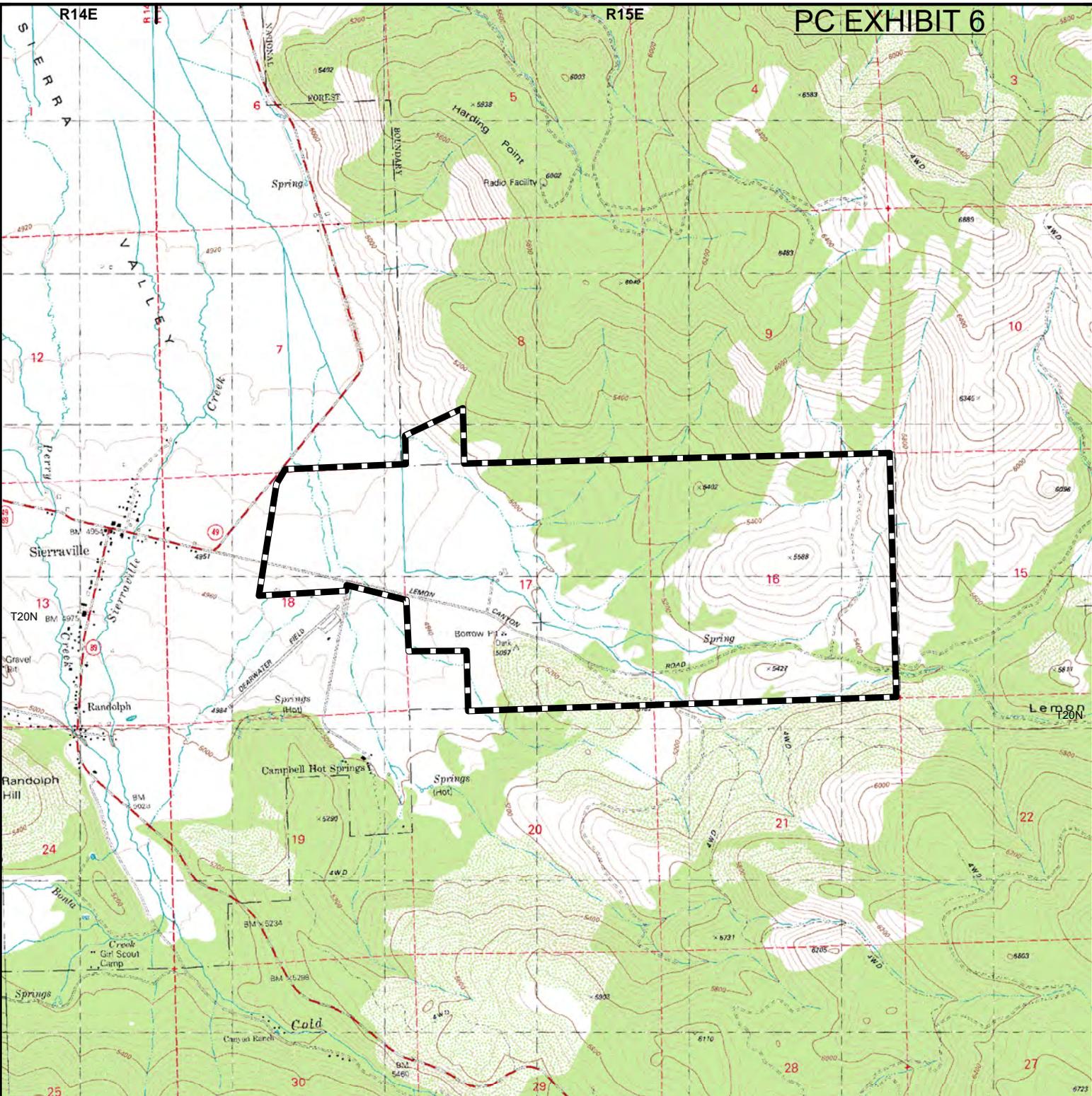
### References:

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< <http://www.dfg.ca.gov/bdb/html/cawildlife.html> >
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- California Department of Fish and Game Natural Diversity Database. Online Commercial Subscription. July 2011.
- California Department of Forestry and Fire Protection. Special Vascular Plants, Bryophytes, and Lichens List. January 2008
- California Native Plant Society's Electronic Inventory. "Nine Quad Search." July 2011  
< [http://cnps.web.aplus.net/cgi-bin/inv/inventory.cgi/Html?item=checkbox\\_9.htm#q9](http://cnps.web.aplus.net/cgi-bin/inv/inventory.cgi/Html?item=checkbox_9.htm#q9) >
- California Regional Water Quality Control Board. "Water Quality Control Plan (Basin Plan) For The California Regional Water Quality Control Board Central Valley Region, Fourth Edition, Sacramento River and San Joaquin River Basin." February 2009.  
< [http://www.waterboards.ca.gov/centralvalley/available\\_documents/basin\\_plans/SacSJR.pdf](http://www.waterboards.ca.gov/centralvalley/available_documents/basin_plans/SacSJR.pdf) >
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< <http://www.parcelquest.com/home.htm>>
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## **Appendix 5**

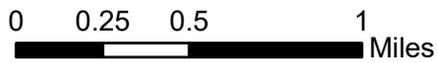
### **Confidential Addendums**

**A Confidential Archaeological Addendum has been completed for this project and reviewed by Cal Fire. This information is confidential and can be obtained from the RPF.**



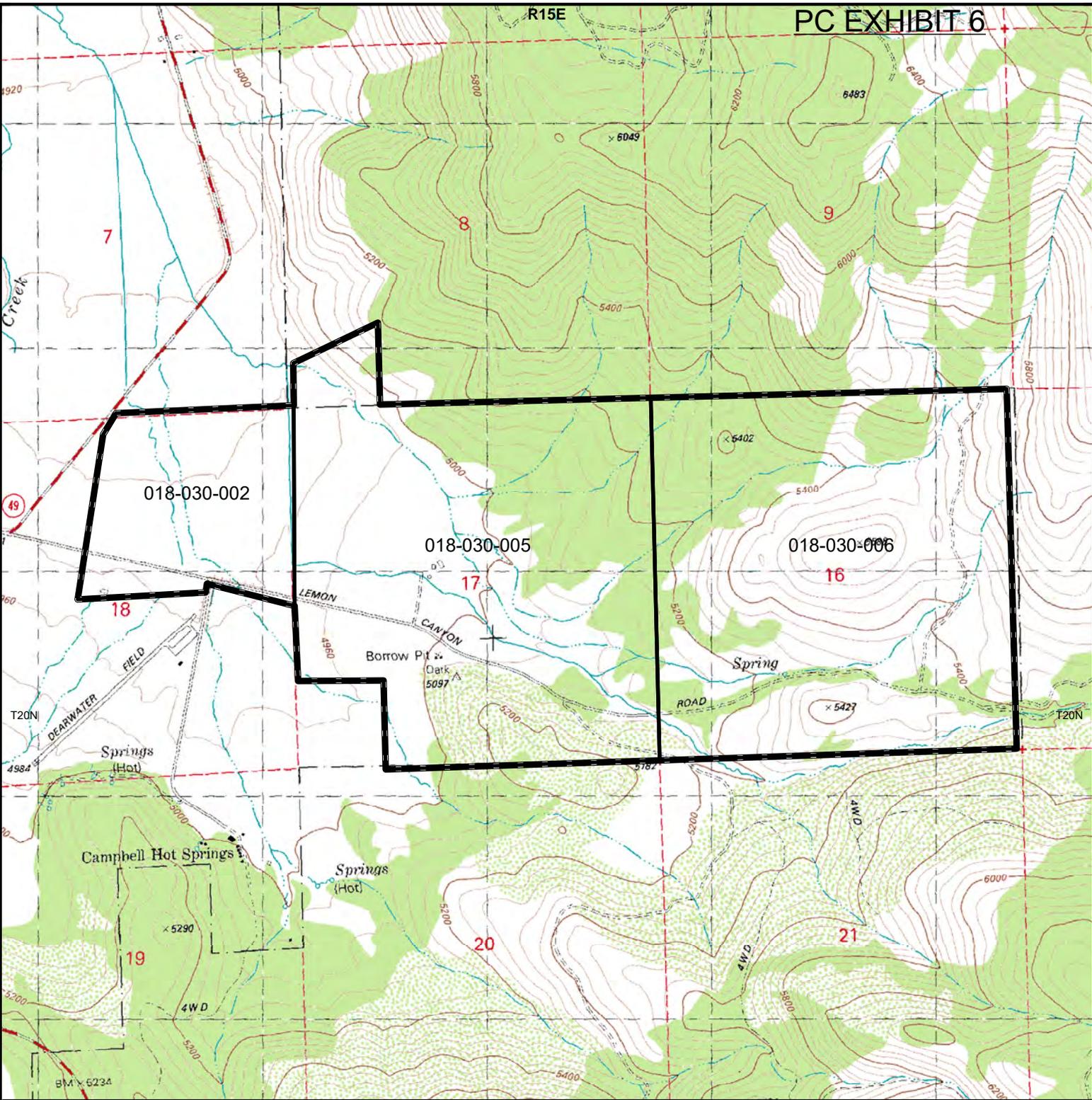
Lemon Canyon Ranch CFIP  
 General Vicinity Map  
 T20N, R15E, S8,16,17, 18 MDBM Sierraville USGS 7.5' Quad  
 Contour Interval = 40'

 Ownership Boundary



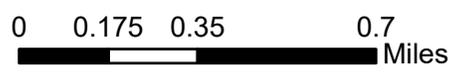
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 1 inch = 2,917 feet

North Valley Resource Management  
 P.O. Box 1411  
 Quincy, CA. 95971  
 (530) 927-7095



Lemon Canyon Ranch CFIP  
 Parcel Map  
 T20N, R15E, S8,16,17, 18 MDBM Sierraville USGS 7.5' Quad  
 Contour Interval = 40'

-  Parcel
-  Ownership Boundary

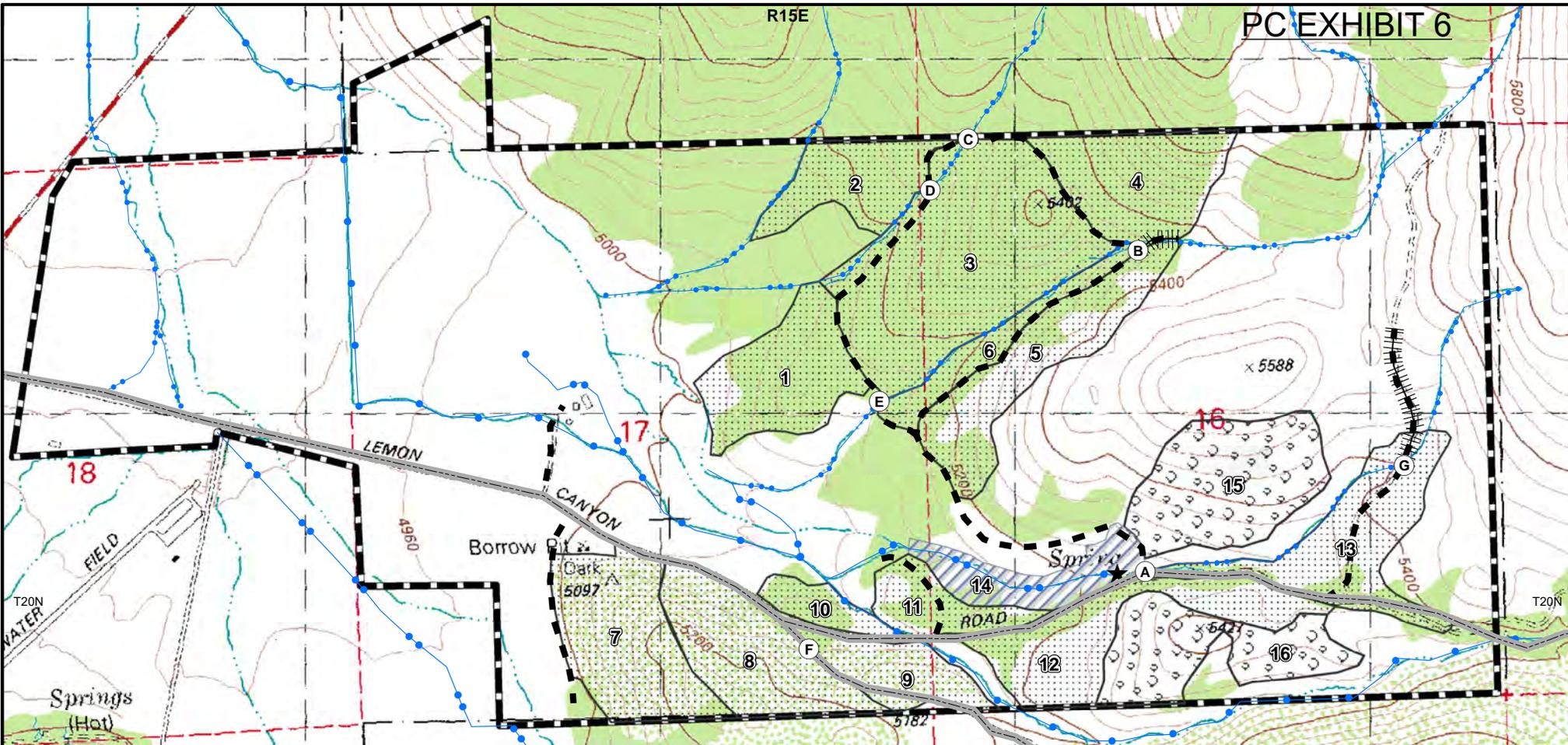


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North Valley Resource Management  
 P.O. Box 1411  
 Quincy, CA. 95971  
 (530) 927-7095

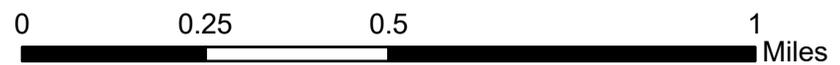
R15E

PC EXHIBIT 6



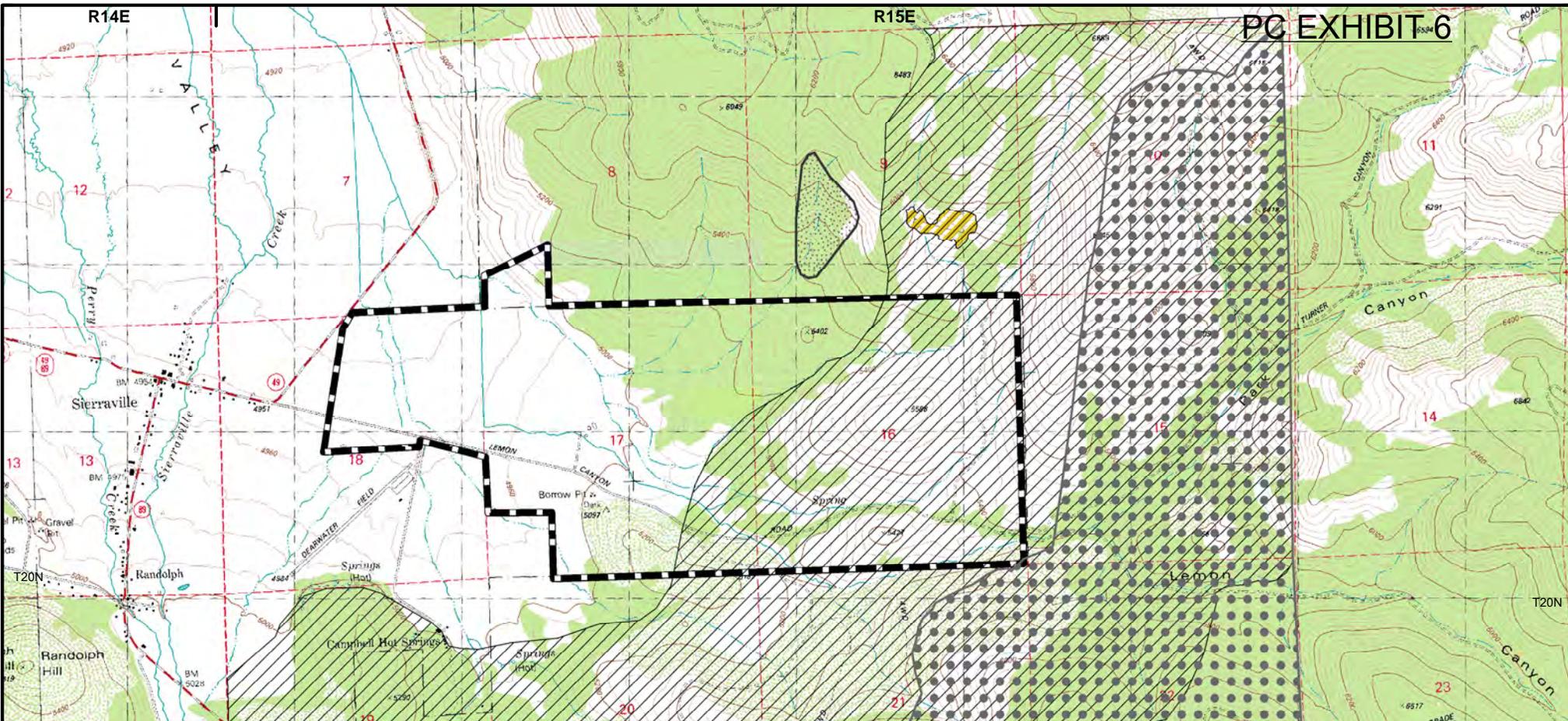
Lemon Canyon Ranch CFIP - Management Unit Map  
 T20N, R15E, S8,16,17, 18 MDBM Sierraville USGS 7.5' Quad  
 Contour Interval = 40'

- |  |                                  |  |                                 |  |                       |
|--|----------------------------------|--|---------------------------------|--|-----------------------|
|  | Ownership Boundary               |  | Conifer Replanting Area         |  | Class II Watercourse  |
|  | PreCommercial Thinning           |  | Watercourse Crossing            |  | Class III Watercourse |
|  | Riparian Enhancement             |  | Existing Road, Public, Seasonal |  | Class II Spring       |
|  | Existing Road, Private, Seasonal |  | Road Abandonement               |  |                       |
|  | Class I Watercourse              |  |                                 |  |                       |

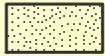
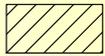


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 1 inch = 1,375 feet

North Valley Resource Management  
 P.O. Box 1411  
 Quincy, CA. 95971  
 (530) 927-7095



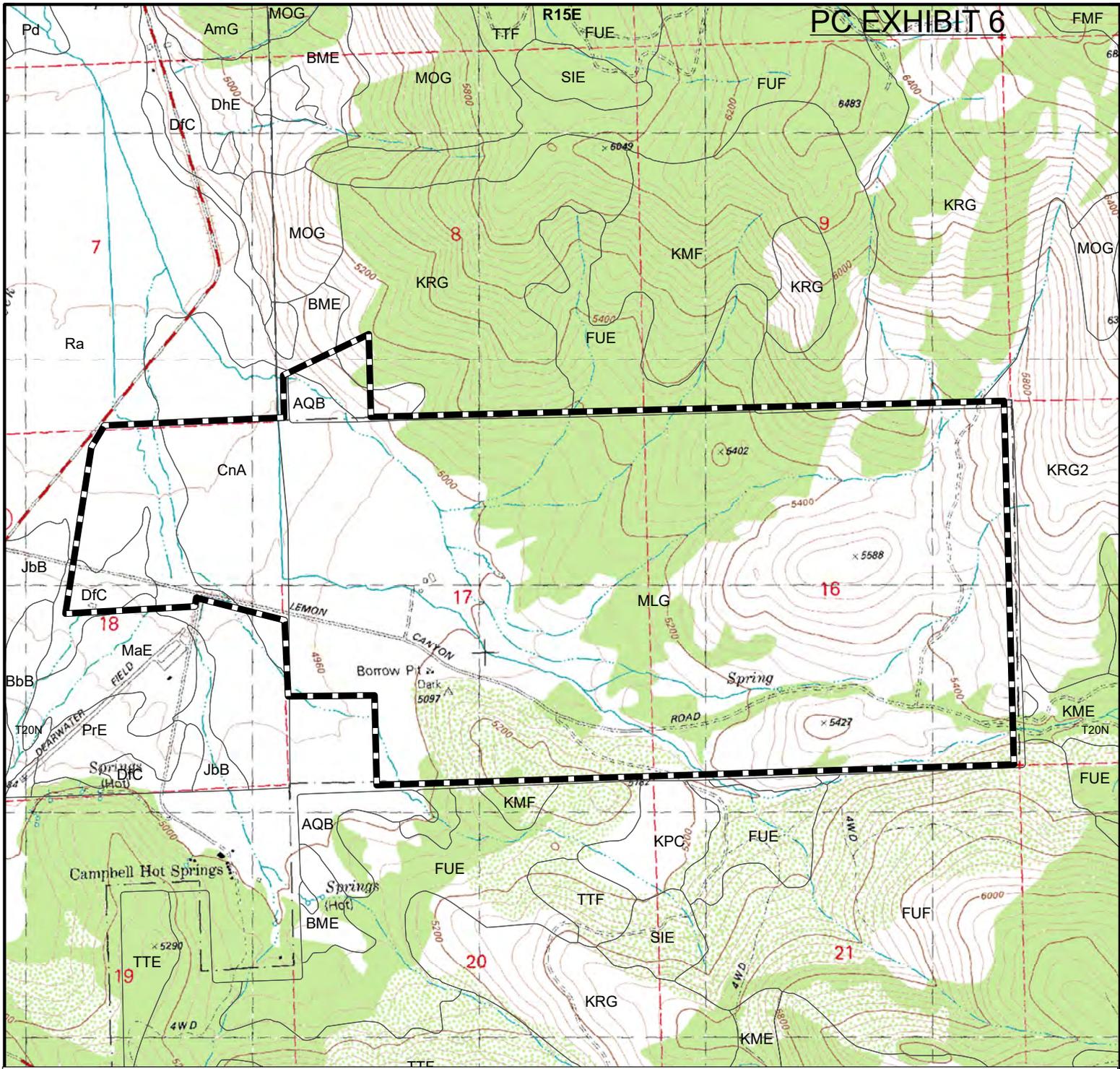
Lemon Canyon Ranch CFIP - Fire History Map  
 T20N, R15E, S8,16,17, 18 MDBM Sierraville USGS 7.5' Quad  
 Contour Interval = 40'

-  Ownership Boundary
-  1945
-  1959
-  1994
-  2003



1:35,000  
 1 inch = 2,917 feet

North Valley Resource Management  
 P.O. Box 1411  
 Quincy, CA. 95971  
 (530) 927-7095



Lemon Canyon Ranch CFIP  
 Soils Type Map  
 T20N, R15E, S8,16,17, 18 MDBM Sierraville USGS 7.5' Quad  
 Contour Interval = 40'

-  Ownership Boundary
-  Soil Type labelled by Type Symbol



1:24,000  
 1 inch = 2,000 feet

North Valley Resource Management  
 P.O. Box 1411  
 Quincy, CA. 95971  
 (530) 927-7095

Local Government Tribal Consultation List Request

Native American Heritage Commission
1550 Harbor Blvd, Suite 100
West Sacramento, CA 95691
916-373-3710
916-373-5471 - Fax
nahc@nahc.ca.gov

Type of List Requested

[ ] CEQA Tribal Consultation List (AB 52) - Per Public Resources Code § 21080.3.1, subs. (b), (d), (e) and 21080.3.2

[x] General Plan (SB 18) - Per Government Code § 65352.3.

Local Action Type:

- [ ] General Plan [ ] General Plan Element [x] General Plan Amendment
[ ] Specific Plan [ ] Specific Plan Amendment [ ] Pre-planning Outreach Activity

Required Information

Project Title: 1705 Blake GPA/ZA
Local Government/Lead Agency: County of Sierra
Contact Person: Corri Jimenez
Street Address: 101 Courthouse Square
City: Downieville, CA Zip: 95936
Phone: 530-289-3251 Fax:
Email: cjimenez@sierracounty.ca.gov

Specific Area Subject to Proposed Action

County: Sierra City/Community: Sierraville

Project Description:

The proposed project is a General Plan Amendment of 720 acres from Agriculture into Forest and in addition, rezoning 80 acres in the Agricultural District and 640 acres in General Forest into the Timber Production Zone (TPZ). Statutorily exempt under, Gov. Code 51119.

Additional Request

[x] Sacred Lands File Search - Required Information:

USGS Quadrangle Name(s): Sierraville, Calif.
Mount Diablo Meridian
Township: T20N Range: R15E Section(s): S.16; E1/2 NE1/4 of S.17

**From:** [NAHC@NAHC](mailto:NAHC@NAHC)  
**To:** [Corri Jimenez](mailto:Corri Jimenez)  
**Cc:** [Torres-Fuentes\\_Pricilla@NAHC](mailto:Torres-Fuentes_Pricilla@NAHC)  
**Subject:** RE: 1705 Blake ZA/GPA--SB 18 Tribal Request  
**Date:** Wednesday, June 1, 2022 11:07:35 AM  
**Attachments:** [2022-5-31 NAHC request for tribal consultation list.pdf](#)

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**CAUTION:** This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hello,

Thank you for your message. We're in receipt of your request. We have recently hired new staff, and this change in our office is creating some delays. We estimate a turn-around time of 6-8 weeks and don't anticipate responding sooner than the end of that time frame. Please let us know if you have any questions.

Kind regards,

**Native American Heritage Commission**

1550 Harbor Blvd. Suite 100  
West Sacramento, CA 95691  
(916) 373-3710

---

**From:** Corri Jimenez <[cjimenez@sierracounty.ca.gov](mailto:cjimenez@sierracounty.ca.gov)>  
**Sent:** Tuesday, May 31, 2022 6:45 PM  
**To:** NAHC@NAHC <[NAHC@nahc.ca.gov](mailto:NAHC@nahc.ca.gov)>  
**Cc:** Brandon Pangman <[bpangman@sierracounty.ca.gov](mailto:bpangman@sierracounty.ca.gov)>  
**Subject:** 1705 Blake ZA/GPA--SB 18 Tribal Request

You don't often get email from [cjimenez@sierracounty.ca.gov](mailto:cjimenez@sierracounty.ca.gov). [Learn why this is important](#)

Dear NAHC,

Sierra County is requesting a Local Government Tribal Consultation List for a General Plan Amendment/Zone Amendment near the community of Sierraville, Sierra County, California. Because this proposed project will be amending our General Plan, under California Senate Bill 18, we are requesting a consultation list of local tribal contacts. Please see attached the NAHC request form with the proposed project information and my contact information.

Feel free to reach out to me if you have any questions/concerns or require additional information. Thank you in advance and look forward to receiving your list!

Take care, corri

**Corri Jimenez**

**Planner II**

**Sierra County Planning Department**

101 Courthouse Square

Downieville, CA 95936

(530) 289-3251 - [cjimenez@sierracounty.ca.gov](mailto:cjimenez@sierracounty.ca.gov)

**From:** [Torres-Fuentes, Pricilla@NAHC](mailto:Torres-Fuentes.Pricilla@NAHC)  
**To:** [Corri Jimenez](mailto:Corri Jimenez)  
**Subject:** 1705 Blake GPA/ZA Project  
**Date:** Thursday, July 14, 2022 1:56:58 PM  
**Attachments:** [SB18 No 2022 1705 Blake GPA ZA Project 7.14.22.pdf](#)  
[1705 Blake GPA ZA list.pdf](#)

---

**CAUTION:** This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Good afternoon,

Attached is the response to the project referenced above. If you have any additional questions, please feel free to contact our office email at [nahc@nahc.ca.gov](mailto:nahc@nahc.ca.gov).

Regards,

Pricilla Torres-Fuentes  
Native American Heritage Commission  
1550 Harbor Blvd. Suite 100  
West Sacramento, CA 95691  
[Pricilla.Torres-Fuentes@nahc.ca.gov](mailto:Pricilla.Torres-Fuentes@nahc.ca.gov)  
(916)373-3714 Direct  
(916)373-3710 Office

**NATIVE AMERICAN HERITAGE COMMISSION**

July 14, 2022

Corri Jimenez  
County of Sierra

Via Email to: [cjimenez@sierracounty.ca.gov](mailto:cjimenez@sierracounty.ca.gov)

**Re: Native American Consultation, Pursuant to Senate Bill 18, Government Code §65352.3 and §65352.4, 1705 Blake GPA/ZA Project, Sierra County**

Dear Ms. Jimenez:

Attached is a consultation list of tribes with traditional lands or cultural places located within the boundaries of the above referenced counties.

Government Code §65352.3 and §65352.4 require local governments to consult with California Native American tribes identified by the Native American Heritage Commission (NAHC) for the purpose of avoiding, protecting, and/or mitigating impacts to cultural places when creating or amending General Plans, Specific Plans and Community Plans.

The law does not preclude initiating consultation with the tribes that are culturally and traditionally affiliated within your jurisdiction. The NAHC believes that this is the best practice to ensure that tribes are consulted commensurate with the intent of the law.

The NAHC also believes that agencies should also include with their notification letters, information regarding any cultural resources assessment that has been completed on the area of potential effect (APE), such as:

1. The results of any record search that may have been conducted at an Information Center of the California Historical Resources Information System (CHRIS), including, but not limited to:
  - A listing of any and all known cultural resources that have already been recorded or are adjacent to the APE, such as known archaeological sites;
  - Copies of any and all cultural resource records and study reports that may have been provided by the Information Center as part of the records search response;
  - Whether the records search indicates a low, moderate or high probability that unrecorded cultural resources are located in the APE; and
  - If a survey is recommended by the Information Center to determine whether previously unrecorded cultural resources are present.
  
2. The results of any archaeological inventory survey that was conducted, including:
  - Any report that may contain site forms, site significance, and suggested mitigation measures.



CHAIRPERSON  
**Laura Miranda**  
Luiseño

VICE CHAIRPERSON  
**Reginald Pagaling**  
Chumash

PARLIAMENTARIAN  
**Russell Attebery**  
Karuk

SECRETARY  
**Sara Dutschke**  
Miwok

COMMISSIONER  
**William Mungary**  
Paiute/White Mountain  
Apache

COMMISSIONER  
**Isaac Bojorquez**  
Ohlone-Costanoan

COMMISSIONER  
**Buffy McQuillen**  
Yokayo Pomo, Yuki,  
Nomlaki

COMMISSIONER  
**Wayne Nelson**  
Luiseño

COMMISSIONER  
**Stanley Rodriguez**  
Kumeyaay

EXECUTIVE SECRETARY  
**Raymond C. Hitchcock**  
Miwok/Nisenan

**NAHC HEADQUARTERS**  
1550 Harbor Boulevard  
Suite 100  
West Sacramento,  
California 95691  
(916) 373-3710  
[nahc@nahc.ca.gov](mailto:nahc@nahc.ca.gov)

## PC EXHIBIT 7

All information regarding site locations, Native American human remains, and associated funerary objects should be in a separate confidential addendum, and not be made available for public disclosure in accordance with Government Code §6254.10.

3. The result of the Sacred Lands File (SLF) check conducted through the Native American Heritage Commission was negative.
4. Any ethnographic studies conducted for any area including all or part of the APE; and
5. Any geotechnical reports regarding all or part of the APE.

Lead agencies should be aware that records maintained by the NAHC and CHRIS are not exhaustive. A tribe may be the only source of information regarding the existence of a tribal cultural resource.

This information will aid tribes in determining whether to request formal consultation. In the event, that they do, having the information beforehand will help to facilitate the consultation process.

If you receive notification of change of addresses and phone numbers from tribes, please notify the NAHC. With your assistance, we are able to assure that our consultation list remains current.

If you have any questions or need additional information, please contact me at my email address:

[Pricilla.Torres-Fuentes@nahc.ca.gov](mailto:Pricilla.Torres-Fuentes@nahc.ca.gov).

Sincerely,

*Pricilla Torres-Fuentes*

Pricilla Torres-Fuentes  
Cultural Resources Analyst

Attachment

**Greenville Rancheria of Maidu  
Indians**

Kyle Self, Chairperson  
P.O. Box 279 Maidu  
Greenville, CA, 95947  
Phone: (530) 284 - 7990  
Fax: (530) 284-6612  
ksself@greenvillerancheria.com

**Tsi Akim Maidu**

Grayson Coney, Cultural Director  
P.O. Box 510 Maidu  
Browns Valley, CA, 95918  
Phone: (530) 383 - 7234  
tsi-akim-maidu@att.net

**Tsi Akim Maidu**

Don Ryberg, Chairperson  
P.O. Box 510 Maidu  
Browns Valley, CA, 95918  
Phone: (530) 383 - 7234  
tsi-akim-maidu@att.net

**Washoe Tribe of Nevada and  
California**

Serrell Smokey, Chairperson  
919 Highway 395 North Washoe  
Gardnerville, NV, 89410  
Phone: (775) 265 - 8600  
serrell.smokey@washoetribe.us

**Washoe Tribe of Nevada and  
California**

Darrel Cruz, Cultural Resources  
Department  
919 Highway 395 North Washoe  
Gardnerville, NV, 89410  
Phone: (775) 265 - 8600  
darrel.cruz@washoetribe.us

**Nevada City Rancheria Nisenan  
Tribe**

Richard Johnson, Chairman  
P.O. Box 2624 Nisenan  
Nevada City, CA, 95959  
Phone: (530) 570 - 0846  
shelly@nevadacityrancheria.org

This list is current only as of the date of this document. Distribution of this list does not relieve any person of statutory responsibility as defined in Section 7050.5 of the Health and Safety Code, Section 5097.94 of the Public Resources Code and Section 6097.98 of the Public Resources Code and section 5097.98 of the Public Resources Code.

This list is only applicable for consultation with Native American tribes under Government Code Sections 65352.3 and 65352.4 et seq for the proposed 1705 Blake GPA/ZA Project, Sierra County.



# SIERRA COUNTY

Department of Planning and Building Inspection

P.O. Box 530

Downieville, California 95936

(530) 289-3251 (800) 655-3251

FAX (530) 289-2828

Tim H. Beals

August 1, 2022

via email [kself@greenvillerancheria.com](mailto:kself@greenvillerancheria.com)

Kyle Self, Chairperson  
Greenville Rancheria of Maidu Indians  
P.O. Box 279  
Greenville, CA 95947

Subject: Tribal Consultation for proposed Blake GPA into TPZ

Dear Mr. Self:

Sierra County is currently processing an application for the Blake ZA, which proposes to place two parcels (APN 018-030-005 & 018-030-006), one 80-acre parcel and one 640-acre parcel equaling a total of 720 acres into the Timber Production Zone (TPZ) District. The project proposes a General Plan Amendment (GPA) from Agriculture to Forest in addition to this rezone.

A California Cooperative Forest Management Plan was prepared by Danielle E. (Banchio) Bradfield (February, 2014) and an archaeological survey was conducted by Ms. Bradfield in 2011 that identified and evaluated two (2) prehistoric-period cultural resources for their potential eligibility as historical resources under pertinent criteria of the California Register of Historical Resources (see attached archaeological report). None of them reached the threshold for inclusion into the California Register of Historic Resources.

In accordance with Senate Bill 18, the County invites you to consult with County leaders regarding any issues or concerns that the local Native American community may have regarding this proposed project. Information you have regarding village sites, traditional properties, or modern Native American uses within the project area will be welcomed. If you know other individuals representing the Native American community who are familiar with the project site and who may have concerns regarding the project, the County welcomes this information as well. Consultation has also been requested from the other Native American Tribal Representative listed on the attached Native American Tribal Consultation List that has been provided to the County by the Native American Heritage Commission. To arrange a time and meeting place for a consultation with the County, please contact me at (530) 289-3251, or by e-mail: [cjimenez@sierracounty.ca.gov](mailto:cjimenez@sierracounty.ca.gov). Thank you very much for your assistance in this matter.

Sincerely,

*s/ Corri L. Jimenez*

Corri Jimenez  
Planner

# SIERRA COUNTY

Department of Planning and Building Inspection

P.O. Box 530

Downieville, California 95936

(530) 289-3251 (800) 655-3251

FAX (530) 289-2828



Tim H. Beals

August 1, 2022

via email [tsi-akim-maidu@att.net](mailto:tsi-akim-maidu@att.net)

Grayson Coney, Cultural Director

Tsi Akim Maidu

P.O. Box 510

Browns Valley, CA 95918

Subject: Tribal Consultation for proposed Blake GPA into TPZ

Dear Mr. Coney:

Sierra County is currently processing an application for the Blake ZA, which proposes to place two parcels (APN 018-030-005 & 018-030-006), one 80-acre parcel and one 640-acre parcel equaling a total of 720 acres into the Timber Production Zone (TPZ) District. The project proposes a General Plan Amendment (GPA) from Agriculture to Forest in addition to this rezone.

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Sincerely,

*s/ Corri L. Jimenez*

Corri Jimenez

Planner

# SIERRA COUNTY

Department of Planning and Building Inspection

P.O. Box 530

Downieville, California 95936

(530) 289-3251 (800) 655-3251

FAX (530) 289-2828



Tim H. Beals

August 1, 2022

via email [tsi-akim-maidu@att.net](mailto:tsi-akim-maidu@att.net)

Don Ryberg, Chairperson  
Tsi Akim Maidu  
P.O. Box 510  
Browns Valley, CA 95918

Subject: Tribal Consultation for proposed Blake GPA into TPZ

Dear Mr. Ryberg:

Sierra County is currently processing an application for the Blake ZA, which proposes to place two parcels (APN 018-030-005 & 018-030-006), one 80-acre parcel and one 640-acre parcel equaling a total of 720 acres into the Timber Production Zone (TPZ) District. The project proposes a General Plan Amendment (GPA) from Agriculture to Forest in addition to this rezone.

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Sincerely,

*s/ Corri L. Jimenez*

Corri Jimenez  
Planner

# SIERRA COUNTY

Department of Planning and Building Inspection

P.O. Box 530  
Downieville, California 95936  
(530) 289-3251 (800) 655-3251  
FAX (530) 289-2828



Tim H. Beals

August 1, 2022

via email [serrell.smokey@washoetribe.us](mailto:serrell.smokey@washoetribe.us)

Serrell Smokey, Chairperson  
Washoe Tribe of Nevada and California  
919 Highway 395 North  
Gardnerville, NV 89410

Subject: Tribal Consultation for proposed Blake GPA into TPZ

Dear Mr. Smokey:

Sierra County is currently processing an application for the Blake ZA, which proposes to place two parcels (APN 018-030-005 & 018-030-006), one 80-acre parcel and one 640-acre parcel equaling a total of 720 acres into the Timber Production Zone (TPZ) District. The project proposes a General Plan Amendment (GPA) from Agriculture to Forest in addition to this rezone.

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Sincerely,

*s/ Corri L. Jimenez*

Corri Jimenez  
Planner

# SIERRA COUNTY

Department of Planning and Building Inspection

P.O. Box 530  
Downieville, California 95936  
(530) 289-3251 (800) 655-3251  
FAX (530) 289-2828



Tim H. Beals

August 1, 2022

via email [darrel.cruz@washoetribe.us](mailto:darrel.cruz@washoetribe.us)

Darrel Cruz, Cultural Resources Dept  
Washoe Tribe of Nevada and California  
919 Highway 395 North  
Gardnerville, NV 89410

Subject: Tribal Consultation for proposed Blake GPA into TPZ

Dear Mr. Cruz:

Sierra County is currently processing an application for the Blake ZA, which proposes to place two parcels (APN 018-030-005 & 018-030-006), one 80-acre parcel and one 640-acre parcel equaling a total of 720 acres into the Timber Production Zone (TPZ) District. The project proposes a General Plan Amendment (GPA) from Agriculture to Forest in addition to this rezone.

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Sincerely,

*s/ Corri L. Jimenez*

Corri Jimenez  
Planner

# SIERRA COUNTY

Department of Planning and Building Inspection

P.O. Box 530  
Downieville, California 95936  
(530) 289-3251 (800) 655-3251  
FAX (530) 289-2828



Tim H. Beals

August 1, 2022

via email [shelly@nevadacityrancheria.org](mailto:shelly@nevadacityrancheria.org)

Richard Johnson, Chairman  
Nevada City Rancheria Nisenan  
P.O. Box 2624  
Nevada City, CA 95959

Subject: Tribal Consultation for proposed Blake GPA into TPZ

Dear Mr. Johnson:

Sierra County is currently processing an application for the Blake ZA, which proposes to place two parcels (APN 018-030-005 & 018-030-006), one 80-acre parcel and one 640-acre parcel equaling a total of 720 acres into the Timber Production Zone (TPZ) District. The project proposes a General Plan Amendment (GPA) from Agriculture to Forest in addition to this rezone.

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Sincerely,

*s/ Corri L. Jimenez*

Corri Jimenez  
Planner



# SIERRA COUNTY

Department of Planning and Building Inspection

Post Office Box 530  
Downieville, California 95936

Tel (530) 289-3251  
Fax (530) 289-2828

## Early Consultation / Project Review Routing Sheet

Date: August 1, 2022  
To: Commenting Agencies

### County Departments

- County Assessor
- County Treasurer-Tax Collector
- County Counsel
- County Sheriff
- County Environmental Health Department
- County Surveyor-Engineer
- County Supervisor
- County Public Works Department
- County Fire Safe & Watershed Council
- County Fish and Game Commission
- County Historical Society

### Federal Departments

- USFS—Forest Supervisor Office:  
\_\_\_\_\_Tahoe\_\_\_\_\_ National Forest
- USFS Sierraville District Ranger Office
- BLM—Regional Office: \_\_\_\_\_District
- US Army Corps of Engineers
- FEMA—NFIP - Region IX

### AB 52 Tribes/SB 18 Tribes

- Washoe Tribe of Nevada & California
- T'Si-akim Maidu
- Greenville Rancheria of Maidu Indians
- United Auburn Indian Comm. /Auburn Rancheria
- Nevada City Rancheria Nisenan Tribe

### State Departments

- Dept. of Fish & Wildlife—Regional Office
- Dept. of Fish & Wildlife—Local Warden
- Dept. of Fish & Wildlife—Area Biologist
- State Reg. Water Quality Control Board—  
Lahontan Region
- State Reg. Water Quality Control Board—  
Central Valley Region
- California Public Utility Commission
- State Department of Forestry & Fire  
Protection (CalFire)
- California Air Resources Board
- Department of Health Services
- Housing & Community Development
- Department of Conservation
- Energy Commission
- Department of Water Resources
- CalTrans-District Office-Planning & Project  
Review
- CalTrans-District 3 - Sierraville Yard
- Native American Heritage Commission
- State Office of Planning and Research
- State Water Board-Division of Drinking Water
- DWR - Sierra Valley Watermaster
- Other: \_\_\_\_\_

### Other Agencies

- Sierra-Plumas Joint Unified School District
- City of Loyalton
- Sierra Brooks Homeowners Association
- Northern Sierra Air Quality Management
- Sierra Valley Resource Conservation
- Nevada County Resource Conservation
- Sierra Economic Development District
- Public Utility/Water/Waterworks District: SVPUD
- Sierra Brooks Water\_\_\_\_\_
- Fire Protection District: SCFPD#1
- Hospital or Health Care District: Eastern Plumas
- Sierra Valley Groundwater Management
- Long Valley Groundwater Management
- Contiguous County Planning Department:  
Plumas County
- Liberty Utilities
- Pacific Gas & Electric Company
- Plumas Sierra Rural Electric Cooperative
- SBC/ATT-Serving Phone Communications
- Private or Public Water Company: \_\_\_\_\_
- California Historical Resources Information System,  
Northeast Information Center, Chico
- Other: \_\_\_\_\_

## Project Description

The following application has been submitted to the Sierra County Planning Department. The project is being sent to your agency for early review and comment. The purpose of this "early consultation/routing" is to identify any unforeseen issues or reasons why the project should not be "exempt" from CEQA, and/or to solicit review comments and recommended conditions of approval.

Application Number: **1705**  
 Application Title: **Blake—General Plan Amendment/Zone Amendment**  
 Assessor's Parcel Number(s): 018-030-005 & 018-030-006  
 Property Address/Location: 222 Lemmon Canyon Road, Sierraville

**Project Description:** The proposed project is a General Plan Amendment of 720 acres from Agriculture into Forest. In addition, all 720 acres zoned General Forest will be rezoned into the Timber Production Zone (TPZ). Currently, the acres are part of a larger Williamson Act contract, which will be amended to reflect the added TPZ area.

Planning staff's preliminary environmental assessment: Statutorily exempt under, Gov. Code 51119.

## Comments and Conditions

- If you have any questions regarding this project or require additional information to evaluate and prepare comments or recommended conditions for the project, please send us a list of these requests **within two weeks**.
- Please send your comments and conditions to us no later than **August 15, 2022**. If we do not receive a response by this date, we will presume that your agency has "no comment." If you require additional time for review, please contact me at: (530) 289-3251 or [cjimenez@sierracounty.ca.gov](mailto:cjimenez@sierracounty.ca.gov).

Sincerely,

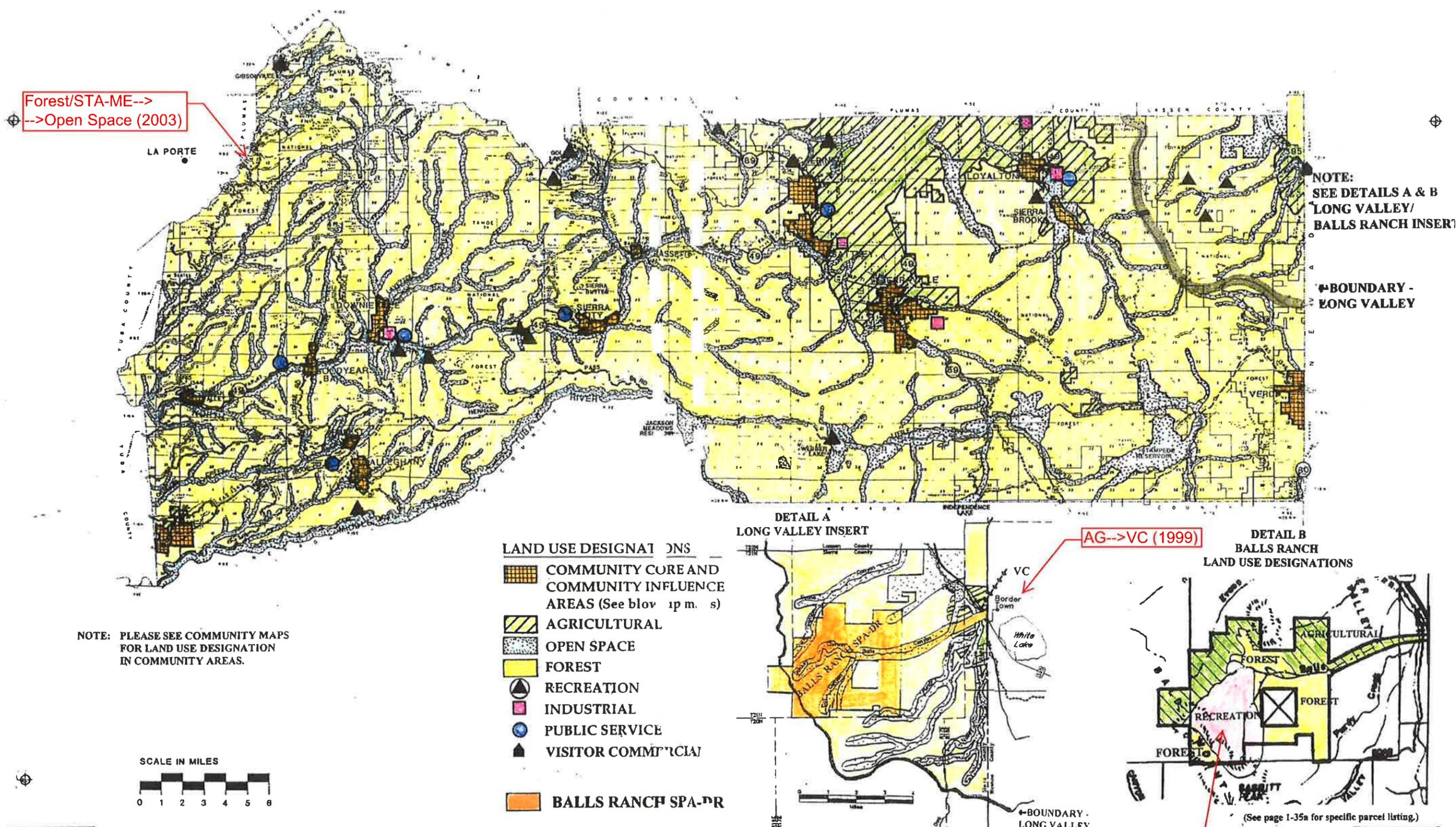
Corri Jimenez  
Planner

\_\_\_\_\_  
Signature, date

Comments are:  Attached  No comment

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Agency

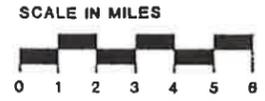


Forest/STA-ME-->  
-->Open Space (2003)

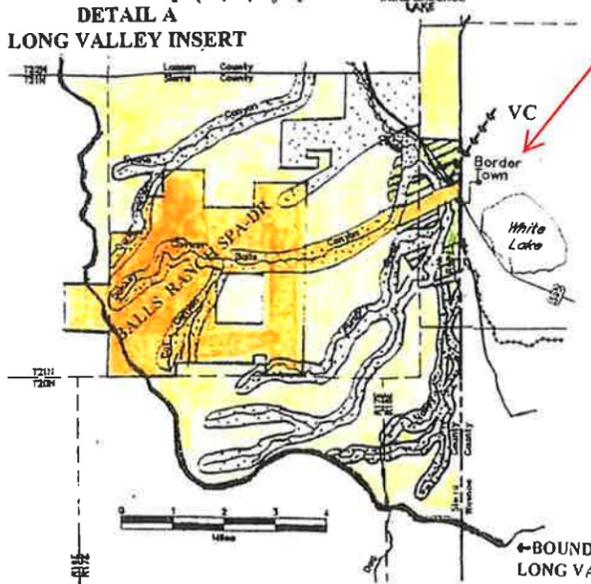
NOTE:  
SEE DETAILS A & B  
LONG VALLEY/  
BALLS RANCH INSERT

BOUNDARY -  
LONG VALLEY

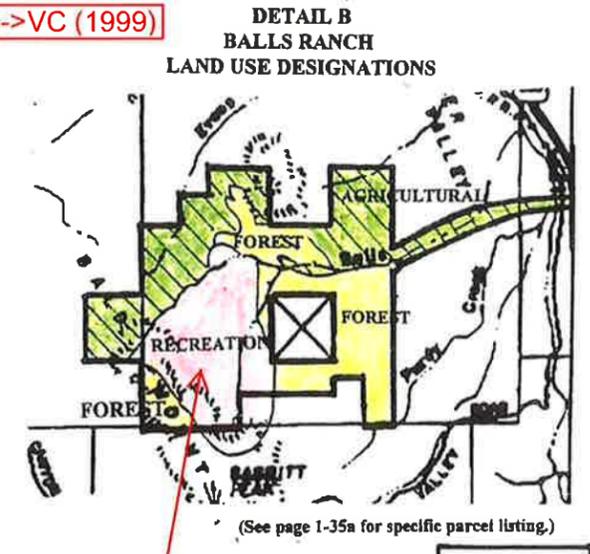
NOTE: PLEASE SEE COMMUNITY MAPS  
FOR LAND USE DESIGNATION  
IN COMMUNITY AREAS.



- LAND USE DESIGNATIONS**
- COMMUNITY CORE AND COMMUNITY INFLUENCE AREAS (See blow up maps)
  - AGRICULTURAL
  - OPEN SPACE
  - FOREST
  - RECREATION
  - INDUSTRIAL
  - PUBLIC SERVICE
  - VISITOR COMMUNITIA
  - BALLS RANCH SPADR



AG-->VC (1999)



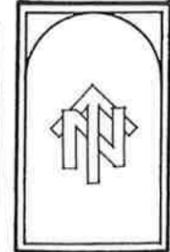
Rec-->Forest (1997)



**Amendments:**

Res.# 97-203: Rec --> Forest (Long Valley Area)  
 Res.# 99-085: AG --> VC (Bordertown Area)  
 Res.# 03-208: Forest/STA-Mineral Extraction --> OS  
 (Gardner's Point/Pioneer Pit)

Figur 1-2  
**COUNTYWIDE AND SE DESIGNATIONS**  
 SIERRA COUNTY  
 CALIFORNIA





1 mi

**PROPOSED  
GPA/ZA AREA**

**Blake General Plan Amendment Map**

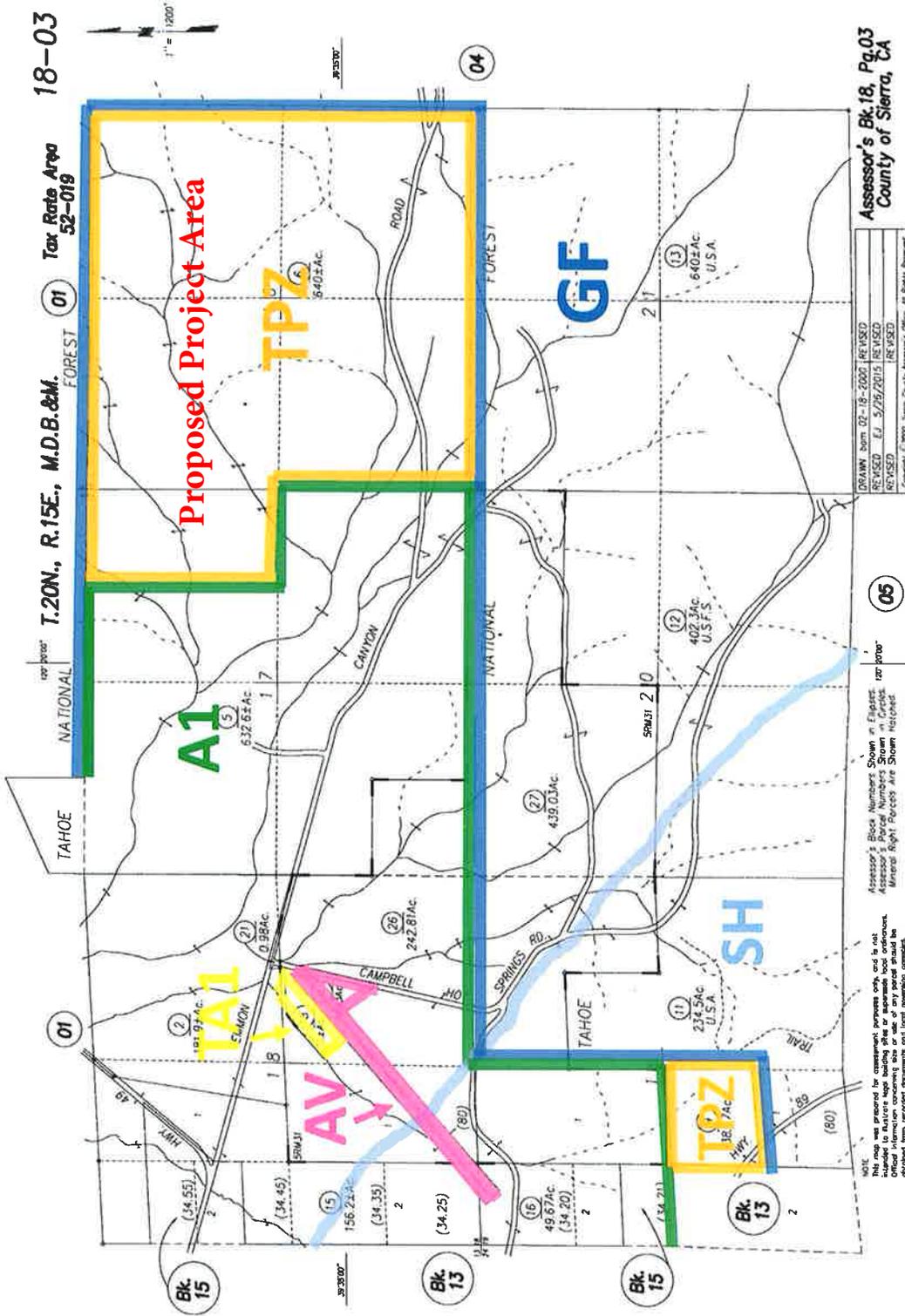
APNs 018-030-006 (640 ac. GF),  
018-030-005 (80 ac. por. in GF of 633 ac. parcel)

General Plan designation: AG to FOREST (dashed)





Proposed Zoning Map



File No. 1705  
Date Rec. 5/26/22

**Sierra County Planning Department**  
P.O. Box 530 / 101 Courthouse Square  
Downieville, CA 95936  
Phone: (530) 289-3251  
Fax: (530) 289-2828  
E-Mail: [planning@sierracounty.ca.gov](mailto:planning@sierracounty.ca.gov)



**GENERAL PLAN AMENDMENT APPLICATION**

The General Plan Amendment process is two-tiered: applications require a recommendation by the Planning Commission, followed by final decision by the Sierra County Board of Supervisors. An application is submitted to the Planning Department, it is analyzed under the California Environmental Quality Act (CEQA) and pertinent state and local regulations, and a staff recommendation is presented before a public hearing of the Planning Commission. The Planning Commission will recommend approval, conditional approval or denial of the application to the Board of Supervisors. The proposed amendment will then be heard by the Board of Supervisors during a separate public hearing. The Board of Supervisors is responsible for the final decision on the General Plan Amendment, which is done by Resolution. Generally, the process takes about two to three months, but can take longer depending on the particularities of the related project and corresponding processing requirements under CEQA (ref. Sierra County Code Part 21 and Part 38).

APPLICANT: Lucy Blake PHONE: 650-391-5812

PROJECT ADDRESS: 222 Lemon Canyon Road, Sierraville CA 96126

APPLICANT ADDRESS: 4338 25th Street, San Francisco, CA 94114

E-MAIL ADDRESS lucyblake@me.com and evelarrucea@gmail.com

STATUS OF APPLICANT INTEREST IN PROPERTY: landowner

(Applicant may sign for landowner only if Power of Attorney accompanies such signature.)

ASSESSOR PARCEL NUMBER/s: 018-030-005-000, 018-030-006-000

LANDOWNER/s: Lucy Blake, Trustee, Lucy Blake Trust PHONE: 650-391-5812

ADDRESS: 4338 25th Street, San Francisco, CA 94114

E-MAIL ADDRESS lucyblake@me.com

EXISTING GENERAL PLAN DESIGNATION(s): Agriculture

EXISTING ZONING DISTRICT(s): General Forest

PROPOSED GENERAL PLAN DESIGNATION(s): Forest

PROPOSED ZONING DISTRICT(s): TPZ

- FULLY EXPLAIN REASONS FOR REQUESTING GENERAL PLAN AMENDMENT, INCLUDING PLANNED USE OF PROPERTY INVOLVED AND COMPATIBILITY OF USES OF SURROUNDING PROPERTIES: We are requesting a general plan amendment for 720 acres of forest land currently designated as "Agriculture" to be redesignated as "Forest" so we can apply to rezone these same acres into Timber Production Zone. The property is currently being used solely for timber production and wildlife habitat. There are no structures on the acres in question. A Forest Management Plan has been prepared for this property. Surrounding forest lands to the north, south, and east are owned by the US Forest Service and designated as Forest in the General Plan. Land to the west of the acreage in question belongs to the same landowner, is designated as Agriculture, and is used for cattle grazing. A General Plan amendment for these parcels would be compatible with surrounding properties, consistent with the current use of the property, and more accurately reflect the long term plan for the property. No changes (i.e. structures or improvements) are being proposed for the property.

- MAPS MUST BE SUBMITTED WITH THE APPLICATION SHOWING:

1. Boundaries of subject property and surrounding adjacent properties
2. Site plans showing locations of all existing and proposed buildings, roads and other improvements on premises and on adjacent properties.
3. All water courses, Special Treatment Areas, and physical constraints that could impact development of property (flood plain, steep slopes, significant historical/archaeological features, etc.).

TWO (2) Maps must be submitted, of legible size and to scale, and otherwise identical, showing both "existing" and "proposed" Zoning Districts and General Plan land use designations, including zoning overlays or combining districts (if applicable) and General Plan "Community Core/Community Influence Areas" and Special Treatment Areas (if applicable). In addition, an electronic copy of the maps and other supporting application materials may be submitted—which tends to facilitate processing, but is not required.



**Sierra County Planning Department**  
P.O. Box 530 / 101 Courthouse Square  
Downieville, CA 95936  
Phone: (530) 289-3251  
Fax: (530) 289-2828  
Email: [planning@sierracounty.ca.gov](mailto:planning@sierracounty.ca.gov)



**ZONE AMENDMENT APPLICATION**  
**(Including "rezones" and "zone changes")**

The Zone Amendment process is a two-tiered, legislative process: applications require a recommendation by the Planning Commission, followed by final decision of the Sierra County Board of Supervisors. An application is submitted to the Planning Department; within thirty (30) days a written response is made, either deeming the application "complete" or "incomplete" and requesting any additional information, as well as a request for deposit of the estimated application processing costs (which are set by Board Resolution and currently based on a recoupment of actual costs). The application is then processed and analyzed under the California Environmental Quality Act (CEQA) and pertinent state and local regulations; public notices are posted and published; and a staff recommendation is prepared and presented before a public hearing of the Planning Commission. The Planning Commission will recommend either 'approval,' 'conditional approval,' or 'denial' of the application to the Board of Supervisors. The proposed amendment will then be heard by the Board of Supervisors during a separate public hearing. The Board of Supervisors is responsible for the final decision on the Zone Amendment, which is done by Ordinance. For most zone amendments, the ordinance becomes effective thirty (30) days after the date of approval (pending legal challenges). Generally, the process takes about two to three months, but can take much longer depending on the particularities of the proposed project and corresponding processing requirements under CEQA, and any unforeseen lawsuits (ref. Sierra County Code Chapter 15.32 and Part 38).

APPLICANT: Lucy Blake PHONE: 650-529-1798

PROJECT ADDRESS: 222 Lemon Canyon Road, Sierraville CA 96126

APPLICANT'S MAILING ADDRESS: P.O. Box 326, Sierraville CA 96126

E-MAIL ADDRESS: lucyblake@me.com and evelarrucea@gmail.com

STATUS OF APPLICANT INTEREST IN PROPERTY: landowner

(NOTE: Applicant may sign for landowner only if Power of Attorney accompanies such signature.)

LANDOWNER/s (if different): \_\_\_\_\_ PHONE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

ASSESSOR PARCEL NUMBER/s: 018-030-005-000, 018-030-006-000

EXISTING ZONING DISTRICT: General Forest

PROPOSED ZONING DISTRICT: Timber Production Zone (TPZ)

EXISTING GENERAL PLAN DESIGNATION: Forest

PROPOSED GENERAL PLAN DESIGNATION (if different; use separate application): Forest

- FULLY EXPLAIN REASONS FOR REQUESTING ZONE AMENDMENT, INCLUDING PLANNED USE OF PROPERTY INVOLVED AND COMPATIBILITY OF USES OF SURROUNDING PROPERTIES: We are requesting a zone amendment for 720 acres from General Forest to TPZ because it is consistent with the use of this property. There are no structures on this acreage and the land is used solely for timber production and low impact recreation. Timber harvest is consistent with the performance goal specified in the easement on the property. A Forest Management Plan prepared by a Registered Professional Forester (Danielle Bradfield RPF #2808) has been prepared for this property. Surrounding forest land on the north, east and south is US Forest Service and designated as Forest in the General Plan. Land to the west of this parcel belongs to the same landowner and is designated as Agricultural. This zone change is compatible with surrounding properties and accurate for the intended use of the property.

- MAPS MUST BE SUBMITTED WITH THE APPLICATION SHOWING:

1. Boundaries of subject property and surrounding adjacent properties
2. Site plans showing locations of all existing and proposed buildings, roads and other improvements on premises and on adjacent properties.
3. All water courses, Special Treatment Areas, and physical constraints that could impact development of property (flood plain, steep slopes, significant historical/archaeological features, etc.).

TWO (2) Maps must be submitted, of legible size and to scale, and otherwise identical, showing both "existing" and "proposed" Zoning Districts and General Plan land use designations, including zoning overlays or combining districts (if applicable) and General Plan "Community Core/Community Influence Areas" and Special Treatment Areas (if applicable). In addition, an electronic copy of the maps and other supporting application materials may be submitted—which tends to facilitate processing, but is not required.



Department of Planning and Building Inspection  
 P.O. Box 530  
 Downieville, CA 95936  
 (530) 289-3251  
 Fax (530) 289-2828  
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**ENVIRONMENTAL QUESTIONNAIRE**

Answer all questions that are applicable.

**I. GENERAL**

1. Project name Blake Zone Amendment Address: 222 Lemon Canyon Road, Sierraville CA 96126  
 Project site area 720 acres, or \_\_\_\_\_ square feet  
 Land use description General Plan/Community Plan Agriculture Zoning Forest
2. Any other public agencies whose approved is required? no
3. Project description in detail, including the number of units or gross floor area proposed, site area in acres/square feet (PLN)  
We are applying for a general plan amendment for 720 acres to be amended from Agriculture to Forest. We are requesting this amendment so that we can rezone the same 720 acres to Timber Production Zone. This rezoning will not include any change in use of the property. The property is currently being used for timber production and wildlife habitat. There are no plans to change the current management.
4. Describe existing uses and facilities onsite (buildings, wells, septic systems, parking, etc) \_\_\_\_\_  
Uses are for timber production and wildlife habitat.
5. Is adjacent property in common ownership?  yes  no  
 If yes, indicate acreage 600 acres and Assessor's Parcel Number(s) 018-030-005, 018-030-002
6. Indicate all historic uses of the property to its first known use and show areas of such use on site plan (ie. animal enclosures, livestock dipping areas, family cemetery plots, chemical mixing structures, clandestine drug labs or dumpsites, fuel tanks, crop areas, mining shafts, buildings, processing areas, storage, hazardous waste, spoils piles, etc.):  
 a. Residential uses?  yes  no  
 If yes, describe uses: \_\_\_\_\_  
 b. Commercial agriculture uses?  yes  no  
 If yes, what types of uses have occurred?  animal husbandry  crops  other  
 Describe use, era/decade, associated pesticides, herbicides, or other hazardous materials storage or use: \_\_\_\_\_  
timber harvesting and production (19th century - present) and livestock grazing (pre-1980's)  
 c. Mining uses?  yes  no  
 If yes, describe types, features, and any related uses: \_\_\_\_\_

d. Physical hazards (i.e. mine adit, air shaft, etc)?  yes  no

If yes, describe hazards: \_\_\_\_\_  
\_\_\_\_\_

e. Commercial uses?  yes  no

If yes, describe types, any related uses and is there sufficient parking?: \_\_\_\_\_  
\_\_\_\_\_

7. Is any portion of the site under a Williamson Act contract?  yes  no

If yes, indicate contract name and number: \_\_\_\_\_  
Sierra County Land Conservation Contract 92-032

II. GEOLOGY & SOILS

1. Have you observed any building or soil settlement, landslides, slumps, faults, steep areas, rock falls, mud flows, avalanches or other natural hazards on this property or in the nearby surrounding area?  yes  no

If yes, describe \_\_\_\_\_  
\_\_\_\_\_

2. How many cubic yards of material will be moved onsite? 0  
How many cubic yards of material will be imported? 0  
How many cubic yards of material will be exported? 0

Describe material sources or disposal sites, transport methods and haul routes: \_\_\_\_\_  
\_\_\_\_\_

3. What is the maximum proposed height and slope of any excavation/cut? \_\_\_\_\_

What is the maximum proposed height and slope of any fill? \_\_\_\_\_

4. Are retaining walls proposed?  yes  no

If yes, identify location, type, height, etc \_\_\_\_\_  
\_\_\_\_\_

5. Is there a potential for any blasting during construction?  yes  no

If yes, explain \_\_\_\_\_  
\_\_\_\_\_

6. How much of the area is to be disturbed by grading activities? \_\_\_\_\_

7. Would the project result in the direct or indirect discharge of sediment into any lakes or streams?  yes  no

If yes, explain \_\_\_\_\_  
\_\_\_\_\_

8. Are there any known natural economic resources such as sand, gravel, building stone, road base rock, or mineral deposits on the property?  yes  no

If yes, describe \_\_\_\_\_  
\_\_\_\_\_

9. Are any frontage or offsite road and/or drainage improvements proposed or required?  yes  no

If yes, explain and show on site plan \_\_\_\_\_  
\_\_\_\_\_

10. What are the current California Department of Conservation Farmland categories for the property? (Access the CA Important Farmland Finder application on the web at <http://www.conservation.ca.gov/dlrp/fmmp/Pages/Index.aspx> or call 916-324-0859 for assistance) \_\_\_\_\_  
\_\_\_\_\_

How many acres of each category? \_\_\_\_\_  
\_\_\_\_\_

III. DRAINAGE, HYDROLOGY & WATER QUALITY

1. Is there a body of water (lake, pond, stream, canal, etc.) within or on the boundaries of the property?  yes  no If

yes, name the body of water here and show location on site plan: Lemon Canyon Creek

2. If answer to the above is yes, would water be diverted from or into this water body?  yes  no

If yes, does applicant have an appropriative or riparian water right?  yes  no

3. Where is the nearest off-site body of water such as a waterway, river, stream, pond, lake, canal, irrigation ditch, or year-round drainage-way? Include name, if applicable Lemon Canyon Creek, Miller-Dellera Ditch

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4. What percentage of the project site is presently covered by impervious surfaces? 0  
 What percentage of the project site will be covered by impervious surfaces after development? 0

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5. Would any run-off of water from the project enter any offsite canal/stream or watershed drainage?  yes  no  
 If yes, describe \_\_\_\_\_

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6. Is stormwater run-off currently being intercepted by an upstream and/or onsite canal?  yes  no  
 If yes, describe \_\_\_\_\_

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7. Will there be discharge to surface water of wastewaters other than storm water run-off?  yes  no  
 If yes, a) what materials will be present in the discharge? \_\_\_\_\_  
 b) what contaminants will be contained in storm water run-off? \_\_\_\_\_

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8. Would the project result in the physical alteration of a body of water?  yes  no  
 If yes, how? \_\_\_\_\_

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9. Will drainage from this project cause or exacerbate any downstream flooding condition?  yes  no  
 If yes, explain: \_\_\_\_\_

---

10. Are any improvements (streets, building sites, earthwork, etc) proposed within the limits of the 100-year floodplain?  
 yes  no  
 If yes, accurately identify the location of the future, fully developed, unmitigated 100-year floodplain on the site plan.

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11. Are any areas of the property subject to flooding or inundation?  yes  no  
 If yes, accurately identify the location on the site plan.

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12. Would the project alter any on or off site drainage channels or patterns?  yes  no  
 If yes, explain \_\_\_\_\_  
 a. How will drainage be discharged to offsite project boundaries? \_\_\_\_\_  


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 b. Are downstream improvements required to upgrade, replace, or mitigate existing facilities?  yes  no  
 If yes, explain \_\_\_\_\_  


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 c. Will grading be required for drainage conveyance, either in right of way or on private property?  yes  no  
 If yes, describe \_\_\_\_\_

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13. What specific temporary and permanent Best Management Practice (BMP) measures will be provided? Minimum impact harvesting, equipment will not operate on slopes >50% to prevent adverse impacts.

**IV. VEGETATION AND WILDLIFE**

All projects disturbing wetlands, streams, vernal pools, or marshes are required to notify the U.S. Army Corps of Engineers and federal permits may be required prior to land disturbance activities. In addition, consultation with the California Department of Fish and Game, U.S. Fish and Wildlife Service, National Marine Fisheries Service, and/or the Central Valley Regional Water Quality Control Board may be required depending on the types of vegetation and wildlife resources affected by project-related activities.

1. Identify the vegetation communities occurring on the project site
 

<u>          </u> % alpine	<u>          </u> % orchard/vineyard
<u>90</u> % coniferous forest	<u>          </u> % perennial stream
<u>          </u> % freshwater wetland/marsh	<u>          </u> % pond-stock pond
<u>          </u> % grassland (dry pasture)	<u>          </u> % rice

_____ % hardwood woodland	_____ % row crop
_____ % intermittent stream	9 _____ % scrub/chaparral
1 _____ % riparian (stream zone) woodland	_____ % vernal pool
_____ % irrigated pasture	_____ % meadow (above 3000 ft)

2. Estimate how many individual trees of 6-inches diameter or larger would be removed by the ultimate development of this project as proposed: Smaller trees would be thinned to allow larger trees to thrive. Timber harvest would remove trees. If oak trees (Quercus sp.) are present, estimate how many individual oak trees 5 inches diameter or larger would be removed by ultimate development of this project as proposed. There are no oak trees on the property.
3. Estimate the percentage of all existing trees that would be removed by the project as proposed The land would be managed for sustainable timber harvesting. Trees would be removed for harvest, but others allowed to thrive.
4. Have any biological surveys been conducted on the property?  yes  no  
If yes, give date of the survey(s) and attach a copy of the survey(s) \_\_\_\_\_
5. List any known endangered species of plants or animals (as defined in Section 15380 a-d of the California Environmental Quality Act Guidelines) found in the project area none known
6. What changes to the existing vegetative communities will the project cause as proposed? None

**V. FIRE PROTECTION**

1. How distant are the nearest fire protection facilities? Sierraville, about 3 miles away.
2. What is the nearest emergency source of water for fire protection purposes? Describe the source and location: A water truck would be on site during any timber harvesting work.
3. What additional fire hazard and fire protection service needs would the project create? No additional permanent fire protection services would be required  
What facilities are proposed with this project? none
4. For single access projects, what is the distance from the project to the nearest through road? \_\_\_\_\_  
Does the fire district require an emergency vehicle access road?  yes  no  
If yes, show on the project grading plans and site plan.
5. Are there offsite access limitations that might limit fire truck accessibility (ie. steep grades, poor road alignment or surfacing, substandard bridges, etc.)?  yes  no  
If yes, describe: Forest Service roads and onsite dirt roads are the access to the property.

**VI. NOISE**

Project sites near a major source of noise, and projects which will result in increased noise, may require a detailed noise study prior to environmental determination.

1. Is the project near a major source of noise?  yes  no  
If yes, name the source(s): \_\_\_\_\_
2. What noise would result from this project, both during and after construction? Noise would only be created during the timber harvest. The zone ammendment itself would not create any noise.
3. If noises attenuation measure (ie. berms, walls, special construction) are proposed, please attach noise study, describe measures and include on the site plan and in cross-sectional details.

**VII. AIR QUALITY**

Specific air quality studies may be required by the Northern Sierra Air Quality Management District (NSAQMD). It is suggested that applicants with residential projects containing 20 or more units, industrial, or commercial projects contact the NSAQMD before proceeding.

1. Are there any sources of air pollution within the vicinity of the project?  yes  no  
If yes, name the source(s): \_\_\_\_\_
2. At full buildout of the project, what are the quantities of air pollutants in terms of vehicle and stationary sources (ie. woodstove emissions, etc.)? Include short-term (construction) impacts: \_\_\_\_\_  
\_\_\_\_\_
3. Are there any sensitive receptors of air pollution located within one quarter mile of the project (ie. schools, hospitals, etc.)?  
 yes  no  
If yes, describe \_\_\_\_\_  
Will the project generate any toxic/hazardous emissions?  yes  no  
If yes, describe \_\_\_\_\_
4. What specific mobile/stationary source mitigation measures, if any, are proposed to reduce the air quality impact(s) of the project? Quantify any emission reductions and corresponding beneficial air quality impacts on a local/regional scale.  
\_\_\_\_\_
5. Will there be any land clearing of vegetation for this project?  yes  no  
If yes, how will vegetation be disposed? \_\_\_\_\_

**VIII. WATER SUPPLY**

1. Define purpose of water currently used on-site Only natural irrigation (rain)
2. Define existing water source and its location on-site Lemon Canyon Creek runs through corner of parcel
3. List water sources (provider or system) proposed and their projected peak water usage in gallons per day:  
Domestic none peak \_\_\_\_\_ gallons/day \_\_\_\_\_  
Irrigation none peak \_\_\_\_\_ gallons/day \_\_\_\_\_  
Fire Protection none peak gallons/day \_\_\_\_\_
4. Is the project site located within a public domestic water district?  yes  no
5. Will there be public water supply for domestic use?  yes  no  
If \_\_\_\_\_ yes, \_\_\_\_\_ provide \_\_\_\_\_ district \_\_\_\_\_ name \_\_\_\_\_ here \_\_\_\_\_  
If no, and the water main is in close proximity, please discuss why not \_\_\_\_\_  
\_\_\_\_\_  
If no, give the distance to the closest public water main \_\_\_\_\_ feet
6. Will there be groundwater for domestic or other uses?  yes  no  
If yes, what is the projected daily peak groundwater usage? \_\_\_\_\_
7. Are there any wells, drilled or hand-dug, on the site?  yes  no  
If yes, describe approximate year well was constructed, depth, annular seal, yield, contaminants, etc. \_\_\_\_\_  
\_\_\_\_\_  
Show existing and proposed well sites and label type of well on the site plan.
8. Will the project potentially impact the surrounding area's use of agricultural water?  yes  no  
If yes, describe \_\_\_\_\_  
\_\_\_\_\_

**IX. AESTHETICS**

1. Describe adjacent land use and explain how the proposed project is consistent/compatible with these uses and densities  
Adjacent land is owned by USFS and is also used for timber production. Downstream land is grazed by same landowner.
2. Is the proposed project consistent/compatible with adjacent architectural styles?  yes  no  
If no, explain \_\_\_\_\_

- 3. Would aesthetic features of the project (such as architecture, height, color, etc.) be subject to review?  yes  no If yes, by whom (i.e. HOA, ARC)? \_\_\_\_\_
- 4. Describe signs and lighting associated with the project: none
- 5. Is landscaping proposed?  yes  no  
If yes, provide a conceptual landscape plan to describe and indicate types and location of plants.

**X. ARCHAEOLOGY/HISTORY**

- 1. What is the nearest historic site, state historic monument, national register district, or archaeological site?  
Archeological site CA-SIE-926
- 2. How far away is it? 1/8 mile from the edge of the parcel in question.
- 3. Are there any historical, archaeological or culturally significant features on the site (i.e. old foundations, structures, Native American habitation sites, etc.)?  yes  no  
If yes, explain \_\_\_\_\_
- 4. Are there any Tribal lands, sites or artifacts known or believed to be on the site?" None on the site

**XI. SEWAGE**

- 1. How much wastewater is presently produced daily? none
- 2. How is sewage presently disposed of at the site? none present
- 3. How much wastewater will be produced daily after the project? none
- 4. What is the proposed method of sewage disposal? None needed
- 5. Is there a plan to protect groundwater from wastewater discharges?  yes  no  
If yes, attach a draft of this plan.
- 6. List all unusual wastewater characteristics of the project none  
What special treatment processes are proposed for these unusual wastes? \_\_\_\_\_
- Will pre-treatment of wastewater be available?  yes  no  
If yes, attach a description of pre- treatment processes and monitoring system.
- 7. During the wettest time of the year, is the groundwater level less than 8 feet below the surface of the ground onsite?  
 yes  no  
If no, explain Groundwater levels differ significantly across site, higher in meadow area, deeper on slopes.
- 8. Is this project located within a sewer district?  yes  no  
If yes, provide the district name here: \_\_\_\_\_
- 9. Is there sewer in the area?  yes  no  
If yes, what is the distance to the nearest sewer line? \_\_\_\_\_
- 10. Will the project be trenching offsite to connect to sewer?  yes  no  
If yes, describe distance and impacts to roadways, adjacent properties, etc. \_\_\_\_\_

**XII. HAZARDOUS MATERIALS**

"Hazardous materials" include, but are not limited to, hazardous substances, hazardous waste, or any material which a handler or the administering agency has a reasonable basis for believing that it would be injurious to the health and safety of persons or harmful to the environment if released into the workplace or the environment (i.e. oils, lubricants, and fuels).

1. a. Has the site ever stored or used hazardous materials, including pesticides and herbicides?  yes  no  
If yes, describe \_\_\_\_\_

b. Are these materials stored in underground tanks?  yes  no

If yes, contact the Department of Environmental Health at 530-993-6702 for additional requirements.

2. Will the proposed project involve the handling, storage or transportation of hazardous materials?  yes  no  
If yes, will it involve the handling, storage, or transportation at any one time of more than 55 gallons, 500 pounds, or 200 cubic feet (at standard temperature and pressure) of a product or formulation containing hazardous materials?  
 yes  no  
If yes, describe \_\_\_\_\_

**XIII. SOLID WASTE**

1. What types of solid waste will be produced? none  
How much? \_\_\_\_\_ How will it be disposed of? \_\_\_\_\_

**XIV. PUBLIC AND EMERGENCY SERVICES**

1. Identify those entities which serve the project with gas, electricity, telephone and water There are no services

**XV. PARKS & RECREATION**

1. How close is the project to the nearest public park or recreation area? 5 miles  
Name the area Sierraville community center

2. Describe any onsite recreational facilities proposed as part of the project None

3. How does this project propose to provide park and recreation facilities to the community? None

**XVI. SOCIAL IMPACT**

1. How many new residents will the project generate? 0

2. Will the project displace or require relocation of any residential units?  yes  no  
If yes, explain \_\_\_\_\_

3. What changes in character of the neighborhood (surrounding uses such as pastures, farmland, residential) would the project cause? No change

4. Would the project create job opportunities?  yes  no  
If yes, explain \_\_\_\_\_

5. Would the project destroy job opportunities?  yes  no  
If yes, explain \_\_\_\_\_

6. Will the proposed development displace any currently productive use, including agricultural livestock grazing?  
 yes  no  
If yes, describe \_\_\_\_\_

7. Are there any Federal funds helping to finance your project?  yes  no

If yes, you may have to comply with NEPA, the National Environmental Policy Act

XVII. TRANSPORTATION/CIRCULATION

- 1. Does the proposed project front on a County road or State Highway?  yes  no  
 If yes, what is the name of the road? Lemon Canyon Road  
 If no, what is the name of the private access road and nearest cross-street? \_\_\_\_\_
- 2. Would any non-auto traffic, not related to construction activities, result from the project (trucks, trains, etc.)?  
 yes  no  
 If yes, describe type and volume None would be created by changing the general plan designation. Timber harvest would.
- 3. Will new roadway/driveway access onto County roads be constructed with the project?  yes  no  
 If yes, are the access points proposed in a location in which would provide sufficient sight distance along the roadway for safe entering and exiting vehicles? \_\_\_\_\_
- 4. Describe any proposed improvements to County roads and/or State Highways (i.e. frontage improvements, bike lanes, curb, sidewalk): \_\_\_\_\_
- 5. Would any form of transit be used for traffic to/from the project site?  yes  no  
 If yes, show proposed transit stop locations on site plan.
- 6. How much additional traffic is the project expected to generate? What are the expected peak hours of traffic to be caused by the development (i.e. Churches on Sundays, 8:00am-1:00pm; Offices on Mondays through Fridays, 8:00-9:00am, and 4:00-6:00pm)? No extra traffic
- 7. What bikeway, pedestrian, equestrian, or transit facilities are proposed with the project?  
none

XVIII. CERTIFICATION

I hereby certify that the statements furnished above and in the attached exhibits present the data and information required for this initial evaluation to the best of my ability, and that the facts, statements, and information presented are true and correct to the best of my knowledge and belief.

First Name Lucy Last Name Blake  
 Signature  Date: 5/22/22  
 Work Phone ( 650 ) 391-5812 Cell Phone ( 650 ) 391-5812  
 Email Address lucyblake@me.com