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Truckee Tahoe Airport District Land Management Plan



Project #4363-01

Prepared for:

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Truckee Tahoe Airport District
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Truckee, CA 96161



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Section 1.0 Introduction

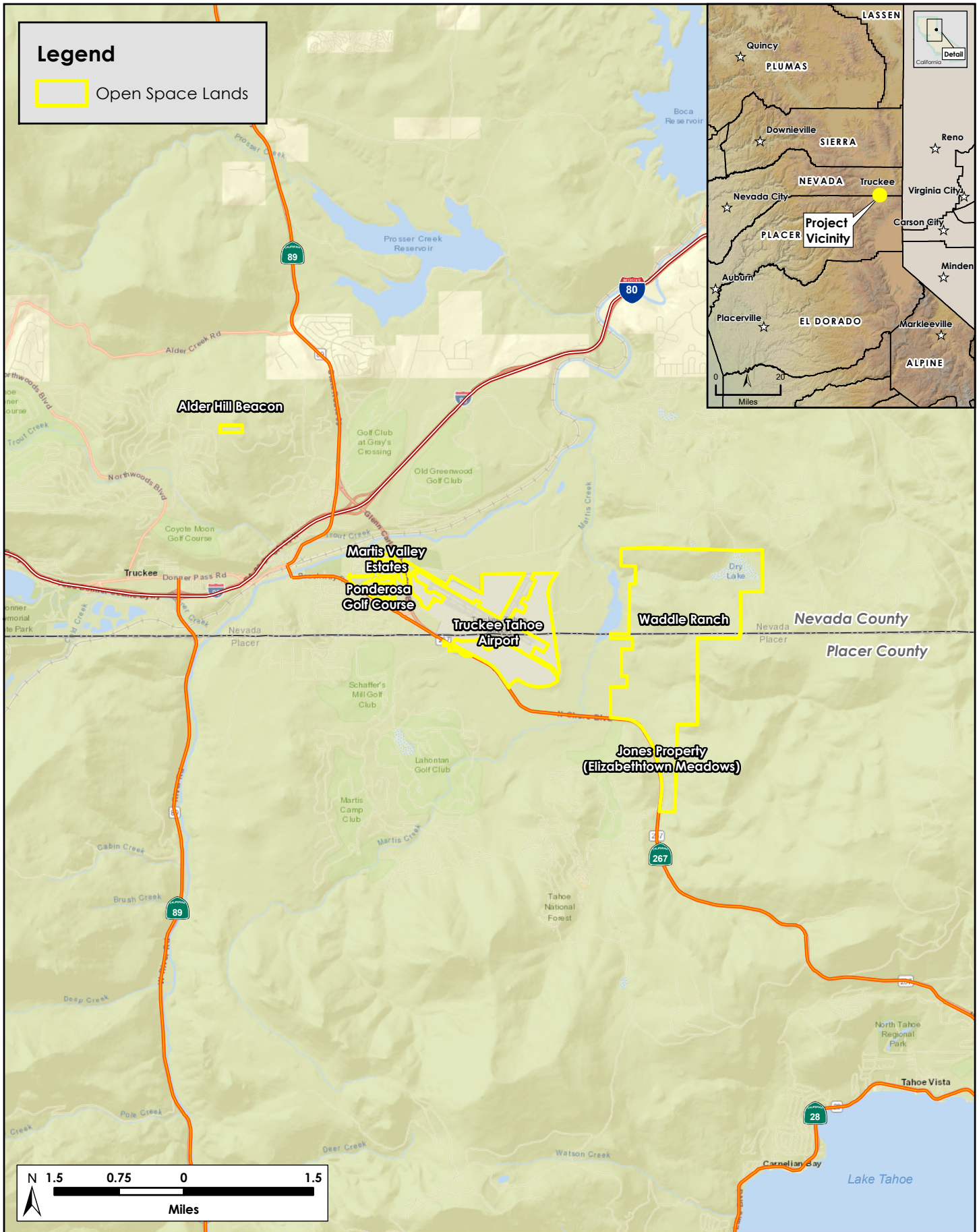
1.1 Overview

Truckee Tahoe Airport (airport) is a regional general aviation airport serving the Town of Truckee, communities along the northern side of Lake Tahoe, and other nearby areas in the central Sierra Nevada of California. The Town of Truckee, the only incorporated place in the region, borders the west and north sides of the airport property. Outside the Town boundary, the airport straddles the county line between Nevada County and Placer County, with most airport facilities situated in Nevada County and only about one-third of the southern airport property occurring in Placer County. (Figure 1).

The airport is rare among its counterparts in California in that it is owned by a special district rather than by a county, city, or private enterprise. The Truckee Tahoe Airport District (TTAD or District) was created by vote of the District electorate in 1958 in accordance with the California Airport Districts Act. The District covers an area of approximately 485 square miles in eastern Nevada and Placer Counties. It is governed by a five-member Board of Directors who are directly elected by District residents. Over the years, the District has adopted various policies to guide its operations and use of funds. Most fundamental among the internal guiding documents is the District's Strategic Plan completed in March 2011 (District 2011). The Strategic Plan "...is a blueprint for how the District will respond to future challenges and changing priorities and give direction on how to achieve future success." It addresses airport facilities and services, the airport's relationship to the community, finances, and governance.

The District's budget spells out the anticipated sources of revenue and how the money will be spent each year, consistent with the Strategic Plan. Property tax, at a rate of \$0.28 per \$1,000 of assessed value, is a major source of revenue for District operations. For 2018, the District collected approximately \$6.5 million in property taxes, roughly half of the total operating and capital budget of just over \$13 million. As a public agency funded partially through local property taxes, TTAD uses a portion of its annual revenue to fund projects that benefit the District's residents. From 2003 through 2018, the District expended over \$17 million toward a wide range of projects that supported wildfire suppression and public safety, improved access to public transportation and mobility, increased educational and community service opportunities for school-age children, maintained or increased access to recreational facilities, improved water quality and fish and wildlife habitat by restoring creeks and riparian areas, and conserved open space.

The District's open space conservation program is particularly active, having acquired over 1,600 acres in partnership with the Truckee Donner Land Trust (TDLT), Trust for Public Land, Northern Sierra Partnership, Town of Truckee, and other collaborators. The lands that comprise the District's open space program serve to buffer surrounding communities from airport operations and provide scenic, recreational, and open space benefits to the District's residents. Aside from providing a community benefit, preservation and management of these open space lands is in alignment with the District's Strategic Plan, which emphasizes open space and forest management as two primary directives for the District. Specifically, the Strategic Plan's goals for open



N:\Projects\4300\4363-01\Reports\LLMPE\Fig 1 Vicinity Map.mxd agibson



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Figure 1. Vicinity Map
Truckee Tahoe Airport District Land Management Plan (4363-01)
September 2020

space preservation are to use best management practices to maintain or improve the open space lands while providing recreational opportunities, including trails, for District residents. The Strategic Plan's goals for forest management are to improve forest health on the District open space lands and reduce the risk of catastrophic wildfire while preserving and enhancing wildlife habitat, protecting cultural resources, and maintaining water quality.

As a further step in implementing the Strategic Plan, the District is developing this land management plan (LMP). The LMP consolidates relevant information contained in a wide variety of existing documents and studies, and combined with additional technical information and public input gathered during the LMP process, develops an open space and forest management strategy the District will employ to meet its Strategic Plan goals.

1.2 Plan Area Description

This LMP addresses the approximately 2,199 acres of open space owned in fee by the District as well as an additional 151 acres that are held as conservation easements (Table 1, Figure 2 and Figure 3). Collectively, these areas are referred to as the open space lands or the Plan Area in this LMP.

These open space lands are composed of all or part of six distinct parcels, five of which are located in Martis Valley or nearby areas bordering the Town of Truckee and the Glenshire/Devonshire communities, and one of which is located adjacent to the Tahoe-Donner community. The locations of the parcels that comprise the District open space lands, in relation to the surrounding Town of Truckee and nearby communities, are shown on Figure 4.

Although occurring on lands owned by the District, the airport itself, as well as the developed commercial and industrial areas surrounding the airport and the Ponderosa Golf Course, are excluded from this LMP. Additionally, the District also owns the Tahoe City Golf Course, located roughly 10.5 miles due south of the airport. However, this property is not included in the LMP and will not be discussed further in this document.

1.2.1 Truckee-Tahoe Airport

The airport open space lands consist of 602 acres of largely undeveloped land within the larger 964-acre airport property (Figure 2 and Figure 3) and include a glider port used by the Truckee Tahoe Soaring Association (TTSA), a primitive campground, a commercial skydiving business, and undeveloped land, most of which occurs on the northeastern and southeastern side of the airport. These areas surrounding the airport are intensively managed for public and aviation safety through mastication, mowing, and selective tree thinning and are generally characterized by open conifer woodland or sparse shrubland and grassland.

Table 1. Acres of Land¹ by Parcel and Ownership in Plan Area Addressed in this LMP

Property	Owned Acres	CE Acres
Airport	602	-
Waddle Ranch	1,512	-
Jones	-	151
Ponderosa Golf Course	53	-
Martis Valley Estates	18	-
Alder Hill Beacon	14	-
Total	2,199	151

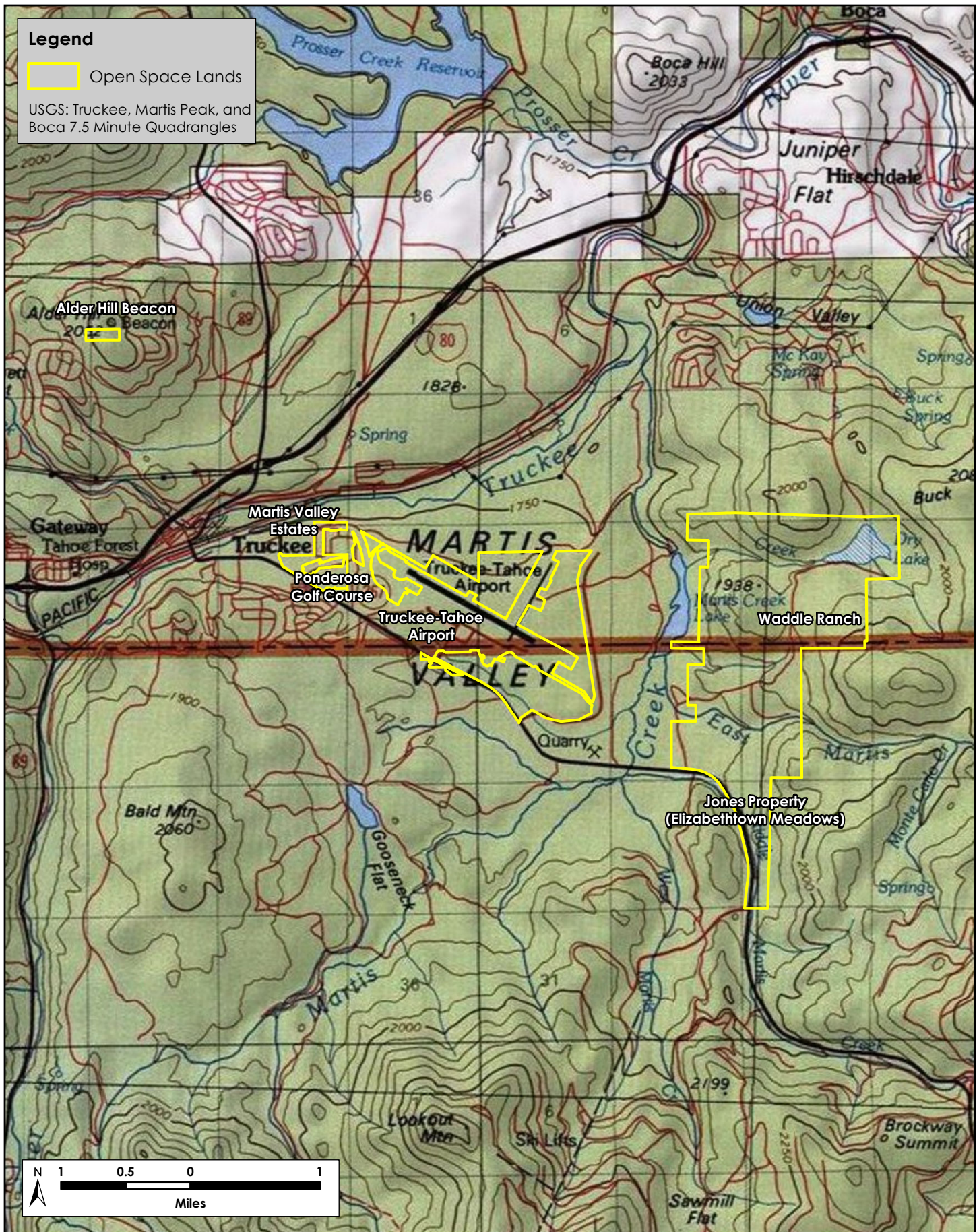
¹Acres are approximated based on GIS analysis and rounded to the nearest whole acre

1.2.2 Waddle Ranch

Waddle Ranch is an approximately 1,512-acre property occupying the northeastern corner of Martis Valley, east of Martis Creek Lake (Figure 2 and Figure 3). Originally planned for residential development in the early 2000s, Waddle Ranch was acquired by a coalition of conservation organizations in 2007 and permanently protected through a conservation easement. Ownership of Waddle Ranch was transferred to the District in 2009; TDLT holds the conservation easement over the property. Waddle Ranch is mostly undeveloped and supports a mix of conifer forest, shrublands, riparian areas, and a seasonal lake (Dry Lake, also known as Lake Ella). Numerous maintained dirt roads traverse the property and provide hiking and biking trails, as well as emergency access for fire suppression. The Dry Lake aviation beacon, used by the airport, also occurs on Waddle Ranch. The District and TDLT jointly manage the property with an emphasis on periodic understory mastication and forest thinning to maintain forest health and reduce wildfire fuel accumulation.

1.2.3 Jones Property (Elizabethtown Meadows)

The Jones Property occurs immediately south of Waddle Ranch and opposite the main entrance to Northstar California™ Resort (Northstar) along State Route 267 (SR 267) (Figure 2 and Figure 3). This 151-acre property, which is also known as Elizabethtown Meadows, was purchased by TDLT in 2011; the District holds a conservation easement over the property to ensure its preservation in perpetuity. Similar to the adjacent Waddle Ranch, the property is largely undeveloped and supports conifer forest, shrublands, and riparian areas, including Middle Martis Creek. The property's namesake, Elizabethtown Meadows, is a wet meadow system with springs and quaking aspen groves (*Populus tremuloides*) that comprises most of the southern half of the property. Relative to Waddle Ranch, a smaller number of dirt roads occur on the property, but single-track trails occur to connect Waddle Ranch with areas toward Martis Peak to the east and Northstar to the west. The District, in collaboration with TDLT and the Truckee River Watershed Council (TRWC), have completed habitat restoration activities to reduce road erosion and restore riparian habitat and stream functions along Middle Martis Creek on this property.



N:\Projects\4300\4363-01\Reports\LMP\Fig 2 USGS Topo Map.mxd agibson



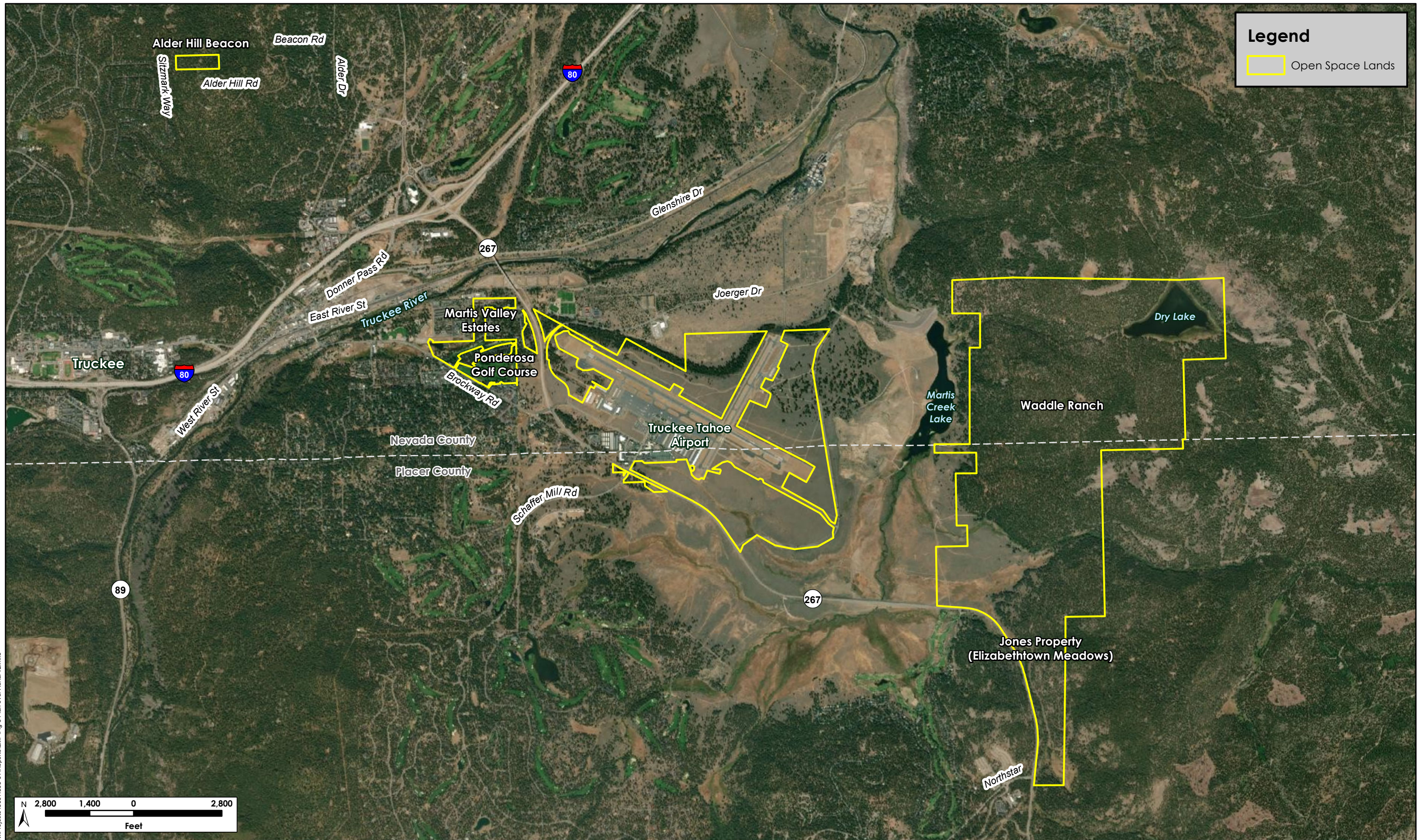
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Figure 2. Plan Area Boundaries over USGS Topo Map

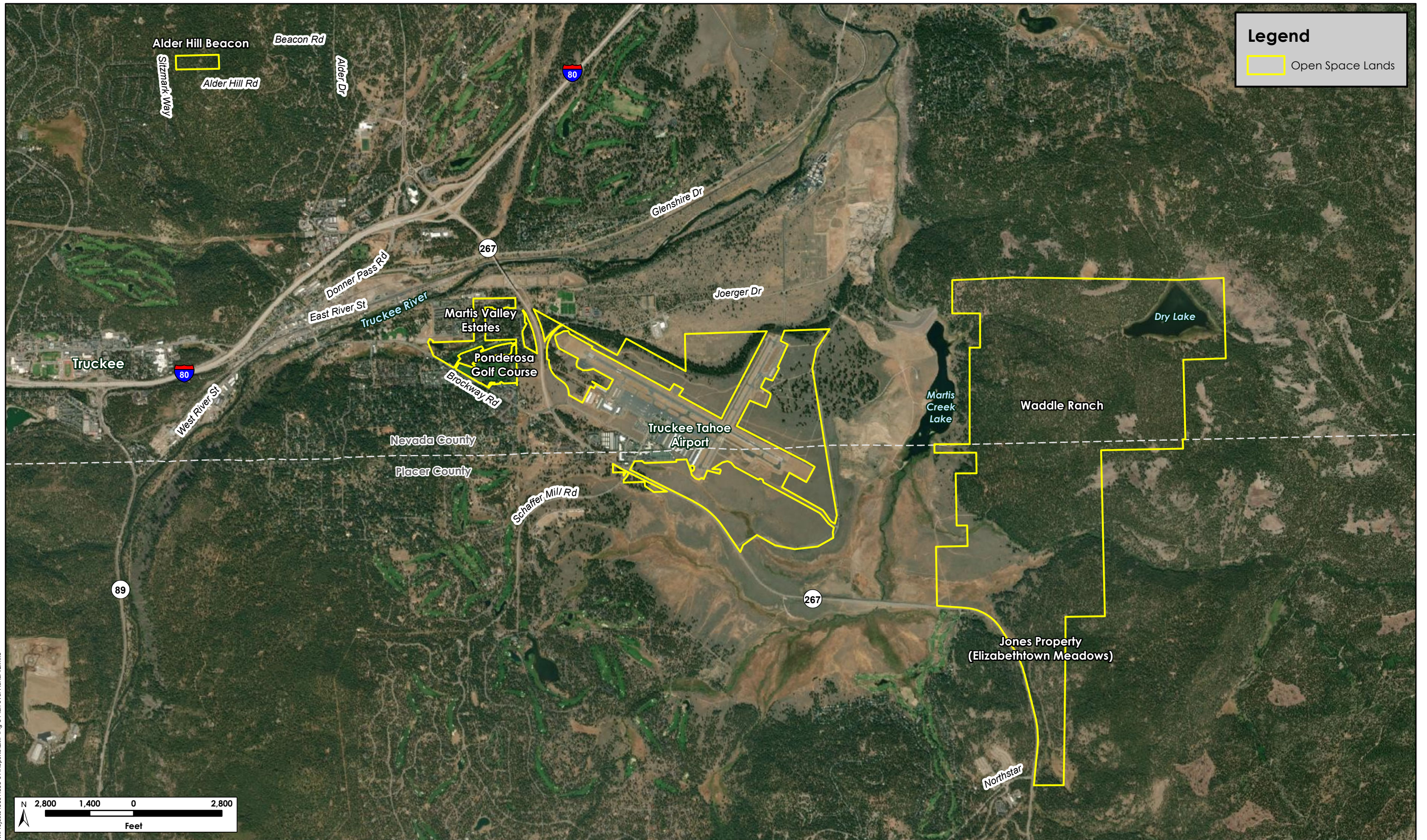
Truckee Tahoe Airport District Land Management Plan (4363-01)

September 2020



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Figure 3. Plan Over Aerial



Legend

Open Space Lands

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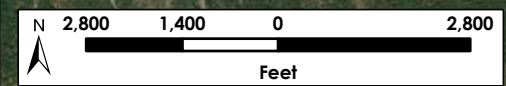


Figure 3. Plan Over Aerial

1.2.4 Ponderosa Golf Course

The 57-acre Ponderosa Golf Course, which lies along Old Brockway Road northeast of the airport (Figure 2 and Figure 3), was originally developed by the Town of Truckee in 1961 and operated by the Truckee Donner Public Utilities District until 1968. Between 1968 and 2008, the golf course was operated as a private business before being acquired by the District in 2008 to preserve the golf course and prevent future residential and commercial development of the property. Truckee Donner Recreation and Park District maintains and manages the course under a lease agreement with the District. The LMP Plan Area only includes approximately 53 acres of the property occupied by the golf course and related facilities; the Plan Area does not include the approximately 4 acres of commercial and office space located in the southeast corner of the property along Old Brockway Road. There are no undeveloped areas on this property, and the LMP only makes limited recommendations for management of the golf course, mostly emphasizing maintenance of water quality, irrigation management, and minimizing runoff of fertilizers and pesticides.

1.2.5 Martis Valley Estates

Martis Valley Estates is an 18-acre, undeveloped property located immediately north of Ponderosa Golf Course; the narrow, “L”-shaped property extends to the north and east, almost connecting the golf course to the airport property through the parcel (Figure 2 and Figure 3). The property is bordered by single-family homes on the east and west, with many of these residences informally using the property as an extension of their back yards. A maintained dirt road, which provides emergency access and is utilized by the community as a walking and biking trail, runs through the middle of the property. The property supports mixed conifer forest and an ephemeral drainage. The District, working with TRWC and other adjacent landowners, recently completed road improvements and constructed an improved drainage crossing to improve emergency access to the property and minimize erosion to improve water quality.

1.2.6 Alder Hill Beacon

Alder Hill Beacon is a 14-acre property located north of Truckee between the Tahoe Donner and Prosser Lake Heights residential communities (Figure 2 and Figure 3). The property is largely undeveloped, open, conifer forest with dirt roads and trails used by residents to move between the two communities. The Alder Hill aviation beacon used by the airport lies immediately north of the property, and access to maintain and repair the beacon as needed is provided through the property.

1.3 Roles and Responsibilities

The following summarizes the roles and responsibilities of various entities with respect to the District open space lands. This is not intended to be an exhaustive list of all entities with some potential interest in, or purview over, the open space lands (e.g., public stakeholders, neighboring landowners, Town of Truckee, Placer and Nevada Counties); rather, this list briefly describes the roles of only those entities with some direct authority over the management of the open space lands.

District: holds fee simple ownership interest of all open space lands, except the Jones Property; holds conservation easement over the Jones Property; responsible for the protection, management, and maintenance of the open space lands (either entirely, or in collaboration with other entities as described below); implements this LMP, including providing funding and other resources required for LMP implementation (again, either entirely or in collaboration with the District's partners).

TDLT: holds fee simple ownership of the Jones Property and holds a conservation easement over Waddle Ranch and Martis Lake Estates; primarily responsible for management of the Jones Property, in partnership with the District as the easement holder; collaborates with the District on the joint management of Waddle Ranch.

Truckee Donner Recreation and Park District: responsible for the day-to-day management and operation of the Ponderosa Golf Course.

Truckee Fire Protection District: provides fire protection and emergency response to the open space lands within the Town of Truckee: Alder Hills Beacon, Martis Valley Estates, Ponderosa Golf Course, and portions of the airport property. The Truckee Fire Protection District collaborates with California Department of Forestry and Fire Protection (CAL FIRE) on regional fire suppression and emergency response as required.

CAL FIRE: provides fire protection and emergency response to Waddle Ranch, Jones Property, and most of the airport property; collaborates with the Truckee Fire Protection District on regional fire suppression and emergency response as required.

TRWC: provides funding for various water quality improvement and habitat restoration projects occurring on District lands; obtains California and federal resource agency permits authorizing construction of water quality and habitat improvement projects; manages project construction and ensures monitoring and maintenance of projects occurs as required by resource agency permits.

1.4 Plan Development Process

This LMP supports the Mission and Vision of the District and the aeronautical and transportation role that the District provides to the Town of the Truckee and North Tahoe regions, and has been completed in a phased approach in consultation with stakeholders, partner entities, and the District's Board of Directors. Plan development began with review of existing available information and related planning studies, with guidance from partner agencies and stakeholder entities regarding the available information. Existing literature and data that were reviewed are listed and summarized in Appendix A. Existing documents specifically incorporated into this LMP include the following:

- Waddle Ranch Long-term Forest Management Plan (Banchio 2013);
- Middle Watershed Assessment (Truckee River Watershed Council 2012);
- Truckee Tahoe Airport Trails Master Plan (District 2016);

- Truckee Tahoe Airport Master Plan (District 2015);
- Waddle Ranch conservation easement (Appendix B);
- Martis Lake Estates conservation easement (Appendix B); and
- Jones Parcel conservation easement (Appendix B).

The initial review of background materials allowed for establishment of land use zones and characterization of existing conditions, as summarized in Sections 2 and 3. From this information and with input from stakeholders, the consultant team developed a preliminary list of land management goals and refined this list in consultation with the District Board of Directors. Following approval of the land management goals, the consultant team developed a set of objectives, or specific strategies or actions that TTAD staff can pursue over the coming years to achieve the goals. These strategies, success criteria, monitoring approaches, and adaptive management recommendations are outlined in Sections 6 and 7 of this LMP.

1.5 Document Organization

The remainder of the LMP is organized as summarized below.

- **Chapter 2. Management Zones.** This section depicts the locations of the management zones that have been developed for the purpose of this LMP and describes the uses and activities that could occur in each zone.
- **Chapter 3. Environmental Setting.** This section describes the physical, biological, and cultural resources that occur on the District open space lands; the historic (to the extent feasible) and current functions and conditions of those resources; and relevant factors for the District to consider, based on current functions and conditions, in developing approaches to manage these resources.
- **Chapter 4. Regulatory Setting.** This section summarizes the relevant federal, state, and local regulations and plans that potentially apply to the District’s management of the open space lands.
- **Chapter 5. Goals, Objectives, and Tasks.** This section builds off the overarching open space and forest management goals in the Specific Plan by describing specific management goals and objectives for the open space lands. This section also describes the District’s management strategy (i.e., tasks) that will be implemented to contribute toward attainment of specific management goals and objectives.
- **Chapter 6. Funding.** This section provides a planning-level estimate of the costs associated with the District implementing the management strategy described in Section 5. The precision of these cost estimates reflect the expected priority of each strategy, with costs for higher-priority, near-term management strategies estimated more explicitly than costs expected for lower-priority activities planned over the intermediate- or long-term.
- **Chapter 7. References.** This section lists the information and data sources cited throughout the LMP.

- **Appendices.** This section provides full copies of the appendices referenced in the LMP, including copies of conservation easements for the open space lands and a semi-annotated bibliography of selected prior studies or other plans or documents potentially applicable to the District open space lands.

Section 2.0 Management Zones

The Plan Area is organized into management zones (Figure 5, Table 2), which are used to guide the goals and objectives, management strategy, and monitoring tasks relevant to each zone. This section describes the management zones and the management priorities for each zone. Management zones are defined and mapped based on the land use, activities, and resources within each zone.

2.1 Developed Areas

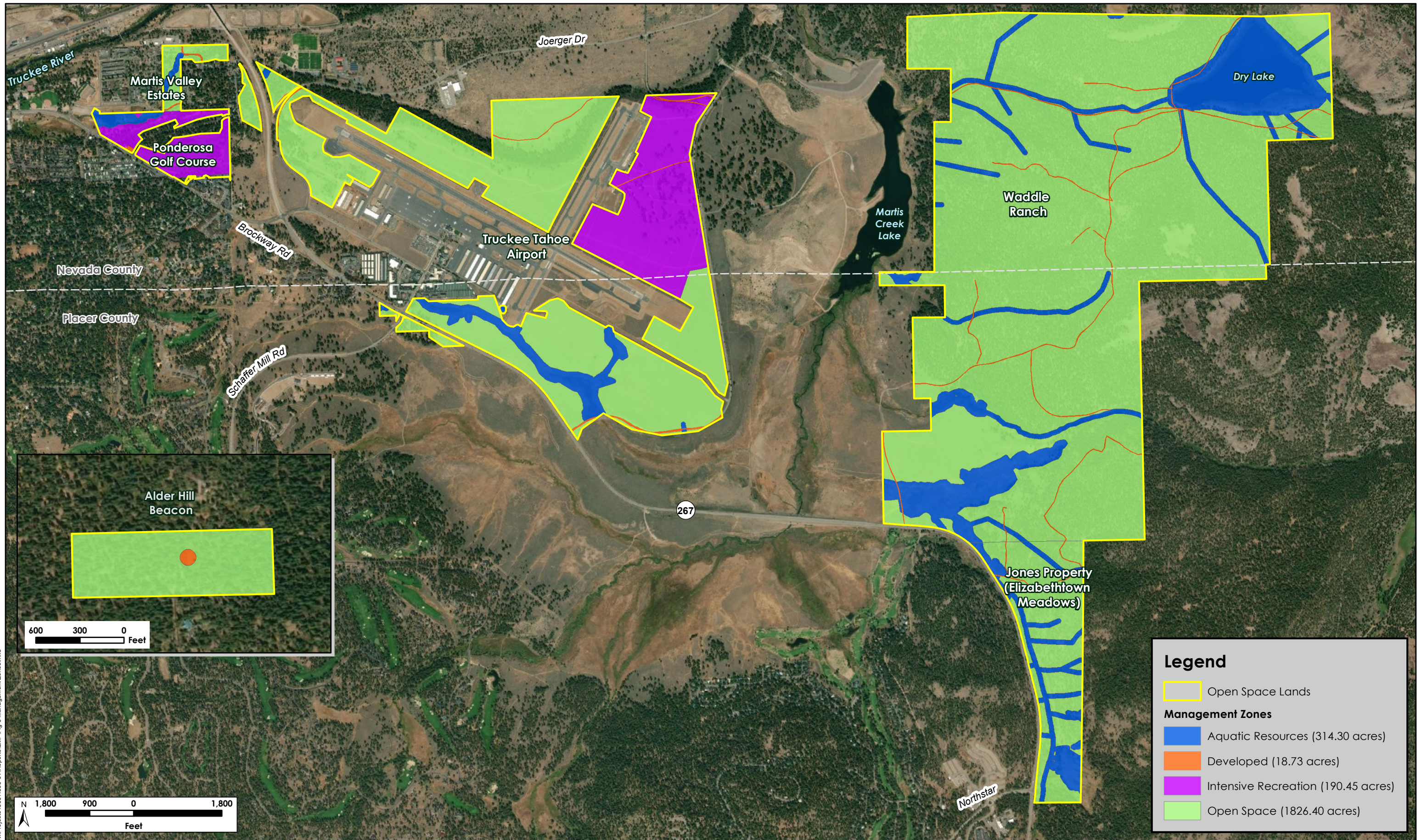
Developed areas cover approximately 18.7 acres and include existing roads and parking lots throughout the Plan Area, navigational beacons located on the open space lands, and similarly developed areas (excepting recreational areas) that support airport operations and public safety. These features occur throughout the Plan Area in both developed and natural areas. Management priorities for developed areas include:

- Maintaining access for fire suppression and for public safety
- Providing public access to the open space lands
- Protecting and improving water quality
- Controlling invasive plants
- Ensuring water availability for wildfire suppression

2.2 Intensive Recreation Facilities

The intensive recreation facilities zone covers roughly 190.5 acres and includes the golf course, aero club, and campground. These facilities are located in the western half of the Plan Area and are characterized by developed land (i.e., pavement, buildings, the golf course lawn and sand pits) and native vegetation communities (i.e., shrub-dominated habitats surrounding the aero club and campground). Management priorities for the intensive recreation facilities zone include:

- Maintaining facilities for public use, safety, access, and parking
- Providing a variety of recreation opportunities
- Conserving water and protecting water quality
- Reducing wildfire risk



Legend

- Open Space Lands
- Management Zones**
- Aquatic Resources (314.30 acres)
- Developed (18.73 acres)
- Intensive Recreation (190.45 acres)
- Open Space (1826.40 acres)

Figure 5. Management Zones

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Table 2. Acres of Land by Management Zone in Plan Area

Property	Management Zone Area (acres)			
	Aquatic Resources	Developed	Intensive Recreation	Open Space
Airport	38.5	5.5	144.7	413.1
Alder Hill	-	0.2	-	13.6
Golf Course	7.0	0.3	45.7	-
Jones	41.2	1.0	-	108.5
Martis Valley Estates	2.9	0.7	-	14.8
Waddle Ranch	224.8	11.1	-	1,276.5
Total	314.4	18.78	190.4	1,826.4

2.3 Aquatic Resources

The aquatic resources zone covers 314.3 acres defined by all meadow habitats as well as 50-foot buffer surrounding all perennial drainages and surrounding lakes and ponds located throughout the Plan Area. A 50-foot buffer was used to denote aquatic resources zones for the purposed of this LMP; however, the width of legally-defined aquatic resource protection zones varies throughout the Plan Area (see Section 4.2.6). Management priorities in this zone include:

- Protecting and enhancing water quality
- Controlling invasive plants
- Protecting cultural resources
- Preserving, enhancing, or restoring habitat
- Protecting native species of plants, fish, and wildlife
- Providing for possible compensatory mitigation needs, should the need arise to offset impacts on aquatic resources occurring through airport operations and maintenance activities

2.4 Open Space

The open space zone covers 1,826.4 acres and includes all undeveloped areas in the Plan Area not assigned to another management zone. Management priorities for the open space zone include:

- Supporting airport operations and safety
- Providing passive recreation opportunities compatible with open space values
- Maintaining forest health, including fuels management to reduce wildfire risk

- Providing for landscape-level habitat protection, enhancement, or restoration of native habitats for ecological health and connectivity
- Protecting native species of plants and wildlife
- Controlling invasive plants
- Protecting cultural resources
- Accommodating limited development activities compatible with open space values

Section 3.0 Environmental Setting

This section describes the environmental setting on the District open space lands pertaining to the physical environment, vegetation, wildlife, cultural resources, hazards, and land use. The environmental setting has been affected by complex historical and present-day human uses, including legacy impacts associated with logging, grazing, mining, and ski resort development. Numerous studies have been completed on and near the open space lands for a variety of planning purposes, and much of the information presented below draws on and updates the previous work. Appendix A is an annotated bibliography that summarizes many of these previous studies.

3.1 Physical Environment

The physical environment of the District open space lands is composed of its topography, geology, soils, climate, and water resources.

3.1.1 Topography, Geology, and Soils

The District open space lands lie within Martis Valley and the Truckee Basin in the transition zone between two geomorphic provinces: the Sierra Nevada and the Basin and Range. The open space lands are east of the Sierra Nevada crest and part of the larger Tahoe-Truckee River Basin of California and Nevada. Martis Valley is the principal topographic feature within the Truckee Basin. The elevation of the Martis Valley floor ranges from 5,700 to 5,900 feet above mean sea level. On the District open space lands, elevations range from approximately 5,790 feet to approximately 6,740 feet at the upper elevations in Waddle Ranch. The surrounding landscape is mountainous, underlain by volcanic and, to a deeper extent, granitic bedrock, with faulting and some portions that have been glaciated.

The geology of the District open space lands is predominantly Quaternary sedimentary or volcanic rocks (Figure 6). The airport, Ponderosa Golf Course, and Martis Valley Estates lie primarily on a pre-Tahoe age glacial outwash terrace composed of a poorly sorted mix of boulders, cobbles, gravels, sands, and silts (Saucedo 2005). This deposit is associated with the Pleistocene-age Donner Lake glaciation (400,000–600,000 years before present [YBP]), the most extensive glacial advance in the Truckee region, with evidence of glaciers reaching the Martis Creek and Truckee River confluence (Birkeland 1961). The north portion of the airport parcel extends into a lower elevation terrace identified as a Tahoe age (56,000–118,000 YBP) glacial outwash deposit consisting of similar, albeit less weathered boulders, cobbles, gravels, sands, and silts. Some of the large rounded boulders have diameters exceeding 10 feet and are associated with glacial lake outburst floods. The most regionally-significant example occurred during the Tahoe glaciation, during which an ice dam formed on the Truckee River at its confluence with Squaw Creek and raised the water level of Lake Tahoe until hydrostatic forces caused a breach in the ice dam, which sent several catastrophic floods from Lake Tahoe down the Truckee River (Birkeland 1964).

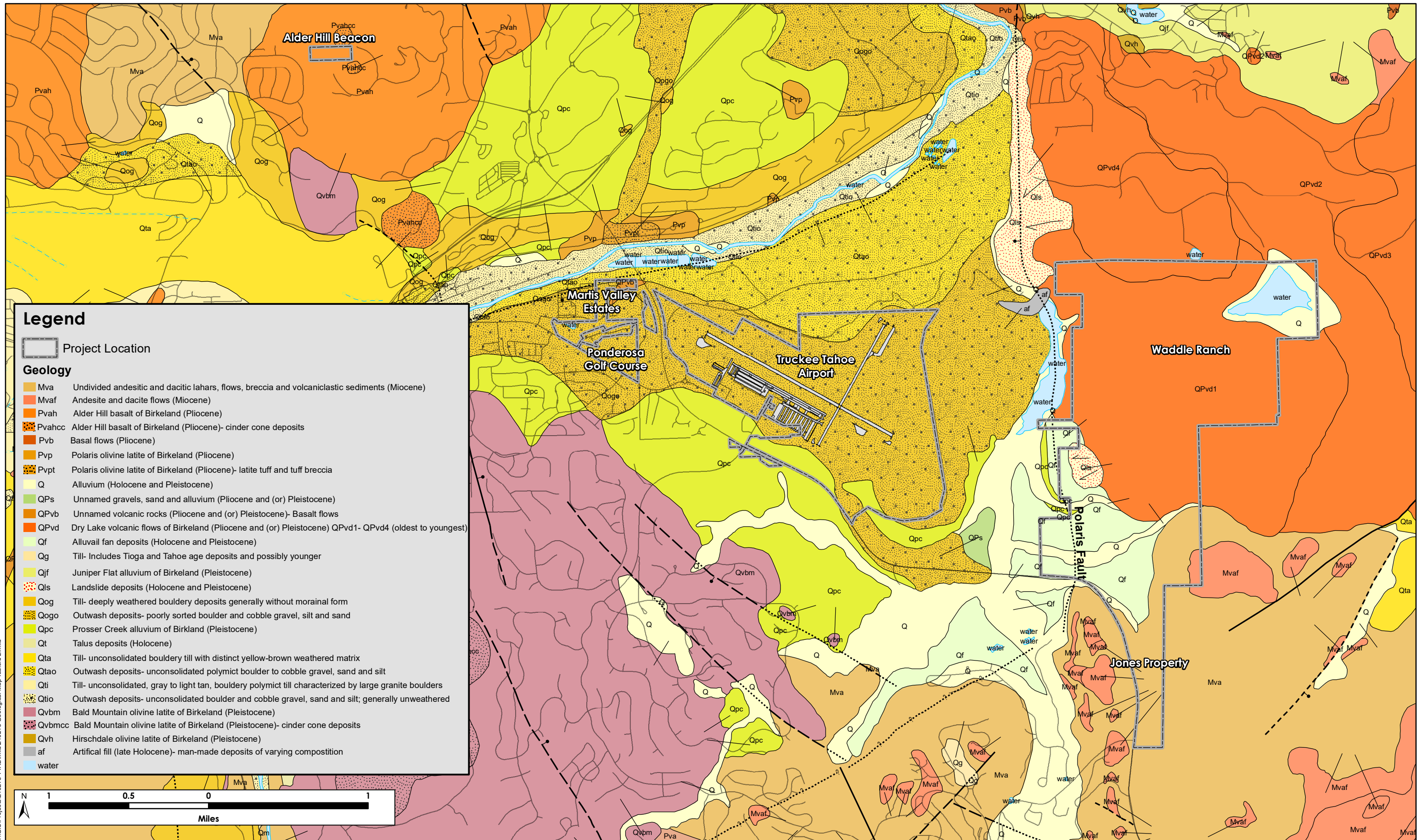


Figure 6. Geologic Map of Plan Area

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The south portion of the airport parcel is within the Prosser Creek alluvium, which consists of an indurated boulder to pebble sized gravel interbedded with sand, silt, and clay. This formation consists of a mix of fluvial and lacustrine deposits and was established when the Truckee River was dammed by the Pleistocene-age Hirschdale olivine latite flows at approximately 1.3 million YBP. The Waddle Ranch parcel consists primarily of Quaternary age andesite and dacite volcanic flows from 1.34 million YBP (Wise and Sylvester 2004) that originated in domes south and southwest of Dry Lake. The southwest portion of Waddle Ranch and the area around Dry Lake consists of unconsolidated sedimentary deposits including alluvial fans, landslides, and alluvium associated with Holocene-age fluvial and lacustrine deposits. The remainder of Waddle Ranch and much of the Jones Property consists of older Miocene andesite and dacite flows; andesitic and dacitic lahars; breccia; and volcanoclastic sediments (Saucedo 2005).

The Truckee Basin is largely characterized by Tertiary and Quaternary volcanism (Birkeland 1963), active Quaternary faulting (Saucedo 2005; Melody 2009; Brown 2010; Hunter et al. 2011), and Pleistocene glaciation (Birkeland 1964; Saucedo 2005; Sylvester et al. 2007), all of which have influenced drainage patterns, landforms, and interfaces between surface water and groundwater. A number of strike-slip and normal faults are responsible for the topographic structure of the Truckee Basin. The most significant of these features pertaining to the District open space lands is the recently discovered Polaris Fault (Hunter et al. 2011). The Polaris Fault is a north-south trending, right-lateral strike-slip fault that runs along the western portion of Waddle Ranch through the Martis Reservoir dam and has likely been active in the Holocene (Hunter et al. 2018).

The soils mantling the geologic formations generally reflect the underlying geologic units from which they have developed, and have been influenced by both Pleistocene volcanic activity and glacial outwash and fluvial processes (Figure 7). In the mountainous upper watershed, soils are underlain by potassium-rich andesite and are relatively well-developed. In mid-elevation uplands (e.g., Waddle Ranch) the soils are underlain by much younger volcanics that are relatively fine-grained and therefore more prone to erosion when disturbed (Drake and Hogan 2011). The soils in lower portions of the watershed, including the valley floor and lower West Martis Creek, are dominantly sandy loams derived from glacial outwash and alluvium. Areas adjacent to streams tend to be more clayey fluvial and lacustrine-derived soils. Soils in the vicinity of the airport are formed on terraces of differing glacial origin and age and are mapped as part of the Euer-Martis variant complex or Inville-Martis variant complex. Because these terraces formed by more active glacial processes, such as glacial outburst flooding, portions of these deposits include very coarse cobble and boulders, and may therefore be more resistive, resilient to disturbance, and slightly more accepting of infiltration and groundwater recharge. In fact, seepage and losses to groundwater have been documented where these soils are present (Interflow Hydrology 2003; Brown 2010). In the Waddle Ranch area soils are derived from the weathering of volcanic bedrock and are mapped as a gravelly sandy loam, mostly part of the Kyburz-Trojan complex (Figure 7).

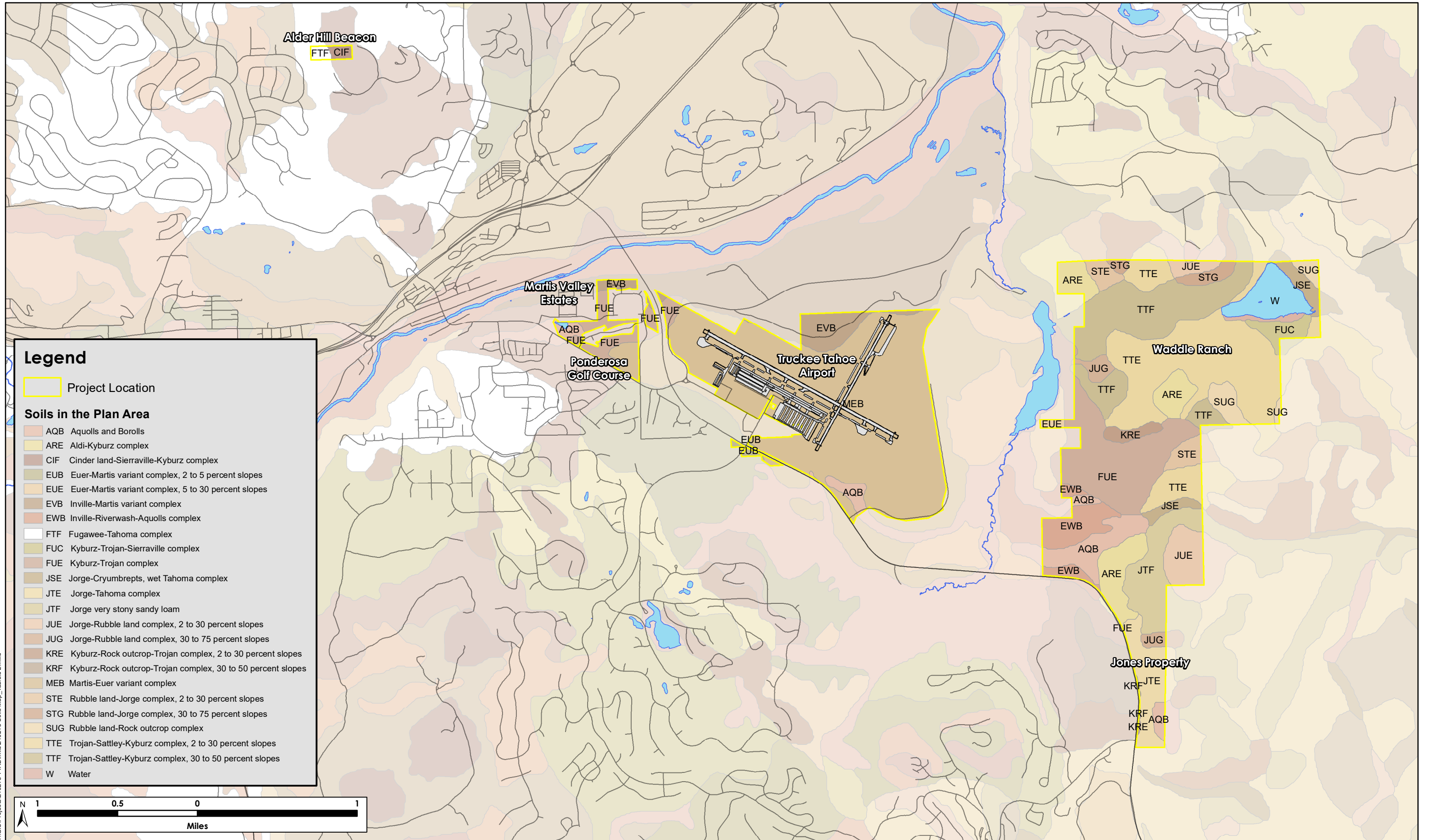


Figure 7. Soils Map of Plan Area

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3.1.2 Climate

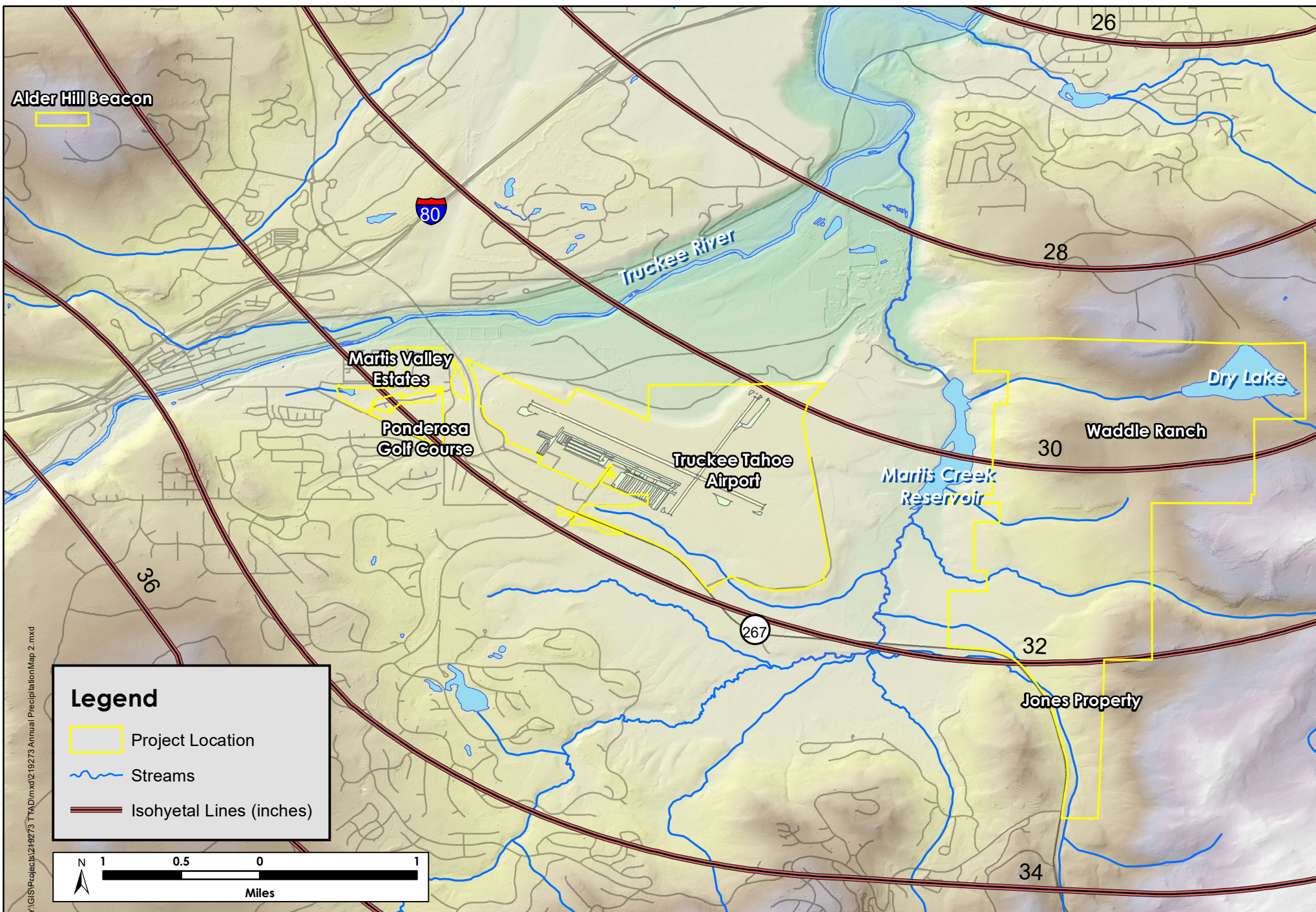
The Tahoe-Truckee region experiences warm and dry summers, and cold, wet, and snowy winters. Average temperatures range from daily lows of 15°F in December and January to daily highs of 82°F in July, as recorded at the Truckee Ranger Station (WRCC 2020, Table 3).

Table 3. Summary of Annual Temperature and Precipitation

Month	Average Max. Temperature (F)	Average Min. Temperature (F)	Average Total Precipitation (in.)	Average Total Snowfall (in.)
January	39.2	14.6	5.8	48.3
February	41.9	16.7	5.0	41.9
March	46.7	21.0	4.3	37.4
April	53.7	26.2	2.0	15.3
May	63.0	32.3	1.3	4.1
June	72.9	37.4	0.6	0.4
July	82.3	41.7	0.4	0.0
August	81.2	40.3	0.4	0.0
September	74.4	35.8	0.6	0.4
October	63.4	29.0	1.5	2.8
November	49.5	22.3	3.3	16.2
December	40.8	16.1	5.1	34.9
Annual	59.1	27.8	30.2	201.8

levation and rain shadow play major roles in the spatial distribution of temperature and precipitation. Precipitation is highest at upper elevations south of the District open space lands (i.e., toward Mt. Pluto and Brockway Summit), and lowest at lower elevations in the northern portion of the District open space lands (Figure 8). Mean annual precipitation at the airport is approximately 32 inches, but ranges from approximately 29 to 33 inches across the open space lands. Precipitation falls mostly as snow between October and April, though runoff and streamflow also respond to periodic mid-winter rain-on-snow events. Annual peak streamflow typically occurs either during spring snowmelt in May or June or during rain-on-snow events, which are historically greater than typical spring snowmelt. A small proportion of the total annual precipitation falls during brief thunderstorms in the summer months. Mean monthly precipitation is shown in Figure 9, as recorded at the USFS Truckee Ranger Station, approximately 1 mile northwest of the airport (WRCC, 2020).

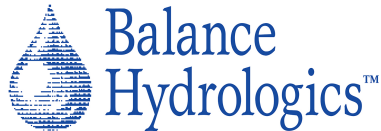
The National Oceanic and Atmospheric Association (NOAA) and Coats et al. (2010) have predicted a shift from snowfall to rain within the next century in this region as a result of projected increases in minimum and maximum air temperatures. Associated potential changes in surface water hydrology include increases in the frequency and magnitude of major flooding that would result in more water leaving the basin as runoff, rather.



X:\GIS\Projects\219273_TTA\Dimxd\219273 Annual Precipitation Map 2.mxd



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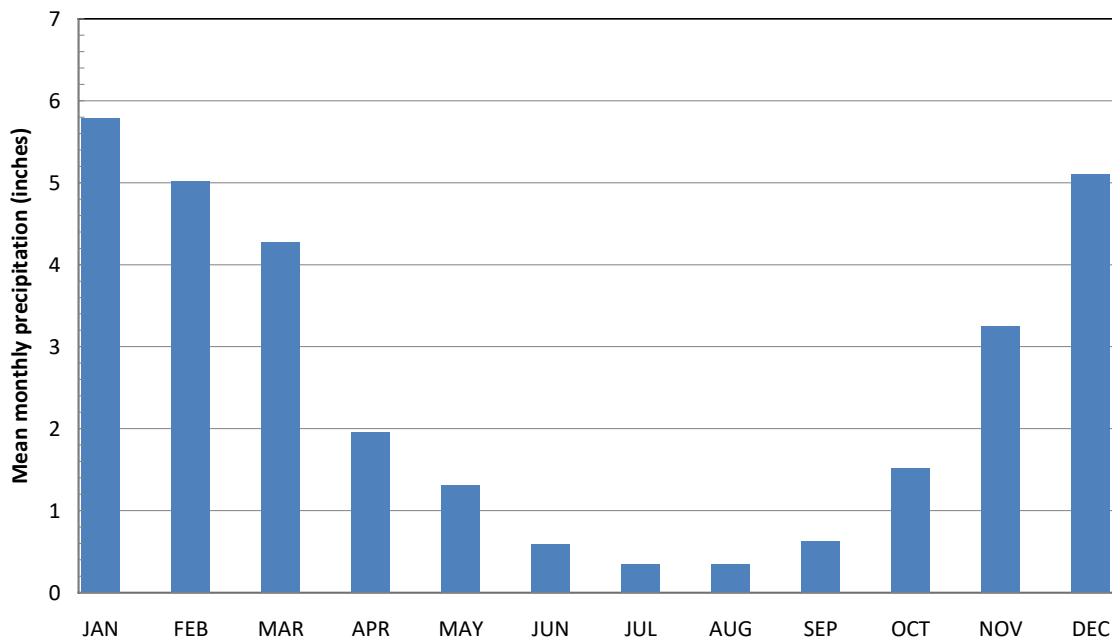


Figure 9. Mean Monthly Precipitation

than infiltrating and recharging groundwater resources. NOAA has also predicted that climate change may result in increased drought frequency and generally reduced water supplies (U.S. Bureau of Reclamation 2011). In the past decade, Martis Valley has experienced both historical drought periods from 2012 to 2015, as well as record precipitation in 2017 and February 2019.

3.1.3 Water Resources

Groundwater. The District open space lands are in the Martis Valley Groundwater Basin (MVGB), which serves as the primary source of drinking water to most residents of the Town of Truckee and the Martis Valley area. Groundwater is stored in fractured and interbedded volcanic flows, as well as in unconsolidated sediments that fill the valley from depths of approximately 1,500 feet below the ground surface. Six local public agencies work together to manage the groundwater basin in compliance with California’s Sustainable Groundwater Management Act (SGMA): Truckee Donner Public Utility District (TDPUD), Northstar Community Services District (NCSA), Placer County Water Agency (PCWA), Placer County, Nevada County, and the Town of Truckee. Together, these SGMA agencies have worked together to develop sustainability goals so that the basin continues to be operated within its sustainable yield of 22,000 to 25,000 acre-feet per year (AFY). One production well, TDPUD’s “Airport Well,” is located on the airport property north of the terminal building, and another well, “Martis Valley No.1,” is located immediately north of the northern airport property boundary.

Groundwater recharge is thought to happen in upper elevations surrounding the groundwater basin and along mountain fronts, where streams enter the valley and establish coarse alluvial deposits (TDPUD et al. 2016). Estimates of average annual aquifer recharge range from 18,000 to 35,000 AFY (Brown and Caldwell 2013).

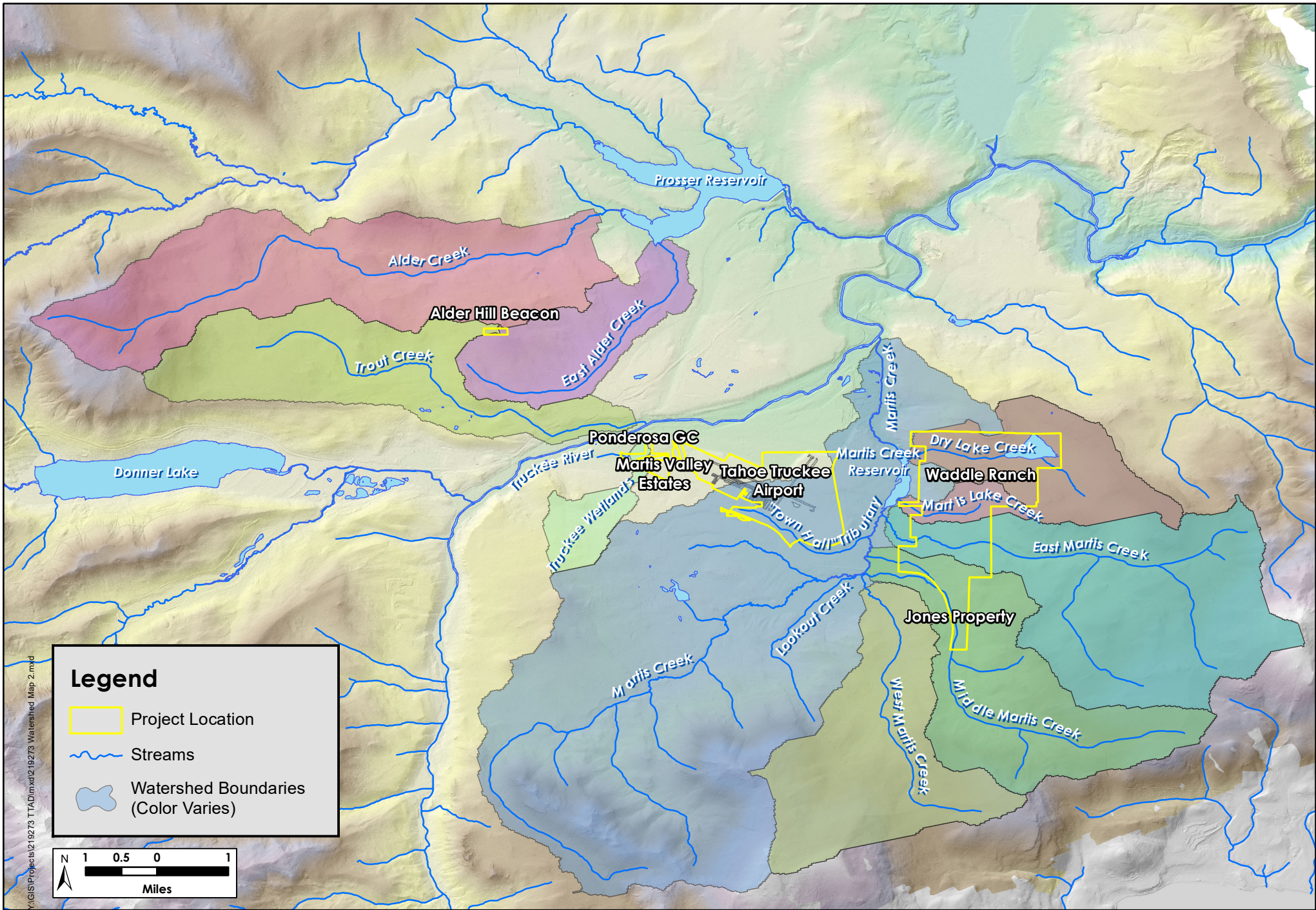
Groundwater discharge occurs primarily to lower reaches of streams that cross the valleys, and as seeps and springs which tend to occur in the vicinity of faults (Brown and Caldwell 2013; Hunter et al. 2011).

Groundwater levels have been generally stable in the Martis Valley, with some declines occurring in specific areas during drought periods, and recovery occurring during wetter-than-average periods. Though some portions of the MVGB have experienced increasing groundwater levels over the past few decades, GEI (2016) showed that wells in the vicinity of the airport and Jones Property have experienced falling groundwater levels over the period from 1996 to 2016, with a net groundwater elevation loss of 10 to 25 feet.

Surface Water. Most of the District open space lands are in the Martis Watershed, which encompasses approximately 42.7 square miles and drains to the Truckee River (Figure 10). The open space lands also include additional smaller watersheds with areas less than 1 square mile, including the Martis Valley Estates “L-shaped” parcel, which lies within the “Truckee Wetlands” watershed and includes a recently restored spring-fed wetland complex near the Ponderosa Golf Course. Streams and waterways in the vicinity of the District open space lands are shown in Figure 10. The watersheds for the District properties are listed in Table 4. Middle Martis Creek crosses the Jones Property and a portion of Waddle Ranch, and East Martis Creek crosses the southern portion of Waddle Ranch. The northern portion of Waddle Ranch includes Dry Lake and a relatively small, unnamed tributary to Martis Creek Lake. A channel referred to as “Dry Lake Creek” flows from Dry Lake directly to Martis Creek Lake. The airport property, which is on level terrain, drains in various directions to Martis Creek Lake, Martis Creek, and an unnamed tributary that flows from near the Truckee Town Hall into Martis Creek. The Alder Hill Beacon property is on top of Alder Hill, which drains in multiple directions into either Trout Creek or Alder Creek. Ponderosa Golf Course and the Martis Valley Estates properties lie near the “Truckee Wetlands” channel, and drain via this watercourse or overland flow paths to the Truckee River.

Table 4. Water Resources by Parcel

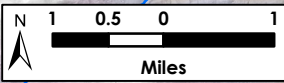
Parcel	Watershed
Truckee Tahoe Airport	Martis Creek
Waddle Ranch	Dry Lake, East Martis Creek
Jones Property	Middle Martis Creek
Ponderosa Golf Course	Truckee Wetlands, Truckee River
Martis Valley Estates	Truckee Wetlands, Truckee River
Alder Hill Beacon	Alder Creek, Trout Creek



X:\GIS\Projects\219273 TTAD\mxd\219273 Watershed_Map_2.mxd

Legend

- Project Location
- ~ Streams
- Watershed Boundaries (Color Varies)



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Figure 10. Plan Area Watersheds and Waterways
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The sections below provide summaries of the expected ranges in low flows (i.e., baseflows) and annual peak flows that may be expected under current conditions, and for predicted future conditions. Middle Martis Creek and East Martis Creek have limited streamflow data available, as collected by Placer County as part of the Truckee River Water Quality Monitoring Program (NCE 2008).

Low Flows. Summer baseflow recorded at all four gages during WY2015 to WY2018 are shown in Table 5, a period with both extremely dry and extremely wet conditions. WY2015 was the fourth and worst year of drought that started in 2011. WY2016 was an average year compared to long-term indices in the Truckee-Tahoe basin. WY2017 was a record-setting wet year and WY2018 was slightly below average. The full range of observed low flows under these prevailing conditions range from 0.002 to 0.261 cubic feet per second per square mile of contributing watershed area.

Middle Martis Creek typically has the lowest baseflow of all the gaged streams in Martis Valley. Baseflows ranged from 0.01 cfs to 0.3 cfs (0.002 to 0.070 cfs per sq. mi.). East Martis Creek baseflows ranged from 0.4 to 1.2 cfs (0.055 to 0.164 cfs per sq. mi.), with higher baseflow in WY2018 than in WY2016—an indication that recharge and hydrologic effects from very wet years can carryover and affect conditions for multiple years.

Peak Flows. In Martis Valley and the region, flooding is typically an annual event and is driven by the snowmelt-dominated hydrology, where peak flow or flood occurs each year sometime between March and June. Floods are also generated by rain-on-snow events which can occur during the winter or spring. These events are well documented in the hydrologic and historical records; they have had damaging effects on local economies and property and cause significant changes in riverine systems. The unknown timing and magnitude of rain-on-snow events provides uncertainty and unpredictability in managing watersheds for flood control and public safety.

Estimated peak flows recorded at Middle Martis and East Martis Creeks are shown in Table 5, including conditions during years with below and above average precipitation. Since rain-on-snow events may occur in years with below average precipitation, annual peak flow magnitude does not necessarily correlate with peak snowpack or annual precipitation. Middle Martis Creek annual peaks flow ranged from 19 cfs to 84 cfs (4.4 to 19.5 cfs per square mile). East Martis Creek annual peak flow ranged from 10 cfs to 131 cfs (1.4 to 17.9 cfs per square mile).

According to the USACE (2002), the 100-year instantaneous unregulated peak flow on Martis Creek is approximately 5,000 cfs (362 cfs per square mile), while the 2-year peak flow is approximately 280 cfs (20 cfs per square mile). For context, the 1997 unregulated peak flow was approximately 2,125 cfs (154 cfs per square mile), an approximately 20- to 30-year event (USACE, 2002). The maximum discharge capacity of Martis Dam, including the existing spillway, is established to be 4,640 cfs.

Table 5. Peak Streamflow and Baseflow for Water Years 2015 to 2018

Monitoring Location	Watershed Area at Gage (sq. mi)	Water Year	Baseflow		Estimated Annual Peak Flow	
			Flow (cfs)	Unit Discharge (cfs/sq. mi.)	Flow (cfs)	Unit Discharge (cfs/sq. mi.)
Middle Martis Creek	4.3	2015	0.05	0.014	19	4.4
		2016	0.02	0.005	80	18.6
		2017	0.30	0.070	84	19.5
		2018	0.01	0.002	54	12.6
East Martis Creek	7.3	2015	0.4	0.055	10	1.4
		2016	0.6	0.082	n/a	n/a
		2017	1.2	0.164	131	17.9
		2018	0.8	0.110	85	11.6
Mainstem Martis Creek	13.8	2015	0.8	0.058	85	6.2
		2016	1.4	0.101	198	14.3
		2017	3.6	0.261	231	16.7
		2018	3.1	0.225	240	17.4

Note: fcs/sq. mi. = cubic feet per second per square mile

3.2 Vegetation and Wildlife

This section describes the vegetation communities and other land cover types on the District open space lands, as well as the associated plant and wildlife species, including special-status species and noxious weeds.

The following data sources were reviewed for relevant information regarding vegetation and wildlife on the open space lands:

- U.S. Forest Service (USFS) vegetation and land cover data (USFS 2017)
- U.S. Geological Survey (USGS) topographic maps of 7.5-minute quadrangles (USGS 2020)
- U.S. Fish and Wildlife Service (USFWS) National Wetlands Inventory (NWI) (USFWS 2020a)
- Recent and historical aerial imagery (Google Earth 2020)
- California Natural Diversity Database (CNDDB) (CNDDB 2020)
- USFWS Information for Planning and Consultation (IPaC) species list (USFWS 2020b)
- California Native Plant Society’s Inventory of Rare and Endangered Plants of California (CNPS 2020a)
- Waddle Ranch Long-term Forest Management Plan (Banchio 2013)
- Calflora database (Calflora 2020)

- California Invasive Plant Council’s (Cal-IPC’s) inventory and Weed Mapper web application (Cal-IPC 2020a, 2020b)
- California Department of Food and Agriculture’s Encycloweedia (CDFA 2020)
- Nevada-Placer Weed Management Area Priority Invasive Plant List (Nevada-Placer WMA 2018)
- Invasive Weeds of the Tahoe National Forest guidebook (USFS 2013)

3.2.1 Vegetation Communities and Land Cover Types

Vegetation communities and other land cover types on the open space lands were mapped using a combination of sources. Most land cover types were mapped using the Classification and Assessment with LANDSAT of Visible Ecological Groupings (CALVEG) mapping for the North Sierra zone of USFS Region 5, which uses a combination of satellite imagery (ranging from 2000–2014) and field verification (USFS 2017). This data is a coarse-scale map product, created at a scale of 1:24,000 to 1:100,000 with horizontal geospatial positioning accuracy of approximately 166 feet. Additional vegetation types that occur at smaller scales (e.g., wetlands, small stands of montane riparian vegetation) were manually delineated using recent, high-quality aerial imagery (Google Earth 2020). Drainages, which are linear features and not included in the CALVEG data, were plotted from USGS maps. CALVEG map units were cross-walked with California Wildlife Habitat Relationship (CWHR) types (CDFW 2014) to map 12 vegetation communities and other land cover types on the open space lands (Table 6, Figure 11). Each of these land cover types is described below.

Table 6. Land Cover Types and Acres on the Open Space Lands

Land Cover Type	Acres	Miles
Vegetation communities		
Bitterbrush	158.3	–
Dry meadow	24.9	–
Eastside pine	1,037.3	–
Sierran mixed conifer	407.2	–
Montane chaparral	9.1	–
Montane riparian	24.1	–
Sagebrush	467.5	–
Wet meadow	80.3	–
Other land cover types		
Barren	32.7	–
Drainages	–	10.2
Lacustrine	63.4	–
Urban	45.9	–

Source: Google Earth 2020, USFS 2017, USGS 2020.

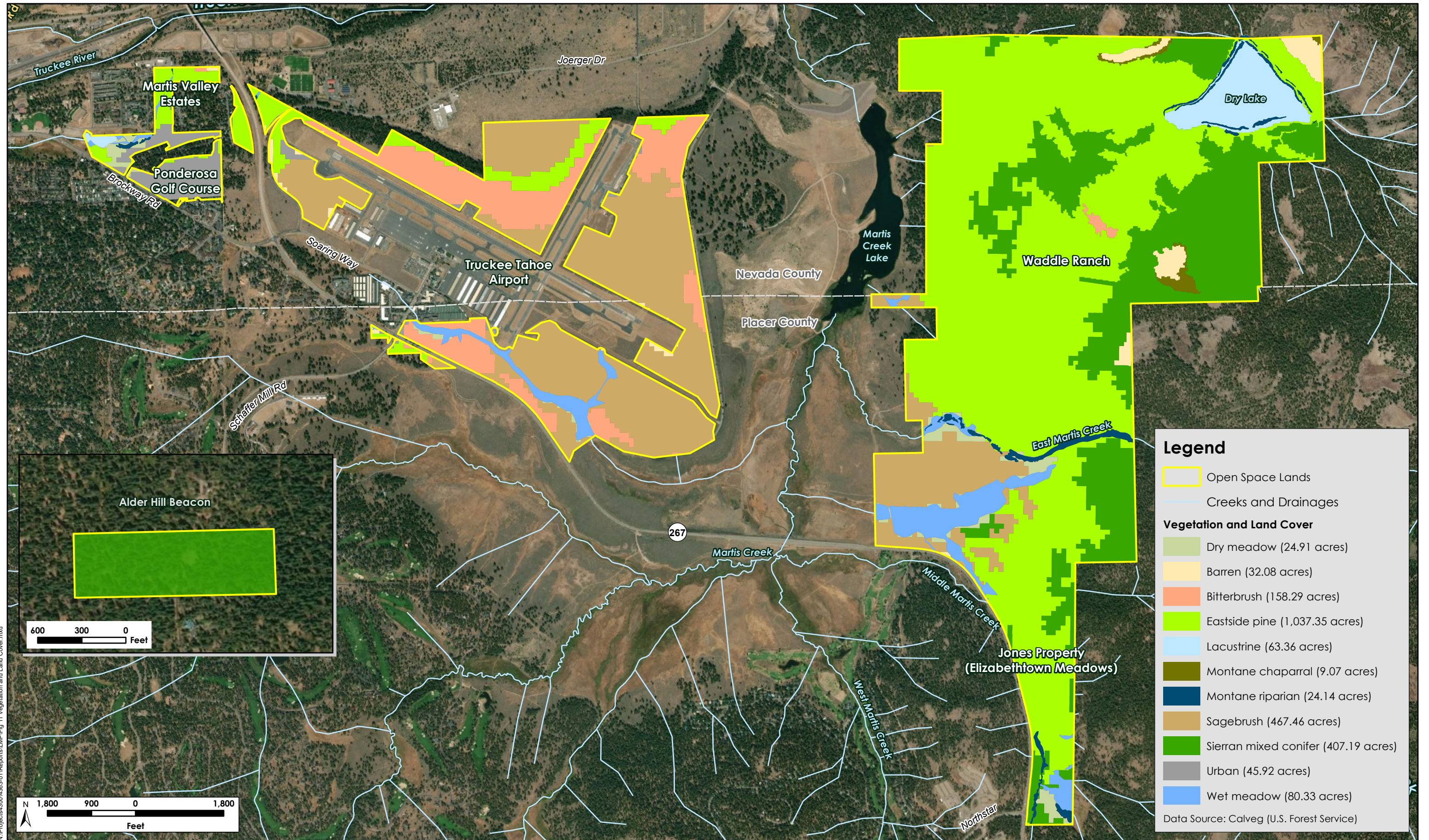


Figure 11. Vegetation and Land Cover in the Plan Area

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N:\Projects\4300\4363-01\Reports\LMP\Fig 11 Vegetation and Land Cover.mxd

Barren. Barren land is characterized by rock, gravel, sand, silt, clay, or other earthen material with less than 15% vegetation cover. Vegetation, if present, is widely spaced and scrubby. Within the District open space lands, these are areas of bedrock, talus, slides, volcanic material, glacial debris, and other accumulations of earthen material. They can also include small areas of pavement and buildings with minimal vegetative landscaping. Barren areas in the District open space lands are mostly situated adjacent to the urban lands of the airport, but also occur in sparsely vegetated, scrubby, and rocky openings within forest habitats of Waddle Ranch Preserve.

Bitterbrush. Bitterbrush (*Purshia tridentata*) communities are primarily located on the eastern slopes of the Sierra Nevada at elevations of approximately 3,500–11,000 feet, often in areas with deep and well-drained soil (CDFW 2014). Stands of bitterbrush often include other shrub codominants, including big sagebrush (*Artemisia tridentata*), buck brush (*Ceanothus cuneatus*), green-leaf manzanita (*Arctostaphylos patula*), and green rabbitbrush (*Chrysothamnus viscidiflorus*) (CNPS 2020b). In the open space lands, areas mapped as bitterbrush habitat are located adjacent to sagebrush habitat in the flat, open areas surrounding the airport. There is also a small area of bitterbrush habitat mapped on Waddle Ranch Preserve in a forest opening. Many stands of bitterbrush are becoming decadent with low to no seedling recruitment, possibly due to changes in fire regime (CNPS 2020b).

Drainages. Drainages are narrow, intermittent or ephemeral channels that do not support montane riparian or wet meadow habitat. While 10.2 miles of drainages were mapped from USGS quad sheets, other, unmapped ephemeral drainages likely occur throughout the open space lands and only convey flowing water for brief periods during spring snowmelt and following high-intensity rainfall events.

Dry meadow. Dry meadows occur throughout the open space lands along the upper edges of wet meadows and drainages. This is a dry, open plant community characterized by bare ground interspersed with annual forbs and perennial grasses along with scattered shrubs and trees. Characteristic plant species include: mat muhly (*Muhlenbergia richardsonis*), little squirreltail (*Elymus elymoides*), slender hairgrass (*Deschampsia elongata*), California needle grass (*Stipa occidentalis* var. *californica*), California brome (*Bromus carinatus*), one-sided blue grass (*Poa secunda* ssp. *secunda*), various annual forbs (e.g., navarretias [*Navarretia* spp.], lupines [*Lupinus* spp.], leptosiphons [*Leptosiphon* spp.], knotweed [*Polygonum sawatchense*], pussy toes [*Calyptridium umbellatum*]), and upland perennial forbs such as Parish's yampah (*Perideridia parishii*) and potentillas (*Potentilla* spp.). Low-statured willows (*Salix* spp.) and shrubs such as silver sagebrush (*Artemisia cana*) may occur in some locations, but trees are typically absent.

Eastside pine. Eastside pine communities are located on the eastern side of the Sierra Nevada at elevations of approximately 4,000–6,500 feet, usually in areas with coarse, well-drained soil (CDFW 2014). The canopy of this vegetation community is characterized by ponderosa pine (*Pinus ponderosa*), with smaller amounts of Jeffrey pine (*Pinus jeffreyi*), lodgepole pine (*Pinus contorta*), white fir (*Abies concolor*), and other conifers. The understory typically consists of openly spaced low shrubs and an herbaceous layer dominated by grasses. Waddle Ranch Preserve and the Jones property contain large areas of Eastside pine habitat, estimated to consist of approximately 56% Ponderosa pine, 24% Jeffrey pine, and 20% white fir with the shrub layer consisting mostly of bitterbrush, with smaller amounts of big sagebrush, green-leaf manzanita, and Mahala mat (*Ceanothus*

prostratus) (Banchio 2013). A narrow corridor along the north side of the airport, and the Martis Valley Estates parcel also contain Eastside pine habitat.

The current condition and health of Eastside pine stands have been influenced by historic and recent management actions. These stands were historically logged as part of the late 19th century mining and railroad industries, and continued to be selectively thinned into the early 1990s. More recently, in 1997 approximately 5 million board feet of timber was harvested from Waddle Ranch as commercial sawlogs prior to the acquisition by the District. Additional mechanical thinning has occurred on the District open space lands, primarily Waddle Ranch, between 2001 and 2018 to achieve fuel reduction objectives. However, fire has been largely absent from the open space lands, with only one wildfire, affecting just 95 acres, recorded since 1924 (Figure 12). Under assumed “natural” conditions, Eastside pine stands typically would have experienced a fire return interval of 5 – 18 years (North et.al 2009), creating relatively even-aged stands characterized by short to moderate height trees (e.g., 60 – 100 feet tall) without a notable shrub understory.

Data obtained during preparation of the Waddle Ranch Management Plan found a stand density between 100 – 140 ft²/acre with minimal surface fuels (i.e., brush and grass). It should be noted that Eastside pine stands on Waddle Ranch generally have been classified as Dunning’s Site Class III, which is a measure of forest productivity based on how well trees respond to localized edaphic conditions and is estimated by assessing the height of dominant and codominant trees at a standard age, usually 100 years. Stands in Site Class III should approximate 75 ft²/acre basal area to ensure ample stand growth and vigor with reduced inter-tree competition, which is notably less dense than conditions observed in Waddle Ranch (i.e., 100 – 140 ft²/acre) and indicates that Eastside pine stands on Waddle Ranch are, in general, more dense than would be expected given the site class – likely as a result of ongoing fire suppression beginning in the early 20th Century.

A regeneration inventory completed for the Waddle Ranch Management Plan found 135 seedlings per acre, 47% of which were white fir, 40% of which were Ponderosa pine, and 13% of which were Jeffrey pine. The results of this inventory indicate that natural forest regeneration is sparse and is significantly comprised of white fir (a shade-adapted species relative to Ponderosa and Jeffrey pine). Similar to elevated stand density described above, a gradual species conversion from yellow pine to white fir poses a risk to forest health as white fir has less resilience to fire, drought, and insect damage, thereby potentially altering the natural fire regime and creating conditions supportive of catastrophic fire.

However, unlike many conifer forests regionally, bark beetles are only sparsely affecting Eastside pine stands on the District open space lands. Both the fir engraver beetle (*Scolytus ventralis*) and pine engraver beetle (*Ips pini*) have been detected, but only a small number of discontinuous trees have died as a result of assumed beetle infestations, and no live beetles were observed during reconnaissance surveys of Waddle Ranch stands during 2016 and 2019 completed by consulting forester Danielle Bradfield.

Lacustrine. Lacustrine land cover includes wide areas of open-water habitat (CDFW 2014). Floating aquatic plants such as duckweeds (*Lemna* spp.) and pondweeds (*Potamogeton* spp.) may be present in some areas, and shallow areas (i.e., areas less than 3 feet deep) at lake margins can support growth of various species of moderate-stature, such as sedges (*Carex* spp.), rushes (*Juncus* spp.), and bulrushes (*Scirpus* spp.) that are tolerant

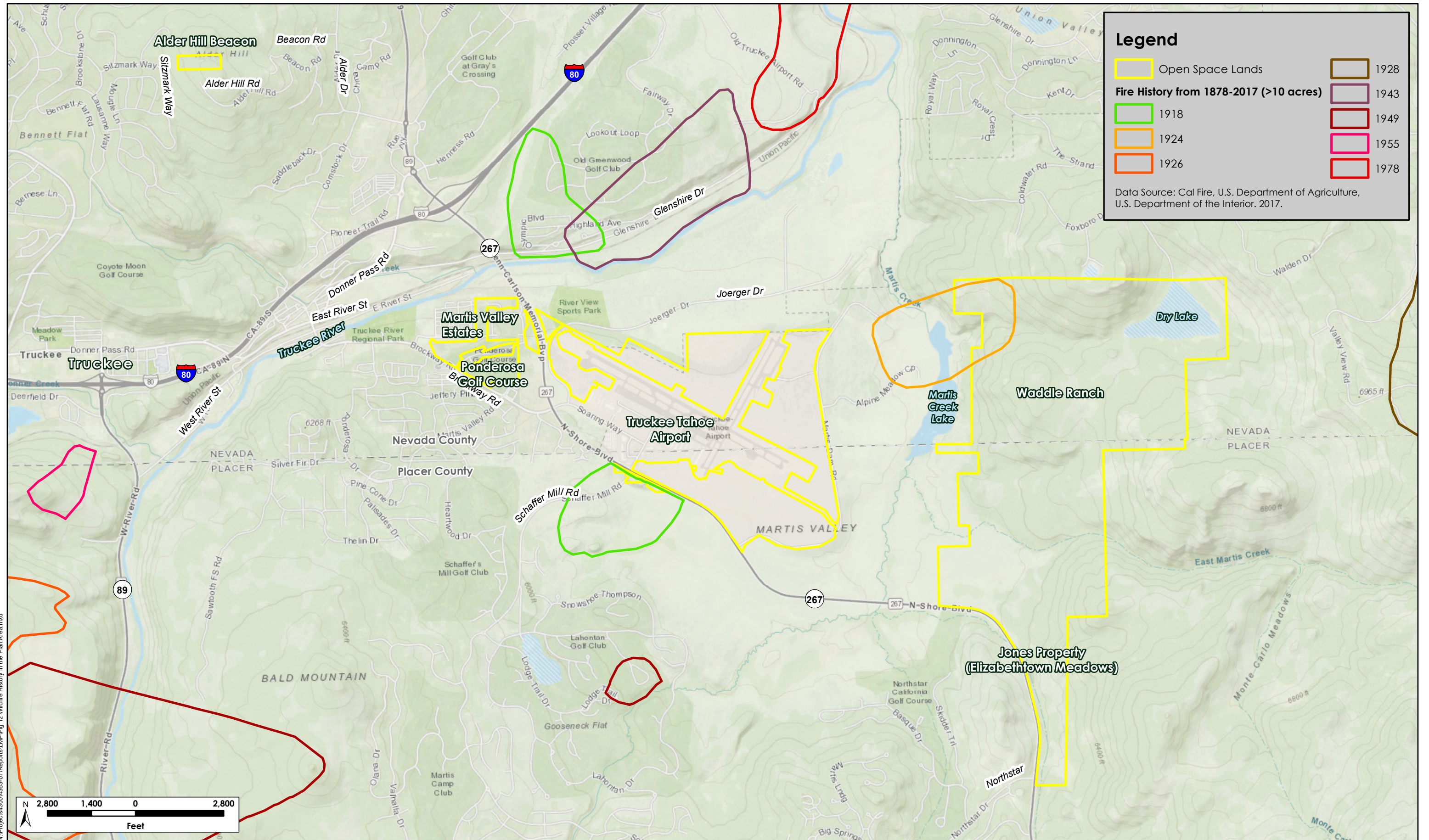


Figure 12. Wildfire History in the Plan Area

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N:\Projects\4300\4363-01\Reports\LMP\Fig 12 Wildfire History in the Plan Area.mxd

of prolonged, shallow inundation. Lacustrine land cover was mapped in two locations in the District open space lands: Dry Lake on the Waddle Ranch Preserve and in a detention basin northwest of the Ponderosa Golf Course.

Montane chaparral. Montane chaparral habitat occurs at elevations of approximately 3,000–9,000 feet in mountainous terrain throughout the coniferous forest zone, on a wide variety of soil depths, exposures, and slopes (CDFW 2014). Vegetation structure ranges from prostrate to treelike (up to 10 feet), characterized by evergreen species such as ceanothus (*Ceanothus* spp.), manzanitas (*Arctostaphylos* spp.), curl leaf mountain mahogany (*Cercocarpus ledifolius*), and Sierra chinquapin (*Chrysolepis sempervirens*). Mature montane chaparral habitat is often impenetrable to large mammals, and there is generally a lack of understory vegetation. Small amounts of montane chaparral habitat are found in the northern half of Waddle Ranch Preserve, around the edges of barren areas that are generally on hillslopes.

Montane riparian. Montane riparian vegetation is dominated by willows, quaking aspen, and alders (*Alnus* spp.) and is at high elevations (approximately 6,550–9,850 feet) near seeps, streams, and meadows on the eastern slopes of the Sierra Nevada and Cascade Ranges (CDFW 2014). The herbaceous layer is dominated by the same species as wet meadows (discussed below). Montane riparian vegetation occurs along drainages, around lacustrine habitats, and in wet meadows throughout the open space lands.

Sagebrush. Sagebrush communities occur on dry slopes and flats, along the east and northeast borders of California, from about 1,600–10,500 feet (CDFW 2014). Vegetation is characterized by large, open, discontinuous stands of big sagebrush of fairly uniform height, often mixed with other shrub species of similar form and growth habit. Depending on the topography, soil composition, and soil moisture the understory may be barren or support low to moderate herbaceous cover composed of perennial grasses and forbs. Sagebrush habitat in the open space lands is primarily located in flat, open areas surrounding the airport, and in the open areas along the entrance road to Waddle Ranch Preserve. Sagebrush communities are threatened by invasion of cheatgrass (*Bromus tectorum*), medusa head (*Elymus caput-medusae*), and other nonnative annual grasses, because these grasses form dense stands that are more susceptible to wildfire, which kills big sagebrush and can eliminate stands over large areas (CNPS 2020b).

Sierran mixed conifer. Sierran mixed conifer vegetation occurs on deep to shallow soils in the Sierra Nevada, at elevations of approximately 2,500–10,000 feet (CDFW 2014). This vegetation community is typically characterized by white fir, ponderosa pine, sugar pine (*Pinus lambertiana*), and incense-cedar (*Calocedrus decurrens*). A wide variety of shrubs, grasses, and forbs commonly found in annual grassland and montane chaparral communities may be found in the understory, although in the open space lands the shrub layer is mostly sparse. Sierran mixed conifer is mostly located on Waddle Ranch Preserve and the Jones property. Sierran mixed conifer communities face similar threats as those described for Eastside pine, above.

Urban. Urban land cover is characterized by a high percentage (30% or greater) of structures (e.g., asphalt, concrete, buildings) and may include large-lot single-family housing units, parks, golf courses, and vegetation maintained in developed settings for recreation, erosion control, or aesthetic purposes. Within the open space

lands, urban areas include the airport, Ponderosa Golf Course, and various residential and commercial/industrial buildings.

Wet meadow. Wet meadows occur on poorly drained soils where water is at or near the ground surface for most of the growing season, along active and abandoned stream channels, lake margins, groundwater seeps, and similar wet areas (CDFW 2014). Wet meadow vegetation is characterized by dense growth of perennial graminoids and forbs; low-statured willows and shrubs such as silver sagebrush may be emergent in some locations, but trees are typically absent. Dominant species vary widely, and may include perennial graminoids such as sedges, rushes, bulrushes, spikerushes (*Eleocharis* spp.), wood-rush (*Luzula comosa*), bentgrasses (*Agrostis* spp.), tufted hairgrass (*Deschampsia cespitosa*), and pull-up muhly (*Muhlenbergia filiformis*). Forbs found in wet meadows can include columbine (*Aquilegia formosa*), lupines, corn lily (*Veratrum californicum*), clovers (*Trifolium* spp.), asters (*Aster* spp.), violets (*Viola* spp.), and many other species. Wet meadows are found along drainages and seeps throughout the open space lands. Changes to the hydrology that supports wet meadows can lead to community composition changes.

3.2.2 Wildlife

This section provides an overview of general wildlife use of the open space lands. The species discussed below were included based on prior regional projects completed by H. T. Harvey & Associates, prior reports completed for the open space lands (summarized above in Section 3.2), standard reference sources (e.g., California Herps 2020), and professional knowledge and prior experience regarding the wildlife that may be expected to be found in the Truckee-North Tahoe area. Field surveys of the open space lands for the purpose of documenting general wildlife use were not conducted as part of the LMP.

3.2.3 Mammals

The open space lands consist of a mosaic of connected habitat types that provide breeding and foraging opportunities as well as sources of water for many mammal species. The following common species of mammals are either known to occur or are expected to occur in the open space lands: American black bear (*Ursus americanus*), North American beaver (*Castor canadensis*), bobcat (*Lynx rufus*), coyote (*Canis latrans*), long-tailed weasel (*Mustela frenata*), mountain lion (*Puma concolor*), mule deer (*Odocoileus hemionus hemionus*), common porcupine (*Erethizon dorsatum*), raccoon (*Procyon lotor*), striped skunk (*Mephitis mephitis*), western spotted skunk (*Spilogale gracilis*), golden-mantled ground squirrel (*Spermophilus lateralis*), Belding's ground squirrel (*Uroditellus beldingi*), chipmunks (*Tamias* spp.), and voles (*Microtus* spp.).

Mule deer are a particularly important wildlife species that use the open space lands. The mule deer found regionally belong to the Loyalton-Truckee Deer Herd unit (LTH), whose range covers approximately 1,240 square miles in Lassen, Plumas, Sierra, Nevada, and Placer Counties in California, and Washoe County in Nevada (CDFW 2020a). The open lands are in the southern portion of the LTH range, and serve as summer range for the herd. The mule deer migrate to winter ranges in Nevada in mid-October to November and return to the Truckee area in May or June; the timing of these movements is dependent on weather conditions (CDFW 2020a). Important habitat areas including summer ranges and migratory corridors are negatively affected by

fire, development, and barriers such as roads and highways. The LTH is stable to declining with an average estimated size of approximately 3,200 individuals (CDFW 2020a).

North American beaver is known to be present in the open space lands, particularly along Middle Martis Creek. There is debate regarding the status of this beaver in the Sierra Nevada and whether the species is native to the region or intentionally introduced. Lindström (2012) conducted extensive archival and oral history research and could not determine whether historical beaver accounts by the Washoe Tribe and early non-Washoe settlers referred to the native Sierra Nevada mountain beaver (*Aplodontia rufa californica*), which is a relatively small fossorial animal that does not construct large dams, or to the North American beaver. Based on her research, Lindström (2012) concludes that beavers were not an important Native American game species and that there was not a historical fur trade in the area, despite extensive exploration of the Sierra Nevada by fur traders in the 1800s. She therefore postulates that North American beavers were likely not native to the Truckee area. Other studies have offered conflicting evidence, some supporting the long-held notion that North American beavers in the Upper Truckee River watershed were nonnative and intentionally introduced by the California Department of Fish and Game (CDFG) in the 1940s (Beier and Barrett 1989) and others maintaining that the North American beaver was native to the Sierra Nevada (Lanman et al. 2012) and locally extirpated in the 1800s.

3.2.4 Amphibians and Reptiles

Amphibians are most likely to occur near the various lakes, streams, meadows, and ponds in the open space lands. Common species expected to use these habitats for foraging and reproduction include Sierran chorus frog (*Pseudacris sierra*), western toad (*Bufo boreas*), and southern long-toed salamander (*Ambystoma macrodactylum sigillatum*). Less common species, such as the Sierra Nevada yellow-legged frog (*Rana sierrae*) are unlikely to occur in the open space lands due to the presence of predatory, nonnative fishes (e.g., rainbow trout, *Oncorhynchus mykiss*).

Reptiles likely to occur on the open space lands include Great Basin rattlesnake (*Crotalus oreganus lutosus*), mountain garter snake (*Thamnophis elegans elegans*), Sierra garter snake (*Thamnophis couchii*), western yellow-bellied racer (*Coluber constrictor mormon*), northern rubber boa (*Charina bottae*), western fence lizard (*Sceloporus occidentalis*), Sierra alligator lizard (*Elgaria coerulea palmeri*), western sagebrush lizard (*Sceloporus graciosus gracilis*), and western skink (*Plestiodon skiltonianus skiltonianus*).

3.2.5 Birds

Despite their relatively sparse distribution and sensitivity to disturbance, montane meadows and associated riparian areas in the Sierra Nevada, such as the Martis Valley and Elizabethtown Meadows, play a crucial role in the life history and ecology of many Sierra Nevada bird species (Grinnell and Miller 1944, Orr and Moffitt 1971, Stewart 1977, Gregory et al. 1991, Gaines 1992, Morton 1992, Cicero 1997, Lynn et al. 1998, Bombay et al. 2003, Cain and Morrison 2003, Heath and Ballard 2003). The juxtaposition of water, herbaceous vegetation, and riparian shrubs create needed habitats for both the aquatic and terrestrial life stages of many insect species on which meadow birds prey (Erman 1984, Gray 1993, Erman 1996, Hatfield and LeBuhn 2007). In addition,

Sierra Nevada meadows provide dense herbaceous cover for avian nesting, predator avoidance, and thermal cover as well as bountiful seed crops for granivorous birds in late summer and fall.

Martis Valley is a popular birdwatching locally and an extensive list of birds observed in the area has been compiled (Richardson 2014). Among the roughly 175 species of birds documented, commonly-observed species include: white-faced ibis (*Plegadis chibi*), osprey (*Pandion haliaetus*), red-tailed hawk (*Buteo jamaicensis*), American coot (*Fulica americana*), killdeer (*Charadrius vociferus*), red-breasted sapsucker (*Sphyrapicus ruber*), hairy woodpecker (*Picoides villosus*), white-headed woodpecker (*Picoides albolarvatus*), northern flicker (*Colaptes auratus*), American kestrel (*Falco sparverius*), western wood-pewee (*Contopus sordidulus*), warbling vireo (*Vireo gilvus*), Steller's jay (*Cyanocitta stelleri*), Clark's nutcracker (*Nucifraga columbiana*), common raven (*Corvus corax*), horned lark (*Eremophila alpestris*), cliff swallow (*Petrochelidon pyrrhonota*), barn swallow (*Hirundo rustica*), mountain chickadee (*Poecile gambeli*), red-breasted nuthatch (*Sitta canadensis*), pygmy nuthatch (*Sitta pygmaea*), brown creeper (*Certhia americana*), mountain bluebird (*Sialia currucoides*), American robin (*Turdus migratorius*), orange-crowned warbler (*Oreothlypis celata*), MacGillivray's warbler (*Geothlypis tolmiei*), yellow-rumped warbler (*Setophaga coronata*), Wilson's warbler (*Cardellina pusilla*), green-tailed towhee (*Pipilo chlorurus*), chipping sparrow (*Spizella passerina*), Brewer's sparrow (*Spizella breweri*), vesper sparrow (*Poocetes gramineus*), fox sparrow (*Paserella iliaca*), song sparrow (*Melospiza melodia*), white-crowned sparrow (*Zonotrichia leucophrys*), dark-eyed junco (*Junco hyemalis*), western tanager (*Piranga ludoviciana*), black-headed grosbeak (*Phenicicus melanocephalus*), red-winged blackbird (*Agelaius phoeniceus*), western meadowlark (*Strunella neglecta*), Brewer's blackbird (*Euphagus cyanocephalus*), Cassin's finch (*Haemorhous cassinii*), and pine siskin (*Spinus pinus*).

3.2.6 Fish

Moyle et al. (1996) identified four zoogeographic regions (drainages) in the Sierra Nevada, each defined by distinctive native fish communities that share few species in common. The Lahontan drainage, consisting of the Susan, Truckee, Carson, and Walker River drainages, is characterized by 10 native fish species: mountain whitefish (*Prosopium williamsoni*), Lahontan cutthroat (*Oncorhynchus clarki henshawi*), Paiute cutthroat (*Oncorhynchus clarki seleniris*), Lahontan lake tui chub (*Gila bicolor pectinifer*), Lahontan creek tui chub (*Gila bicolor obesa*), Lahontan redband (*Richardsonius egregius*), Lahontan speckled dace (*Rhinichthys osculus robustus*), Tahoe sucker (*Catostomus taboensis*), mountain sucker (*Catostomus platyrhynchus*), and Paiute sculpin (*Cottus beldingi*). These fishes historically were distributed widely throughout the drainage from the lowlands to elevations above 6,600 feet. Fish absence is typical in high-elevation eastern Sierra Nevada watersheds (La Rivers 1994, Moyle et al. 1996), and, before Euro-American settlement, nearly all Sierra Nevada lakes and streams were fishless above roughly 6,000 feet (Knapp 1996) owing to the presence of steep, glaciated reaches and natural migration barriers (e.g., waterfalls). Common native fish species, such as Lahontan redband, Paiute sculpin, and Lahontan speckled dace, potentially occur in Middle Martis Creek in the open space lands.

Nonnative fishes, largely game fish such as rainbow trout (*Oncorhynchus mykiss*), eastern brook trout (*Salvelinus fontinalis*), and brown trout (*Salmo trutta*), were introduced to historically fishless high-elevation lakes and to many streams in the Sierra Nevada through private and government-sponsored programs beginning in the mid-1800s and continuing far into the 1900s (Knapp et al. 2001). These nonnative species now represent the primary

target species for anglers in the Middle Truckee River watershed, and both brown trout and rainbow trout occur in Martis Creek Reservoir and throughout upstream reaches of Martis Creek, including Middle Martis Creek. Additionally, Lahontan cutthroat trout, as a gamefish, were introduced to Martis Creek Reservoir by the California Department of Fish and Wildlife in the 1978. While these fish flourished into the 1980s as a sport fishery, competition from nonnative fishes eventually eliminated the reservoir’s original Lahontan cutthroat population. Despite continued competition from nonnative fishes, fingerling sized Lahontan cutthroat are still planted in Martis Creek Reservoir (USACE 2016); however, it is unlikely that many, or any, of these fish occur in Middle Martis Creek on the open space lands.

3.2.7 Special-status Species

Thirteen special-status species are known or have the potential to occur on the District open space lands (Tables 7 and 8). The full CNDDDB search results, including special-status species not likely to occur on the open space lands, are included in Appendix C. Figures 13 and 14 show the special-status wildlife and plants, respectively, that have been reported in the vicinity of the open space lands. For the purpose of this LMP, special-status species include species listed as threatened or endangered (or candidate) under the California or federal Endangered Species Acts, vascular plants and lichens included in the *CNPS Inventory of Rare and Endangered Plants of California* (CNPS 2020a), or California fully-protected fish and wildlife species or fish and wildlife species of special concern (CDFW 2019).

Table 7. Special-Status Wildlife with Potential to Occur in the Vicinity of the Open Space Lands

Species	Status ¹	Habitat	Potential for Occurrence
Birds			
Northern goshawk <i>Accipiter gentilis</i>	CSSC	Mature coniferous forest with large diameter trees and high canopy closure. Frequently forages along meadow edges or in aspen/willow shrub communities.	Possible. Suitable habitat in eastside pine and Sierran mixed conifer communities, and the species has been recorded within 2 miles of the open space lands (CNDDDB 2020). Richardson (2014) reported the species as a casual vagrant in Martis Valley with no confirmed breeding.
Willow flycatcher <i>Empidonax traillii</i>	SE	Medium to large meadows with extensive areas of montane wet meadow, emergent vegetation and large stands of willow or other riparian deciduous shrubs.	Possible. Suitable habitat in wet meadow and montane riparian communities, and the species has been recorded within 2 miles of the open space lands (CNDDDB 2020). Richardson (2014) recoded the species as rare breeder in the Martis Valley.

Species	Status ¹	Habitat	Potential for Occurrence
Fish			
Mountain sucker <i>Catostomus platyrhynchus</i>	CSSC	Cool, clear mountain streams with hiding cover and a mix of riffles, pools, and runs. Also large rivers, turbid streams, and lakes.	Unlikely. Although the species has been recorded within 2 miles of the open space lands (CNDDDB 2020), the drainages on the open space lands are mostly seasonal and shallow, without deep pools and runs.
Lahontan cutthroat trout <i>Oncorhynchus clarkii henshawi</i>	FT	Small cool-water streams with riffle-runs, rocky substrates, and pools with vegetated and stable stream banks.	Not Present. Although records of this species exist on the open space lands, natural populations have been extirpated from the area (CNDDDB 2020).
Mountain whitefish <i>Prosopium williamsoni</i>	CSSC	Clear, cold streams with deeper pools and runs.	Unlikely. Although the species has been recorded within 2 miles of the open space lands (CNDDDB 2020), the drainages on the open space lands are mostly seasonal and shallow, without deep pools and runs.
Amphibians			
Sierra Nevada yellow-legged frog <i>Rana sierrae</i>	FE, ST	Streams, lakes, and ponds in montane riparian, lodgepole pine forest, subalpine conifer, and wet meadow habitats. Elevation range is 2,040–12,070 feet.	Unlikely. The species has been recorded within 2 miles of the open space lands (CNDDDB 2020); however, the presence of nonnative fishes in Martis Creek limits habitat suitability and extant populations regionally generally only occur at higher-elevations (e.g., Five Lakes basin, Paradise Valley, Upper North Fork Prosser Creek watershed).
Mammals			
Sierra Nevada snowshoe hare <i>Lepus americanus tahoensis</i>	CSSC	Montane riparian scrub, mixed conifer, lodgepole pine forest, aspen, chaparral, montane meadow. Elevation range is 4,850–8,600 feet.	Possible. Suitable habitat in montane riparian, eastside pine and Sierran mixed conifer, montane chaparral, and wet meadow communities, and the species has been recorded within 2 miles of the open space lands (CNDDDB 2020).
Sierra Nevada red fox <i>Vulpes vulpes necator</i>	FC, ST	Alpine dwarf-shrub, wet meadow, subalpine conifer, lodgepole pine, red fir,	Unlikely. Although suitable habitat exists in the open space lands, the only

Species	Status ¹	Habitat	Potential for Occurrence
		aspen, montane chaparral, montane riparian, mixed conifer, ponderosa pine, Jeffrey pine, eastside pine, montane hardwood-conifer. Elevation range is 3,937–12,139 feet.	observation in vicinity of open space lands was recorded in 1971 as roadkill (CNDDDB 2020). Most extant populations are known from the vicinity of Lassen National Park with smaller populations possibly occurring in the Stanislaus, Humboldt-Toiyabe, and the Sierra National Forests (CNDDDB 2020).

¹Status Codes

U.S. Fish and Wildlife Service

FE: Federal Endangered

FT: Federal Threatened

FC: Federal Candidate for Listing

California Department of Fish and Wildlife

SE: State Endangered

ST: State Threatened

CSSC: California Species of Special Concern

Table 8. Special-Status Plants Known to Occur or Having the Potential to Occur in the Vicinity of the Open Space Lands

Species	Status ¹	Communities, Soils, Elevational Range, and Blooming Period	Potential for Occurrence in Plan Area
Plumas ivesia <i>Ivesia sericoleuca</i>	1B.2	Great Basin scrub, lower montane coniferous forest, meadows and seeps, vernal pools. Vernal mesic, usually volcanic soils. Elevations from 4,300–7,220 feet. Blooms from May–October.	Present. This species has been recorded in the Waddle Ranch Preserve, adjacent to the main access road (Banchio 2013). It has also been recorded adjacent to the airport, but this occurrence may have been extirpated by development.
Santa Lucia dwarf rush <i>Juncus luciensis</i>	1B.2	Chaparral, Great Basin scrub, lower montane coniferous forest, meadows and seeps, vernal pools. Elevations from 984–6,693 feet. Blooms from April–July.	Unlikely. Although this species has been recorded adjacent to the open space lands (CNDDDB 2020), the species has not been observed since 2005 and no suitable habitat currently exists at the record location. ²
Alder buckthorn <i>Rhamnus alnifolia</i>	2B.2	Lower montane coniferous forest, meadows and seeps, riparian scrub, upper montane coniferous forest. Elevations from 4,490–6,990 feet. Blooms from May–July.	Possible. Suitable habitat in montane riparian communities, and the species has been recorded within 2 miles of the open space lands (CNDDDB 2020).

Species	Status ¹	Communities, Soils, Elevational Range, and Blooming Period	Potential for Occurrence in Plan Area
Tahoe yellow cress <i>Rorippa subumbellata</i>	SE, 1B.1	Lower montane coniferous forest, meadows and seeps, decomposed granitic beaches. Elevations from 6,200–6,250 feet. Blooms from May–September.	Unlikely. Although this species has been recorded adjacent to the open space lands (CNDDDB 2020), the species has not been observed since 1979 and is currently restricted to the Lake Tahoe shoreline.
Marsh skullcap <i>Scutellaria galericulata</i>	2B.2	Lower montane coniferous forest, meadows and seeps (mesic), marshes and swamps. Elevations up to 6,890 feet. Blooms from June–September.	Possible. Suitable habitat in wet meadow communities, and the species has been recorded within 2 miles of the open space lands (CNDDDB 2020).

¹Status Codes

California Department of Fish and Wildlife

SE: State Endangered

California Rare Plant Rank (CRPR)

1B = Plants rare, threatened, or endangered in California and elsewhere.

2B = Plants rare, threatened, or endangered in California, but more common elsewhere

Threat code extension

.1 = seriously threatened in California.

.2 = fairly endangered in California

² Personal observation by Ellen Pimentel, senior plant ecologist, H. T. Harvey & Associates, 2010

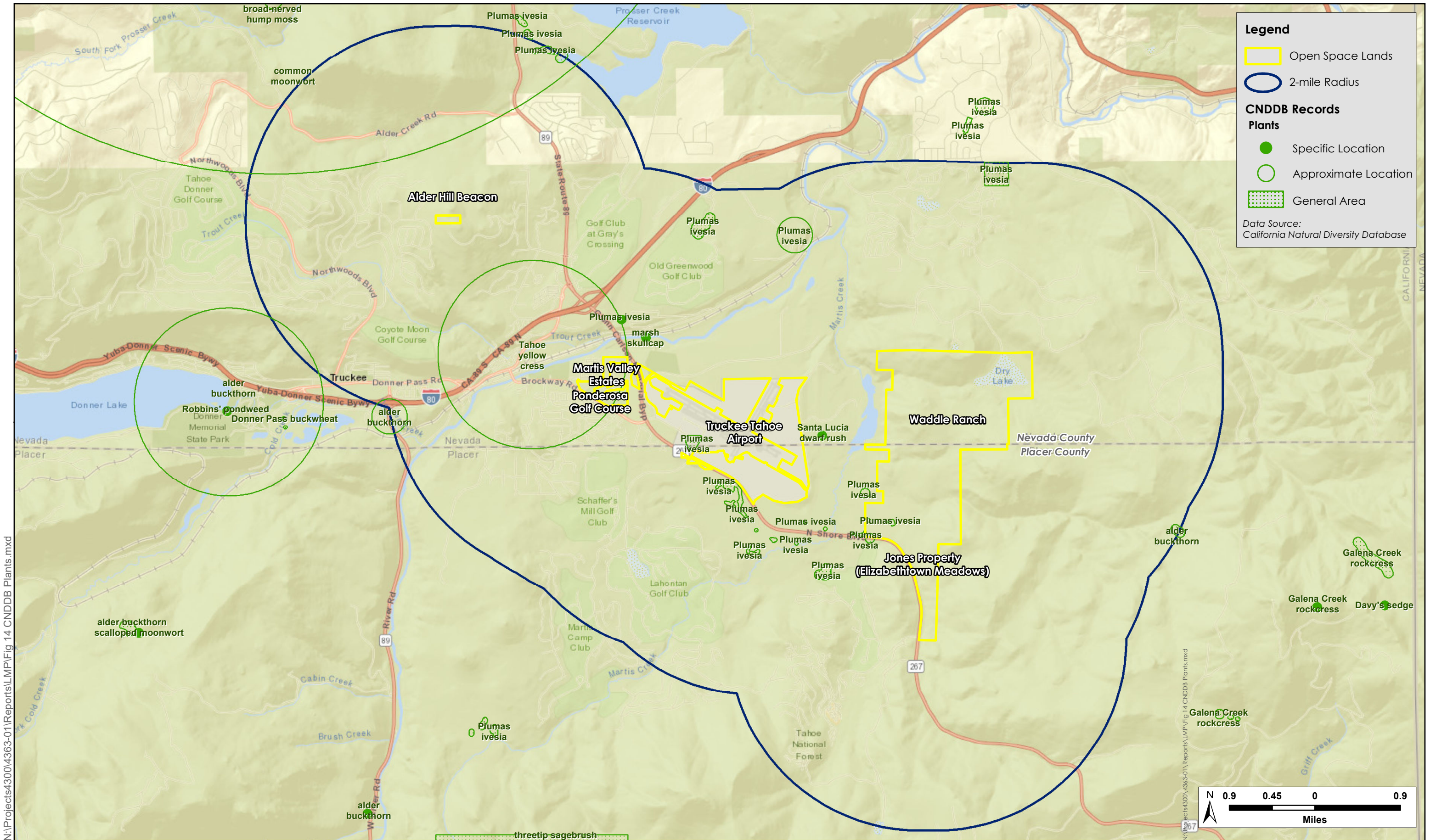


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Figure 13. CNDDDB Records of Wildlife in the Vicinity of the Plan Area

Truckee Tahoe Airport District Land Management Plan (4363-01)
September 2020



Legend

- Open Space Lands
- 2-mile Radius

CNDDDB Records

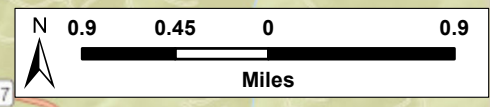
Plants

- Specific Location
- Approximate Location
- General Area

Data Source:
California Natural Diversity Database

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3.2.8 Invasive Species

Invasive species include species of plants, vertebrates, and invertebrates that may adversely affect aquatic ecosystems as well as species of terrestrial plants (i.e., weeds) considered to be capable of producing adverse economic or ecological effects. For the purposes of this LMP, invasive plants are defined by inclusion on the California Invasive Plant Council's Inventory (Cal-IPC 2020a), and invasive animals are defined as species of concern listed by the Lake Tahoe Aquatic Invasive Species Coordination Committee (TRPA 2014). There are 38 species of invasive plants and one species of invasive algae that are known or likely to occur in the District open space lands, or that could become established in the future (Table 9), based on a review of available data and literature (Banchio 2013; Calflora 2020; Cal-IPC 2020a, 2020b; CDFG 2020; Nevada-Placer WMA 2018; TRPA 2014; USFS 2013). Table 9 lists invasive plants known or likely to occur on the open space lands, ordered by management priority (high, medium, and low). The management priority (high, medium, and low) for each species in Table 9 was determined based on its invasive status, whether or not it has been recorded on or near the open space lands, and how likely infestations of the species are to be effectively controlled or eradicated through feasible management actions.

Four plant species are of highest priority weeds for management: cheatgrass, yellow star thistle (*Centaurea solstitialis*), spotted knapweed (*Centaurea stoebe* ssp. *micranthos*), and perennial pepperweed (*Lepidium latifolium*). Each of these species are either known or likely to be present on the open space lands, and present a high risk of ecological and recreational impacts (e.g., increased wildfire frequency, reduced access for recreation, degraded habitat quality in wetlands and other sensitive habitats). In general, areas where disturbance occurs are at the highest risk for introduction or expansion of invasive plants (e.g., in developed areas, along roadways), and in other areas of previous or ongoing ground disturbance (e.g., forest mastication treatments). Other species are lower priorities for active management either because the species are unlikely to occur in large infestations on the open space lands or are unlikely (by virtue of their growth habitats and other characteristics) to cause significant threats to ecological processes, public safety, or District operations and infrastructure.

There are nine invasive animals of concern that could occur on the open space lands: Asian clam (*Corbicula fluminea*), bluegill (*Lepomis macrochirus*), bullfrog (*Rana catesbeiana*), goldfish (*Carassius auratus*), largemouth bass (*Micropterus salmoides*), New Zealand mudsnail (*Potamopyrgus antipodarum*), Quagga mussel (*Dreissena rostriformis*), spiny water flea (*Bythotrephes longimanus*), and Zebra mussel (*Dreissena polymorpha*) (TRPA 2014). None of these animals have been recorded on the open space lands.

Table 9. Invasive Plants Known to Occur or Likely to Occur on the Open Space Lands

Species	Invasive Status ¹	Potential to Occur on Open Space Lands	Management Priority and Approach
High Priority Plant Species			
Cheatgrass <i>Bromus tectorum</i>	Cal-IPC: High CDFA: C NPWMA: none	Present. Recorded on Waddle Ranch Preserve (Banchio 2013).	High; control spread and eradicate small populations, if feasible
Yellow star thistle <i>Centaurea solstitialis</i>	Cal-IPC: High CDFA: C NPWMA: 1b	Likely. Many records in the immediate vicinity of the open space lands (Calflora 2020).	High; surveillance and eradication of incipient populations
Spotted knapweed <i>Centaurea stoebe</i> ssp. <i>micranthos</i>	Cal-IPC: High CDFA: A NPWMA: 1b	Likely. Recorded along State Route 267 immediately adjacent to Waddle Ranch Preserve and Jones property; also in the vicinity of the airport (Calflora 2020).	High; surveillance and eradication of incipient populations
Perennial pepperweed <i>Lepidium latifolium</i>	Cal-IPC: High CDFA: B NPWMA: 2	Present. One record at the airport and many records in the vicinity of the open space lands (Calflora 2020).	High; control spread and eradicate small populations, if possible
Medium Priority Plant Species			
Russian knapweed <i>Acroptilon repens</i>	Cal-IPC: Moderate CDFA: B NPWMA: None	Possible. Several records within 1 mile of the open space lands (Calflora 2020).	Medium; surveillance and control of populations
Barb goatgrass <i>Aegilops triuncialis</i>	Cal-IPC: High CDFA: B NPWMA: 2	Not present. One record known from within 5 miles of Waddle Ranch Preserve and the Jones property (Calflora 2020).	Medium; surveillance and control of populations
Musk thistle <i>Carduus nutans</i>	Cal-IPC: Moderate CDFA: A NPWMA: None	Present. Several records along the Waddle Ranch Preserve entrance road (Banchio 2013), and near other open space lands (Calflora 2020).	Medium; monitor and control spread
Diffuse knapweed <i>Centaurea diffusa</i>	Cal-IPC: Moderate CDFA: A NPWMA: 1b	Possible. Recorded in the Truckee and Martis Peak 7.5-minute USGS quadrangles (Cal-IPC 2020b).	Medium; surveillance and eradication of incipient populations
Rush skeletonweed <i>Chondrilla juncea</i>	Cal-IPC: Moderate CDFA: A NPWMA: 1b	Not present. Recorded in the town of Truckee (Calflora 2020).	Medium; surveillance and eradication of incipient populations
Canada thistle <i>Cirsium arvense</i>	Cal-IPC: Moderate CDFA: B NPWMA: 1b	Possible. Recorded in the town of Truckee and just west of the airport (Calflora 2020).	Medium; surveillance and eradication of incipient populations
Bull thistle <i>Cirsium vulgare</i>	Cal-IPC: Moderate CDFA: C NPWMA: 2	Present. Recorded on Waddle Ranch Preserve (Banchio 2013).	Medium; control spread and eradicate small populations, if possible
Scotch broom <i>Cytisus scoparius</i>	Cal-IPC: High CDFA: C NPWMA: 1b	Not present. Recorded in the town of Truckee (Calflora 2020).	Medium; surveillance and eradication of incipient populations

Species	Invasive Status ¹	Potential to Occur on Open Space Lands	Management Priority and Approach
Fuller's teasel <i>Dipsacus fullonum</i>	Cal-IPC: Moderate CDFA: None NPWMA: 2	Possible. Many records along the Truckee River in the vicinity of the open space lands (Calflora 2020).	Medium; surveillance and control of populations
Russian olive <i>Elaeagnus angustifolia</i>	Cal-IPC: Moderate CDFA: None NPWMA: 1b	Not present. One record within 2 miles of the open space lands from Northstar California (Calflora 2020).	Medium; surveillance and eradication of incipient populations
Medusa head <i>Elymus caput-medusae</i>	Cal-IPC: High CDFA: C NPWMA: 1b	Possible. Recorded in Martis Creek Lake just west of Waddle Ranch Preserve, and less than 1 mile north of the airport (Calflora 2020).	Medium; surveillance and eradication of incipient populations
French broom <i>Genista monspessulana</i>	Cal-IPC: High CDFA: C NPWMA: 1b	Not present. One record approximately 4 miles southwest of the airport (Calflora 2020).	Medium; surveillance and eradication of incipient populations
Dyer's woad <i>Isatis tinctoria</i>	Cal-IPC: Moderate CDFA: B NPWMA: 1b	Not present. Two records within 5 miles of Waddle Ranch Preserve and the Jones property (Calflora 2020).	Medium; surveillance and eradication of incipient populations
Lens-podded hoary cress <i>Lepidium chalepense</i>	Cal-IPC: Moderate CDFA: B NPWMA: 1b	Possible. Recorded across Hwy 267 from Waddle Ranch Preserve and in the town of Truckee (Calflora 2020).	Medium; surveillance and eradication of incipient populations
Heart-podded hoary cress <i>Lepidium draba</i>	Cal-IPC: Moderate CDFA: B NPWMA: 1b	Possible. Recorded in the town of Truckee and near Waddle Ranch Preserve and the Jones property south of Hwy 267 (Calflora 2020).	Medium; surveillance and eradication of incipient populations
Ox-eye daisy <i>Leucanthemum vulgare</i>	Cal-IPC: Moderate CDFA: None NPWMA: 2	Not present. One record approximately 3 miles north of Waddle Ranch Preserve (Calflora 2020).	Medium; surveillance and control of populations
Dalmatian toadflax <i>Linaria dalmatica</i> ssp. <i>dalmatica</i>	Cal-IPC: Moderate CDFA: A NPWMA: 1b	Not present. Recorded in the town of Truckee (Calflora 2020).	Medium; surveillance and eradication of incipient populations
Yellow toadflax <i>Linaria vulgaris</i>	Cal-IPC: Moderate CDFA: None NPWMA: 2	Not present. Recorded in the town of Truckee (Calflora 2020).	Medium; surveillance and eradication of incipient populations
Eurasian watermilfoil <i>Myriophyllum spicatum</i>	Cal-IPC: High CDFA: None NPWMA: None	Possible. One record in Martis Creek Lake (Calflora 2020), which is downstream of Dry Lake.	Medium; surveillance and eradication of incipient populations
Scotch thistle <i>Onopordum acanthium</i>	Cal-IPC: High CDFA: A NPWMA: 1b	Not present. Recorded in the town of Truckee (Calflora 2020).	Medium; surveillance eradication of incipient populations
Himalayan blackberry <i>Rubus armeniacus</i>	Cal-IPC: High CDFA: None NPWMA: 1b	Likely. One record just south of the Ponderosa Golf Course (Calflora 2020).	Medium; surveillance and eradication of incipient populations
Spanish broom <i>Spartium junceum</i>	Cal-IPC: High CDFA: C NPWMA: 1b	Not present. Recorded at the Eastern Regional Landfill approximately 4 miles southwest of the airport (Calflora 2020).	Medium; surveillance and eradication of incipient populations

Species	Invasive Status ¹	Potential to Occur on Open Space Lands	Management Priority and Approach
Low Priority Plant Species			
Poison-hemlock <i>Conium maculatum</i>	Cal-IPC: Moderate CDFA: None NPWMA: None	Not present. Recorded in the town of Truckee (Calflora 2020).	Low; surveillance and monitoring of populations
Tansy mustard <i>Descurainia sophia</i>	Cal-IPC: Limited CDFA: None NPWMA: None	Present. Recorded on Waddle Ranch Preserve (Banchio 2013).	Low; surveillance and monitoring of populations
Rock snot (algae) <i>Didymosphenia geminata</i>	Cal-IPC: None CDFA: None NPWMA: None	Not present. Listed as a species of concern by TRPA, but not recorded in the vicinity of the open space lands.	Low; surveillance and monitoring of populations
Shortpod mustard <i>Hirschfeldia incana</i>	Cal-IPC: Moderate CDFA: None NPWMA: None	Not present. One record from the town of Truckee (Calflora 2020).	Low; surveillance and monitoring of populations
Klamathweed <i>Hypericum perforatum</i>	Cal-IPC: Limited CDFA: C NPWMA: 2	Likely. One record immediately west of Waddle Ranch Preserve; other records in vicinity of Truckee (Calflora 2020).	Low; surveillance and monitoring of populations
Hairy whitetop <i>Lepidium appelianum</i>	Cal-IPC: Limited CDFA: None NPWMA: 1b	Not present. Recorded in the vicinity of the open space lands, including Northstar California and just west of Truckee (Calflora 2020).	Low; surveillance and monitoring of populations
Pennyroyal <i>Mentha pulegium</i>	Cal-IPC: Moderate CDFA: None NPWMA: None	Likely. One record at the north end of Martis Creek Lake, immediately adjacent to Waddle Ranch Preserve (Calflora 2020).	Low; surveillance and monitoring of populations
Eurasian watermilfoil <i>Myriophyllum spicatum</i>	Cal-IPC: High CDFA: None NPWMA: None	Not present. Listed as a species of concern by TRPA, but not recorded in the vicinity of the open space lands.	Low; surveillance and monitoring of populations
Curlyleaf pondweed <i>Potamogeton crispus</i>	Cal-IPC: Moderate CDFA: None NPWMA: None	Not present. Listed as a species of concern by TRPA, but not recorded in the vicinity of the open space lands.	Low; surveillance and monitoring of populations
Sheep sorrel <i>Rumex acetosella</i>	Cal-IPC: Moderate CDFA: None NPWMA: None	Possible. Recorded in Truckee and Martis Peak 7.5-minute USGS quadrangles (Cal-IPC 2020b).	Low; surveillance and monitoring of populations
Russian thistle <i>Salsola tragus</i>	Cal-IPC: Limited CDFA: C NPWMA: 2	Not present. Several records along the Truckee River corridor in the vicinity of the open space lands (Calflora 2020).	Low; surveillance and monitoring of populations
Common tansy <i>Tanacetum vulgare</i>	Cal-IPC: Moderate CDFA: None NPWMA: None	Possible. Recorded in Truckee and Martis Peak 7.5-minute USGS quadrangles (Cal-IPC 2020b).	Low; surveillance and monitoring of populations
Common mullein <i>Verbascum thapsus</i>	Cal-IPC: Limited CDFA: None NPWMA: None	Present. Recorded on Waddle Ranch Preserve (Banchio 2013).	Low; surveillance and monitoring of populations

Source: Banchio 2013; Calflora 2020; Cal-IPC 2020a, 2020b; CDFA 2020; Nevada-Placer WMA 2018; TRPA 2014; USFS 2013.

Notes: Cal-IPC = California Invasive Plant Council; CDFA = California Department of Food and Agriculture; NPWMA = Nevada-Placer Weed Management Area; TRPA = Tahoe Regional Planning Agency; USGS = U.S. Geological Survey.

¹ Cal-IPC ratings:

High – These species have severe ecological impacts on physical processes, plant and animal communities, and vegetation structure. Their reproductive biology and other attributes are conducive to moderate to high rates of dispersal and establishment. Most are widely distributed ecologically.

Moderate – These species have substantial and apparent—but generally not severe—ecological impacts on physical processes, plant and animal communities, and vegetation structure. Their reproductive biology and other attributes are conducive to moderate to high rates of dispersal, though establishment is generally dependent upon ecological disturbance. Ecological amplitude and distribution may range from limited to widespread.

Limited – These species may be invasive, but their ecological impacts are minor on a statewide level or there was not enough information to justify a higher score. Their reproductive biology and other attributes result in low to moderate rates of invasiveness. Ecological amplitude and distribution are generally limited, but these species may be locally persistent and problematic.

None – Not included on the Cal-IPC Inventory of invasive plants.

CDFA ratings:

A – A pest of known economic or environmental detriment and is either not known to be established in California or it is present in a limited distribution that allows for the possibility of eradication or successful containment. A-rated pests are prohibited from entering the state because, by virtue of their rating, they have been placed on the of Plant Health and Pest Prevention Services Director’s list of organisms “detrimental to agriculture” in accordance with the FAC Sections 5261 and 6461. The only exception is for organisms accompanied by an approved CDFA or USDA live organism permit for contained exhibit or research purposes. If found entering or established in the state, A-rated pests are subject to state (or commissioner when acting as a state agent) enforced action involving eradication, quarantine regulation, containment, rejection, or other holding action.

B – A pest of known economic or environmental detriment and, if present in California, it is of limited distribution. B-rated pests are eligible to enter the state if the receiving county has agreed to accept them. If found in the state, they are subject to state endorsed holding action and eradication only to provide for containment, as when found in a nursery. At the discretion of the individual county agricultural commissioner they are subject to eradication, containment, suppression, control, or other holding action.

C – A pest of known economic or environmental detriment and, if present in California, it is usually widespread. C-rated organisms are eligible to enter the state as long as the commodities with which they are associated conform to pest cleanliness standards when found in nursery stock shipments. If found in the state, they are subject to regulations designed to retard spread or to suppress at the discretion of the individual county agricultural commissioner. There is no state enforced action other than providing for pest cleanliness.

None – Not included on the CDFA list of noxious weeds.

NPWMA categories:

1b – Watch for, report, and eradicate immediately. Present in small populations.

2 – Encourage the management/control of populations to prevent further spread. Isolated populations will be targeted for eradication.

None – Not included in the NPWMA priority invasive plant list.

3.3 Cultural Resources

The following discussion is based largely on Lindström’s (2011) *Martis Valley Work Book: A Contextual Overview of Human Land Use and Environmental Conditions*. Martis Valley is renowned for its large number of prehistoric archaeological sites, some of which exhibit relatively unique characteristics as compared to other sites in the region, and is therefore considered to be at least moderately sensitive to regard to heritage resources, with some areas being highly sensitive.

3.3.1 Pre-History

Martis Valley falls within the traditional territory of the Washoe Indians, who regard all “prehistoric” remains and sites within the Martis Valley/Truckee Basin as being associated with their own ancestry. At the time of European contact, the Washoe territory encompassed Lake Tahoe and the upper reaches of the Truckee River. Ethnographic accounts of northern Washoe in the Truckee Basin and Martis Valley are relatively obscure, but Washoe settlements are believed to have existed in Martis Valley, and Washoe populations are well documented

along the Truckee River between Donner Creek and the Little Truckee River, suggesting permanent habitations there (Lindström 2011). The most intensive period of occupation in the region occurred at varying intervals between 4,000 and 500 years ago (Martis Phases during the Early and Middle Archaic, and Early Kings Beach Phase during the Late Archaic). The protohistoric ancestors of the Washoe (Late Kings Beach Phase), also of the Late Archaic times, may date from roughly 500 years ago to historic contact. Limited archaeological evidence provides further support for contact-period occupation in Martis Valley, as marked by the presence of trade beads, late period arrow points, and miscellaneous tools fashioned from historic glass, among other artifacts (Lindström 2011).

In these higher elevations, the Washoe men hunted large game and trapped smaller animals, using tools developed from local basalt. Native cutthroat trout and variety of sucker, chub, and “minnow” species were part of the Washoe diet, especially during annual spring spawning runs and return migrations in the fall. Tributaries such as Martis Creek were favored fishing locations over the rough water of the Truckee River (Lindström 2011). Hundreds of plant species were important to the Washoe throughout their territory, with specific plants and uses outlined by Rucks (2007) for the Martis Valley region (Table 10). There is some evidence that Washoe people deliberately strategically set fires in the forest or valleys and near camps and prime meadow resource catchments, which would have kept fuel loads down.

Upon European contact, the Washoe began trading goods and services to the incoming European population, often in exchange for camping privileges on traditional lands. Although the tribe was not federally recognized until 1936, in 1917 Washoes were awarded small tracts of land in Nevada. The Washoe Tribe filed a case with the Indian Land Claims Commission that was settled in 1970 when they were awarded five million dollars as compensation for their loss of resources and real estate within a traditional territory that may have covered 10,000 miles (Lindström 2011). The Washoe Tribe’s 1994 Comprehensive Land Use Plan (Washoe Tribal Council 1994) includes goals for reestablishing a presence in the Truckee Basin and revitalizing Washoe heritage and cultural knowledge, including the reintroduction of traditional plant gathering practices by the Washoe people (Lindström 2011).

Table 10. Native Plants and Historical Uses by the Washoe Tribe in the Martis Valley Region

Scientific Name	Common Name	Washoe Name	Seasonal/ Medicinal	Food	Construction
<i>Achillea millefolium</i>	yarrow	Wémši	X		
<i>Allium campanulatum</i>	dusky onion	Bošdi	X		
<i>Allium validum</i>	swamp onion	Búye or Puyeli		X	
<i>Amelanchier alnifolia</i> var. <i>pumila</i>	western serviceberry	Šú-wet-k			X
<i>Arctostaphylos patula</i>	greenleaf manzanita	eyéye-e	X		
<i>Balsamorhiza sagittata</i>	arrow-leaf balsam root	Šú'gilá-ci'	X		
<i>Camassia quamash</i>	small camas	Sésmi		X	
<i>Fragaria virginiana</i>	mountain strawberry	Ma alanji	X		
<i>Heracleum maximum</i>	cow parsnip	K'ómho	X		
<i>Lilium parvum</i>	Sierra tiger lily	Silá'twhu	X		
<i>Lupinus polyphyllus</i>	bigleaf lupine	Wadasa or Wa		X	
<i>Mentzelia dispersa</i>	bushy blazing star	Dáhal		X	
<i>Nasturtium officinale</i>	water cress	Ulipántza	X		
<i>Paeonia brownii</i>	mountain peony	Tuyá'g-mhu	X		
<i>Perideridia</i> spp.	yampah	Déguš		X	
<i>Pteridium aquilinum</i> var. <i>pubescens</i>	bracken fern	Megé-eš			X
<i>Ribes roezelii</i>	Sierra gooseberry	Séw-t yá'g-l	X		
<i>Rosa woodsii</i> var. <i>ultramontana</i>	interior rose	Pećumeli	X		X
<i>Triteleia hyacinthina</i>	white brodiaea	Ma-hal	X		
<i>Typha latifolia</i>	broadleaf cattail	Mahatálal	X		X
<i>Veratrum californicum</i> var. <i>californicum</i>	California corn lily	Badópo	X		
<i>Wyethia mollis</i>	soft mule's ear	Šú'gil		X	

Source: Rucks 2007

3.3.2 Recent History

In the mid-1800s the first emigrants crossed the Sierra Nevada through Martis Valley and built the first transcontinental railroad, beginning a long period of extensive anthropogenic disturbance in the watershed. It was this period between 1863 and 1867 that transformed the Truckee Basin from a wilderness into a major frontier “urban” center. Over the course of the next 50 years (1860s-1920s), the watershed witnessed episodes of logging, mining, ranching, and residential and recreational land development. Recreational and residential development continues today.

A short-lived flurry of mining activity was staged in Martis Valley in 1863, with a number of small mining towns established along Middle Martis Creek between Martis Valley and Brockway Summit. A number of tunnels and shafts were excavated during this time, but the effort proved unsuccessful and the towns were abandoned within a year. The District’s Jones Property includes the site of the abandoned Elizabethtown, a short-lived mining encampment located near several springs, just upslope from Middle Martis Creek. Mining pits and tunnels continued to be excavated on an exploratory basis, and alluvial deposits near the Airport in Martis Valley were mined hydraulically through ground sluicing or shallow placer mining. Hydraulic mining in the Martis Valley alluvium and glacial outwash likely mobilized a tremendous amount of sediment, completely and fundamentally altering the mined corridors as the modern-day hydrologic regime is not likely sufficient to transport or rework the displaced cobbles and boulders.

During the period from 1860 to 1930, the rich meadowlands of Martis Valley became a center of cattle and sheep operations. The most intense grazing occurred during the 1920s and 1930s and declined by the 1960s. Over-grazing in many wetlands, meadows, and on forest floors during the first half of the 20th century has produced lasting changes in communities of grasses, forbs and shrubs (McKelvey and Johnston 1992), converting grass and herb-covered meadows to areas of upland sagebrush (Leiberg, 1902). Ranchers in the Martis Valley operated in-stream diversions for irrigation which may have accumulated significant sediment in time and when destroyed by rancher or flood, resulted in downstream sedimentation and/or aggradation. Evidence of diversions is notable on the Waddle Ranch Property where East Martis Creek enters Martis Valley.

Truckee was a major timber center with over 18 sawmills operating in the Truckee area during the late 19th Century (including Schaeffer’s Mills, Richardson Brothers, David Smith Mill, School’s Mill, and Davies Mill in the Martis Watershed) with a growing network of railroads, roads, trails, flumes, and chutes to support operations. The logging practices of the late-1800s and early-1900s relied heavily on water to transport timber cut in the upper watershed to mills located downstream. Log chutes— shallow trenches lined by cut and greased logs—were typically cut into hill sides or along creek bottoms to transport logs to the mills from areas where they were logged. Historic timber harvesting methods resulted in a complete change of the structure and composition of the modern forest in the watershed. On the Waddle Ranch Property in both the Dry Lake and East Martis Creek watersheds, stream channels were heavily modified or diverted to chutes and flumes and miles of historic and modern logging haul roads and skid trails have likely been a significant source of sediment in the watershed.

By the 20th century, Martis Valley became increasingly developed for seasonal recreation and a year-round residential population. Timber practices continued using modern-day technologies, with additional and extensive road building to support industry. The Truckee-Tahoe airfield was completed in 1929 with improvements in the 1950s and 1960s.

3.4 Hazards

This section briefly summarizes the main hazards potentially seen on the District open space lands, including wildfire, flooding, and hazards related to the nearby operation of the airport.

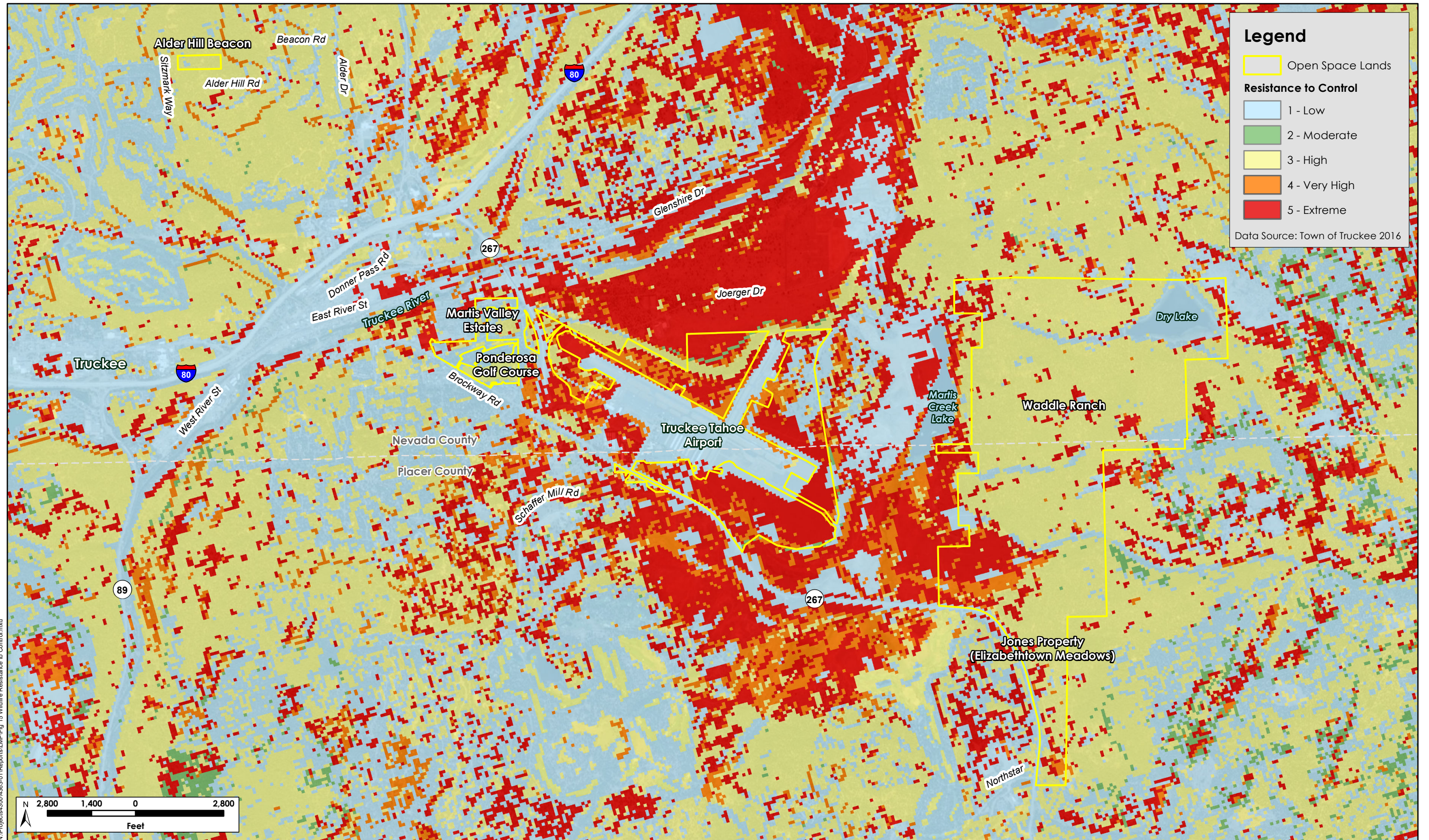
3.4.1 Wildfire

As described above, only one small wildfire has occurred on the District open space lands since 1928, and consequently, the forest stands are moderately to excessively dense. The forests are increasingly dominated by white fir, which is more susceptible to wildfire than species that more typically comprise Eastside pine forests (e.g., Jeffrey and ponderosa pine). Additionally, predicted climate change is likely to exacerbate existing conditions. In general, a transition to persistently drier conditions as the result of climate change is anticipated in the western U.S. by 2100 (Running 2006). Since 1986, earlier snowmelt has resulted in a longer fire season and lower soil moisture, contributing to the increase in fire activity in both managed and unmanaged forests (Westerling et al. 2006). Given that most of the District open space lands have gone over 100 years without a significant wildfire, the density of its forests, the increasing prevalence of white fir, and its susceptibility to climate-change driven increases in aridity, the risk of wildfire is high.

Wildfire behavior and potential wildfire risk was specifically analyzed by the Truckee Fire Protection District in its Community Wildfire Protection Plan (CWPP) (Truckee Fire Protection District 2016). Fire behavior modeling focused on estimating a wildfire's Resistance to Control (RTC), which then informed an assessment of risk and the potential hazards to the Town posed by wildfire. The estimation of RTC was based on the following parameters:

1. flame length: used to determine suppression tactics based on how close a person can get to the fire (flame lengths greater than 4 feet are very difficult to control)
2. rate of spread: used to determine fire spread, direction, and to develop triggers points for decisions
3. fire type: based on the flame length and availability of ladder fuels, the fire can be a surface, torching, or actively crowning wildfire

Results indicated that coniferous forests on the District open space lands would exhibit "High" to "Very High" RTC (Figure 15). Interpretation of this RTC indicates that fire may present serious control problems; suppression and control efforts at the fire head will likely be ineffective; and crowning, spotting, and major fire runs are probable.



N:\Projects\4300\4363-01\Reports\LMP\Fig 15 Wildfire Resistance to Control.mxd

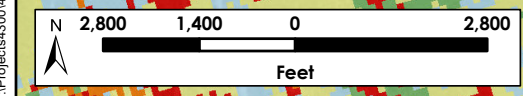


Figure 15. Wildfire Resistance to Control
Truckee Tahoe Airport District Land Management Plan (4363-01)
September 2020

Additional information for characterizing the wildfire risk on the District open space lands is presented in *Aids to Determining Fuel Models for Estimating Fire Behavior* (Anderson 1982). Using Fuel Model 2 for estimating fire behavior of a hypothetical wildfire originating on the open space lands, and assuming typical, severe fire weather conditions (15% slope, dry fuels, and average wind speed of 40 miles per hour), modeling conducted for the CWPP predicted flame lengths of 33.6 feet, rate of spread of 1,449 feet per minute, and scorch height (i.e., the height at which needles on a conifer survive a fire) of 205.1 feet.

These predictions, coupled with the modeled RTC described above, are indicative of the potential for extreme wildfire behavior and risk, which could result in flame lengths roughly one-half to one-third the size of a typical tree on the open space lands, nearly 100% needle scorch on all trees, and aggressive spread of wildfire from the open space lands to the Town of Truckee or nearby areas (e.g., Glenshire) within 5 to 10 minutes under realistic, severe fire weather conditions.

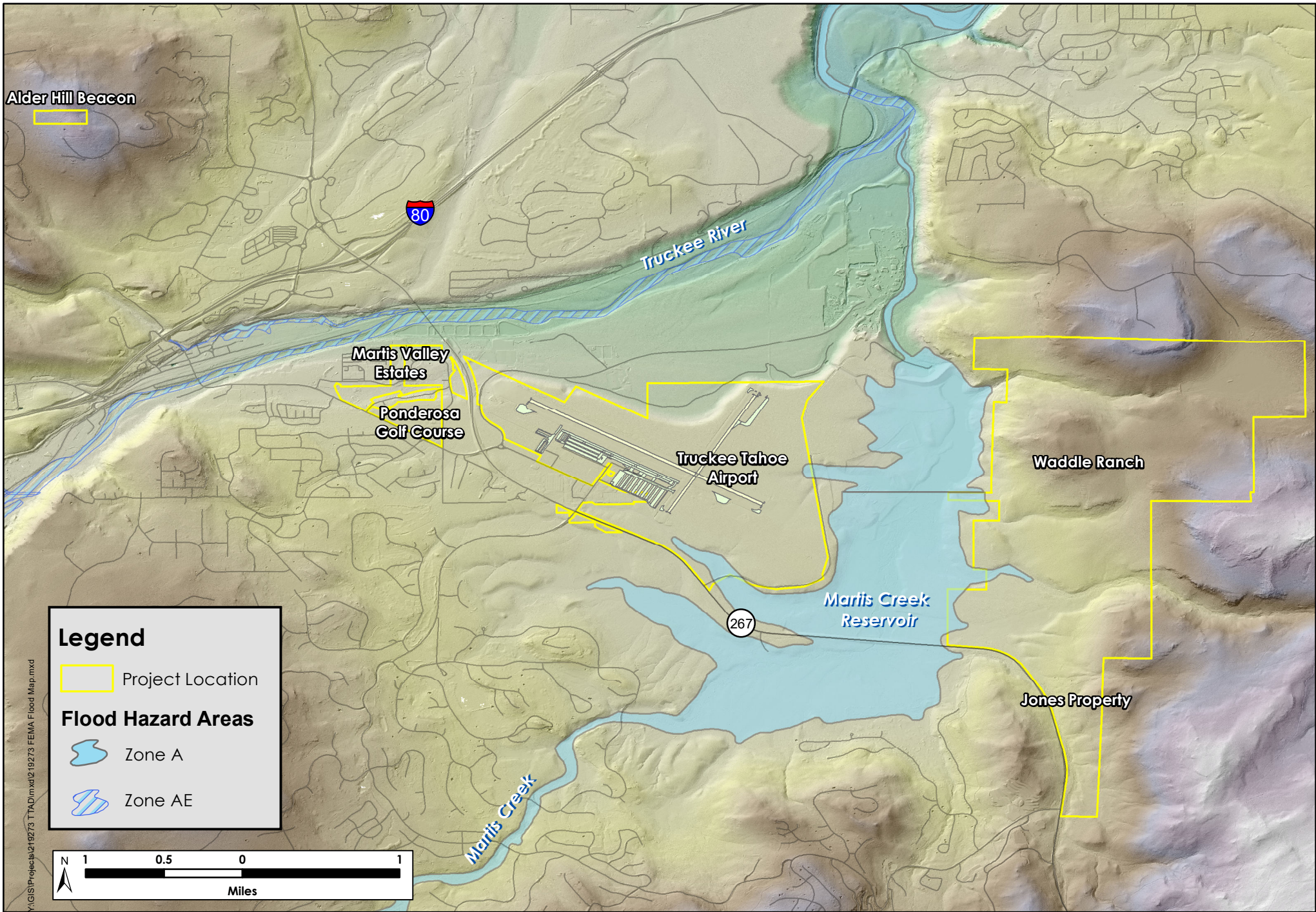
3.4.2 Floods

The currently-effective Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps for the District open space lands show a Special Flood Hazard Area (SFHA) Zone A for Mainstem Martis Creek and Zone AE mapping for the Truckee River (Figure 16). Zone A mapping along Martis Creek indicates the extent of a 1% annual chance (100-year) flood; however, a detailed flood study that uses a hydraulic model to determine extents and base flood elevations (BFEs) for the 100-year flood was not performed. The area mapped within Zone A includes the emergency storage extents that could be impounded by Martis Dam up to the height of the spillway elevation at 5,853 feet. Zone AE mapping along the Truckee River indicates that a detailed flood study was performed which used hydraulic modeling to determine the extents of a 1% annual chance flood and BFEs.

Although not mapped by FEMA, additional flood hazards exist on the Waddle Ranch and Jones Property especially along Middle Martis Creek, East Martis Creek, and Dry Creek. High flows are likely to overtop the channel banks of these creeks, particularly in less confined reaches (e.g., alluvial fans). Flood hazards also exist near the Truckee Tahoe Airport and Ponderosa Golf Course parcels where a mix of stormwater runoff from impervious surfaces and natural runoff have the potential to cause minor flooding.

3.4.3 Geologic Hazards

Earthquakes and landslides pose the two most prominent geologic hazards on the District open space lands. The recently discovered right-lateral, strike-slip Polaris Fault represents the most significant seismic hazard due its proximity to the District open space lands and maximum earthquake magnitude potential of 6.4 to 6.9 on the Richter scale (Hunter et al. 2011). The Polaris Fault is a north-south trending fault that runs for approximately 22 miles with one lineament (i.e., linear feature on the surface) located between the spillway and the dam embankment of the Martis Creek Reservoir (Figure 6). Paleo seismic trenching along the fault has shown recent movement of Late Quaternary to Holocene-aged deposits (Hunter et al. 2018). Other regional faults pose additional seismic hazards, but due to their smaller rupture length, slower slip rate, or increased distance from the District open space lands, they do not present the same seismic risk as the Polaris Fault.



X:\GIS\Projects\219273 TTAD\Dimxd\219273 FEMA Flood Map.mxd



H. T. HARVEY & ASSOCIATES
Ecological Consultants



Balance Hydrologics™

Figure 16. FEMA-mapped Special Flood Hazard Areas
Truckee Tahoe Airport District Land Management Plan (4363-01)

August 2020

Several Holocene- to Pleistocene-aged landslide complexes exist on and around the Waddle Ranch parcel. Typically, these occur along the contact between the Dry Lake volcanic flows and alluvial fan deposits (Saucedo 2005). Due to the proximity of the landslides to the Polaris Fault, it is likely that movement along the landslides coincides with the timing of rupture along the fault.

3.4.4 Airport Operations

In addition to the natural hazards described above, the presence of the airport itself poses a potential risk to the open space lands and the surrounding communities. Aircraft accidents, incidents, and excursions off the runway or taxiway can pose significant threat to surrounding private property or to the open space lands. The potential energy associated with an aircraft operation is significant. Destruction of property by mechanical means, fire, hazardous materials, and bio hazard are some of the threats present near an airport operations area.

3.5 Land Use and Management

This section summarizes the existing land uses on the District property and adjacent lands; describes the recreational uses on the District open space lands; presents the status of roads on the open space lands; and describes the forestry and fuel management practices.

3.5.1 Recreational Uses

Existing recreational uses in the District open space lands include a golf course, hiking and bicycling trails, and a glider park. The designation of certain District property as open space lands prevents development of new noise sensitive land uses surrounding the airport and allows for community investment in open space development. This approach has proved to be successful and popular with visitors who may not use the airport for aviation-related purposes (District 2015).

Ponderosa Golf Course. Ponderosa Golf Course was purchased by the District in 2008, with the understanding that the property would be used for recreational purposes and remain untouched by residential and commercial development (Truckee Donner Recreation and Park District 2020). The Truckee Donner Recreation and Park District maintains and manages the course under a lease agreement with the District. The 9-hole course also includes chipping and putting practice greens, driving nets, a pro shop, and a snack bar.

Existing Trails and Bikeways. The District open space lands and the adjacent areas contain paved and unpaved trails that provide opportunities for recreation such as hiking, bicycling, and trail running. The 1,462-acre Waddle Ranch Preserve contains approximately 7 miles of trails, and holds scenic, open space, and non-motorized recreational values for the public. Since 2007, enhancements made for recreational use have included an expanded trailhead at the main access point to the property, interpretative signage, and new trails. Visitors can hike from Waddle Ranch Preserve to the Tahoe National Forest, MCLNRA, and Mount Rose Wilderness (Northern Sierra Partnership 2020). One of the management goals for the Waddle Ranch Preserve forests is to provide open space and recreational opportunities for local residents and tourists (Banchio 2013). The other goals, which focus on sustainable forest management, are consistent with the goal regarding recreation by

ensuring a forested “feel” and ambience of the trails in the Waddle Ranch Preserve through protection of trail alignment and forest stand aesthetics in coordination with fuels reduction treatment.

The Elizabethtown Meadows Trail passes through the Jones Property, connecting the southern end of Waddle Ranch Preserve with Northstar. This trail is popular with hikers, trail runners, and mountain bikers (Truckee Trails Foundation 2019). Martis Valley Estates, which is located immediately north of Ponderosa Golf Course, contains a maintained dirt road that is utilized by the neighboring community as a walking and biking trail. Alder Hill Beacon, which is located between the Tahoe Donner and Prosser Lake Heights residential communities, contains dirt roads and trails that are utilized by residents to move between the two communities. Additional trails and bikeways are proposed by the District and other entities to provide connectivity on a regional scale.

The Truckee Tahoe Airport Trails Master Plan directly addresses opportunities for non-motorized trails on the District open space lands (District 2016). The District has a four-phase plan to develop a loop trail system around the airport, including connections to River View Sports Park, Truckee River Legacy Trail, and the proposed Martis Valley Regional Trail (District 2016). This proposed trail would begin adjacent to the airport at the intersection of SR 267 and Airport Road, and would meander through Martis Valley to Northstar and ultimately to Lake Tahoe.

The Waddle Ranch Preserve and Elizabethtown Meadows Trails and Signage Master Plan (Truckee Donner Land Trust 2013) describes a new network of trails for non-motorized recreation and travel at Waddle Ranch Preserve and Elizabethtown Meadows. The network will be designed to manage increased public use and minimize trail user disturbance in sensitive areas. The trails will allow entry to Waddle Ranch Preserve, discourage access to Dry Lake, and provide connectivity to adjacent trail networks.

The plans from local entities that address trails and bikeways in the vicinity of the District open space lands include the Nevada County Bicycle Master Plan (Nevada County Transportation Commission 2016), Town of Truckee Trails and Bikeways Master Plan (Town of Truckee 2015a), Placer County Regional Bikeway Plan (Placer County 2018), Joerger Ranch Specific Plan (Town of Truckee 2015b), and the Martis Valley Community Plan (Placer County 2003).

The Nevada County Bicycle Master Plan (Nevada County Transportation Commission 2016) calls for multi-use shoulders along rural roadways and state highways to improve conditions for bicycling. It is a countywide coordinating and resource document that focuses on developing a complete countywide network of bikeways. This plan incorporated the Town of Truckee Trails and Bikeways Master Plan (Town of Truckee 2015a), which calls for a complete and connected network that will allow residents, visitors, and workers to recreate and travel year-round on bikeways, walkways, and dirt trails. The network is intended to access open space in a way that respects the natural environment while showcasing areas of natural beauty. It proposes a Class II bike lane along portions of SR 267 and Brockway Road, and a dirt trail along Alder Hill Road, which are adjacent to the District open space lands.

The Placer County Regional Bikeway Plan (Placer County 2018) speaks to the need for a regional system of bikeways for transportation and recreation purposes. It proposes a bike lane and a shared use path/side path on a portion of SR 267 adjacent to the District open space lands.

The Joerger Ranch Specific Plan (Town of Truckee 2015a) contains provisions for a coordinated pedestrian and bicycle network within the planned community and greater Truckee area, including linkage to future connections to the Truckee River Regional Park, Truckee River Legacy Trail, River View Sports Park, and Martis Valley Regional Trail. The Joerger Ranch Specific Plan's Class 1 bike paths also provide critical connectivity to the airport.

The Martis Valley Community Plan (2003) calls for the development of a system of interconnected hiking, riding, and bicycling trails and paths suitable for active recreation, including a soft surface trail between the airport and Martis Creek Lake.

Additionally, the Martis Creek Lake and Dam Master Plan Update (USACE 2016) includes development and maintenance of trails, and the Truckee Donner Recreation and Parks District Strategic Plan (2014) articulates support for trails. The Martis Valley Trail EIR (Northstar Community Services District 2012) describes the proposed Martis Valley Regional Trail that would begin at the intersection of SR 267 and Airport Road, meandering through Martis Valley along the highway and ultimately connecting with other regional trails above the Village at Northstar.

Glider Park. Non-motorized recreational activities at the airport consists mostly of glider flights. Eighty acres of land are dedicated to glider operations near the approach end of Runway 20 (the northeast facing runway). Glider activity at the airport has remained relatively constant, and is assumed to continue at approximately 5,000 flights per year (District 2015). There is also a primitive campground adjacent to the glider park, and a commercial skydiving business that operates out of the airport.

3.5.2 Roads

Nearly all the historical and current land uses on the District open space lands require roads and the maintenance of a functioning road system is critical for wildfire suppression and public safety. While functioning roads are a necessary component of the open space lands, some historical roads have been abandoned and are no longer regularly maintained; at the same time, additional roads have been added for recreational use or for access. Unmaintained roads, and the increase in the length of roads potentially expands the surface water network by providing more road surfaces and abandoned roads that can capture and channelize overland runoff, which can more efficiently transport runoff and sediment directly to streams. Figure 17 shows the locations of primary roads on the District open space lands.

In order to highlight existing and abandoned roads where drainage capture may be a mechanism for increased erosion and sediment delivery, LiDAR-based topographic data were obtained from the USFS Tahoe National Forest and used to establish a "flow accumulation" grid. For this analysis, each raster cell is compared to the eight adjacent cells to establish the greatest difference between cells and the resultant flow direction to and from each cell. The flow accumulation is equal to the cumulative number of cells that flow toward a particular

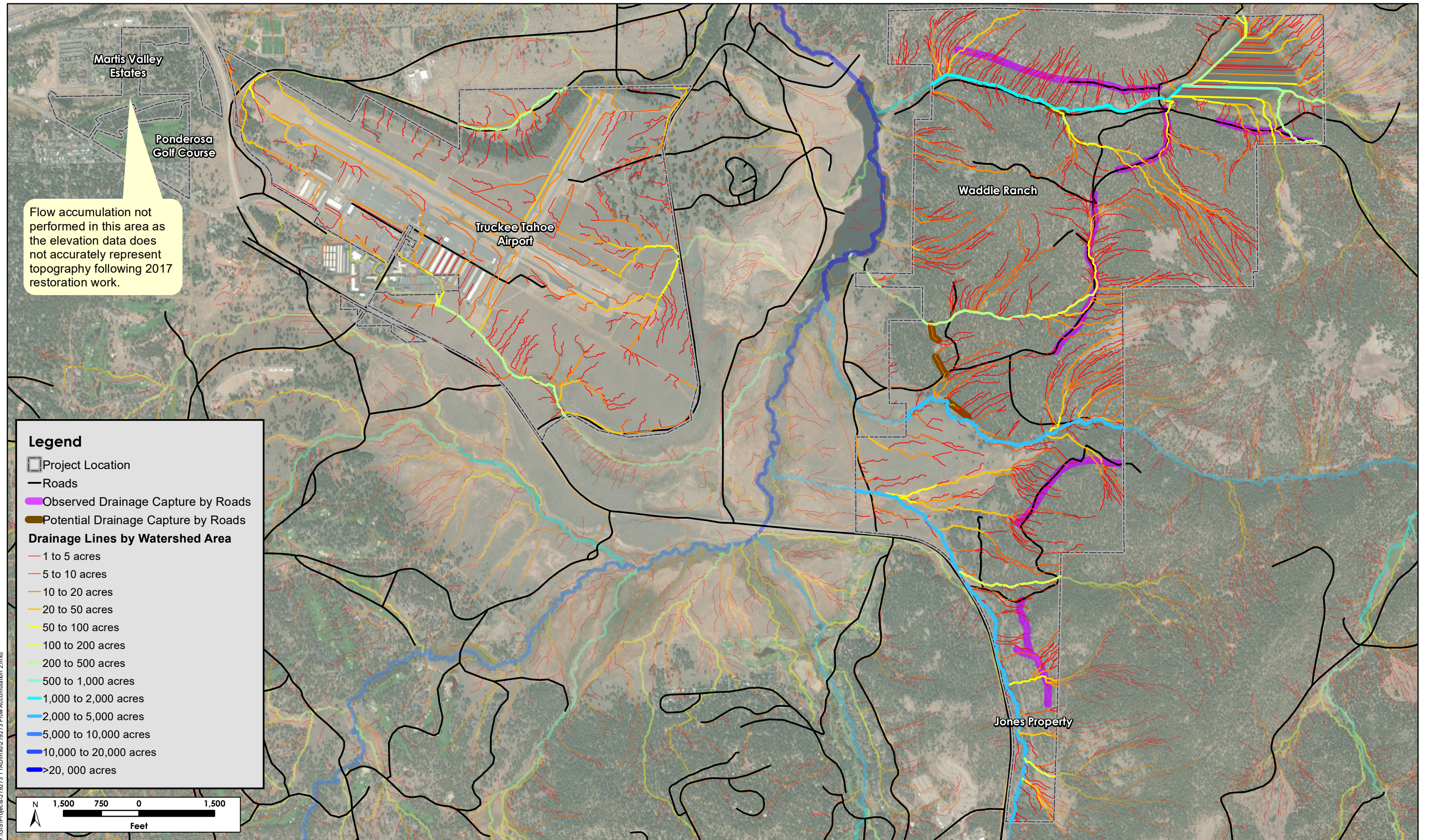


Figure 17. Flow Accumulation and Road Network in the Plan Area

Truckee Tahoe Airport District Land Management Plan (4363-01)

August 2020

cell. When multiplied by the area of each cell, the flow accumulation grid represents the watershed area contributing to every point in the study area, providing an initial indication of the magnitude of runoff that can be expected at each of those points. Because this analysis includes a high-resolution spatial component, it allows for the development of the "flow accumulation" drainage pathways where surface runoff is likely to concentrate during storm events (Figure 17). Observations at similar elevations and in similar soil types in the region indicate that a watershed area of approximately 1 acre is generally sufficient for generating runoff during peak storm or snowmelt episodes.

The analysis presented in Figure 17 shows road segments where historical disturbance has led to flow capture at Waddle Ranch and on the Jones Property, as well as additional areas where the topographic analysis indicates that historical stream capture may have taken place. In each of these areas, additional field investigations are warranted to evaluate the presence and/or severity of drainage capture or erosion issues.

3.5.3 Forestry and Fuels Management

Since 2009, forests on the open space lands have been treated to enhance forest health and reduce hazardous fuels, primarily on Waddle Ranch. Though all treatment prescriptions supported these two objectives, the strategies and methodologies differed based on topographical position, resource sensitivity, site features, and sawlog market conditions (Figure 18 and Table 11).

In general, treatments targeted suppressed and intermediate trees for removal to reduce competition, and the largest and healthiest conifer phenotypes were retained. Through this process of selective thinning, fire resiliency was increased and larger trees typically associated with late seral stand conditions were kept in place. Surface fuels were altered such that native shrubs were retained in a mosaic fashion, occupying openings away from overstory conifer dripline. Approximately 10–20% of the native shrub component was retained to provide wildlife habitat. Embedded dead and downed woody debris was also retained for this purpose. Snags greater than 16 inches diameter at breast height (dbh) were retained at a rate of no less than 2 per acre where they existed in the preharvest stand. Cumulatively, this prescription created a general discontinuity of horizontal and vertical forest fuels such that the anticipated flame length, rate of spread, and intensity of wildfire was reduced.

This treatment prescription was implemented using a variety of methodologies. During periods of suitable pine sawlog markets, biomass removal was utilized to remove targeted trees. With this methodology, trees were mechanically cut and skid in whole-tree length to the landing for processing into small logs and tree chips. Each product was removed from the site to an off-site processing facility. This methodology was preferred as it removed potentially hazardous fuels from the site, but is only feasible when the pine sawlog market is viable.

During periods of a weak sawlog market, the treatment prescription was implemented using mechanical mastication. With this method, trees that were 12 inches dbh or less, shrubs, and downed woody debris were masticated in place and the resulting wood chips were broadcast on the ground. This method achieves similar thinning action to biomass removal, yet more trees are retained because mastication of trees with a dbh greater than 12 inches is not feasible. Mastication also does not remove the targeted vegetation but rather rearranges it on the ground.

N:\Projects\4300\4363-01\Reports\LMP\Fig 18 Fuels Treatment Units in Plan Area.mxd

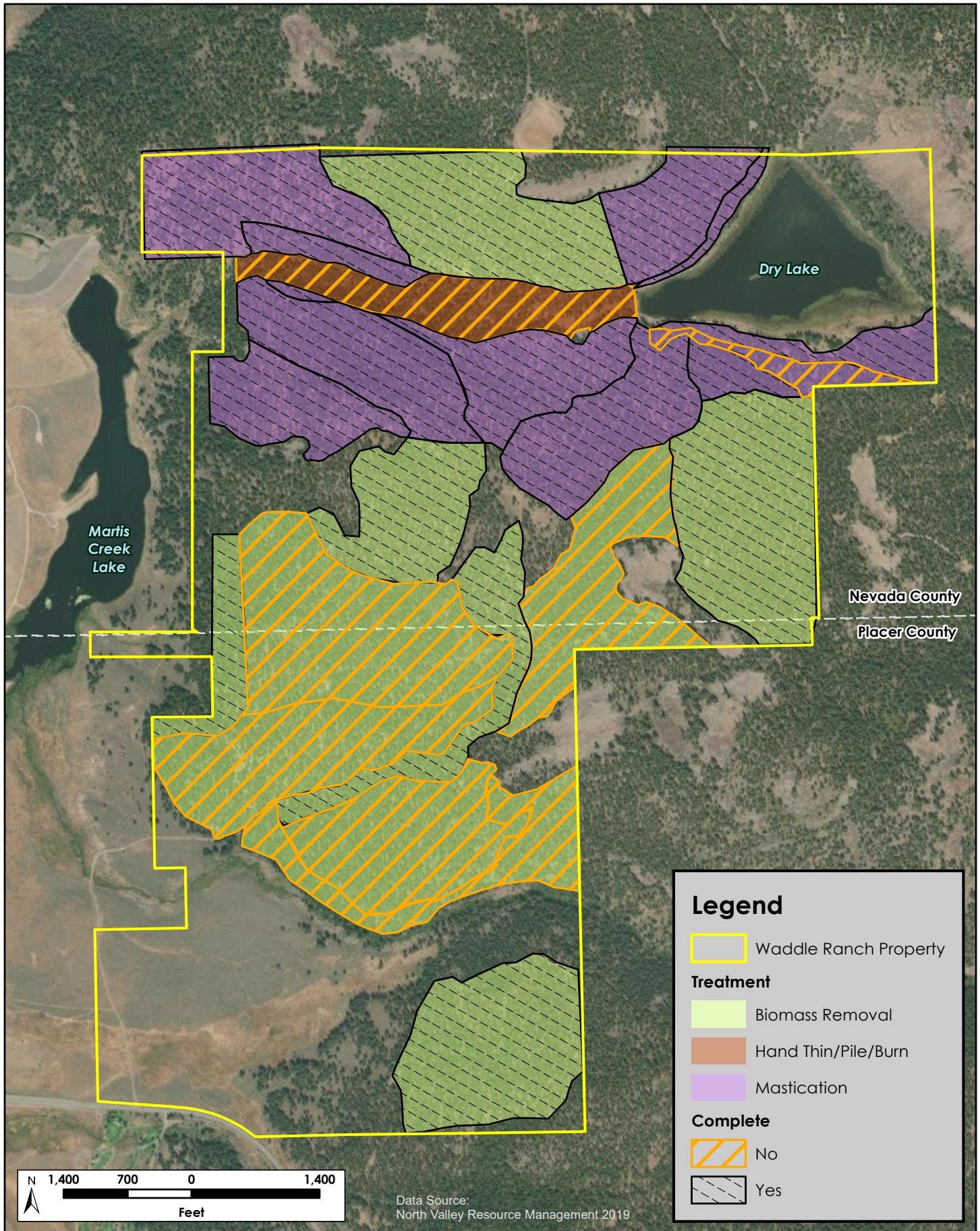


Table 11. Fuels Treatments in the Plan Area 2009–2020

Unit #	Treatment Method	Acres	Complete	Implementation Year	Cost
1	Biomass Removal	73.1	Yes	2009	\$118,860.60
2	Biomass Removal	86.8	Yes	2009	\$141,136.80
3	Biomass Removal	46.4	Yes	2009	\$75,446.40
4	Biomass Removal	20.2	Yes	2009	\$32,845.20
5	Biomass Removal	71.1	Yes	2009*	\$115,608.60
6	Biomass Removal	35.4	Yes	2010	\$63,720.00
7	Mastication	48.7	Yes	2011	\$87,660.00
8a	Mastication	40.4	Yes	2015	\$67,670.00
8b	Mastication	1.5	Yes	2015	\$2,512.50
8c	Mastication	49.9	Yes	2015	\$89,820.00
9a	Biomass Removal	66.7	No	2019	\$120,060.00
9b	Biomass Removal	96.4	No	2020	TBD
10	Biomass Removal	61.0	No	2020	TBD
11a	Mastication	33.2	Yes	2014	\$27,888.00
11b	Mastication	5.4	Yes	2014	\$4,536.00
11c	Mastication	18.5	Yes	2014	\$15,447.50
11d	Mastication	10.3	Yes	2014	\$8,600.50
11e	Mastication	11.3	No	2021	TBD
12a	Biomass Removal	59.2	Yes	2020*	\$106,560.00
12b	Biomass Removal	37.7	No	2020	TBD
13	Hand Thin/Pile/Burn	45.3	Yes	2016	\$177,928.00
14	Mastication	58.7	Yes	2015	\$105,660.00
15	Mastication	35.3	Yes	2016	\$63,540.00
16	Biomass Removal	98.1	Yes	2012	\$147,000.00
17	Mastication	13.8	Yes	2018	\$24,840.00

*Unit previously treated, will be treated again during 2020 TBD = to be determined

In sensitive areas where regulatory constraints or best management practices exclude equipment use, hand thinning was utilized to implement the treatment prescription. This method targets trees with a dbh of 10 inches or less for removal through hand cutting methods. The resulting slash material is either hand fed into a chipper, or lopped and scattered along the ground to a height of less than 9 inches. To date, the Dry Creek drainage is the sole area that has received treatment through hand-thinning methods. All other areas were otherwise accessible to equipment for biomass removal or mechanical mastication.

In addition to prior treatments summarized in Table 11, treatment of approximately 273 acres of the District open space lands is planned in 2020 as part of the larger Glenshire to Brockway Fuel Break project. This fuel break is supported through CAL FIRE's California Climate Investment funding, and includes thinning and other fuels treatments on private, federal, and local agency land between the Glenshire and Brockway Summit areas east of SR 267.

Section 4.0 Regulatory Setting

This section describes applicable federal, state, and local regulations and plans that potentially apply to the District's management of its open space lands.

4.1 Federal

4.1.1 Federal Aviation Administration

Aircraft collisions with birds and other wildlife are a serious economic and public safety concern. The U.S. Department of Transportation, Federal Aviation Administration (FAA) provides guidance on land uses that have the potential to attract hazardous wildlife on or near airports. Land cover types and activities on or near airports that potentially attract hazardous wildlife include waste disposal operations, water management facilities, wetlands, dredge spoil contaminant areas, agricultural activities, recreational activities (e.g., golf courses, hunting), and landscaping. Other hazardous wildlife attractants include roosting habitat on trees and buildings.

- FAA Advisory Circular 150/5200-33B, *Hazardous Wildlife Attractants On or Near Airports*—provides guidance on types of attractants to be avoided.
- Federal Aviation Regulations (FAR) Part 77, *Safe, Efficient Use, and Preservation of the Navigable Airspace*—provides standards regarding FAA notification of proposed objects and height limits of objects near airports.
- FAA Advisory Circular 150/5300-13, *Airport Design*—provides standards regarding safety-related areas in the immediate vicinity of runways.

4.1.2 Federal Endangered Species Act

The federal Endangered Species Act (FESA) of 1973, and subsequent amendments, provides regulations for the conservation of endangered and threatened species and the ecosystems on which they depend. The U.S. Fish and Wildlife Service (USFWS) (with jurisdiction over plants, wildlife, and resident fish) and National Marine Fisheries Service (NMFS) (with jurisdiction over anadromous fish and marine fish and mammals) oversee the implementation of the FESA. Section 7 mandates all federal agencies to consult with USFWS and NMFS if they determine that a proposed action or project may affect a listed species or its habitat. Under Section 7, the federal lead agency must obtain incidental take authorization or a letter of concurrence stating that the proposed project is not likely to adversely affect federally listed species.

Section 9 prohibits the take of any fish or wildlife species listed as endangered, including the destruction of habitat that prevents the species' recovery. *Take* is defined as any action or attempt to hunt, harm, harass, pursue, shoot, wound, capture, kill, trap, or collect a species. Section 9 prohibitions also apply to threatened species unless a special rule has been defined with regard to take at the time of listing. Under Section 9, the take

prohibition applies only to wildlife and fish species; however, it prohibits the unlawful removal and possession, or malicious damage or destruction, of any endangered plant on federal land. Section 9 prohibits acts to remove, cut, dig up, damage, or destroy an endangered plant species in nonfederal areas in knowing violation of any state law or in the course of criminal trespass.

4.1.3 Bald and Golden Eagle Protection Act

The Bald and Golden Eagle Protection Act (16 United States Code [USC] 668–668c) was enacted in 1940 and prohibits the "taking" of bald or golden eagles, including their parts (e.g., feathers), nests, or eggs without a permit from the Secretary of the Interior. This regulation provides criminal penalties for persons who "take, possess, sell, purchase, barter, offer to sell, purchase or barter, transport, export or import, at any time or any manner, any bald eagle ... [or any golden eagle], alive or dead, or any part, nest, or egg thereof."

4.1.4 Migratory Bird Treaty Act

The federal Migratory Bird Treaty Act (MBTA), 16 U.S.C. Section 703, prohibits killing, possessing, or trading of migratory birds except in accordance with regulations prescribed by the Secretary of the Interior. The MBTA protects whole birds, parts of birds, and bird eggs and nests, and it prohibits the possession of all nests of protected bird species whether they are active or inactive. An active nest is defined as having eggs or young, as described by the USFWS in its June 14, 2018 memorandum "Destruction and Relocation of Migratory Bird Nest Contents". Nest starts (nests that are under construction and do not yet contain eggs) and inactive nests are not protected from destruction.

In its June 14, 2018 memorandum, the USFWS clarified that the destruction of an active nest "while conducting any activity where the intent of the action is not to kill migratory birds or destroy their nests or contents" is not prohibited by the MBTA. On February 3, 2020, the USFWS published a proposed rule to codify the scope of the MBTA as it applies to activities resulting in the injury or death of migratory birds (85 FR 5915-5926); the USFWS is currently considering comments on the proposed rule.

4.1.5 Clean Water Act Section 404

The Clean Water Act (CWA) (33 USC 1344) addresses the issue of managing developments to improve, safeguard, and restore the quality of the nation's waters, including coastal waters, and to protect the natural resources and existing beneficial uses of those waters. Section 404 of the CWA requires authorization for discharge of dredged or fill material into a wetland or other navigable water of the United States; USACE issues this permit. USACE may issue either an individual permit evaluated on a case-by-case basis or a nationwide permit, which covers particular fill activities and specifies the particular conditions that must be met for a nationwide permit to apply. CWA Section 404 requires compliance with several other environmental laws and regulations. USACE cannot issue an individual permit or verify the use of a nationwide permit until the requirements of the National Environmental Policy Act (NEPA), FESA, and the National Historic Preservation Act (NHPA) have been met. In addition, the USACE cannot issue or verify any permit until a water quality

certification or a waiver of certification has been issued pursuant to CWA Section 401. The District open space lands fall within the jurisdiction of the Sacramento USACE District.

4.1.6 Section 106 of the National Historic Preservation Act

The NHPA of 1966, as amended (54 USC 300101), sets forth national policy and procedures regarding cultural resources. Section 106 requires that every federal agency "take into account" how each of its undertakings could affect historic properties. Historic properties are districts, sites, buildings, structures, traditional cultural properties, and objects significant in American history, architecture, engineering, and culture that are included in or eligible for inclusion in the National Register of Historic Places (NRHP). To determine whether an undertaking could affect historic properties, cultural resources must be inventoried and evaluated for listing in the NRHP. If historic properties are determined to be present in the Area of Potential Effects (APE) for a proposed project, and implementation of the project would result in adverse effects on those properties, the federal agency is required to consult with the State Historic Preservation Officer (SHPO) and the Advisory Council on Historic Preservation to develop measures to resolve the adverse effects.

4.1.7 Executive Order 11990: Protection of Wetlands

Executive Order 11990, signed May 24, 1977, directs all federal agencies to refrain from assisting in or giving financial support to proposed actions that encroach on publicly or privately owned wetlands. It also requires that federal agencies support a policy to minimize the destruction, loss, or degradation of wetlands. A proposed action that encroaches on wetlands may not be undertaken unless the applicable federal agency has determined that: (1) there are no practicable alternatives to such construction; (2) the proposed action includes all practicable measures to minimize harm to wetlands that would be affected by its implementation; and (3) the impact will be minor.

4.1.8 Executive Order 13112: Prevention and Control of Invasive Species

Executive Order 13112, signed February 3, 1999, directs all federal agencies to prevent and control the introduction of invasive species in a cost-effective and environmentally sound manner. The Executive Order established the National Invasive Species Council (NISC), which is composed of federal agencies and departments and a supporting Invasive Species Advisory Committee composed of state, local, and private entities. In July 2016, NISC published an updated national invasive species management plan that recommends objectives and measures to implement the Executive Order and to prevent the introduction and spread of invasive species. The Executive Order requires consideration of invasive species in NEPA analyses, including their identification and distribution, their potential impacts, and measures to prevent or eradicate them.

4.2 State

4.2.1 CEQA

The California Environmental Quality Act (CEQA) serves as the regulatory framework through which California public agencies assess, disclose, and mitigate significant environmental impacts. If implementation

of a project has the potential to result in significant impacts (as defined under CEQA thresholds of significance), the lead agency is required to prepare an Initial Study/Mitigated Negative Declaration (IS/MND) or an Environmental Impact Report (EIR) to fully analyze those impacts. The ultimate determination regarding the type of CEQA documentation is based on an evaluation of all potential project impacts. The scope of a CEQA impact analysis is defined in Appendix G of the California CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, Sections 15000–15387) and includes an analysis of a project’s environmental impacts on multiple resource areas, including air quality and noise, cultural resources, hydrology and water quality, biological resources, public facilities, geology and soils, hazards and hazardous materials, transportation, and other topics. CEQA additionally requires that projects located within an airport influence area be evaluated to determine whether or not they would expose people to excessive levels of airport-related noise or safety hazards. An airport influence area is the area in which current or future airport-related noise, overflight, safety, or airspace protection factors may significantly affect land uses or necessitate restrictions on those uses. Compatibility zones are zones within the airport influence area that are established for the purpose of assessing land use compatibility.

4.2.2 California Endangered Species Act

The CESA (California Fish and Game Code [CFGF] Section 2050 et seq.) establishes state policy to conserve, protect, restore, and enhance threatened or endangered species and their habitats. CESA mandates that state agencies should not approve projects that jeopardize the continued existence of threatened or endangered species if reasonable and prudent alternatives are available that would avoid jeopardy. For projects that would affect a federally or state listed species, compliance with FESA satisfies the requirements of CESA if CDFW determines that the federal incidental take authorization is consistent with CESA under CFGF Section 2080.1. If a project would result in the take of a species that is only state listed, the project proponent must apply for a Section 2081(b) take permit from CDFW.

4.2.3 California Fish and Game Code—Lake or Streambed Alteration (Section 1600 et seq.)

CDFW regulates activities that would interfere with the natural flow of, or substantially alter the channel, bed, or bank of, a lake, river, or stream, including the disturbance of riparian vegetation under CFGF Sections 1600–1616. Project applicants must enter into a Lake or and Streambed Alteration Agreement (LSAA) from CDFW for these activities. The conditions and requirements of an approved LSAA are focused on the protection of the integrity of biological resources and water quality. Specific conditions that CDFW may require include avoiding or minimizing vegetation removal, using standard erosion control measures, limiting the use of heavy equipment, limiting work periods to avoid impacts on fisheries and wildlife resources, and restoring degraded sites or compensating for permanent habitat losses.

4.2.4 California Fish and Game Code—Protection of Birds and Raptors (Sections 3503 and 3503.5)

Section 3503 of the CFGC prohibits the killing of birds and destruction of their nests. Section 3503.5 prohibits killing of raptor species and destruction of raptor nests. Typical violations include the destruction of active bird and raptor nests caused by tree removal, and failure of nesting attempts (loss of eggs or young) as a result of disturbance of nesting pairs from nearby human activity.

4.2.5 California Fish and Game Code—Fully Protected Species (Sections 3511, 3513, 4700, and 5050)

CFGC Sections 3511, 3513, 4700, and 5050 apply to fully protected wildlife species (birds in Sections 3511 and 3513, mammals in Section 4700, and reptiles and amphibians in Section 5050) and strictly prohibit the take of these species. CDFW cannot issue a take permit for fully protected species, except under narrow conditions for scientific research or the protection of livestock, or if a Natural Community Conservation Plan has been adopted. Specifically, Section 3513 prohibits any take or possession of birds designated by the MBTA as migratory nongame birds except as allowed by federal rules and regulations pursuant to the MBTA.

4.2.6 Porter-Cologne Water Quality Control Act and CWA Section 401

The California Water Code addresses the full range of water issues in the state and includes Division 7, known as the Porter-Cologne Water Quality Control Act (Porter-Cologne) (California Water Code Sections 13000–16104). Section 13260 requires “any person discharging waste, or proposing to discharge waste, in any region that could affect the waters of the state to file a report of discharge (an application for waste discharge requirements [WDRs])” with the appropriate Regional Water Quality Control Board(s) (RWQCB). Porter-Cologne broadly defines waters of the state as “any surface water or groundwater, including saline waters, within the boundaries of the state.” The RWQCBs have interpreted their regulatory authority under Porter-Cologne also to include regulation of impacts on riparian habitats associated with waters of the state. Because Porter-Cologne applies to any water, whereas the CWA applies only to certain waters, and can also include regulation of impacts on riparian habitats associated with waters of the state, California’s jurisdictional reach overlaps, and frequently exceeds, the boundaries of waters of the U.S regulated by the USACE under Section 404 of the CWA.

Under Porter-Cologne, each of the nine RWQCBs must prepare and periodically update Water Quality Control Basin Plans. The District open space lands are within the jurisdiction of the Lahontan RWQCB, which has adopted the *Water Quality Control Plan for the Lahontan Region* (Basin Plan) (Lahontan RWQCB 1995). The Basin Plan sets forth water quality standards for surface water and groundwater, as well as actions to control non-point and point sources of pollution. Projects that affect waters of the state must meet the WDRs stipulated by the Lahontan RWQCB.

The Lahontan RWQCB has developed a *Conditional Waiver of Waste Discharge Requirements for Waste Discharges Resulting from Timber Harvest and Vegetation Management Activities in the Lahontan Region* (2014 Timber Waiver) (Board Order No. R6T-2014-0030), which was recently renewed in 2019 for an additional 5-year period (Board

Order No. R6T-2019-0240). The 2014 Timber Waiver describes six categories of vegetation management actions that potentially qualify for a WDR waiver; the notification, application, and monitoring requirements for each action category; four specific classes of waterbody buffer zones (defined by stream class, presence of absence of fish and other aquatic species, and slope); and other requirements for vegetation management actions (e.g., timber harvest) that must be followed to adhere to the Basin Plan's water quality standards and qualify for a WDR waiver.

Additionally, and pursuant to the CWA, projects that are regulated by the USACE must also obtain a Section 401 Water Quality Certification permit from the applicable RWQCB. This certification ensures that a proposed project will uphold state water quality standards. Because California's jurisdiction to regulate its water resources is much broader than that of the federal government, proposed impacts on waters of the state require Water Quality Certification even if the area occurs outside of USACE jurisdiction. Moreover, the RWQCB may impose mitigation requirements for impacts on waters of the state even if the USACE does not. California's broader approach, relative to CWA Section 404, to protecting waters and wetlands through CWA 401 and Porter-Cologne was recently codified in the *State Wetland Definition and Procedures for Discharges of Dredged or Fill Material to Waters of the State* (Procedures). The Procedures consist of four major elements that largely mimic, but are more expansive, similar elements under CWA Section 404: a formal wetland definition; a framework for determining if a feature that meets the wetland definition is a water of the state; wetland delineation procedures; and procedures for the submittal, review and approval of applications for Water Quality Certifications (under CWA Section 401) and WDRs (under Porter-Cologne) for dredge or fill activities. The Procedures are planned to become effective on May 28, 2020.

As with the WDRs described above under Porter-Cologne, the Basin Plan stipulates additional requirements on projects seeking issuance of a Section 401 Water Quality Certification. Specifically, the Basin Plan prohibits the discharge of solid or liquid waste materials (including soil, silt, clay, sand, and other organic and earthen materials) to lands within the 100-year floodplain of the Truckee River, or within the 100-year floodplain of any tributary to the Truckee River. The Lahontan RWQCB may grant exceptions to this prohibition for repair or replacement of existing structures provided that a loss of additional floodplain area or volume does not occur, and best management practices and mitigation measures are used to minimize any potential soil erosion or surface runoff problems.

The Lahontan RWQCB also may grant exceptions to the Basin Plan requirements for the following types of new projects.

1. Projects solely intended to reduce or mitigate existing sources of erosion or water pollution, or to restore the functional value to previously disturbed floodplain areas.
2. Bridge abutments, approaches, or other essential transportation facilities identified in an approved County general plan.
3. Projects necessary to protect public health or safety, or to provide essential public services.
4. Projects necessary for public recreation.

5. Projects that will provide outdoor public recreation within portions of the 100-year flood plain that have been substantially altered by grading and/or filling activities which occurred prior to June 26, 1975.

4.2.7 Assembly Bill 52

Assembly Bill (AB) 52 (Chapter 532, Statutes of 2014) institutes a formal process for consultation with California Native American tribes as part of CEQA and associates significant impacts on “tribal cultural resources” with significant environmental impacts (PRC Section 21084.2). Both unique and non-unique archaeological resources, as defined in PRC Section 21083.2, can be tribal cultural resources if they meet the criteria detailed in Section 4.2.1 above. The lead agency will rely upon substantial evidence to make the determination that a resource qualifies as a tribal cultural resource and that formal consultation will be initiated.

4.2.8 California Native Plant Protection Act

The California Native Plant Protection Act (CNPPA), which was enacted in 1977, prohibits the importation of rare and endangered plants into California, take of rare and endangered plants, and sale of rare and endangered plants. The CESA defers to the CNPPA, which ensures that state-listed plant species are protected when state agencies are involved in projects subject to CEQA. In this case, plants listed as rare under the CNPPA are not protected under CESA but instead under CEQA.

4.2.9 Z’berg-Nejedly Forest Practice Act

The Z’berg-Nejedly Forest Practice Act of 1973, also known as the California Forest Practice Act, ensures that logging on private lands is done in a manner that will preserve and protect wildland forest resources. The act is administered by CAL FIRE. Compliance with the California Forest Practice Act must occur through the submittal and approval of a CAL FIRE harvest document that describes the proposed logging and what measures will be taken to prevent adverse effects on the environment. Exemptions exist that allow harvesting of trees to prevent forest fires and to remove dead, diseased, and dying trees; however, the exemptions require adherence to specific restrictions and practices.

4.3 Local Plans, Ordinances, and Districts

4.3.1 Martis Valley Community Plan

The Martis Valley Community Plan (Placer County 2003), in combination with the Placer County General Plan (Placer County 2013), is the official statement of Placer County setting forth goals, policies, assumptions, guidelines, standards, and implementation measures to guide the physical, social, and economic development of the Martis Valley area to at least 2020. It includes goals and policies related to land use, community design, transportation, public facilities and services, recreation, cultural resources, natural resources, and noise. Goals that are relevant to the District open space lands include:

- Goal 1.F: To conserve Placer County’s forest resources, enhance the quality and diversity of forest ecosystems, reduce conflicts between forestry and other uses, and encourage a sustained yield of forest products.
- Goal 1.G: To preserve and enhance open space lands to maintain the natural resources of the County.
- Goal 1.H: To preserve and enhance open space for outdoor recreation purposes.
- Goal 1.I: To preserve and enhance open space lands for health and safety purposes.
- Goal 1.J: To preserve and enhance open space lands for resource production purposes.
- Goal 4.B: To protect the visual and scenic resources of Martis Valley as an important quality-of-life amenity for Martis Valley residents and a principal asset in the promotion of recreation and tourism.
- Goal 4.C: To develop a system of scenic routes serving the needs of residents and visitors to Martis Valley and to preserve, enhance and protect the scenic resources visible from these scenic routes.
- Goal 5.D: To provide a safe, comprehensive, and integrated system of facilities for non-motorized transportation.
- Goal 5.F: To promote the maintenance and improvement of general and commercial aviation facilities within the parameters of compatible surrounding land uses.
- Goal 6.E: To collect and dispose of stormwater in a manner that least inconveniences the public, reduces potential water-related damage, and enhances the environment.
- Goal 6.F: To protect the lives and property of the citizens of Placer County from hazards associated with development in flood plains and manage flood plains for their natural resource values.
- Goal 6.H: To protect residents of and visitors to Placer County from injury and loss of life and to protect property and watershed resources from fires.
- Goal 7.B: To provide a wide range of recreational opportunities in the Martis Valley Community.
- Goal 7.E: To develop a system of interconnected hiking, riding, and bicycling trails and paths suitable for active recreation as well as transportation and circulation.
- Goal 8.A: To identify, protect, and enhance Martis Valley’s important historical, archaeological, paleontological, and cultural sites and their contributing environment.
- Goal 9.A: To minimize the loss of life, injury, and property damage due to seismic and geological hazards.
- Goal 9.B: To minimize the risk of loss of life, injury, and damage to property due to avalanche.
- Goal 9.C: To promote the conservation of soils as a valuable natural resource.
- Goal 9.D: To protect and enhance the natural qualities of Martis Valley’s creeks and groundwater.
- Goal 9.E: To preserve and protect the valuable vegetation resources of Martis Valley.

- Goal 9.F: To protect wetland communities and related riparian areas throughout Martis Valley as valuable resources.
- Goal 9.G: To protect, restore, and enhance habitats that support fish and wildlife species so as to maintain populations at viable levels.
- Goal 10.A: To protect Martis Valley residents from the harmful and annoying effects of exposure to excessive noise.

Specific policies, rules, design guidelines, and implementation programs are described for these goals and can be found in the full text of the Martis Valley Community Plan.

4.3.2 General Plans

A general plan is a legal document, required by state law, that serves as a community's "constitution" for land use and development. The plan must be a comprehensive, long-term document, detailing proposals for the "physical development of the county or city, and of any land outside its boundaries which in the planning agency's judgment bears relation to its planning" (California Government Code Section 65300 et seq.). Time horizons vary, but the typical general plan looks 10 to 20 years into the future. Three general plans include the District open space lands within their planning boundaries: the Placer County General Plan, the Nevada County General Plan, and the Town of Truckee 2025 General Plan. Each has goals, objectives, and policies relevant to the District open space lands that are summarized below.

Placer County General Plan

The Placer County General Plan was last updated in 2013 and sets forth goals and policies related to land use, transportation, housing, conservation, open space, noise, and safety (Placer County 2013). Goals that are relevant to the District open space lands include:

- Goal 1.G: To designate land for and promote the development and expansion of public and private recreational facilities to serve the needs of residents and visitors.
- Goal 1.I: To establish and maintain interconnected greenbelts and open spaces for the protection of native vegetation and wildlife and for the community's enjoyment.
- Goal 1.K: To protect the visual and scenic resources of Placer County as important quality-of-life amenities for County residents and a principal asset in the promotion of recreation and tourism.
- Goal 1.L: To develop a system of scenic routes serving the needs of residents and visitors to Placer County and to preserve, enhance, and protect the scenic resources visible from these scenic routes.
- Goal 3.D: To provide a safe, comprehensive, and integrated system of facilities for non-motorized transportation.
- Goal 3.F: To promote the maintenance and improvement of general and commercial aviation facilities within the parameters of compatible surrounding land uses.

- Goal 4.E: To manage rainwater and storm water at the source in a sustainable manner that least inconveniences the public, reduces potential water-related damage, augments water supply, mitigates storm water pollution, and enhances the environment.
- Goal 4.F: To protect the lives and property of the citizens of Placer County from hazards associated with development in floodplains and manage floodplains for their natural resource values.
- Goal 4.I: To protect residents and visitors to Placer County from injury and loss of life and to protect property and watershed resources from fires.
- Goal 5.A: To develop and maintain a system of conveniently located, properly-designed parks and recreational facilities to serve the needs of present and future residents, employees, and visitors.
- Goal 5.C: To develop a system of interconnected hiking, riding, and bicycling trails and paths suitable for active recreation and transportation and circulation.
- Goal 5.D: To identify, protect, and enhance Placer County's important historical, archaeological, paleontological, and cultural sites and their contributing environment.
- Goal 6.A: To protect and enhance the natural qualities of Placer County's rivers, streams, creeks and groundwater.
- Goal 6.B: To protect wetland communities and related riparian areas throughout Placer County as valuable resources.
- Goal 6.C: To protect, restore, and enhance habitats that support fish and wildlife species so as to maintain populations at viable levels.
- Goal 6.D: To preserve and protect the valuable vegetation resources of Placer County.
- Goal 6.E: To preserve and enhance open space lands to maintain the natural resources of the County.
- Goal 7.E: To conserve Placer County's forest resources, enhance the quality and diversity of forest ecosystems, reduce conflicts between forestry and other uses, and encourage a sustained yield of forest products.
- Goal 8.A: To minimize the loss of life, injury, and property damage due to seismic and geological hazards.
- Goal 8.B: To minimize the risk of loss of life, injury, damage to property, and economic and social dislocations resulting from flood hazards.
- Goal 8.C: To minimize the risk of loss of life, injury, and damage to property and watershed resources resulting from unwanted fires.
- Goal 8.D: To minimize the risk of loss of life, injury, damage to property, and economic and social dislocations resulting from airport hazards.
- Goal 8.H: To minimize the risk of loss of life, injury, and damage to property due to avalanche.

- Goal 9.A: To protect County residents from the harmful and annoying effects of exposure to excessive noise.

Specific policies, guidelines, and implementation programs are described for these goals and can be found in the full text of the Placer County General Plan.

Nevada County General Plan

The Nevada County General Plan was last updated in 2016 and serves as the long-term policy guide for the physical, economic, and environmental future of the county (Nevada County 2016). It contains goals, objectives, policies, and implementation measures, which are based upon assessments of current and future needs and available resources, and which are intended to carry out the four central themes: rural quality of life, the environment, a strong local economy, and planned land use patterns. Goals, objectives, and policies that are relevant to the District open space lands include:

- Goal 1.10: Ensure the compatibility of land uses in the vicinity of airports.
- Policy RD-4.3.6: Sidewalks, walkways, bicycle facilities and paths should be provided where necessary, and on an equitable basis with roadway improvements.
- Goal 5.1: Provide a variety of active and passive recreational opportunities.
- Objective 5.5: Coordinate future park and trail planning with other responsible agencies.
- Objective 5.6: Implement a comprehensive, and where possible integrated, county-wide trail system.
- Goal 6.1: Encourage land use patterns and site development that reflect open space values.
- Goal 9.1: Provide for the health, safety, and welfare of the people of Nevada County through a set of policies designed to encourage an environment free of unnecessary and annoying noise.
- Policy EP-10.1.4: Provide for adequate evacuation routes in areas of high fire hazard, high potential for dam failure, earthquake, seiches, avalanche, flooding or other natural disaster.
- Goal FH-10.3: Reduce the potential for injury, property damage, and environmental damage from flooding.
- Goal AH-10.4: Ensure the safety and compatibility of land uses in the vicinity of airports and military airspace.
- Goal FP-10.7: Enhance fire safety and improve fire protection effectiveness through infrastructure and service improvements.
- Goal FP-10.10: Reduce fire severity and intensity through fuels management.
- Goal 11.1: Identify, protect and manage for sustainable water resources and riparian habitats.
- Objective 12.2: Minimize erosion due to road construction and maintenance.

- Objective 12.3: Minimize vegetation removal.
- Goal 13.1: Identify and manage significant areas to achieve sustainable habitat.
- Goal 15.1: Identify and maintain sustainable timber lands and resources.
- Goal 19.1: Identify and protect and where economically feasible restore significant archaeological and historic resources.

Specific policies and actions are described for these goals and can be found in the full text of the Nevada County General Plan.

Town of Truckee 2025 General Plan

The Town of Truckee 2025 General Plan was adopted in 2006 and currently is in the process of being updated, providing residents with an opportunity to provide direction on how Truckee might best fulfill its community vision and how the Town wishes to develop in the future. (Town of Truckee 2006). The community vision is to reduce sprawl, protect open space and natural resources while increasing the amount of protected open space and access to those lands, reduce dependence on automobiles, and facilitate that availability of affordable housing. Specific goals, policies, and actions related to the District open space lands include:

- BR-P1: Preserve and improve the character of the Brockway Road Corridor, including preservation of the corridor's open qualities, which provide an important transition from the developed areas of the Town to the open space of the Martis Valley to the south.
- P7.4: Clustered development shall incorporate preservation of open space areas as an integral and primary consideration in the overall development plan for a site.
- P7.5: Preserve the portions of parcels not developed with clustered residential used as undeveloped open space.
- P9.1: Promote the use of transportation control measures that divert automobile trips to transit, walking, and bicycling.
- Goal CIR-10: Provide a safe, comprehensive, and integrated system of facilities for pedestrians and cyclists and other non-motorized modes of transportation.
- Goal CIR-13: Allow for safe and efficient aviation operations at the Truckee-Tahoe Airport that are compatible with surrounding land uses.
- Goal COS-1: Preserve existing open space in Truckee, and increase the amount of desired types of open space under permanent protection.
- Goal COS-3: Protect and increase the amount of pristine open space in and around Truckee.
- Goal COS-4: Protect areas of significant wildlife habitat and sensitive biological resources.

- Goal COS-5: Maintain biodiversity among plant and animal species in the Town of Truckee and the surrounding area, with special consideration of species identified as sensitive, rare, declining, unique, or representing valuable biological resources.
- Goal COS-7: Protect and conserve managed resource open space for its productive resource values, including timber harvesting and grazing uses, and for its recreational, scenic, and biological values.
- Goal COS-8: Provide or support a comprehensive, high quality system of parks and other recreational open space facilities in Truckee.
- Goal COS-9: Link open space areas in Truckee through a well-connected network of open space corridors and trails.
- Goal COS-11: Protect water quality and quantity in creeks, lakes, natural drainages, and groundwater basins.
- Goal COS-12: Protect the Town's soil resources from erosion.
- P13.3: Require all construction projects to implement dust control measures to reduce particulate matter emissions due to disturbance of exposed top-soils. Such measures would include watering of active areas where disturbance occurs, covering haul loads, maintaining clean access roads, and cleaning the wheels of construction vehicles accessing disturbed areas of the site.
- Goal COS-14: Reduce emissions of air contaminants and minimize public exposure to toxic, hazardous, and odoriferous air pollutants.
- Goal N-1: Minimize community exposure to excessive noise by ensuring compatible land uses relative to noise sources.
- Goal N-3: Reduce noise levels from sources such as domestic uses, construction, and car stereos, and from mobile sources, including motor vehicle traffic and aircraft operations.
- Goal SAF-1: Reduce the risk of injury, loss of life and property damage from earthquakes, landslides, and other geologic hazards.
- Goal SAF-2: Reduce hazards associated with flooding.
- Goal SAF-4: Protect lives and property from risks associated with wildland and urban fire.
- Goal SAF-6: Minimize risks associated with operations at the Truckee-Tahoe airport.

Specific actions are described for these goals and policies and can be found in the full text of the Town of Truckee 2025 General Plan.

4.3.3 Tree Preservation

Placer County Tree Preservation

Article 12.16 of the Placer County Code sets forth tree preservation requirements to reduce the loss of native and landmark trees as a result of development on public and private property in the County. A native tree is defined as a tall woody plant native to California, with a single main stem or trunk at least 6 inches dbh, or a multiple trunk with an aggregate of at least 10 inches dbh, not including gray pines (*Pinus sabiniana*). Landmark trees are defined by the County and may include nonnative trees of significance to the community. All trees regardless of size within riparian areas as a part of any discretionary project county-wide are subject to this article. Riparian areas are defined as any area within 50 feet from the centerline of a seasonal creek or stream, any area 100 feet from the centerline of a year-round creek, stream, or river, and any area within 100 feet from the shoreline of a pond, lake, or reservoir. No protected trees may be removed during any development activities unless authorized by a tree permit or as permitted pursuant to approval of a discretionary project. Exemptions are described in Section 12.16.050 of the article and include removal of trees posing a safety risk (e.g., due to disease or during firefighting operations) and in lots designated for commercial tree removal (e.g., approved logging operations). Sections 12.16.060 and 12.16.070 of the article describes the requirements and procedures for submitting a tree permit application.

Nevada County Tree Ordinance

Section L-II 4.3.15 of the Nevada County Code regulates removal of existing trees and protection of trees during construction, encourages protection of trees to provide wildlife habitat, and preserves and minimizes disturbance of landmark and heritage trees and groves. Landmark trees are defined as any oak (*Quercus* sp.) at least 36 inches dbh, or any tree otherwise marked for preservation by the county, state, or federal government. Landmark groves are defined as hardwood tree groves with at least 33% canopy cover, or groves otherwise marked for preservation by the county, state, or federal government. Heritage trees and groves are defined as a tree or a group of hardwood trees designated by the County Board of Supervisors to be of historical or cultural value, outstanding specimens, unusual species, or of significant community benefit due to size, age, or any other unique characteristic and considered to be in good health. Exemptions to this code include trees or groves that are dead, dying, a public safety hazard, or that must be removed to ensure fire safe access or provide adequate fuel reduction. Development projects must prepare a management plan to be approved by the Nevada County Planning Agency if trees subject to the code would be removed as a result of a project. Section C of the code describes the requirements and procedures for submitting a management plan.

4.3.4 Air Quality Districts

Northern Sierra Air Quality Management District

The Northern Sierra Air Quality Management District covers Nevada, Sierra, and Plumas Counties. In order to operate any kind of stationary or portable internal combustion engine (which includes gasoline, diesel, propane, natural gas, or any other type of fuel) within this air district, an air pollution permit must be obtained.

The air pollution permit application process requires a project description, application fee, and potentially answering project-related questions posed by the air district.

Placer County Air Pollution Control District

The Placer County Air Pollution Control District regulates air pollution in Placer County, including fugitive dust generated by construction and grading activities and recreational uses, burning, and greenhouse gas emissions. Dust control standards include a prohibition on visible dust crossing the property boundary, generation of high levels of visible dust (dust sufficient to obscure vision by 40%), controls on the track-out of dirt and mud on to public roads, and minimum dust mitigation and control requirements. All nonagricultural burning, such as for the disposal of vegetative material associated with land development and maintenance activities and recreational burning, requires a Placer County Air Pollution Control District year-round burn permit. Burn permits may be obtained at the air district office.

4.3.5 Truckee Fire Protection District

The Truckee Fire Protection District is an "All Risk" district, meaning it responds to the needs of the community of Truckee, regardless of the nature of the incident. The Truckee Fire Protection District includes specialists in structural firefighting, airport rescue firefighting, and wildland firefighting. As described previously, the CWPP (Truckee Fire Protection District 2016) shows fuel mitigation projects that have been completed and identifies future opportunities for additional projects to reduce fire risk in the Truckee area. The CWPP also specifically calls out completed and identified projects on Waddle Ranch.

Section 5.0 Management Strategy

5.1 Introduction

The management strategy of this LMP was developed based on input from stakeholders, District staff, and technical experts and is consistent with the District's strategic goals, processes, and protocols outlined in the Strategic Plan (District 2011). Components of the management strategy have been hierarchically organized into Elements, Goals, Objectives, and Tasks. *Elements* are the overarching themes or areas of emphasis for management of the District's open space lands. Specific management elements for this LMP are: Public Safety, Water Quality, Public Use and Outreach, Natural and Cultural Resources, and Economic Development. Each element contains a specific *Goal*, which is a policy statement or a statement of a desired future condition or outcome for that management element. Goals are accompanied by at least one objective. *Objectives* are measurable targets or performance criteria that can be measured or assessed to determine if the goal has been met. Finally, each objective is supported by at least one task. *Tasks* describe the general framework or process to be employed by the District in managing or maintaining the open space lands to meet each objective. Tasks are not intended to be overly prescriptive or to commit the district to completing each task only in certain ways. This LMP recognizes that there may be multiple acceptable methods to complete each task, and the District may desire to use different methods or techniques over time (e.g., based on changing regulations or input from land management partners and stakeholders). Similarly, this LMP recognizes that changing budgets and priorities for the District may necessitate changes in the methods used to complete specific tasks, or the magnitude of effort devoted to each task, over time. Initial funding estimates for the District to implement the tasks below, as a starting point for budget development, are provided in Section 6.

5.2 Public Safety Element

Goal: The open space lands are managed to preserve the safety of residents of the Town of Truckee and nearby communities while remaining compatible with, and supporting, airport operations.

Objective 1: Meet all FAA requirements for vegetation management around the Truckee-Tahoe Airport.

Task 1: Manage airport vegetation. The District employs a combination of mowing, mastication, herbicides, and tools to manage vegetation immediately surrounding the TRK runways and taxiways, out to and including portions of the open space lands that include the runway safety areas and runway protection zones. Vegetation will be managed to minimize habitat values for species of wildlife that pose a hazard to airport operations. Vegetation also will be managed to reduce fuel loading in an effort to mitigate the potential for a wildfire originating from airport operations to spread through the

adjacent open space lands and toward surrounding communities in the Town of Truckee. **Frequency: Annual**

Objective 2: Manage forest communities to maintain conditions that balance wildfire risk reduction with open space amenity values, forest health, climate change resiliency, and wildlife habitat.

Task 2: Develop and implement forest management actions. The District, working with its land management partners (e.g., TDLT) and qualified professionals (e.g., Registered Professional Foresters) and building from existing assessments (i.e., for Waddle Ranch), will delineate forest stand characteristics based on species composition, density, and similar factors; quantify wildfire hazards and risks; and identify a range of applicable forest stand treatment strategies to reduce fuel loading and improve wildlife habitat values, increase climate change resiliency, and maintain general forest health. Recommended forest treatments will be implemented by the District in a prioritized fashion, with an emphasis on treatments that mitigate wildfire risk. **Frequency: Annual**

Task 3: Evaluate and update forest management actions. Working with qualified professionals and its land management partners, the District will periodically assess the effectiveness of prior forest management actions (completed in Task 2) and revise treatment methods and priorities as necessary to improve treatment effectiveness, further mitigate wildfire risk, and reflect changing conditions (e.g., due to climate change, regulatory changes, changes in surrounding land use). **Frequency: Every 10 years or as necessary**

Objective 3: Provide access to sources of water for wildfire suppression.

Task 4: Maintain existing sources of water for wildfire suppression. Concurrently with Task 6, the District will prioritize inspection of Sawmill Road from SR267 to Dry Lake shortly after spring snowmelt and will document any locations where repairs are needed to maintain emergency vehicle accessibility, including emergency vehicle access to the Dry Lake edge for water drafting. Any required repairs will be made by the District, in collaboration with its land management partners as appropriate, following the guidelines described in Task 6. **Frequency: Annual**

Task 5: Develop additional water sources to support wildfire suppression efforts. In coordination with the Truckee Fire Protection District, CAL FIRE, and its land management partners, the District will evaluate the potential to develop additional groundwater and surface water resources for use in wildfire suppression. Additional surface water resources could include the Ponderosa Golf Course Irrigation Pond (and associated well). Additional potential groundwater resources include an 805-foot undeveloped well adjacent to Sawmill Road (estimated yield at the time of drilling: 240 gpm), 3 undeveloped wells at or near the Jones Parcel (estimated yields at the time of drilling: > 50 gpm), and other potential locations where new wells could be drilled or springs developed on the Waddle Ranch and Jones Parcels. The suitability of groundwater resources will be evaluated through hydrogeologic studies, well and aquifer pump tests, and associated well development feasibility studies. The District

will contact the local offices of regulatory agencies (i.e. CDFW, Lahontan Regional Water Board, USACE) to establish what permits or approvals, if any, are required for development of these water sources. **Frequency: As necessary**

Objective 4: Maintain emergency vehicle access to, and through, the open space lands.

Task 6: Inspect and maintain the open space lands' road network. The District, in collaboration with its land management partners, will periodically inspect the open space lands' road network to identify repairs and improvements needed to maintain road functionality and minimize erosion and other road impacts. At a minimum, an inspection will occur as soon as feasible following snowmelt, and supplemental inspections will occur throughout the year as needed to maintain road functionality (e.g., following significant thunderstorms or similar rain events). This includes evaluation of water bars, rolling dips, ditches, and Arizona crossings. The District will identify the locations where maintenance is needed, including photographs and detailed sketches of notes deficiencies, documenting existing conditions and required repair and maintenance actions. Repair and maintenance activities will be completed as early as possible and prior to the onset of fire season following established road maintenance and repair guidelines, such as the U.S. Forest Service's Guidelines for Forest Road Construction and Maintenance¹, U.S. Forest Service Stabilization and Rehabilitation Measures for Low-volume Forest Roads², and U.S. Forest Service Road Maintenance Specifications³. Road repairs in or adjacent to drainages, seeps, springs, meadows, or below the Dry Lake ordinary high water mark may be subject to the jurisdiction and regulation of federal, state, and local agencies and may require specific permits, agreements, or other authorizations. The District will contact the local offices of regulatory agencies (i.e. CDFW, Lahontan Regional Water Board, USACE) to establish what permits or approvals are required for activities in and near these areas. **Frequency: Annual**

5.3 Water Quality Element

Goal: Water quality is protected and enhanced throughout the open space lands and legacy sources of water quality impairment are addressed as feasible.

Objective 5: Minimize runoff, sedimentation, and other water quality impacts occurring during management and use of the open space lands.

Implementation of Task 6 above, which emphasizes maintenance of the open space lands' road network for emergency vehicle access and public safety, will contribute toward attainment of Objective 5. Additionally, the District will implement the following tasks to meet Objective 5.

¹ <https://www.nrs.fs.fed.us/fmg/nfmg/docs/mn/roads.pdf>

² https://www.fs.fed.us/t-d/pubs/pdf/11771801_Stabil&Rehab/lo_res/Ch1.pdf

³ https://www.fs.usda.gov/Internet/FSE_DOCUMENTS/stelprdb5381697.pdf

Task 7: Implement appropriate water quality BMPs during all operations and maintenance activities on the open space lands. The District will implement standardized stormwater best management practices (BMPs) during all operations, maintenance, and/or improvement projects, consistent with Erosion Prevention Standards prescribed by the Town of Truckee⁴ and Placer County.⁵ Upland revegetation and soil development strategies will be included with stormwater BMPs, such as those presented in the Sierra Business Council’s Sediment Source Control Handbook.⁶ Additionally, requirements of the California Forest Practices Act⁷ and Lahontan RWQCB Basin Plan (Lahontan RWQCB 1995), as well as other Lahontan RWQCB requirements⁸ related to protection of stream zones and other aquatic resources, will be followed by the District during all applicable management and maintenance activities (e.g., during Task 1 and Task 2) on the open space lands. **Frequency: Annual**

Task 8: Inspect and maintain trails. Concurrently with Task 6, and in cooperation with its land management partners, the District will periodically inspect the open space lands’ trails network and identify repairs and improvements to maintain trail functionality and minimize erosion and other trail-related water quality impacts. At a minimum, an inspection will occur as soon as feasible following snowmelt, and supplemental inspections will occur throughout the year as needed to maintain road functionality (e.g., following significant thunderstorms or similar rain events). All trails will be maintained according to Bureau of Land Management (BLM) and International Mountain Biking Association (IMBA) standards and guidelines⁹ and will include incorporation of BMPs to minimize erosion and other impacts to water quality, such as rolling dips, turnpikes, puncheons, drainage lenses, and out sloping, among other practices. Each repair or maintenance action will be based on a detailed site assessment with clear objectives, and will be documented with photographs and sketches of conditions before and after improvements were implemented. **Frequency: Annual**

Task 9: Inspect and maintain existing culverts and streamflow crossings. Concurrently with Task 6, the District will identify existing culverts and crossings requiring maintenance or repair to maintain functionality. The District will oversee the repair and maintenance of these structures prior to winter, and following established guidelines (as described above in Task 6), to restore functionality. Each repair or maintenance action will be based on a detailed site assessment with clear objectives, and will be documented with photographs and sketches of conditions before and after improvements were implemented. **Frequency: Annual**

Task 10: Install additional culverts or crossings. Based on the flow accumulation analysis in this LMP (see Section 3.5.2 and Figure 17), the District will prioritize installation of additional culverts or

⁴ <https://www.townoftruckee.com/government/community-development/building-and-safety/residential/erosion-prevention-standards>

⁵ <https://www.placer.ca.gov/1688/Stormwater-Quality-Management>

⁶ https://sierrabusiness.org/images/Publications/Sediment_Source/SSCH_Final_Web.pdf

⁷ https://bof.fire.ca.gov/media/9478/2020-forest-practice-rules-and-act_final_ada.pdf

⁸ https://www.waterboards.ca.gov/lahontan/water_issues/available_documents/

⁹ <https://www.imba.com/resource/trail-solutions>

streamflow crossings to reduce flow capture along the open space lands' road network, reduce erosion, and improve water quality. Working with its land management partners, the District will implement additional road drainage management features such as culverts with outfall energy dissipation, rolling dips, drainage lenses, Arizona Crossings, out sloping, and other site-appropriate strategies to reduce or eliminate overland flow capture and erosion along the open space lands' road network. Each repair or maintenance action will be based on a detailed site assessment with clear objectives, and will be documented with photographs and sketches of conditions before and after improvements were installed. New culverts or crossings may occur in areas subject to the jurisdiction and regulation of federal, state, and local agencies and may require specific permits, agreements, or other authorizations. The District will contact the local offices of regulatory agencies (i.e. CDFW, Lahontan Regional Water Board, USACE) to establish what permits or approvals are required for activities in and near these areas. **Frequency: As necessary**

Task 11: Implement a burned area emergency response program following wildfire. The District, working in cooperation with outside cooperators (e.g., CAL FIRE, Tahoe National Forest), will develop (or support as appropriate) and implement a burned area emergency response (BAER) program following wildfire. The BAER program will be tailored to the magnitude and severity of the wildfire and resultant risk of erosion, long-term declines in forest health, threats to public safety posed by the burned area, and similar factors. The program will determine the need for, prescribe, and implement emergency treatments¹⁰ to protect public safety, property, water quality, and natural and cultural resources. A BAER program team, which should consist of various qualified professionals (e.g., hydrologists, biologists, engineers, foresters, and soil scientists), will assess burned areas for changes in vegetation cover, watershed responses, and potential risks. The team will present its findings in an assessment report that will include a burn severity map and identify immediate and emergency treatments to stabilize soils, drainages, roads, and trails. The report will also identify actions to repair or improve fire damaged lands, which are unlikely to naturally recover to management-approved conditions within 5 years, or to repair and replace minor facilities damaged by wildfire. **Frequency: As needed.**

Task 12: Develop and implement an irrigation, fertilizer, and pesticide management plan for the Ponderosa Golf Course. Working with the TDRPD, the District will direct the preparation and implementation of an irrigation, fertilizer, and pesticide management plan for the Ponderosa Golf Course. The overall intent of the management plan will be to minimize and optimize golf course irrigation and the application of fertilizers and pesticides at the golf course to contribute to water quality in the Truckee River, minimize the potential for environmental impacts, and reduce water use. The management plan will include specific, recommended actions, which TDRPD will implement with support and oversight of the District, according to a prioritized implementation schedule. **Frequency: As needed.**

¹⁰ https://www.fs.fed.us/eng/pubs/pdf/BAERCAT/lo_res/06251801L.pdf

Objective 6: Eliminate legacy sources of water quality impairment in a prioritized fashion.

Task 13: Support and implement collaborative water quality improvement projects. In partnership with adjacent landowners and its land management partners, the District will continue to identify and support the implementation of projects that improve water quality and habitat in the Truckee River and its tributaries. This includes monitoring and adaptive management of previously completed projects, including the East Martis Creek Restoration, Middle Martis Creek Restoration, Truckee Meadows Restoration, and the Elizabethtown Meadows Restoration Projects. On the basis of information in the Martis Watershed Assessment and analysis completed for this LMP (see Section 3.5.2 and Figure 17), additional opportunities likely exist on the open space lands to offset legacy land use impacts to streams and riparian areas, to improve drainage along roads and trails, and to abandon legacy logging roads, skid trails, landings or railroad grades. Implementation of these projects would contribute toward attainment of goals identified by the Lahontan Regional Water Quality Control Board for the Middle Truckee River Suspended Sediment Total Maximum Daily Load and may provide compensatory mitigation opportunities for future District capital improvement projects, or similar projects that impact creeks and wetlands (see Task 17). **Frequency: Annually.**

5.4 Public Use and Outreach Element

Goal: The open space lands provide appropriate recreational opportunities for the District's residents, increase connectivity among regional recreational trails, and encourage stewardship and appreciation of the open space lands by the District's residents.

Objective 7: Provide safe, non-motorized trail connectivity to existing and future local and regional trails.

Task 14. Develop additional trails to increase recreational opportunities for the District's residents. In partnership with adjacent land-owners, land management partners, and the Truckee Trails Foundation, the District will develop new dirt trails and paved trails as well as new trailheads that increase access to existing trails. New trails and trailheads will be consistent with the District's Trails Master Plan¹¹, the Waddle Ranch and Elizabethtown Meadows Trails and Signage Master Plan¹², and the Town of Truckee Trails and Bikeways Master Plan¹³; they will be located in proximity to parking areas and public transit where feasible; and they will increase connectivity among regional trail networks to the maximum extent possible.

¹¹ https://truckee-tahoe-airport.com/board-meetings/149/view_file?file=tab+08+-+airport+trails+masterplan.pdf

¹² Starr, K. and Svahn, J., 2013 (unpublished draft prepared by TDLT)

¹³ <https://www.townoftruckee.com/government/community-development/planning-division/trails-and-bikeways/trails-and-bikeways-master-plan>

Currently identified new trails are described in the Airport Trails Master Plan and will include a hard-surface trail around the perimeter of the airport property and parallel to Martis Dam Road, with additional soft-surface trails and connections to public trails identified on adjacent parcels. New trails will not provide connections to any adjacent illegal or non-public trails. All dirt trails will be constructed according to IMBA standards and guidelines¹⁴ and will include drainage management features to minimize erosion and impacts to water quality, such as rolling dips, turnpikes, puncheons, drainage lenses, out sloping, among others. New trails in or adjacent to drainages, seeps, springs, or meadows mark may be subject to the jurisdiction and regulation of federal, state, and local agencies and may require specific permits, agreements, or other authorizations. The District will contact the local offices of regulatory agencies (i.e. CDFW, Lahontan Regional Water Board, USACE) to establish what permits or approvals are required for activities in and near these areas. **Frequency: As necessary.**

Objective 8: Accommodate appropriate developed recreational use of the open space lands.

Task 15. Collaborate with others to increase appropriate developed recreational use of the open space lands. In addition to maintaining Ponderosa Golf Course, the District will work with TDRPD, the Town of Truckee, Placer County, Nevada County, and other partners to accommodate appropriate developed recreational uses on the open space lands, where those uses would not impair or conflict with other open space values. Specifically, the District will work with TDRPD, and others as appropriate, to develop an Athletic Facility Master Plan that includes phased implementation of various types of recreational facilities, including facilities that could potentially be accommodated on the open space lands. Examples of potential facilities include:

- additional parking areas to facilitate increased vehicle access to recreational opportunities on the open space lands;
- facilities that increase public transit accessibility to the open space lands (e.g., Tahoe Area Regional Transit bus stop); or
- athletic fields, volleyball courts, pickleball courts, and similar recreational facilities for public use.

Frequency: As necessary.

Objective 9: Increase public awareness and appreciation of the open space lands.

Task 16. Develop education and outreach materials. The District will collaborate with its neighbors and land management partners to create, install, and maintain interpretive and educational signage at key access points to the open space lands trails system. Signage will serve to educate users on the proper use of open space lands' trail network and proper trail etiquette; the effects of illegal trails on water quality and habitat; completed and planned water quality and habitat improvement

¹⁴ <https://www.imba.com/resource/trail-solutions>

projects on the open space lands; the natural and cultural history of the open space lands; and allowable and prohibited activities on the open space lands. The District will develop similar educational content for its website, and will ensure that all educational and outreach materials are updated as appropriate.

Frequency: As necessary.

5.5 Natural and Cultural Resources Element

Goal: Natural resources on the open space lands are healthy and resilient, and natural and cultural resources are protected.

Meeting Objective 9, through implementation of Task 16, would positively contribute to this goal by increasing public awareness and appreciation of the natural and cultural history of the open space lands. Additionally, the following objectives and tasks would further contribute toward this goal.

Objective 10: Maintain the condition and ecological functions of natural habitats on the open space lands.

Task 17: Manage and restore natural habitats. Working with its land management partners, and in collaboration with qualified professionals (e.g., Registered Professional Foresters, restoration ecologists, geomorphologists, hydrologists), the District will encourage and support implementation of habitat management and restoration projects that maintain or increase the ecological values of the open space lands. Specifically, implementation of Task 2, which focuses on forest management for public safety, and Task 13, which focuses on water quality improvement projects, are expected to additionally maintain or restore forest, meadow, riparian, and aquatic habitats on the open space lands. As part of these efforts, the District and its partners will continue to prioritize the ecological enhancement benefits of these projects, along with the public safety and water quality benefits, and incorporate ecological enhancement objectives as appropriate. Examples of appropriate ecological objectives include:

- increasing forest stand heterogeneity (e.g., tree age class), species diversity (e.g., reducing white fir dominance and increasing sugar pine as a component of forest stands), and decreasing stand densities to more closely mimic pre-fire suppression densities (see “Eastside Pine” in Section 3.2.1);
- increasing shrub age class diversity and recruitment, particularly for bitterbrush as this species is an important browse species for the Loyalton-Truckee deer herd from late fall through early spring, when other preferred forage species are unavailable;
- increasing willow-riparian scrub and aspen habitat along creeks and meadows as these habitats provide important wildlife habitat values not provided by conifer and upland shrub or grassland habitat, particularly for migratory songbirds such as the willow flycatcher, yellow warbler, and other threatened or rare species; and

- restoring, expanding, or creating wet meadows, other wetland habitats, the frequency and duration of floodplain inundation, and enhancing aquatic habitats (e.g., to increase large, in-channel wood structures or similar features that improve in-channel habitat complexity; improve bank stability; enhance fish spawning and rearing habitat).

To the extent that these projects could qualify for planning or implementation funding under a regulatory in-lieu fee grant program¹⁵, or potentially would fulfill compensatory wetland mitigation requirements of potential District capital improvement projects (or other projects undertaken by the District or its land management partners), the District will investigate these opportunities and support their integration into habitat restoration and enhancement efforts as appropriate. **Frequency: As necessary.**

Objective 11: Maintain native plant, fish, and wildlife populations occurring on the open space lands.

Task 18: Inventory biological resources. The District, in cooperation with interested parties (e.g., Audubon Society, California Native Plant Society Redbud Chapter, Watershed Council), will encourage and support ongoing biological and ecological inventories (e.g., Christmas Bird Count) of the open space lands. And, based on the results of these surveys, the District will collaborate with interested parties to support implementation of temporary, or long-term, management actions as needed to protect and encourage native species of plants, fish, and wildlife on the open space lands. Examples of possible, species-focused management actions include conducting scientific studies to better understand appropriate, species-focused management and habitat restoration actions; facilitating species relocations for especially rare species (e.g., to translocate, or establish, populations of rare plants); and similar management actions. The District should coordinate with government agencies, such as the U.S. Fish and Wildlife Service and California Department of Fish and Wildlife, as well as research organizations such as the U.S. Geological Survey, University of Nevada, Reno, and University of California, Davis to help identify, develop, and implement species-focused management actions as appropriate. **Frequency: As necessary.**

Task 19: Implement appropriate biological resources BMPs. The District will implement BMPs as standard procedures during all operations and maintenance activities on the open space lands to avoid or minimize the potential for adverse effects on native species and habitats. These BMPs can include, but are not limited to having a qualified biologist conduct pre-activity surveys, establish avoidance buffers, provide Worker Environmental Awareness Programs to all personnel before the commencement of activities, perform monitoring during activities, stop any work that may result in the take of listed species, relocate listed species as necessary, and restore areas that are temporarily affected by ground disturbance activities to pre-existing or better conditions upon completion of work. Example land management BMPs, which include biological resources BMPs and other resource impact

¹⁵ <https://www.nfwf.org/mitigating-impacts/sacramento-district-california-lieu-fee-program/notice-funding-availability>

avoidance BMPs (many of which are duplicative of BMPs previously referenced in other LMP tasks), are available¹⁶; the District will coordinate with a qualified biologist as needed to identify specific BMPs to be implemented to ensure full biological resources impact avoidance. **Frequency: As necessary.**

Task 20: Manage invasive species. Working with partner agencies, the District will regularly survey the open space lands for the presence of invasive species and track infestations and treatment efficacy over time, with an emphasis on invasive plants. Invasive plant infestations prioritized for treatment include:

- infestations of “high priority” species identified in Table 9 of this LMP;
- infestations along roads, trails or other major travel corridors or heavily utilized recreational areas (e.g., aero club, campground), where the potential is high for seeds and other weed propagules to be spread;
- infestations of new or incipient species that have a limited distribution within the open space lands or regionally, so these species are controlled before they are able to spread to other areas (where control would be more difficult, more costly, and less likely to succeed); and
- infestations of other species that, by nature of their biology and ecology, have a high potential to spread and cause ecological damage (e.g., species that are rated by Cal-IPC as having high or moderate ecological impacts) along with species considered by the Watershed Council, Tahoe National Forest, and other land management partners to be treatment priorities.

In general, the District will encourage hand removal or small hand-powered or handheld equipment (such as a string trimmer) to treat invasive plant infestations when feasible. If hand-removal methods prove to be ineffective or the infestation is too widespread for hand removal to be practical, more intensive mechanical methods (e.g., mowing) or targeted livestock grazing (e.g., using goats or sheep) may be considered.

Herbicides will be used only if other methods of invasive plant control are impractical due either to cost, low probability of success, or logistical constraints presented by the potential for unintended damage to nontarget plants and wildlife. All herbicides will be applied according to the guidelines below.

- Only nonrestricted herbicides will be used. To determine if a pesticide is restricted or not, the District will check the *California Department of Pesticide Regulation Pesticide Products Registered as Restricted Materials* database¹⁷. In California, restricted herbicides include chemicals meeting either the California or federal definition of a restricted herbicide.

¹⁶ https://www.fws.gov/uploadedFiles/Appendix_L_Best_Management_Practices.pdf

¹⁷ <http://apps.cdpr.ca.gov/label/restricted.cfm>

- An herbicide application plan will be developed for each planned treatment in consultation with a California-licensed Pest Control Advisor (PCA), and herbicides will only be applied by licensed applicators (i.e., a Qualified Applicator License or Certificate). If herbicide is applied by an individual meeting the definition of a private applicator under California law (3 CCR Section 6000), consultation with a PCA is not required.
- All herbicide application will be done according to the restrictions outlined in this LMP and restrictions set forth by the State of California and the Placer or Nevada County Agricultural Commissioner (as appropriate).
- Herbicides will be mixed and applied in conformance with the product manufacturer's directions.
- The herbicide applicator will be equipped with splash protection clothing and gear, chemical resistant gloves, chemical spill/splash wash supplies, and material safety data sheets for all herbicides to be used.
- Appropriate herbicide avoidance buffers will be established around locations of sensitive habitats (e.g., ponds, streams, meadows, and other wetland habitats) when the potential exists for herbicides to adversely affect these habitats (e.g., through drift or movement through soil). Avoidance buffer widths will be developed by the District in consultation with a PCA or other qualified professional as appropriate.
- If applying herbicides near, or in, aquatic habitats, only herbicides labeled for aquatic areas will be used.
- Herbicides will not be applied when wind speeds exceed 15 miles per hour or during times when, in the professional opinion of the PCA or herbicide applicator, there is the potential for herbicide drift onto nontarget species.
- Herbicides will not be applied during rainfall or other precipitation, within 72 hours prior to predicted precipitation (greater than 30% chance of at least 0.10 inch of precipitation), or within 24 hours following at least 0.10 inch of precipitation.

When planning and designing treatment strategies, the District will ensure that CDFW and USFWS are consulted before implementing any strategy with the potential to adversely affect protected species (see Tables 7 and 8) or habitat for these species. **Frequency: As necessary.**

Task 21: Implement appropriate invasive species control BMPs. The District will implement standardized BMPs¹⁸, or similar guidelines, during all operations and maintenance activities as appropriate to prevent the establishment of new invasive species populations on the open space lands.

¹⁸ <https://www.cal-ipc.org/resources/library/publications/landmanagers/>; https://www.cal-ipc.org/resources/library/publications/tree_sierra/; <https://www.cal-ipc.org/resources/library/publications/sierra-meadow/>

These BMPs can include, but are not limited to avoiding travel from infested to non-infested areas; cleaning tools, equipment, and vehicles before being used or moved between sites infested with invasive plants; minimizing soil disturbance; and using only seed, straw, and other erosion control materials which are certified weed free. **Frequency: As necessary.**

Objective 12: Avoid impacts on cultural resources during all operations, maintenance, and management actions on open space lands.

Task 22. Implement appropriate cultural resources BMPs. The District will implement standardized BMPs, or similar guidelines as appropriate, during all operations, maintenance, and management activities on the open space lands to prevent avoid adverse effects on cultural resources. These BMPs can include, but are not limited to having a qualified archaeologist complete cultural resources evaluations in planned work or disturbance areas, conducting field surveys at the intensity appropriate to identify cultural resources that might be affected by planned activities, implementing protective measures and creating avoidance buffers around documented cultural resource locations, and suspending activities and consulting with appropriate persons (e.g., State of California Historic Preservation Officer, Washoe Tribe representatives) in the event that cultural resources are discovered inadvertently during management and maintenance activities. Additional, potentially-applicable cultural resources impact avoidance BMPs are provided with the reference document cited in Task 20 above; the District will coordinate with a qualified archaeologist or cultural resources specialist as needed to identify specific BMPs to be implemented to ensure full cultural resources impact avoidance. **Frequency: As necessary.**

5.6 Economic Development Element

Goal: Reasonable economic development of the open space lands is accommodated to support the Town and surrounding communities, when compatible with other goals listed above and where legally allowed.

Objective 10.1. Avoid development that exposes the public to significant levels of noise, that possibly creates public safety hazards, or that is otherwise incompatible with other values of the District's open space lands.

Task 23. Support appropriate opportunities for economic development. The District, working with the Town of Truckee, Placer County, Nevada County, and other interested parties, will participate in efforts to investigate appropriate economic development opportunities on the open space lands. In general, appropriate development activities would be expected to provide community benefits to the Town of Truckee and other District residents while not impairing the visual, habitat, and recreational qualities of the open space lands or impairing water quality, threatening public safety, or adversely affecting or constraining TRK operations. **Frequency: As necessary.**

Section 6.0 Funding

The following provides an estimate of the funding required to implement this LMP. As described previously in Section 1, approximately one-half of the District’s annual operating budget is funded through local property tax assessments against parcels within the District’s boundaries; the remainder of the District’s operating budget is funded through revenue associated with operation of TRK. These revenue sources provide a relatively reliable and stable source of funds to implement this LMP. Additionally, the District leverages partnerships with TDLT, TRWC, and other entities locally to implement many elements of its open space conservation program, which will include implementation of this LMP following adoption of the Plan by the District’s Board of Directors.

Table 12 provides an initial estimate of the costs associated with implementing each task described in Section 5 of this LMP. These costs were developed in consultation with the District’s Director of Aviation and Community Services, Mr. Hardy Bullock. In some cases, a probable range of costs is provided (as opposed to a single cost), to reflect some uncertainty in the magnitude of each task to be conducted based on District priorities and changing conditions annually (e.g., potential for increased maintenance due to storm damage, weather-influenced density or extent of vegetation growth, or other events that are likely to occur but difficult to predict in terms of timing and impacts). In many cases, specific tasks described in this LMP do not require significant District funding, other than administrative staff support and participation or logistical coordination, because those tasks largely are expected to be implemented and funded by the District’s partners; these tasks are so noted where applicable.

Finally, these initial cost estimates are preliminary and intended to provide a starting point for estimating the cost of LMP implementation for the District. As with other elements of this LMP, these cost estimates should be reviewed and revised periodically to incorporate additional information and experience gained over time; to reflect changing conditions and priorities on the open space lands and regionally; and to reflect other factors that have the potential to influence the costs of LMP implementation (e.g., wildfires that could occur on the open space lands, climate change).

Table 12. Estimated Cost of LMP Implementation

Task #	Description	Frequency	Low-end Estimate	High-end Estimate	Notes
1	Manage airport vegetation	Annually	\$100,000	\$110,000	Mowing, mastication, and similar activities around TRK.
2	Forest management	Annually	\$75,000	\$75,000	Vegetation management in Waddle Ranch to be expanded to other forested open space lands (e.g., Jones, Martis Lake Estates)
3	Update forest management actions	Every 10 years	\$25,000	\$25,000	Evaluate and revise ongoing forest management actions.

Task #	Description	Frequency	Low-end Estimate	High-end Estimate	Notes
4	Maintain water for wildfire suppression	Annually	\$10,000	\$20,000	Road maintenance and access maintenance for water drafting from Dry Lake.
5	Develop additional water sources	As necessary	\$0	\$0	Collaborate and cooperate for others (e.g., TFPD, CAL FIRE) to develop additional water sources for wildfire suppression on the open space lands.
6	Inspect and maintain roads	Annually	\$5,000	\$15,000	Additional road maintenance in excess of roads maintained for water sources and wildfire suppression (Task 4)
7	Implement water quality BMPs	Annually	\$0	\$0	Included, as appropriate, in cost estimates for other tasks (e.g., Tasks 1 and 2).
8	Inspect and maintain trails	Annually	\$0	\$0	Collaborate and cooperate for others (e.g., TDLT) to maintain trails on the open space lands.
9	Inspect and maintain culverts	Annually	\$0	\$0	Included in costs under Task 4 and Task 6; no additional cost required.
10	Install new culverts and crossings	As necessary	\$0	\$0	Collaborate and coordinate with others to install new culverts. Expected to be funded through partners (e.g., TRWC) as components of their project costs.
11	Implement BAER program following wildfire	As necessary	\$0	\$0	The amount of funding required would be dependent on fire severity and potential for cost-sharing with other affected project partners and, therefore, cannot be estimated. District portion of any costs would be funded through annual operating budget and other funding sources as available.
12	Develop irrigation and fertilizer management plan	As necessary	\$0	\$0	Collaborate and cooperate for the TDRPD to develop and implement a plan for the Ponderosa Golf Course.
13	Support collaborative water quality improvement	Annually	\$25,000	\$25,000	Annual District contribution to the TRWC's Foriver Partnership.
14	Develop additional trails	As necessary	\$0	\$0	Collaborate and cooperate for others to identify and develop additional recreational trails within the open space lands.
15	Collaborate to increase recreational use	As necessary	\$0	\$0	Collaborate and cooperate for others (e.g., TDRPD) to identify and develop additional recreational

Task #	Description	Frequency	Low-end Estimate	High-end Estimate	Notes
					opportunities (in addition to trails) within the open space lands.
16	Develop education and outreach materials	Annually	\$5,000	\$5,000	District cost-share to collaborate with others for developing educational signage and printed materials, in addition to providing information on the open space lands as part of the District's website.
17	Manage and restore natural habitats	As needed	\$0	\$0	Collaborate and coordinate with others to manage natural habitats and increase ecological values of the open space lands. Expected to be funded primarily through partners (e.g., TRWC) as components of their project costs; additional District funding included through Task 2 and Task 13.
18	Inventory biological resources	As necessary	\$0	\$0	Collaborate and coordinate with others to inventory biological resources on the open space lands and support implementation of species-focused management.
19	Implement biological resources BMPs	As necessary	\$0	\$0	Included, as appropriate, in cost estimates for other tasks (e.g., Tasks 1 and 2).
20	Manage invasive species	Annually	\$5,000	\$5,000	Invasive plant control and similar management actions to limit the spread and impacts of invasive species
21	Implement invasive species BMPs	As necessary	\$0	\$0	Included, as appropriate, in cost estimate for Task 20.
22	Implement cultural resources BMPs	As needed	\$0	\$0	Included, as appropriate, in cost estimates for other tasks (e.g., Tasks 1 and 2).
23	Support appropriate economic develop	As needed	\$0	\$0	Collaborate and cooperate for others (e.g., Town of Truckee) to investigate, plan, and implement appropriate economic development opportunities on the open space lands.
Total Annual Costs			\$227,500	\$257,500	Includes annualized cost to update forest management actions every 10 years.

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Appendix A. Annotated Bibliography

Truckee Tahoe Airport Land Management Plan

Annotated Bibliography: Last Updated September 23, 2020

1 Regulatory

Reference/Summary
<p>Placer County, 2003, Martis Valley Community Plan, 136 p.</p> <p><i>In combination with the General Plan, this is the official statement of Placer County setting forth goals, policies, assumptions, guidelines, standards, and implementation measures that will guide the physical, social, and economic development of the Martis Valley area to at least the year 2020.</i></p>
<p>California Regional Water Quality Control Board, 2008, Water Quality Control Plan Amendment, Total Maximum Daily Load for Sediment, Middle Truckee River Watershed, 9 p.</p>
<p>Amorfini and Holden, 2008, Staff Report: Total Maximum Daily Load for Sediment, Middle Truckee River Watershed, Placer, Nevada, and Sierra Counties, includes Gray and Bronco Creeks, 115 p.</p> <p><i>Provides the analytical basis for the TMDL as adopted by the Lahontan Regional Water Board.</i></p>
<p>Nichols Consulting Engineers, 2008, Truckee River Water Quality Monitoring Plan, Final Plan: consulting report prepared for Placer County and the Town of Truckee, 267 p.</p> <p><i>Describes water quality monitoring requirements under Placer County and the Town of Truckee's Municipal System Phase 4 (MS4) stormwater discharge permits, along with a recommended monitoring and analysis program to meet those requirements.</i></p>
<p>CDM, 2011-2019 Final Joint Annual Monitoring Report for Implementation of the Truckee River Water Quality Monitoring Plan, Water Year 2011-2019: consulting reports prepared for the Town of Truckee / County of Placer.</p> <p><i>CDM-Smith has carried out and made modifications to the Water Quality Monitoring Program for both Placer County (2010-2019) and the Town of Truckee (2010-2014). Data and analyses are presented in annual monitoring reports.</i></p>

2 Water Quality, Habitat, Land Use History

Reference/Summary

Truckee River Watershed Council, 2004, Coordinated Watershed Management Strategy for the Middle Truckee River: A watershed management plan for the reduction of potentially harmful non-point source sedimentation and appropriate restoration of riparian, aquatic and wetland habitat, 236 p.

This document is a compilation of information, including management strategies and on-the-ground project ideas to help achieve desired conditions in the Truckee River watershed related to riparian, aquatic, and wetland habitat. This includes a baseline assessment, land use history, recommended management strategies, proposed projects, a monitoring plan, and summary recommendations.

Lindstrom, S., 2011, Martis Valley Work Book A Contextual Overview of Human Land Use and Environmental Conditions: report prepared for Balance Hydrologics, 107 p.

This workbook presents an overview of the pre-history and historical land use in the Martis Watershed. Both tribal and European land management practices are included, along with descriptions of where heavy land-altering activities took place.

Birkeland, P.W., 1962, Pleistocene History of the Truckee Area, North of Lake Tahoe, California: Ph.D dissertation Stanford University, p.151

Describes the glacial history and geology of Martis Valley

Birkeland, P.W., 1963, Pleistocene Volcanism and Deformation of the Truckee Area, North of Lake Tahoe, California: Geological Society of America Bulletin, v.74, p.1453-1464

Describes the bedrock geology of Martis Valley

Melody, A.D., 2009, Active Faulting and Quaternary Paleohydrology of the Truckee Fault Zone North of Truckee, California: masters thesis for Humboldt State University, p.81

Describes geologic structure and active faulting history of the region, including the Polaris Fault, which transects portions of TTAD open space lands.

Sylvester, A.G., Wise, W.S., Hastings, J.T., and Moyer, L.A., 2007, Digital geologic map of the Tahoe-Donner Pass Region, Northern Sierra Nevada, CA, scale 1:40,000.

3 Management Plans and Programs

Meade and Hunt, 2015, Truckee Tahoe Airport Master Plan, 226 p. GEI, 2018, Annual Report for the Martis Valley Groundwater Basin Sustainable Groundwater Management Act Alternative Submittal, Water Years 2016 and 2017: consulting report prepared for Truckee Donner Public Utility District, 58 p.

Three primary focus areas of this report are: 1) exploring options to expand annoyance mitigation programs, 2) managed growth of aviation facilities, and 3) Enhancement of community-related functions. The Master Plan is organized into the following chapters:

- *Inventory of Existing Conditions*
- *Aviation Forecasts*
- *Facility Requirements*
- *Alternatives Analysis*
- *Adoption and Implementation*

Bianchio D.E., 2013, Waddle Ranch Long Term Forest Management Plan: management plan prepared for land owners, 50 p.

This document is a guide for landowners of Waddle Ranch that provides a historical and resource baseline to provide information needed to guide management decisions as they relate to forest health and longevity. The Plan describes site conditions, forest health issues, and habitat. Management activities are ranked on a scale of priority, which was established collaboratively between the landowner, the forester, and the other land managers involved in the ownership. The Plan also presents alternatives to management activities such that the management is adaptive instead of prescriptive, hence truly catered to the unique characteristics of the site.

GEI, 2016, Martis Valley Groundwater Basin Sustainable Groundwater Management Act Alternative Submittal: consulting report prepared for Truckee Donner Public Utility District, 109 p.

This document provides annual monitoring data and presentation of Martis Valley Groundwater Basin (MVGB or Basin) conditions that are functionally equivalent to the requirements and regulations for a Groundwater Sustainability Plan (GSP) under the Sustainable Groundwater Management Act (SGMA) by the California Department of Water Resources (DWR). Water levels, groundwater extractions, surface water conditions, groundwater recharge from imported wastewater, measured and estimated total water use and groundwater storage change estimates were compiled and presented. The conclusion of this document is that by the standards set forth by the Alternative Submittal to a Groundwater Sustainability Plan for the MVGB, groundwater conditions within the MVGB continue to be sustainable.

Glenshire Brockway Shaded Fuel Break Project

CalFire, Truckee Tahoe Airport District, and Truckee Fire Protection District are working with the National Forest Foundation to protect and restore forested areas through targeted forest health efforts in NFF's Tahoe Headwaters Treasured Landscape site. The project area consists of forested lands owned by five different, non-federal landowners. The primary goal of the project is to reduce the risk of high and severity of wildfire in strategic locations in an effort to help protect the town of Truckee and adjacent communities. The project will improve forest stand conditions, reduce dead and dying trees, and result in a strategically located "fuel break" and protect values at risk near Truckee, California.

Town of Truckee and Fehr & Peers, 2015, Town of Truckee Trails and Bikeways Master Plan, 70 p. + figures and appendices

Trails & Bikeways Master Plan was developed to implement the directly related goals, policies, and actions contained within the Town of Truckee 2025 General Plan. It is a community-based planning effort promoting the implementation of a local dirt trail, bikeway, and walkway network designed to increase recreational, educational, and active transportation opportunities for the benefit of Truckee area residents, visitors, and workers. It is intended to be used as a guide for future local, state, and federal roadway improvement projects and future dirt trail projects, and to identify general trail corridors.

Eastern Placer County Fire Chiefs, 2019, Regional Fire Training Center, Concept and Request, 2 p. + graphic

The Eastern Placer County Fire Chiefs would like to develop a Regional Fire Training Center to provide frequent, high quality training that will reduce the daily risk that firefighters encounter when responding to emergencies. The Regional Fire Training Center would be similar to other fire training centers and include various realistic fire training props and a classroom that would sit on an approximately 6-acre area on Joerger Drive.

Hydro-Search Inc., 1995, Ground-Water Management Plan Phase 1, Martis Valley Ground-Water Basin, Basin No.6-67, Nevada and Placer Counties, California: ground water management plan report for Truckee Donner Public Utility District, p.92

The Phase 1 Ground-Water Management Plan for the Martis Valley Ground-Water Basin provides the framework to protect the chemical quality of the ground-water resource and to assure continued supply of high quality ground-water to the population within and adjacent to Martis Valley. Phase 1 of the plan delineated the horizontal and vertical extent of the ground-water basin based on the best available information at that time, described the recharge and discharge relationships between surface and ground-water, presented a ground-water budget, discussed the ground-water flow system, summarizes ground-water development, and proposed a ground-water monitoring plan to collect baseline and ongoing data regarding ground-water levels and withdrawal rates.

Smith, D.L. and Katzer, T., 2003, Measurement of Ground Water Discharge to Streams Tributary to the Truckee River in Martis Valley, Placer and Nevada Counties, California: report submitted to the Placer County Planning Department, 56 p.

This study involved the collection of streamflow data in streams tributary to Martis Creek to refine previous estimates of groundwater availability in Martis Valley, and describe the relationships between groundwater discharge and groundwater recharge in the margins of the Martis Valley Groundwater Basin.

Drake, K. and Hogan, M., 2011, Waddle Ranch Watershed Assessment: year 1 summary report: Integrated Environmental Restoration Sciences consulting report, 127 p.

The Waddle Ranch Supplemental Environmental Project (SEP) was developed as a response to alleged water quality violations incurred in the watershed in 2006. The intent of the SEP was to use fine money to create beneficial environmental improvements that would offset impacts from East West's actions. Further, this SEP was designed to leverage work done on the ground to produce user-accessible guidance documents for watershed assessments and forestry/fuels work. Both documents are designed to target water quality protection as their primary goals.

North Fork Associates, 2010, Martis Valley Regional Trail Initial Study, Placer and Nevada Counties, California: report prepared for Northstar Community Services District, 52 p.

The Martis Valley Regional Trail Initial Study provided an initial assessment of a proposed trail alignment that will provide another key connection in the regional system, linking the Town of Truckee to Northstar and Northstar to trails that access Kings Beach and Tahoe City. The Study includes a description of the proposed segments, trail construction techniques, best management practices, public access, construction schedule, and long-term maintenance and management.

Nimbus Engineers, 2001, Ground Water Availability in the Martis Valley Ground Water Basin, Nevada and Placer Counties, California: report prepared for the Truckee Donner Public Utility District and Placer County Water Agency, 90 p.

This report discusses the controlling hydrogeologic features in the Martis Valley Ground Water Basin, identifies the components of inflow and outflow for the Basin, develops a water balance for the Basin, and estimates the availability of ground water in the Basin based on the data available at the time the study began. As part of this study, a review of the 1975 Hydro-Search, Inc. study was performed. Additional geologic and hydrologic data was compiled since 1975 and was used to calculate the amount of ground water available in the Basin without changing the total volume stored over the long term.

Shaw and others, 2012, Martis Watershed Assessment, Placer and Nevada Counties, California: Balance Hydrologics consulting report prepared for Truckee River Watershed Council, in cooperation with Integrated Environmental Restoration Sciences and Susan Lindstrom, consulting archaeologist, 249 p.

The Martis Watershed Assessment outlines the science and policy information needed to direct restoration and conservation projects within the watershed. The document evaluates the watershed attributes, provides a disturbance inventory including documentation of existing conditions, and identifies restoration opportunities and potential constraints. Through an assessment of historical and present-day watershed and reach-scale hydrologic and geomorphic conditions, a clear basis for prioritization of land management needs and restoration priorities is provided.

Truckee Basin Study, ongoing, <https://www.usbr.gov/mp/tbstudy/index.html>

The Truckee Basin Study program is an ongoing collaboration between the Bureau of Reclamation, Placer County Water Agency, Tahoe Regional Planning Agency, Truckee Meadows Water Authority, and Truckee River Flood Management Authority. The Truckee Basin Study evaluates the range of potential changes in water demands due to factors such as a growing human population and compares those demands to existing reservoir storage and other supplies under potential future uncertainties, including climate change. Informed by this understanding, the Basin Study will develop and evaluate strategies for resolving the range of potential imbalances in supply and demand and recommend adaptation strategies that best mitigate any negative impacts of climate change or other sources of uncertainty.

Meade and Hunt, 2020, Master Plan: Truckee River Regional Park, 2020-2030: prepared for Donner Recreation and Park District, 77 p. + appendices, available at

<https://www.tdrpd.org/DocumentCenter/View/597/TRRP-Master-Plan-?bidId=> , accessed 2/5/2020

The Master Plan provides the necessary information to assist the TDRPD Board and staff in acquiring and allocating resources to meet community recreational goals, needs and priorities. It is intended to serve as a decision-making guide, providing an inclusive framework for orderly and consistent planning, acquisition, development, administration of TRRP and recreation resources, programs, design decisions and capital improvements.

Starr, K., and Svahn, J., 2013, Waddle Ranch Preserve and Elizabethtown Meadows Trails and Signage Master Plan, Draft 3-27-13, 8 p.

The updated Master Plan builds off the original master plan document, with updates to include Martis Creek Estates and the Jones Parcel (together referred to as “Elizabethtown Meadows”), adjacent to the Waddle Ranch Preserve. The plan identifies trails to be constructed, routes to be prioritized, needed structures and special trail features, and optimal areas for a group campground and picnic area. Trail design and construction standards are also included. Trails included in the Master Plan but not yet constructed include:

- a) A potential future trail connecting Martis Creek Dam to Joerger Drive*
- b) East Martis Creek Loop Trail*
- c) Group Campground*

4 GIS Data

Digital Ref ID	Reference/Summary	
4.1	<p>Project Boundaries and Features</p> <p><i>Management_Zones</i> Type: Polygon Shapefile Source: TTAD LMP; H. T. Harvey derived based on LMP descriptions Acquisition Date: 2019 Comments: Derived from legal parcel polygons combined with heads up digitizing boundaries surrounding Truckee-Tahoe Airport</p> <p><i>Project_Location</i> Type: Polygon Shapefile Source: Truckee-Tahoe Airport District with H. T. Harvey modifications Acquisition Date: 2019 Comments: Parcels depicting locations of open space lands provided by Truckee-Tahoe Airport District combined with heads up digitizing of boundaries surrounding Airport</p> <p><i>Point Features</i> Type: Point Shapefile Source: Truckee-Donner Land Trust map of trails and facilities on Waddle Ranch and Elizabethtown Meadows properties Acquisition Date: 2020 Comments: Heads up digitized by H. T. Harvey & Associates from map available online at: https://www.truckeedonnerlandtrust.org/elizabethtown-meadows (last accessed 9/8/20)</p>	HTH

Digital Ref ID	Reference/Summary	
4.2	<p>Roads and Trails</p> <p><i>Roads</i> Type: Polyline Shapefile Source: Placer Co., Nevada Co., Martis Valley Watershed Assessment Acquisition Date: Unknown; 2011 Comments: County Roads and historical road alignments and digitized from USGS topographical maps</p> <p><i>Trails</i> Type: Polyline Shapefile Source: Truckee-Donner Land Trust map of trails and facilities on Waddle Ranch and Elizabethtown Meadows properties Acquisition Date: 2020 Comments: Heads up digitized by H. T. Harvey & Associates from map available online at: https://www.truckeedonnerlandtrust.org/elizabethtown-meadows (last accessed 9/8/20)</p> <p><i>Observed_Drainage_Capture_by_Roads</i> Type: Polyline Shapefile Source: TTAD LMP; Balance flow accumulation analysis Acquisition Date: 2020 Comments: Desktop identified; field verified</p> <p><i>Potential_Drainage_Capture_by_Roads</i> Type: Polyline Shapefile Source: TTAD LMP; Balance flow accumulation analysis Acquisition Date: 2020 Comments: Desktop identified</p>	Bal

4.3	<p>Water</p> <p><i>Streams</i> Type: Polyline Shapefile Source: Placer County Acquisition Date: 2014 Comments: Placer County streams layer</p> <p><i>MajorWaterways</i> Type: Polygon Shapefile Source: National Hydrography Dataset (NHD) Acquisition Date: 2020 Comments: National geospatial datasets representing surface water</p> <p><i>TTAD_Watersheds</i> Type: Polygon Shapefile Source: USGS Streamstats Acquisition Date: 2020 Comments: Digital elevation data from USGS 3D Elevation Program</p> <p><i>Streams_1acre_area_100ft_length</i> Type: Polyline Shapefile Source: TTAD LMP; Balance flow accumulation analysis Acquisition Date: 2020 Comments: Only streams with a contribution area of 1 acre or greater and a length of 100 feet or longer are included</p> <p><i>IsohyetalLines_inches</i> Type: Polyline Shapefile Source: Nevada County Acquisition Date: 1995 Comments: Mean annual precipitation contours</p> <p><i>FloodHazard_NevadaCo</i> Type: Polygon Shapefile Source: FEMA Acquisition Date: 2020 Comments: National Flood Hazard Layer</p> <p><i>FloodHazard_PlacerCo</i> Type: Polyline Shapefile Source: FEMA Acquisition Date: 2020 Comments: National Flood Hazard Layer</p>	Bal
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Digital Ref ID	Reference/Summary	
	<p>Land Designation</p> <p><i>Conservation Easement</i> Type: Polygon Shapefile Source: California Conservation Easement Database, Greeninfo Network (2020) Acquisition Date: 2020 Comments: Created and maintained by Geeninfo Network, available online at: https://www.calands.org/cced/ (last accessed 9/8/2020)</p> <p><i>CPAD_2020</i> Type: Polygon Shapefile Source: California Protected Areas Database, Greeninfo Network (2020) Acquisition Date: 2020 Comments: Created and maintained by Geeninfo Network, available online at: https://www.calands.org/cpad/ (last accessed 9/8/2020)</p>	

4.5	<p>Land Cover and Alterations</p> <p><i>Vegetation and Land Cover</i> Type: Polygon Shapefile Source: USFS Region 5 Existing Vegetation (CalVEG), Northern Sierra Region (2017); combined with H. T. Harvey mapping of aspen stands, riparian areas, and meadows. Acquisition Date: 2019 Comments: H. T. Harvey mapping created from heads up digitizing of community boundaries using Google Earth imagery. CalVEG Northern Sierra dataset available at: https://enterprisecontentnew-usfs.hub.arcgis.com/datasets/0815c3f5fda44584a34fc7d82d44dfb2_7 (last accessed 9/8/20)</p> <p><i>Treatment Areas</i> Type: Polygon Shapefile Source: North Valley Resource Management (Danielle Bradfield, RPF) Acquisition Date: 2019 Comments: Derived for Waddle Ranch Long-term Forest Management Plan (2013)</p> <p><i>Treatment Complete</i> Type: Polygon Shapefile Source: North Valley Resource Management (Danielle Bradfield, RPF) Acquisition Date: 2019 Comments: Current treatment status provided for update in preparing the TTAD LMP.</p> <p><i>Fire History</i> Type: Polygon Shapefile Source: CalFIRE Fire Perimeter Database (v. 2019) Acquisition Date: 2019 Comments: Interagency fire perimeter database, housed by CalFIRE Fire and Resource Assessment Program, available online at: https://frap.fire.ca.gov/frap-projects/fire-perimeters/ (last accessed 9/8/20)</p> <p><i>Resistance to Control</i> Type: Raster (.tif file) Source: Town of Truckee Community Wildfire Protection Plan (2016) Acquisition Date: 2020 Comments: Prepared by Truckee Fire Protection District. Data obtained from Wildland Rx and Deer Creek Resources</p>	HTH
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Digital Ref ID	Reference/Summary	
4.6	<p>Geology and Soils</p> <p><i>Geology</i> Type: Polygon, Polyline, Point Shapefile Source: Saucedo and others, 2005 Geologic map Acquisition Date: 2005 Comments: Digital geologic map of the Lake Tahoe Basin</p> <p><i>Soils</i> Type: Polygon Shapefile Source: USDA NRCS Web Soil Survey Acquisition Date: 2011 Comments: Soil classification</p>	

Appendix B. Waddle Ranch, Martis Lake Estates, and Jones Parcel Conservation Easement Grant Deeds

RECORDING REQUESTED BY:
Fidelity National Title Company of California

AND WHEN RECORDED MAIL TO
Perry Norris
C/O Truckee Donner Land Trust
P.O. box 8816
10069 West River Street
Truckee, Ca. 96162

Escrow No.:
Locate No.: CAFNT0929-0929-0051-0000099578
Title No.: 06-99578-SC



Nevada County Recorder
Gregory J. Diaz
DOC- 2007-0033300-00

Acct 6-Fidelity National Title Co
Monday, OCT 29, 2007 10:45:00
NOC \$0.00!!

Ttl Pd \$0.00

Nbr-0000522596
SAH/SH/1-64

64
NF

SPACE ABOVE THIS LINE FOR RECORDER'S USE

This Document is being signed IN Counterpart
Grant Deed of Conservation Easement

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(Additional recording fee applies)

Recording requested by
and when recorded mail to:

Truckee Donner Land Trust
Attn: Perry Norris
P.O. Box 8816
10069 West River Street
Truckee, CA 96162

Space above this line reserved for Recorder's use

Placer County APNs: 110-010-026-000, 110-010-027-000, 110-010-017-000,
110-010-021-000, 110-010-018-510, 110-010-022-510, 110-010-023-000,

Nevada County APNs: 49-040-20, 49-040-21, 49-040-22, 49-040-23 & 49-050-01

GRANT DEED OF CONSERVATION EASEMENT

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EXHIBITS

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GRANT DEED OF CONSERVATION EASEMENT

This Grant Easement of Conservation Easement (this “**Easement**”), dated for reference purposes as of October 26, 2007, is entered into by and between TRUCKEE DONNER LAND TRUST, a 501(c)(3) non-profit California Corporation (“**Grantor**”), and COUNTY OF PLACER, a political subdivision of the State of California, authorized to hold interests in land (“**Grantee**”), on the following facts and circumstances:

I. RECITALS

A. **The Property.** Grantor owns that certain real property, consisting of approximately 594.86 acres of land in Placer County, California, and of approximately 867.82 acres of contiguous land in Nevada County, California which is more particularly described in **Exhibit 1-A** which is attached hereto (the “**Property**”), which is also depicted on the map which is attached hereto as **Exhibit 1-B** (the “**Map**”).

B. **Conservation Values.** The Property possesses significant natural, ecological, and aesthetic values for conservation purposes as well as scenic, open space, and non-motorized recreational values which are of importance to Grantor and Grantee, to the people of the county or counties in which the Property is located, and to the people of the State of California. These values further include, but are not limited to, wildlife and plant resources of value as habitat, food sources and migratory routes; open space for the scenic enjoyment of the general public; and public recreational access values as set forth elsewhere in this document. The Property is also a natural area which qualifies as a “relatively natural habitat of fish, wildlife, or plants, or similar ecosystem”, as that phrase is used in Section 170(h)(4)(A)(ii) of the Internal Revenue Code of 1986 (as amended) (the “**IRC**”) (collectively, the “**Conservation Values**”).

C. **Public Benefit.** The Conservation Values of the Property include (but are not necessarily limited to) habitats essential to maintaining various natural communities of sensitive, rare, and/or endangered plant and animal species. The protection of the Property will also help to support many other non-listed plant and animal species which are dependent on the water sources, nesting habitat, and food sources found on the Property; will enhance connectivity between other nearby protected areas, parks, and/or watershed areas for wildlife; and will help to ensure that this area and its existing features will continue to be available for its natural habitat values. The Conservation Values of the Property also include the significant public benefit of preserving open space from development and providing protection for scenic qualities unique to the area.

D. **Preservation and Protection in Perpetuity.** Grantor, as the owner of the Property, owns the right to identify, preserve, protect, and enhance the Conservation Values of the Property, and wishes to grant to Grantee a conservation easement on the Property, in order to ensure that the Conservation Values of the Property are preserved, protected, and maintained

in perpetuity, and that they may be enhanced from time to time hereafter, all as provided in this Easement.

E. **Civil Code Sections 815 et seq.** The State of California recognizes the public importance and validity of conservation easements by enactment of Sections 815 *et seq.* of the California Civil Code.

F. **Grantee's Non-profit Status.** Grantee is a California county authorized to acquire and hold title to real property as described in Section 815.3 of the California Civil Code and IRC Sections 501(c)(3) and 509(a)(1); and is a "qualified organization" within the meaning of that term in IRC Section 170(h), qualified to acquire and hold conservation easements.

G. **Subsequent Conveyances by Grantor and Grantee.** It is understood and agreed that pursuant to the terms of a written agreement between Grantor Truckee Donner Land Trust ("**TDLT**") and Truckee-Tahoe Airport District ("**TTAD**"), a California Airport District organized and existing pursuant to the provisions of California Public Utilities Code Sections 22001 and following, TDLT shall in the future convey by grant deed fee title to the Property to TTAD. It is also understood and agreed that pursuant to the terms of this Conservation Easement Grantee Placer County in the future shall convey, assign and otherwise transfer its entire interest, subject only to **Subparagraph 22.3**, in this Conservation Easement to subsequent Grantee TDLT. Accordingly, the term "Grantor" as used in this Conservation Easement shall initially refer to TDLT and after TDLT's mandatory transfer of fee title to TTAD the term "Grantor" shall refer to TTAD. The term "Grantee" as used in this Conservation Easement shall initially refer to Placer County and after Placer County's mandatory transfer of this Conservation Easement to TDLT the term "Grantee" shall refer to TDLT. The timing and other terms of these mandatory conveyances are set forth more fully in **Paragraph 22** herein and its subparts. Where the name "TDLT" is used rather than as Grantor or Grantee, any rights or prohibitions with regard to that designation shall be in addition to any rights or prohibitions assigned to Grantor or Grantee and shall apply regardless of whether the transfers discussed above in this **Recital G** have occurred. Where the name "TTAD" is used rather than as Grantor or Grantee, any rights or prohibitions with regard to that designation shall be in addition to any rights or prohibitions assigned to Grantor or Grantee and shall apply regardless of whether the transfers discussed above in this **Recital G** have occurred.

II. GRANT OF CONSERVATION EASEMENT

Now, therefore, in consideration of the foregoing recitals, the respective agreements of the parties which are hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to Sections 815 *et seq.* of the California Civil Code, Grantor hereby grants in perpetuity, on behalf of itself and any and all successors and assigns of Grantor as the owner(s) of the Property (as they may exist from time to time, including Grantor, sometimes hereinafter referred to as "**Grantor**"), and Grantee

hereby accepts, a conservation easement in, on, over, and across the Property (the “**Easement**”) in favor of Grantee, and any and all successors and assigns of Grantee as the holder(s) of the Easement (as they may exist from time to time, including Grantee, sometimes hereinafter referred to as “**Grantee**”), granting to Grantee and all subsequent Grantees (each as to its term as Grantee) the rights of Grantee which are set out below, and restricting in perpetuity the uses which may be made of the Property, all on the following terms and conditions:

1. **Easement Purposes.** Grantor and Grantee intend that the use of the Property be managed and maintained by Grantor, and by any successor Grantors, in a manner that is consistent with the preservation, protection, and maintenance in perpetuity of the Conservation Values of the Property, and the enhancement of those Conservation Values, all as provided in more detail in this Easement (collectively, the “**Easement Purposes**”), while allowing the continuation of certain compatible existing uses at the Property, subject to the terms of this Easement. Grantor and Grantee agree that the Easement Purposes are consistent with IRC Section 170(h).

2. **Baseline Documentation Report.** Grantor and Grantee (who are each sometimes referred to herein as a “**Party**”) each acknowledge that certain biological and other physical attributes of the Property particularly relevant to the Easement are further documented in an inventory of such attributes which is referred to hereinafter as the “**Baseline Documentation Report**”, and which has been prepared by a competent biologist familiar with the environs and approved by Grantor and Grantee in writing. Grantor and Grantee each have a copy of the Baseline Documentation Report, executed by both parties. The Parties agree that the Baseline Documentation Report contains an accurate representation of such attributes of the Property at the time that this Easement is recorded, and is intended to serve as an objective, though non-exclusive, information baseline for monitoring compliance with the terms of the Easement. The foregoing notwithstanding, if a dispute arises with respect to the nature and extent of the physical or biological condition of the Property, the parties shall not be foreclosed from utilizing any and all other relevant documents, surveys, or other evidence or information to assist in the resolution of the dispute. The cost of preparing the Baseline Documentation Report shall be paid by TDLT.

3. **Rights Conveyed to Grantee.** The rights conveyed to Grantee and all subsequent Grantees by this Easement and pursuant to the Easement include, but are not limited to, the following:

3.1. **Right to Preserve and Protect.** Grantee shall have the right, but not the obligation, to identify, preserve, and protect in perpetuity the Conservation Values of the Property, including (but not limited to) the natural, ecological, scenic, and aesthetic features and values of the Property, the water resources of the Property, and the natural flora and fauna on the Property.

3.2. Right to Enhance and Restore. Grantee shall have the right, but not the obligation, to enhance and restore the Conservation Values of the Property, subject to any applicable terms of this Easement.

3.3. Right to Conduct Studies. Grantee shall have the right, but not the obligation, to conduct fish, wildlife, plant, and habitat studies on the Property, as well as research and monitoring on the Property, provided that such studies, research, and monitoring shall be carried out in a manner that will not interfere unreasonably with the permitted use(s) or enjoyment of the Property by Grantor or any permitted occupant(s) or user(s) of the Property pursuant to the terms of this Easement. Upon mandatory assignment of this Easement pursuant to **Paragraph 22** by Grantee Placer County to subsequent Grantee TDLT, Grantee TDLT may at its sole and absolute discretion temporarily transfer the rights in this **Subparagraph 3.3** to Sierra College, provided, however, that Sierra College must transfer such rights back to Grantee immediately upon Grantee's request.

3.4. Right of Access and Inspection. Grantee shall have the right to access and enter upon the Property at all reasonable times, using any and all easements and rights of way appurtenant to the Property (if any), after reasonable advance notice to Grantor, in order to: (1) inspect the Property; (2) exercise and enforce the rights which are granted herein; and (3) determine whether the activities conducted on the Property by others are in compliance with the terms of this Easement; it being understood that such access and entry will be made in a manner that will not interfere unreasonably with the permitted use(s) or enjoyment of the Property by Grantor or any permitted occupant(s) or user(s) of the Property pursuant to the terms of this Easement.

3.5. Right of Immediate Entry. Grantee, in Grantee's sole and absolute discretion, shall have the right of immediate entry upon the Property where such entry is necessary or desirable to prevent, terminate, or mitigate damage to or the destruction of, any of the Conservation Values, or to prevent, terminate, or mitigate a violation of the terms of this Easement. If Grantee determines immediate entry is necessary, Grantee need not provide Grantor with prior notice; however, Grantee shall provide Grantor with notice of entry within a reasonable time after such immediate entry.

3.6. Right to Enjoin Activity. Grantee shall have the right to enjoin any activity, or threatened activity, on the Property or other use of the Property which either: (1) is prohibited under the terms of this Easement; or (2) is inconsistent with the Conservation Values and/or Easement Purposes and not otherwise explicitly permitted under the terms of this Easement, whether such activity is carried out by Grantor, anyone acting for Grantor, or otherwise; and Grantee shall have the right to enforce the restoration by the responsible person(s) or entities of such areas or features of the Property as may be damaged by any such prohibited or inconsistent activity or use, and to recover appropriate damages with respect thereto. In the event of any such enforcement by Grantee against a person or entity other than

the then-Grantor of the Property, the Grantor shall cooperate with Grantee as reasonably requested in carrying out such enforcement.

3.7. Right of Original Grantee Enforcement. If the Easement is at any time held by a Grantee other than the original Grantee, the original Grantee shall be entitled to enforce the foregoing rights, as if it were still the sole Grantee, if and to the extent that it reasonably determines that the then-current Grantee is not adequately doing so, and the term "Grantee", as used herein, shall be interpreted to allow such enforcement.

3.8. Rights Per Exhibit. In furtherance of the foregoing rights, Grantee shall additionally have the non-exhaustive list of specific rights set out in Exhibit 2 which is attached hereto.

4. Consistent or Otherwise Permitted Uses of the Property. Grantor shall have the right, after obtaining any consent or approval needed under the terms of this Easement, to carry out all activities at and uses of the Property which are permitted in Exhibit 3 which is attached hereto, subject to any applicable restrictions set out in that Exhibit or elsewhere in this Easement. Grantor shall confine its use of the Property to those permitted activities and uses, and to such other activities at and uses of the Property as are both: (1) consistent with the Easement Purposes; and (2) not prohibited under the terms of this Easement.

5. Prohibited Uses of the Property. The uses of the Property described in Exhibit 4 attached hereto are agreed by Grantor and Grantee to be prohibited at the Property, except to the limited extent (if any) that they are permitted pursuant to the terms of Exhibit 2 or Exhibit 3. The list of prohibited uses in Exhibit 4 is also designed to provide Grantor and Grantee with guidance in determining whether other activities are inconsistent with the Easement Purposes. In making this grant of Conservation Easement, Grantor has considered the possibility that uses prohibited by the terms of this Conservation Easement may become more economically valuable than permitted uses and that neighboring properties may in the future be put entirely to such prohibited uses. It is the intent of both the Grantor and Grantee that any such changes will not be deemed to be circumstances justifying the termination, extinguishment, or modification of this Conservation Easement. In addition, the inability of Grantor, or the Grantor's heirs, successors, or assigns, to conduct or implement any or all of the uses permitted under the terms of this Conservation Easement, or the unprofitability of doing so, will not impair the validity, force and effect of this Conservation Easement or be considered grounds for its termination, extinguishment, or modification.

6. Easement Enforcement. The following provisions shall be applicable to enforcement of the Easement:

6.1. Violations. In the event of a violation of the terms of this Easement, or any activity threatening to create such a violation, Grantee shall have all remedies available

under Applicable Law, whether at law or in equity, to enforce the terms of this Easement and/or prevent the threatened activity, including (but not limited to) the right to: (i) seek a temporary or permanent injunction with respect to the activity involved; (ii) force the restoration of the affected portion(s) of the Property to a condition similar or equivalent to its prior condition, whether by restoring soils, replanting suitable domestic vegetation, or such other action as is reasonably necessary to achieve such restoration; and (iii) recover any additional appropriate damages; provided, however, that Grantee shall not enforce its rights under clauses (i), (ii) or (iii) above against Grantor, except in compliance with the provisions of **Subparagraph 6.2** below. The foregoing remedies shall be cumulative and shall be in addition to all other remedies existing at law or in equity. If Grantee recovers any form of monetary damages with respect to such a violation or threatened activity, whether from Grantor or from any third party, it shall ensure that all of such damages (after appropriate costs of suit and enforcement are reimbursed), are applied to restore the Property to its prior condition or otherwise ameliorate the situation, as appropriate, or, to the extent that that is not possible, are otherwise applied with respect to the Property in a manner furthering the Easement Purposes.

6.2. **Notice of Violation.** If Grantee becomes aware of a violation of the terms of this Easement by Grantor, or by anyone acting for Grantor (a "**Grantor Violation**"), or any other activity on or affecting the Property by Grantor, or by anyone acting for Grantor, which threatens to lead to a Violation, the following provisions shall be applicable:

6.2.1 **Violation Notices.** Should Grantee become aware of any of the circumstances described in **Subparagraph 6.2** above, Grantee (the "**Notifying Party**") shall give a written notice of the Violation or threatened activity (a "**Violation Notice**") to Grantor (the "**Notified Party**").

6.2.2. **Corrective Action.** Upon the giving of a Violation Notice, the Notified Party shall promptly commence, and thereafter diligently pursue to completion, corrective action sufficient to cure the Violation or stop the threatening activity and, where the Violation or threatening activity involves injury to the Property, to restore the portion of the Property so injured.

6.2.3. **Default.** A Notified Party shall be in default under this Easement (a "**Party Default**") if it fails to so cure a Violation, or stop the threatening activity, within ninety (90) days after the giving of an applicable Violation Notice; provided that, if more than ninety (90) days is reasonably required for the corrective action, then, if the Notified Party promptly begins the corrective action within such ninety (90) day period, no Default shall exist on its part as to the Violation for so long thereafter as the Notified Party is diligently pursuing such cure to completion. The fact that a "Default" does not exist under the foregoing provisions shall in no event, however, absolve Grantor from any liability under this Easement with respect to a Violation. Except as provided below in the case of an emergency, after the giving of a Violation Notice to Grantor, the Notifying Party shall not exercise its rights under

Subparagraph 6.1 above against the Notified Party until such time as a Default by the Notified Party exists under the foregoing provisions.

6.2.4 **Costs of Enforcement and Attorneys' Fees.** In any action, suit, or other proceeding undertaken by Grantee against Grantor to enforce any right or obligation under this Easement, or to interpret any of the provisions of this Easement, the prevailing party shall be entitled to recover from the non-prevailing party the costs and expenses of such proceeding, including (but not limited to) the court costs and attorneys' fees and expenses incurred by the prevailing party (whether incurred at the trial, appellate, or administrative level), in such amount as the court or administrative body may judge reasonable, all of which may be incorporated into and be a part of any judgment or decision rendered in such action, suit, or other proceeding.

6.2.5 **Emergency Enforcement.** The foregoing provisions notwithstanding, if Grantee reasonably determines that circumstances require immediate action to prevent, terminate, or mitigate a significant Grantor Violation, Grantee may give a Violation Notice to Grantor (which may be given orally in such cases, and then followed by written notice, if the emergency circumstances are significant enough to warrant doing so) and, following the giving of such Violation Notice, the Notifying Party may then pursue its remedies under this Easement without waiting for a Default to exist as provided for above.

6.3. **Discretion.** Enforcement of the terms and provisions of this Easement shall be at the discretion of Grantee, and the failure of Grantee to discover a Violation or to take action under this Easement with respect to a given Violation shall not be deemed or construed to be a waiver of the rights of Grantee under this Easement in the event of any subsequent occurrence of that or any other Violation.

6.4. **Events Beyond Grantor's Control.** Nothing in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from events beyond Grantor's control, such as, by way of example only: (i) fire, flood, storm, or earth movement; (ii) acts of third parties beyond the reasonable control of Grantor or any of Grantor's employees; or (iii) any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property, or to any person(s) located thereon or adjacent thereto; except that Grantor may be held responsible with respect to any such event, and/or its adverse effects, to the extent that: (i) the event and/or its adverse effects is caused by Grantor and/or any of Grantor's employees and/or agents; or (ii) to any event and/or to any adverse effects from the event result from a failure by Grantor to manage or supervise the Property prudently. Grantor and Grantee further both understand that climate and weather changes caused by global warming may have already begun. Grantor and Grantee further understand that global warming caused climate changes may affect the Property in a number of ways. The following non-exhaustive list of such potential changes includes: (a) warmer or colder seasonal temperatures; (b) changes in annual precipitation; (c) severe weather

events causing erosion, flooding and damages to ecosystems; (d) phenological changes to species or species groups; (e) losses of plant, animal and insect species due to migration or extirpation; (f) losses of ecosystems, including reductions in biodiversity; (g) increases in so-called "invasive" species, including plant, animal and insect species. Grantor and Grantee agree that the occurrence of any global warming or climate change caused impacts to the property will not be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property. It is agreed by Grantor and Grantee that TTAD's ownership and operation of an airport shall not by those facts alone, and in the absence of any negligence, gross negligence, misconduct or violation of any laws pertaining to airport operation, be deemed to be the cause of any incident involving any aircraft on the Property.

7. **Approval Process.** Whenever the agreement or consent of either Grantor or Grantee to a proposed action or activity (a "**Proposed Activity**") is to be obtained by the other Party pursuant to this Easement (an "**Approval**"), the Party seeking the Approval (the "**Requesting Party**") shall give the other Party (the "**Notified Party**") a written notice requesting the Approval and informing the Notified Party in detail of all material aspects of the Proposed Activity (collectively, a "**Request Notice**"), and the following provisions shall then be applicable:

7.1. **Information Deadline.** The information concerning the Proposed Activity which was supplied by the Requesting Party shall be deemed complete for all purposes unless the Notified Party has given the Requesting Party a written notice requesting additional specific information concerning the Proposed Activity within thirty (30) days after the Request Notice was first given (and the expiration of that 30 days shall be deemed the "**Information Deadline**"). If supplemental information is requested and is provided by the Requesting Party, it shall automatically become a part of the Request Notice.

7.2. **Objection Notice.** The Notified Party shall review the Request Notice promptly, and shall, if it has any objections to the Proposed Activity, give the Requesting Party prompt written notice thereof (an "**Objection Notice**"). Any objections by a Party shall be based upon its opinion that the Proposed Activity is in violation of the terms of this Easement or the Easement Purposes (as applicable), in a manner which shall be specified in the Objection Notice. An Objection Notice may also be based on the failure to provide adequate information in the Request Notice, provided that a request for additional information was made by the Notified Party prior to the Information Deadline. If the Notified Party gives an Objection Notice, it shall also make a good faith effort to advise the Requesting Party how the Proposed Activity could be modified to be consistent with the Easement Purposes, or what additional information is needed (as applicable).

7.3. **Written Approval.** The Requesting Party shall not, and shall not have the right to, commence or conduct the Proposed Activity until and unless it receives the written

approval of the Notified Party, and only in the manner approved, except to the extent that the approval of the Notified Party is deemed given as indicated below.

7.4. Agreement on Proposed Activity. The Proposed Activity shall be deemed to have been agreed upon, consented to, or acquiesced in (as applicable) by the Notified Party if no Objection Notice has been given within ninety (90) days after the Information Deadline, and the Notified Party shall then have no further right to object to the Proposed Activity as described in the Request Notice, except in the case of: (1) an activity which actually violates the terms of this Easement; (2) a subsequent material change in circumstances having a bearing on the compatibility of the Proposed Activity with the Easement Purposes; or (3) information which has a material bearing on the compatibility of the Proposed Activity with the Easement Purposes later first becoming known to the Notified Party; in any of which cases the Notified Party shall have the right to give the Requesting Party an Objection Notice as to the Proposed Activity, despite the passage of the deadline stated above.

7.5. Limitations on Agreement. No actual or deemed agreement or consent to, or acquiescence in or failure to object to, any given Proposed Activity shall constitute: (1) agreement or consent to, or approval of, any aspect of the Proposed Activity which was not disclosed in the Request Notice (including any supplemental information, as noted above), or any subsequent action or activity of the same or any different nature; or (2) agreement or consent to, or approval of, any activity or use which is prohibited by the terms of this Easement, or any other alteration of the terms of this Easement.

8. Notices. Except as otherwise provided in this Easement, any notice, demand, request, consent, or approval of any kind that any Party desires or is required to give to or make on another Party under or in connection with this Easement (in each case, a "Notice") shall be subject to the following provisions:

8.1 Service of Notices. Each Notice shall be in writing and shall be served upon the Party being addressed at the most recent address(es) which the addressed Party has provided for such purposes under this Easement, by any of the following means: (i) by delivery in person; (ii) by certified U.S. mail, return receipt requested, postage prepaid; or (iii) by Federal Express or other reputable "overnight" delivery service, provided that next-business-day delivery is requested by the sender. If delivered in person, a Notice will be deemed given immediately upon delivery (or refusal of delivery or receipt).

8.2 Notice by Certified Mail. If sent by certified mail, a Notice will be deemed given on the earlier to occur of: (i) the date of first attempted delivery; or (ii) the third day after being deposited in the mail. If sent by Federal Express or other reputable "overnight" delivery service, a Notice will be deemed given on the next-business-day after being deposited with the delivery service.

8.3 Notice by Fax. As an additional alternative form of delivering a Notice pursuant to this Easement, any Party may deliver a Notice to another Party by telecopier or facsimile transmission (by "fax"); provided, however, that any Notice given by fax must (except to the extent, if any, otherwise explicitly stated below) also be given in one of the other methods set forth above, and each Notice delivered by fax shall be deemed given on the date of successful transmission, unless the transmission is completed on a non-business day, or after 5:00 p.m. on a business day, in the recipient's time zone, in either of which cases it shall be effective on the next following business day.

8.4. Change of Notice Information. By a written Notice to the other Party which is given in the aforesaid manner, any Party may from time to time designate a replacement for any address or fax number which is specified below for the Party giving the Notice, and the replacement address or fax number (as applicable) shall then be substituted for the one previously in effect, provided that in no case shall any such replacement increase the total number of addresses or fax numbers for Notices to such Party.

8.5. Initial Designation of Notice Information. Subject to such right to change their addresses or fax numbers for Notices, the Parties initially designate the following addresses and fax numbers to be used for Notices sent to them:

Original Grantee:

Placer County
Attn: Placer County Counsel
175 Fulweiler Ave.
Auburn, CA 95603
Phone: (530) 889-4044
Fax: (503) 889-4069

(Use Fulweiler Ave. address for courier deliveries.)

Secondary Grantee:

Truckee Donner Land Trust
P.O. Box 8816
10069 West River St.
Truckee, CA 96162
Phone: (530) 582-4711
Fax: (530) 582-5528

(Use River Street address for courier deliveries.)

Original Grantor:

Truckee Donner Land Trust
P.O. Box 8816
10069 West River St.
Truckee, CA 96162
Phone: (530) 582-4711
Fax: (530) 582-5528

(Use River Street address for courier deliveries.)

Secondary Grantor:

Truckee-Tahoe Airport District
Attn: General Manager
10356 Truckee Airport Road
Truckee, CA 96161
Phone: (530) 587-4540
Fax: (530) 587-2984

(Use Airport Road address for courier deliveries.)

8.6. Notice of Entry. Where notice to Grantor of entry upon the Property by Grantee is required under this Easement, Grantee may notify any of the persons constituting Grantor, or any appropriate agent of Grantor, by telephone, by mail, or in person prior to such entry.

9. Public Access. Nothing contained in this Easement shall give or grant to the public a right to enter upon or use the Property, or any portion thereof, except to the extent and for the purposes explicitly provided for herein. The rights of the public to enter and to utilize the Property are specified in more detail in Exhibit 2, Paragraph 8 and its subparts.

10. Compliance with Applicable Laws. The following provisions shall also govern the use and management of the Property by Grantee and successor Grantors:

10.1. Non-Exhaustive List of Laws. Grantor shall comply with all statutes, laws, ordinances, rules, regulations, codes, orders, guidelines, or other restrictions, or requirements applicable to the Property which have been enacted or otherwise promulgated by any federal, state, county, municipal, or other governmental or quasi-governmental agency, board, bureau, commission, court, department, panel, or other official body (whether legislative, administrative, or judicial), or by any competent official of any of the foregoing (in each case, an "**Applicable Law**"), including (but not limited to) those relating to pollution or the protection of human health or the environment.

10.2. Hazardous Waste Laws. Without placing any limitation on Grantor's general obligation to comply with all Applicable Laws, Grantor shall keep the Property free of contamination by any of the following (in each case, a "**Hazardous Material**"): wastes, materials, chemicals, or other substances (whether in the form of liquids, solids, or gases, and whether or not airborne) which are ignitable, reactive, corrosive, toxic, or radioactive, or which are deemed to be pollutants, contaminants, or hazardous or toxic substances under or pursuant to, or which are to any extent regulated by, form the basis of liability under, or are otherwise under the authority of any Applicable Law concerning such wastes, materials, chemicals, or other substances (in each case, a "**Hazardous Materials Law**"), including (but not limited to) petroleum-based products and any material containing or producing any polychlorinated biphenyl, dioxin, or asbestos; any effluent spray or biosolids; as well as any biocide, herbicide, insecticide, or other agrichemical, at any level that may: (1) constitute a present or potential threat to the environment or to human health, safety, or welfare; (2) exceed any applicable or relevant and appropriate clean-up standard; (3) cause any person to incur any investigative, removal, remediation, maintenance, abatement, or other clean-up obligation or expense; it being understood that such Hazardous Materials Laws include (but are not limited to) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 US Code Sections 9601 *et seq.* and, hereinafter, "**CERCLA**"); the Hazardous Materials Transportation Act (49 US Code Sections 6901 *et seq.*); the Hazardous Waste Control Law

(California Health & Safety Code Sections 25100 *et seq.*); the Hazardous Substance Account Act (California Health & Safety Code Sections 25300 *et seq.*); and any rule, regulation, or other promulgation adopted under any of the foregoing laws.

11. **Responsibility for Operations.** Except as expressly provided in **Exhibit 2, Paragraphs 4.2, 4.3, 4.4, 4.6, 4.7, 4.8, 4.9 and 4.10** Grantor shall have and retain all responsibility for, and shall bear all costs and liabilities of, the ownership, operation, upkeep, and maintenance of the Property. Without placing any limitation on the foregoing sentence, the parties agree as follows:

11.1. **Grantee Shall Maintain Grantee's Improvements.** Although Grantee shall have no duty for maintenance of the property in general or the monitoring of any hazardous conditions thereon, Grantee shall maintain any improvements or amenities made by Grantee or its agents (but not for any improvements made by TTAD), including but not limited to those improvements and amenities described in **Paragraphs 4.2, 4.3, 4.8, 4.9 and 4.10** of **Exhibit 2.**

11.2. **Grantor Solely Responsible for Taxes.** Grantor shall be solely responsible for any and all real property taxes and assessments levied by competent authority on the Property, and shall pay the same prior to delinquency. In the event that Grantee determines in Grantee's sole discretion that payment of real property taxes and assessments is necessary to protect Grantee's rights in this Easement, Grantee may make such payments for which Grantor shall be immediately liable for repayment to Grantee.

11.3. **Grantor Shall Keep Free of Liens.** Grantor shall keep Grantee's interest in the Property free of any liens, including those arising out of any work performed for, materials furnished to, or obligations incurred by Grantor. In the event that Grantee determines in Grantee's sole discretion that payment for work or materials is necessary to protect Grantee's rights in this Easement, Grantee may make such payments for which Grantor shall be immediately liable for repayment to Grantee.

11.4. **Grantor Responsible for Costs of Insurance.** Grantor shall be solely responsible for any costs related to the maintenance of general liability insurance covering acts on the Property. Grantor shall maintain liability coverages in the minimum amount of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate. Grantor shall name Grantee as a named insured on all liability insurance policies on the Property and shall further request that Grantee be copied on all correspondence to Grantor from the insurance carrier

11.5. **Grantor Solely Responsible for Permits.** Grantor shall be solely responsible for obtaining any and all applicable governmental permits and approvals for any activity or use by Grantor which is permitted by this Easement, and any such activity or use shall be undertaken in accordance with all Applicable Laws. Grantee makes no representations or warranties that any such permits or approvals are obtainable by Grantor.

11.6. Grantee Not Liable Under CERCLA. Nothing in this Easement shall be construed to create in or give to Grantee: (i) the obligations or liabilities of an "owner" or "operator" as those words are defined and used in CERCLA or any other Hazardous Materials Law; (ii) the obligations or liabilities of a person described in 42 USC §9607(a)(3); (iii) the obligations of a responsible person under any applicable Hazardous Materials Law; (iv) any obligation to investigate, remove, remediate, abate, or otherwise clean up any Hazardous Materials located at or associated with the Property; or (v) control over Grantor's ability to investigate, remove, remediate, abate, or otherwise clean up any Hazardous Materials located at or associated with the Property in compliance with any Hazardous Materials Law.

12. Indemnification by Grantor. Except as expressly provided in Exhibit 2, Paragraphs 4.1, 4.2, 4.3, 4.4, 4.6, 4.7, 4.8, 4.9 and 4.10 Grantor shall indemnify and defend Grantee, each of the officers, directors, employees, agents, invitees, and contractors of Grantee, and each of the heirs, successors, and assigns of such parties against, and shall hold such indemnified parties harmless of and from, any and all claims, costs, liabilities, penalties, damages, or expenses of any kind or nature whatsoever, whether based on negligence or strict liability (including, but not limited to, court costs and reasonable attorneys' fees and expenses, whether incurred at the trial, appellate, or administrative level, or in connection with any required arbitration) which any of such indemnified parties may suffer or incur, or to which any of such indemnified parties may be subjected, as a result of or arising out of any Violation under this Easement or of the Easement by Grantor or by anyone acting for or under the authority of Grantor, or any other activities of Grantor on, at, or with respect to the Property, including (but not limited to) the following: (a) any real property taxes, insurance, utilities, assessments, or other charges that are levied against or with respect to the Property, including those for which exemption cannot be obtained; (b) the operation, upkeep, and maintenance of the Property, including all costs thereof; (c) the existence or administration of this Conservation Easement; and (d) any Hazardous Materials present at the Property, alleged to be present there, or otherwise connected in any way to the Property, whether before, on, or after the date of this Easement, except those (if any) used at the Property by Grantee or Grantee's employees or agents.

13. Subsequent Liens on Property. No provision of this Easement is to be construed as impairing the ability of any Grantor to use the Property as collateral for any loan, provided that any lien created thereby shall be subordinate to the terms of this Easement and the Easement. Such subordination shall be accomplished through a legally binding subordination document executed by the lender and reviewed and approved by Grantee.

14. Effect of Easement. The parties acknowledge that the Easement is an easement in gross, and that, pursuant to the terms of Sections 815 *et seq.* of the California Civil Code: (a) the Property is declared to be open and natural land, and may not be converted or directed to any uses other than those permitted under this Easement and the Easement; (b) the Easement

shall run with and burden the title to the Property in perpetuity, and shall bind Grantor and all of the agents, heirs, devisees, administrators, employees, personal representatives, lessees, and assigns of Grantor, including all future Grantors, tenants, and occupants of the Property, for the benefit of Grantee and the successors and assigns of Grantee as Grantee; and (c) the Easement shall confine the use of the Property to such activities as are: (1) explicitly permitted under the terms of this Easement; or (2) consistent with the Easement Purposes and not prohibited under the terms of this Easement. Due to the conservation purposes of the Easement, it is the intent of Grantor and Grantee that, if and when any Grantee acquires fee title to all or any portion of the Property such fee title shall not merge (whether by operation of law or otherwise) with any of the Easement rights granted under this Easement, and the Easement shall remain in full force and effect as to all portions of the Property, until and unless judicially terminated (and then, only to the extent so terminated) in an instrument or judgment which is recorded in the official records of the county or counties where the Property is located.

15. **Subsequent Transfers by Grantor.** The terms, conditions, restrictions, and purposes of this Easement and the Easement, or a clear reference thereto, will be inserted in any subsequent deed, lease, or other legal instrument by which a Grantor conveys or otherwise transfers fee simple title to the Property, or any leasehold, possessory, or other interest in the Property; and Grantor shall: (i) notify Grantee of any such transfer at least thirty (30) days in advance of its occurrence; and (ii) provide a true and complete copy of this Easement, as recorded, to each transferee of any interest in the Property. No failure by a Grantor to include such language, make such references, give such notice, and/or provide such copies shall, however, affect to any extent the enforceability of the Easement or any of the terms of this Easement. In addition, if Grantee has previously given Grantor written notice of any public or private funding sources which have cooperated with Grantee in the acquisition and/or maintenance of the Easement (in each case, a “**Funding Agency**”) which require such notice as well, then Grantor shall give notice of the transfer to each such Funding Agency by the same deadline, at the address for such purposes which is supplied by Grantee.

16. **Additional Instruments.** Grantee is authorized to record or file from time to time any and all notices or instruments which may be appropriate to ensuring the perpetual enforceability of this Easement and the Easement, including (but not limited to) re-recording this Easement, or a copy thereof, for such purpose, and Grantor shall execute, acknowledge, and/or deliver (as applicable) any and all such notices or instruments upon reasonable request from Grantee to do so.

17. **Interpretation.** It is the intent of this Easement to further the Easement Purposes, and Grantor and Grantee therefore acknowledge and agree as follows concerning the interpretation of this Easement and the terms of the Easement:

17.1. **Easement Shall Be Construed Liberally.** The provisions of this Easement shall be construed liberally, in order to effectuate the Easement Purposes, while allowing

Grantor to use and enjoy the Property, subject to the terms of this Easement. Liberal construction is expressly required for purposes of effectuating the Easement in perpetuity, notwithstanding economic or other hardship or any change in circumstances of any kind. If any provision in this Easement is found to be ambiguous, an interpretation consistent with the Easement Purposes that would render the provision valid shall be favored over any interpretation that would render it invalid.

17.2. Severability. If any provision of this Easement, or the application thereof to any person(s) or circumstance(s), shall to any extent be held to be invalid, illegal, or unenforceable in any respect by any court of competent jurisdiction: (i) neither the remainder of this Easement, nor the application of such provision to any person(s) or circumstance(s), other than those as to whom or which it is held to be invalid or unenforceable, shall be affected thereby; (ii) this Easement shall be construed as though such invalid, illegal or unenforceable provision had never been contained in this Easement; and (iii) every provision of this Easement shall be valid and enforceable to the fullest extent permitted by the Applicable Laws.

17.3. Ambiguities Not Construed Against Drafter. The parties acknowledge that each Party and its counsel have reviewed, revised (where it was deemed appropriate), and approved this Easement, and that no rule of construction that ambiguities are to be resolved against the drafting Party shall be employed in the interpretation of this Easement.

17.4. Most Restrictive Provision Shall Apply. In the event of any conflict between the provisions of this Easement and the provisions of any use or zoning restrictions of the State of California, the county in which the Property is located, or any other governmental entity with jurisdiction over the Property, the most restrictive provision against development or commercial use shall apply.

17.5. Complete Agreement. The terms of this Easement are intended by the parties hereto as a final expression of their agreement with respect to the subject matter hereof, and may not be contradicted by evidence of any prior or contemporaneous agreement. The parties further intend that this Easement constitute the complete and exclusive statement of its terms, and that no extrinsic evidence of any kind which contradicts the terms of this Easement may be introduced in any proceedings (judicial or otherwise) involving this Easement, except for evidence of a subsequent written amendment to this Easement which is made in the manner required herein.

17.6. Pronouns; And/Or; Headings; Captions; Table of Contents. In this Easement, personal pronouns shall be construed as though of the gender and number required by the context, the singular including the plural, the plural including the singular, and each gender including other genders, all as may be required by the context. Wherever in this Easement the term "and/or" is used, it shall mean: "one or the other, both, any one or more, or all" of the things, events, persons or parties in connection with which the term is used. The headings and captions of the paragraphs of this Easement, and table of contents and/or index if

included, are for convenience and reference only and in no way define, describe or limit the scope or intent of this Conservation Easement or any of the provisions hereof. References to paragraphs shall include all sub-paragraphs and sub-sub-paragraphs and references to exhibits shall include all contents, text, maps and/or diagrams included within the exhibit so referenced.

17.7. Recitals and Exhibits Incorporated Herein. Any and all recitals in this Easement are agreed by the parties to be accurate, are incorporated into this Easement by this reference, and shall constitute an integral part of this Easement, and this Easement shall be construed in light of those recitals. Any and all exhibits, Exhibits, and addenda attached to and/or referred to in this Easement are hereby incorporated into this Easement as if fully set out in their entirety herein.

17.8. Remedies and Defenses. No remedy or election given by any provision in this Easement shall be deemed exclusive unless so indicated, and each such remedy or election shall, wherever possible, be cumulative with all other remedies at law or in equity. In addition, the parties waive with respect to this Conservation Easement any defense of laches, estoppel, prescription, or changed circumstances and agree that no statute of limitations shall start to run and no estoppel or similar defense shall arise against any action brought to enforce or interpret this Easement, unless and until the Party against whom such statute is raised is actually aware of a violation or is aware of a dispute regarding the interpretation of the provisions of the Easement.

17.9. Grantee and Grantor. The terms "Grantee" and "Grantor", wherever used in this Easement, and any pronouns used in place thereof, shall mean and include, respectively: (i) Grantee as the original Grantee, and the personal representatives, heirs, devisees, successors, and assigns of Grantee as Grantee, as their interests may appear, jointly and severally; and (ii) Grantor as the original Grantor of the Property, and the personal representatives, heirs, devisees, successors, and assigns of Grantor as Grantor of the Property (or the applicable portion thereof, should ownership become divided in the future), as their interests may appear, jointly and severally.

17.10. Individual Grantor Liability. Each of the persons or entities making up Grantor shall be jointly and severally liable for the obligations of Grantor under this Easement and with respect to the Easement.

17.11. Counterparts. This Conservation Easement may be executed in multiple counterparts, and each executed counterpart of this Easement shall be deemed an original for all purposes, despite the fact that not all of the parties are signatories to the same counterpart. In the event of a conflict between counterparts, the recorded Easement will control. The parties hereto shall execute such additional documents as may be reasonable and necessary to carry out the provisions of this Easement.

17.12. Governing Law and Venue. This Conservation Easement shall be construed in accordance with the laws of the State of California, with venue in Placer and Nevada Counties.

17.13. No Promises Regarding Taxation. The parties hereto agree that neither party has provided the other party with any advice, information or guidance, or has made any representations or warranties of any sort (collectively “**Promises**”), regarding taxation issues of any kind, including local, state and federal taxation issues and also agree that neither party has made any Promises regarding tax related outcomes of the subject matter of this Easement. The parties hereto additionally agree that neither party has made any Promises that any donation, partial donation, bargain sale or sale related to this Easement and/or to the Property will qualify either party to receive favorable tax treatment of any kind, including, without limitation, the ability to take legal tax deductions under local, state or federal law or the ability to pay reduced property taxes. The parties hereto further agree that neither party has made any Promises that any donation, partial donation, bargain sale or sale related to this Easement and/or to the Property will qualify either party to receive development, density, mitigation, pollution, carbon sequestration, carbon sink or any other form of credits which would apply to the Property and/or to any and all other properties, lands or projects.

17.14. No Representations Regarding Fitness for Use or Compliance with Laws. The parties hereto agree that neither party has made any representations or warranties to the other party regarding fitness for use of either the underlying property or the Easement. The parties hereto additionally agree that neither party has made any representations warranties to the other party that any uses, permissions, grants of rights or prohibitions contained in this Easement can, could, or will comply with any local state or federal laws land use or environmental laws, whether constitutional, statutory, regulatory, administrative or judicial, including, without limitation, any zoning or other land use laws.

17.15. No Waiver of Rights. Time is of the essence in the performance of each of the obligations of the parties under this Easement, but no failure of a party to this Easement to insist upon the timely performance of any obligation by another party shall constitute a waiver of the right to require timely performance of such obligation, or act as a waiver of the right to require the performance of any other obligation of such party (or any other party).

17.16. Due Dates on Weekends and Holidays. If the due date for performance of any action or obligation or for providing any notice under this Easement falls on a Saturday, Sunday or federal or legal holiday of the state wherein this Easement is effective, the due date shall instead be the immediately following date that is not a Saturday, Sunday or federal or applicable state legal holiday.

18. Statements as to Violations. Upon request by Grantor from time to time, which shall not be made more often than once per calendar year, Grantee shall, in each case no later

than thirty (30) days after being given notice of Grantor's request therefor, execute and deliver to Grantor a statement, in form and content reasonably acceptable to Grantee, stating that, to the best of the actual knowledge of Grantee at the time of the execution of such statement, without any investigation obligation on the part of Grantee for such purposes, Grantee is not then aware of any violation of the terms of this Easement by Grantor (or stating such violations, if any, as may happen to be then known to Grantee). No such statement shall, however, act to estop or prevent Grantee, or any subsequent holder of the Easement, from enforcing the terms of this Easement, or be interpreted or operate to any extent or in any manner to modify the terms of this Easement or authorize (whether retroactively, prospectively, or otherwise) any activity in violation of the terms of this Easement.

19. **Valuation.** Grantor and Grantee agree that the Easement gives rise to a property right, immediately vested in Grantee upon recordation of this Easement. It is acknowledged by the parties that the purposes of establishing the value of this property right and enforcing the rights of Grantee with respect thereto is to prevent a private windfall to Grantor and to protect the public investment which is involved in the donation and/or purchase of the Easement. That being the case, the parties stipulate that, for purposes of this Easement, the value of the Easement shall be calculated as follows:

The fair market value of the Easement now and in the future shall be expressed as a percentage of the fee title's value equal to: (1) the purchase price paid for the Property, unencumbered by the Easement, on the date that the Property is acquired in fee by TDLT (the "**Original Property Value**" which is \$23,500,000); less the purchase price paid for the Property by TTAD, encumbered by the Easement (\$3,000,000); (2) divided by the Original Property Value. Accordingly, the Easement shall be worth eighty-seven percent (87%) of the Property's overall value.

20. **Condemnation.** If all or part of the Property is taken by the exercise of the power of eminent domain by public, corporate, or other authority so as to abrogate the restrictions imposed by this Easement, Grantor and Grantee shall cooperate in appropriate action(s) at the time of such taking to recover the full value of the taking and all incidental or direct damages resulting from the taking, it being expressly agreed that the Easement constitutes a compensable property right. The reasonable expenses of each Party incurred in connection with such action(s) shall first be deducted from the total proceeds, and the remaining proceeds shall be divided consistent with the provisions of this Easement, based on the respective values of the interests of Grantor and Grantee, calculated in accordance with the valuation provisions set out above in this Easement.

21. **General Right of Assignment.** Subject to **Paragraph 22.2**, Grantee shall have the right to transfer or assign its rights under this Easement and with respect to the Easement to any governmental or non-governmental entity which is qualified under applicable law to hold conservation easements and which agrees to enforce the terms of this Easement.

22. **Mandatory Assignment by Placer County.**

22.1. **Grant Deed by TDLT to TTAD.** It is understood and agreed by the parties to this Conservation Easement that Grantor shall grant its entire interest in the Property to TTAD by means of a grant deed from TDLT to TTAD in a form acceptable to TTAD. Upon acceptance of the grant deed by TTAD, TTAD shall have all the rights and obligations of Grantor. It is further understood and agreed by the parties that the Conservation Easement shall remain in place after the transfer between TDLT and TDAD.

22.2. **Assignment of Rights by Placer County.** After TDLT has transferred its interest in the Property to TTAD and after acceptance of the Property by TTAD, Placer County shall within three years of the transfer between TDLT and TTAD assign all of its rights as Grantee under this Conservation Easement to TDLT. Provided, however, none of the rights given to or reserved by Placer County shall be assigned, transferred or otherwise impaired (other than a transfer to TDLT) without TTAD's prior written express consent. Provided, further, that such assignment shall be subject to **Paragraph 22.3**. The sequence of the transfers referenced in this **Paragraph 22** shall be conducted in one or more escrows, each of which shall be conducted so that no merger of the Conservation Easement shall occur with regard to any party.

22.3. **Right of Placer County to Monitor Compliance.** Upon assignment of its rights under the Conservation Easement, Placer County shall retain the right, but not the obligation, to meet and confer with TDLT and TTAD regarding any substantial and credible evidence of ongoing, material and intentional violations of this Easement by Grantee and/or regarding any enforcement decision by TDLT or TTAD which could be deemed to conflict with the Conservation Values of this Easement. Placer County shall have the right, but not the obligation, to seek judicial relief to enforce its rights under this **Paragraph 22.3** and to enjoin ongoing, material and intentional violations of this Easement by TDLT and/or TTAD.

23. **Executory Limitation.** If Grantee ceases to exist or to be a qualified organization under Section 170(h) of the IRS Code, or to be authorized to acquire and hold conservation easements under Section 815.3 of the California Civil Code, then Grantee's rights and obligations under this Easement shall become immediately vested in Placer County unless at such time Placer County is the Grantee. If at such time Placer County is the Grantee, or if Placer County is not the Grantee but declines to hold conservation easements as provided for in an assignment pursuant to **Paragraph 21**, or if it shall refuse such rights and obligations, then the rights and obligations under this Easement shall vest in such organization as Grantee or its assignee shall direct pursuant to applicable California law and consistent with the requirements for an assignment pursuant to **Paragraph 21**. Grantee or its assignee will exercise this obligation before it ceases to exist or to be a qualified organization under Section 170(h) of the IRS Code, or to be authorized to acquire and hold conservation easements under Section 815.3

of the California Civil Code.

24. **Amendment.** This Easement may not be modified, amended or otherwise changed in any manner, except by a written amendment executed by all of the parties hereto, including TTAD, or their successors in interest, it being understood that no Grantee or Grantor shall ever be obligated to negotiate or enter into any such amendment; and no discretionary approval which this Easement may allow to be made from time to time by a Party shall operate to modify any of the terms of this Easement to any extent or in any manner. If circumstances arise under which an amendment to this Easement would be appropriate, the then-current Grantee and then-current Grantor, including TTAD, may jointly amend this Easement and the Easement; provided that no amendment shall be allowed that will affect the qualification of the Easement as a conservation easement under any Applicable Law, and any amendment shall enhance or be neutral with regard to the Easement Purposes. Any such amendment shall be in writing, shall refer to this Easement by reference to its recordation date, and shall be recorded in the official public records of the jurisdictions where the Property is located. If the Easement is then held by a Grantee other than the original Grantee, or the then-Grantor is other than the original Grantor, a reasonable effort shall be made by the then-Grantee and then-Grantor to give the original Grantee and the original Grantor (if then still in existence) written notice of such proposed amendment, and the original Grantee and the original Grantor shall each have the right to prevent any amendment of this Easement which does or would violate the foregoing amendment requirements. Provided, however, that this Easement may be unilaterally amended by TDLT to correct typographical errors and/or omissions whenever such errors and omissions are non-substantive and bear no effect on the interpretation of this Easement. If such an amendment is made, the other party or parties agree to execute and, where applicable record, the amended document.

25. **Judicial Extinguishment.** The Easement may not be extinguished, unless a later unexpected change in the conditions surrounding the Property means that it is impossible or impractical for it to serve any of the Conservation Purposes at all, and in any event such extinguishment may only be accomplished by appropriate judicial proceedings.

25.1 **Economic Hardship Not Grounds for Termination.** In making this grant deed of Conservation Easement, Grantor has considered the possibility that uses prohibited by the terms of this Easement may become more economically valuable than permitted uses, and that neighboring properties may in the future be put entirely to such prohibited uses. It is the intent of both Grantor and Grantee that any such changes shall not be deemed circumstances justifying the termination, extinguishment or modification of this Easement pursuant to this **Paragraph 25** or pursuant to any other provisions in this Easement. The inability of Grantor, or Grantor's heirs, successors or assigns, to conduct or implement any of the uses permitted under the terms of this Easement, or the unprofitability of doing so, shall also not impair the validity of this Easement or be considered grounds for its termination, extinguishment or modification. Further, Grantor and Grantee agree that any economic hardship suffered by Grantor as a result of

the terms of this Easement shall also not impair the validity of this Easement or be considered grounds for its termination, extinguishment or modification.

25.2 Global Climate Changes Not Grounds for Termination. Grantor and Grantee both understand that climate and weather changes caused by global warming may have already begun. Grantor and Grantee further understand that global warming caused climate changes may affect the Property in a number ways. The following non-exhaustive list of such potential changes includes: (a) warmer or colder seasonal temperatures; (b) changes in annual precipitation; (c) severe weather events causing erosion, flooding and damages to ecosystems; (d) phenological changes to species or species groups; (e) losses of plant, animal and insect species due to migration or extirpation; (f) losses of ecosystems, including reductions in biodiversity; (g) increases in so-called "invasive" species, including plant, animal and insect species. Grantor and Grantee agree that the occurrence of any global warming or climate change caused impacts to the property will not impair the validity of this Easement or be considered grounds for its termination or extinguishment. Grantor and Grantor further agree that any economic hardship suffered by Grantor as a result of any global warming or climate change caused events shall also not impair the validity of this Easement or be considered grounds for its termination, extinguishment or modification.

25.3 Notice to Original Parties of Easement Termination. If, at the time of any proposed extinguishment, the Easement is then held by a Grantee other than the original Grantee, or the then-Grantor is other than the original Grantor, a reasonable effort shall be made by the then-Grantee and then-Grantor to give the original Grantee and the original Grantor (if then still in existence) written notice of such proposed extinguishment, and the original Grantee and the original Grantor shall each have the right to prevent such extinguishment, which shall include (at a minimum) the right to be heard by the court considering the approval of the extinguishment.

25.4 Grantee's Entitlement to Proceeds. In addition, no such extinguishment shall affect the value of Grantee's interest in the Property, and if the Property, or any interest therein, is sold, exchanged, or taken by the power of eminent domain after such extinguishment, Grantee will be entitled to receive its pro-rata share (calculated in accordance with the valuation provisions set out above in this Easement) of the proceeds of such sale, exchange, or taking, but shall apply such proceeds in a manner consistent with the Conservation Purposes, or for the protection of a "relatively natural habitat of fish, wildlife, or plants or similar ecosystems," as that phrase is used in IRC Section 170(h)(4)(A)(ii).

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In witness whereof, the parties have executed this Easement, effective as of the date first above written.

Grantor 1:

Truckee Donner Land Trust,
a California non-profit corporation.

By: 
(signature)

Print Name: Perry Norris

Title: Executive Director

Grantee 2:

County of Placer,
a political subdivision of the State of
California.

By: _____
(signature)

Print Name: _____

Title: _____

Grantor 2:

Truckee-Tahoe Airport District, a California
Airport District

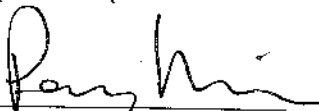
By: _____
(signature)

Print Name:

Title:

Grantee 2:

Truckee Donner Land Trust,
a California non-profit corporation.

By: 
(signature)

Print Name: Perry Norris

Title: Executive Director

State of California)

County of Placer)

On 10-23-07, before me, Kathy A. Mousaw; Notary Public, personally appeared Perry Norris

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

Witness my hand and official seal.

Kathy A. Mousaw
Notary Public



Attention Notary: The information requested below is optional, but could prevent fraudulent attachment of this certificate to unauthorized documents.

Signer purports to represent:

Capacity Claimed by Signer(s):

Individual(s)

Corporate Officer(s)

Title(s):

Partner(s)

Attorney(s)-In-Fact

Trustee(s)

Subscribing Witness

Guardian/Conservator

Other:

This certificate must be attached to the document described below:

Title or Type of Document:

Date of Document:

of pages:

Parties other than those whose signature(s) is/are notarized here:

State of California)

County of Placer)

On 10-23-07

before me,

Kathy A. Mousaw, Notary Public
Perry Norris, personally appeared

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

Witness my hand and official seal.

Kathy A. Mousaw
Notary Public



Attention Notary: The information requested below is optional, but could prevent fraudulent attachment of this certificate to unauthorized documents.

Signer purports to represent:

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Corporate Officer(s)

Title(s):

Partner(s)

Attorney(s)-In-Fact

Trustee(s)

Subscribing Witness

Guardian/Conservator

Other:

This certificate must be attached to the document described below:

Title or Type of Document:

Date of Document:

of pages:

Parties other than those whose signature(s) is/are notarized here:

In witness whereof, the parties have executed this Easement, effective as of the date first above written.

Grantor 1:

Truckee Donner Land Trust,
a California non-profit corporation.

By: _____
(signature)

Print Name: Perry Norris

Title: Executive Director

Grantee 2:

County of Placer,
a political subdivision of the State of
California.

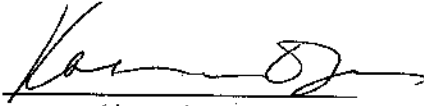
By: _____
(signature)

Print Name: _____

Title: _____

Grantor 2:

Truckee-Tahoe Airport District, a California
Airport District

By: 
(signature)

Print Name: KATHLEEN EGAN

Title: PRESIDENT

Grantee 2:

Truckee Donner Land Trust,
a California non-profit corporation.

By: _____
(signature)

Print Name: Perry Norris

Title: Executive Director

State of California)

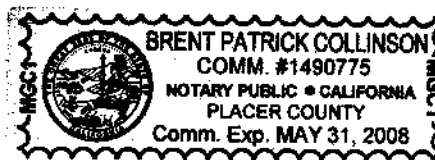
County of NEVADA)

On October 22, 2007, before me,
Brent Patrick Collinson, Notary Public, personally appeared
KATHLEEN EAGAN

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

Witness my hand and official seal.

Brent Patrick Collinson
Notary Public



Attention Notary: The information requested below is optional, but could prevent fraudulent attachment of this certificate to unauthorized documents.

Signer purports to represent:
Truckee-Tahoe Airport District

- Capacity Claimed by Signer(s):**
- Individual(s)
 - Corporate Officer(s)
 - Title(s): President, Board of Directors
 - Partner(s)
 - Attorney(s)-In-Fact
 - Trustee(s)
 - Subscribing Witness
 - Guardian/Conservator
 - Other:

This certificate must be attached to the document described below:

Title or Type of Document:
Conservation Easement

Date of Document:
OCT-22, 2007

of pages: 26 + exhibits

Parties other than those whose signature(s) is/are notarized here:

T.D.L.T., Placer County

In witness whereof, the parties have executed this Easement, effective as of the date first above written.

Grantor 1:

Truckee Donner Land Trust,
a California non-profit corporation.

By: _____
(signature)

Print Name: Perry Norris

Title: Executive Director

Grantor 2:

Truckee-Tahoe Airport District, a California
Airport District

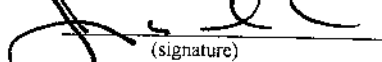
By: _____
(signature)

Print Name:

Title:

Grantee 2:

County of Placer,
a political subdivision of the State of
California.

By: 
(signature)

Print Name: JAMES DUREE

Title: Director, PLACER COUNTY
DEPARTMENT OF FACILITY SERVICES

Grantee 2:

Truckee Donner Land Trust,
a California non-profit corporation.

By: _____
(signature)

Print Name: Perry Norris

Title: Executive Director

State of California)
County of PLACER)

On 10/24/07, before me,
DEIRDRE BELDING, NOTARY PUBLIC, personally appeared
JAMES DURFEE

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

Witness my hand and official seal.

Deirdre Belding
Notary Public



Attention Notary: The information requested below is optional, but could prevent fraudulent attachment of this certificate to unauthorized documents.

Signer purports to represent:

Capacity Claimed by Signer(s):

Individual(s)
 Corporate Officer(s)
Title(s): _____

Partner(s)
 Attorney(s)-In-Fact
 Trustee(s)
 Subscribing Witness
 Guardian/Conservator
 Other:

This certificate must be attached to the document described below:

Title or Type of Document: _____

Date of Document: _____

of pages: _____

Parties other than those whose signature(s) is/are notarized here:

CERTIFICATE OF ILLEGIBILITY

Government Code 27361.7

I certify under penalty of perjury that the Notary Seal on the document to which this statement is attached reads as follows:

Name of Notary: DEIRDRE BELDING

Date Commission Expires: JUNE 24, 2011

Commission Number: 1752856

County of Commission: PLACER COUNTY

State of Commission: CALIFORNIA

Place of Execution: AUBURN, CALIFORNIA

Signature: *Deirdre Belding* Date: 10/24/07

Firm Name: COUNTY OF PLACER

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in the real property located in the Counties of Nevada and Placer, State of California conveyed by the Grant Deed of Conservation Easement dated for reference purposes as of October 26, 2007 from The Truckee Donner Land Trust, a 501(c)(3) nonprofit California corporation, to the County of Placer, a political subdivision of the State of California, is hereby accepted by the undersigned officer or agent on behalf of the County of Placer, and the County of Placer, as grantee under that Grant Deed of Conservation Easement, hereby consents to recordation thereof by its duly authorized officer.

Dated: October 24, 2007

By: 

Print Name: JAMES DURFEE

Title: Director, PLACER COUNTY
DEPARTMENT OF FACILITY SERVICES

Exhibit 1-A

LEGAL DESCRIPTION OF PROPERTY

[Exhibit(s) Appear on the Following Page(s)]

Exhibit A

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA OF THE COUNTY OF PLACER, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Parcel One:

All of Section 16, the East half of the Southeast quarter of Section 17; all in Township 17 North, Range 17 East, MDB&M.

Excepting therefrom that portion lying outside Placer County.

APN: 110-010-026-000 and 110-010-027-000

Parcel Two:

The East half of Section 20, Township 17 North, Range 17 East, MDB&M.

Excepting therefrom all that portion thereof described in deed to the United States of America, recorded September 19, 1969 in Book 1261 of Official Records, at Page 626.

Also excepting therefrom all that portion thereof lying Southerly of the center line of County Road P-151 as said road is described in deed to the County of Placer, recorded May 29, 1958 in Book 762 of Official Records at Page 163.

Also excepting therefrom all that real property which lies within fifty (50) feet on either side of the following described center line.

In Section 20, Township 17 North, Range 17 East, MDB&M., beginning at a point which bears North $1^{\circ} 49' 45''$ West a distance of 1430.99 feet from the section corner common to Sections 20, 21, 28 and 29, Township 17 North, Range 17 East, MDB&M., thence from said point of beginning South $25^{\circ} 56' 20''$ West a distance of 183.27 feet; thence South $46^{\circ} 56' 40''$ West a distance of 389.96 feet; thence South $61^{\circ} 55' 30''$ West a distance of 296.31 feet; thence South $70^{\circ} 31' 40''$ West a distance of 167.02 feet; thence South $86^{\circ} 16' 20''$ West a distance of 285.99 feet; thence South $60^{\circ} 46' 20''$ West a distance of 535.78 feet, thence North $86^{\circ} 36' 20''$ West a distance of 650.55 feet; thence South $22^{\circ} 12' 40''$ East, a distance of 229.72 feet; thence South $5^{\circ} 34' 40''$ West a distance of 330.00 feet to a point on the section line common to Sections 20 and 29; said point bearing South $89^{\circ} 26' 35''$ East a distance of 457.55 feet from the quarter corner common to Sections 20 and 29, Township 17 North, Range 17 East, MDB&M.

APN: 110-010-017-000 and 110-010-021-000

Parcel Three:

All that real property which lies within fifty (50) feet on either side of the following described center line:

In Section 20, Township 17 North, Range 17 East, MDB&M., Beginning at a point which bears North $1^{\circ} 49' 45''$ West a distance of 1430.99 feet from the section corner common to Sections 20, 21 and 28 and 29, Township 17 North, Range 17 East, MDB&M., thence from said point of beginning South $25^{\circ} 56' 20''$ West a distance of 183.27 feet; thence South $46^{\circ} 56' 40''$ West a distance of 89.96 feet; thence South $61^{\circ} 55' 30''$ West a distance of 296.31 feet, thence South $70^{\circ} 31' 40''$ West a distance of 167.02 feet; thence South $86^{\circ} 16' 20''$ West a distance of 285.99 feet; thence South $60^{\circ} 46' 20''$ West a distance of 535.78 feet; thence North $86^{\circ} 36' 20''$ West a distance of 650.55 feet; thence South $22^{\circ} 12' 40''$ East a distance of 229.72 feet; thence South $5^{\circ} 34' 40''$ West a distance of 330.00 feet to a point on the section line common to Sections 20 and 29; said point bearing South $89^{\circ} 26' 35''$ East a distance of 457.55 feet from the quarter corner common to Sections 20 and 29, Township 17 North, Range 17 East, MDB&M.

Excepting therefrom all that portion thereof lying Southerly of the center line of County Road P-151 as said road is described in deed to the County of Placer, recorded May 29, 1958 in Book 762 of Official Records, at Page 163.

APN: 110-010-018-510

Parcel Four:

Beginning at a point on the section line common to Sections 20 and 21, Township 17 North, Range 17 East, MDB&M., said point bearing North $1^{\circ} 49' 45''$ West a distance of 1568.2 feet from the section corner common to Sections 20, 21, and 28 and 29 of the aforementioned township and range; thence from said point of beginning North $73^{\circ} 15'$ East a distance of 717.64 feet; thence North $38^{\circ} 39' 50''$ East a distance of 479.26 feet; thence North $18^{\circ} 34' 10''$ East a distance of 287.73 feet; thence North $17^{\circ} 01' 30''$ West a distance of 115.08 feet; thence South $63^{\circ} 12' 10''$ West a distance of 225.51 feet; thence South $56^{\circ} 50' 00''$ West a distance of 134.22 feet; thence South $65^{\circ} 29' 20''$ West a distance of 194.29 feet; thence South $85^{\circ} 40' 10''$ West a distance of 185.87 feet; thence North $66^{\circ} 02' 00''$ West a distance of 433.93 feet; thence South $1^{\circ} 49' 45''$ East a distance of 870.81 feet to the point of beginning.

APN: 110-010-022-510

Parcel Five:

The West half of Section 21, Township 17 North, Range 17 East, MDB&M.

Excepting therefrom that certain 14.067 acre tract of land described as Parcel 2 on Page 5 of the "Exchange Deed and Agreement" dated April 30, 1956 and recorded June 28, 1956 in Volume 707 at Page 175 of the Official Records of Placer County, California.

APN: 110-010-023-000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF NEVADA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:

The West half of the Northwest quarter of Section 15, Township 17 North, Range 17, East, MDB&M.

PARCEL TWO:

Parcels 1, 2, 3 and 4 as shown on the Parcel Map filed for record February 2, 1973 in Book 4 of Parcel Maps, Page 76, Nevada County Records.

PARCEL THREE:

TOGETHER WITH the easement set forth in the Grant of Easement recorded June 3, 1998, Instrument No. 98-017046, Official Records.

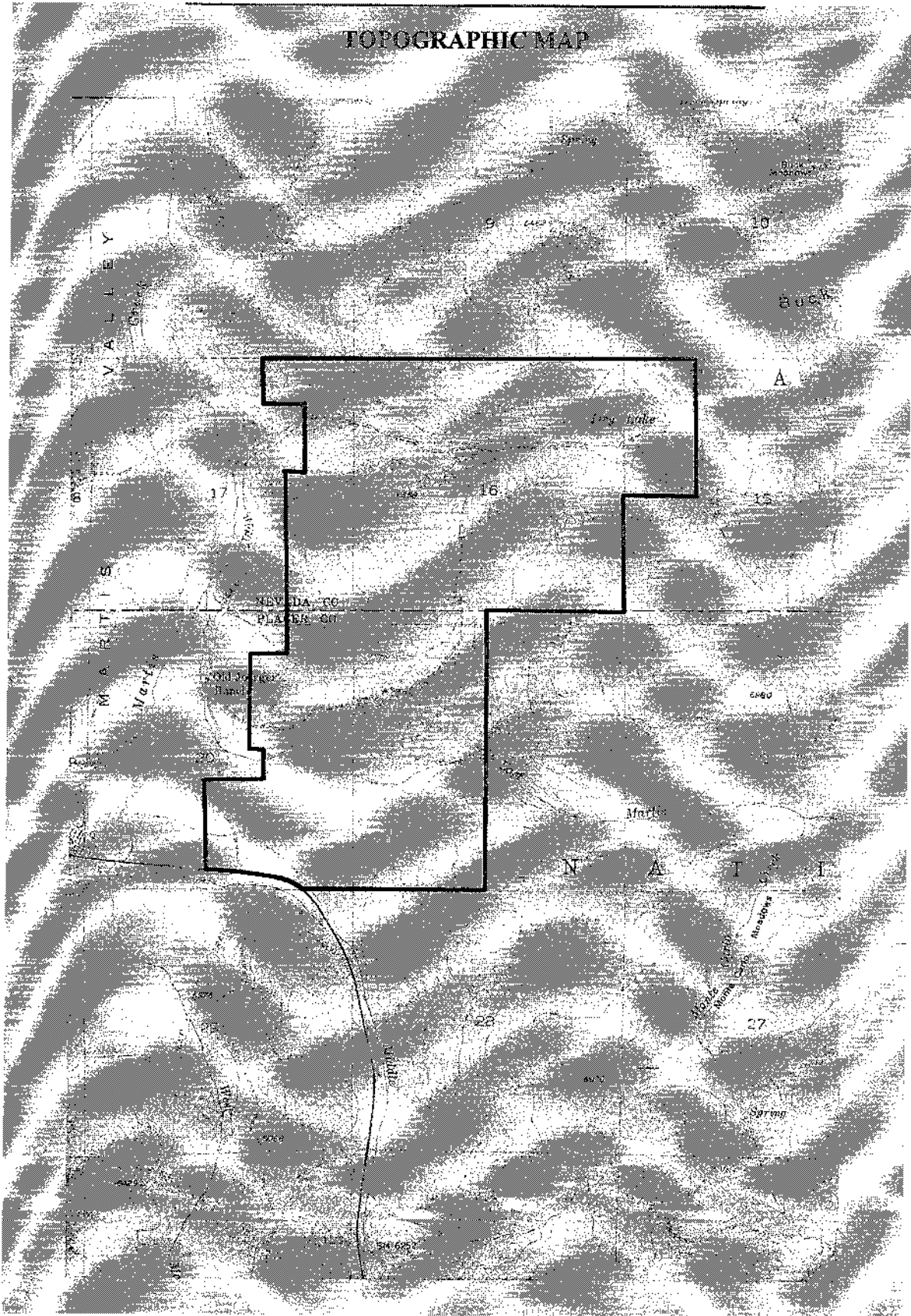
APN: 49-040-20, 49-040-21, 49-040-22, 49-040-23, 49-050-01

Exhibit 1-B

MAP OF PROPERTY

[Exhibit(s) Appear on the Following Page(s)]

TOPOGRAPHIC MAP



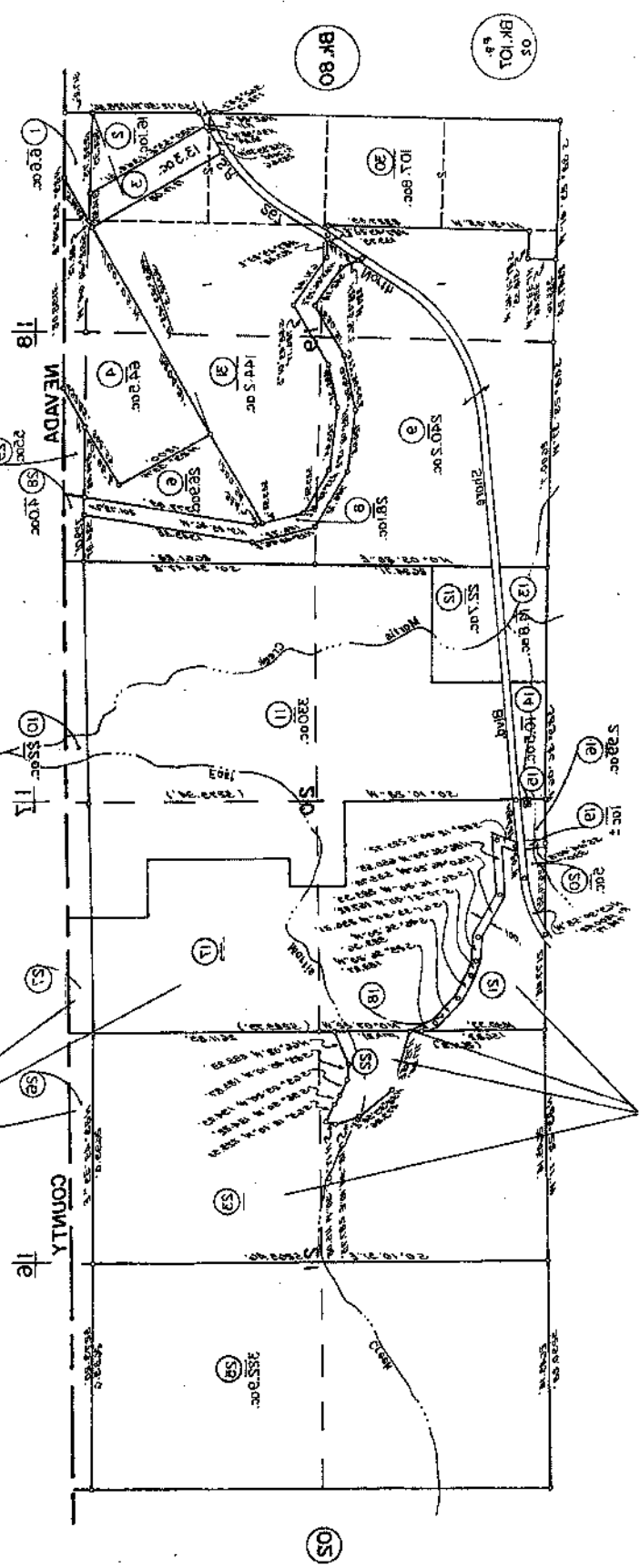
B-14
 158885
 B-3-785

Results of available
 investigations, distances,
 elevations and other, indicate that not to
 locate the main in position to determine
 it is nearly impossible as a consequence
 IMPROVABLE. THE BILL IS NOT A TRIVIAL

Yosemite, Golden Mountain Group in California
 NOTE: Yosemite, Golden Mountain Group in California

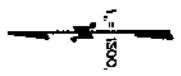
County of Placer, Calif.
 Yosemite, Golden Mountain Group in California

MAP 1 & 5001



- 21000' W.O.R. BK 4' Pd 31
- 21000' W.O.R. BK 4' Pd 100
- 21000' W.O.R. BK 3' Pd 88
- 21000' W.O.R. BK 3' Pd 88
- 21000' W.O.R. BK 3' Pd 11
- 21000' W.O.R. BK 3' Pd 81
- 21000' W.O.R. BK 1' Pd 14

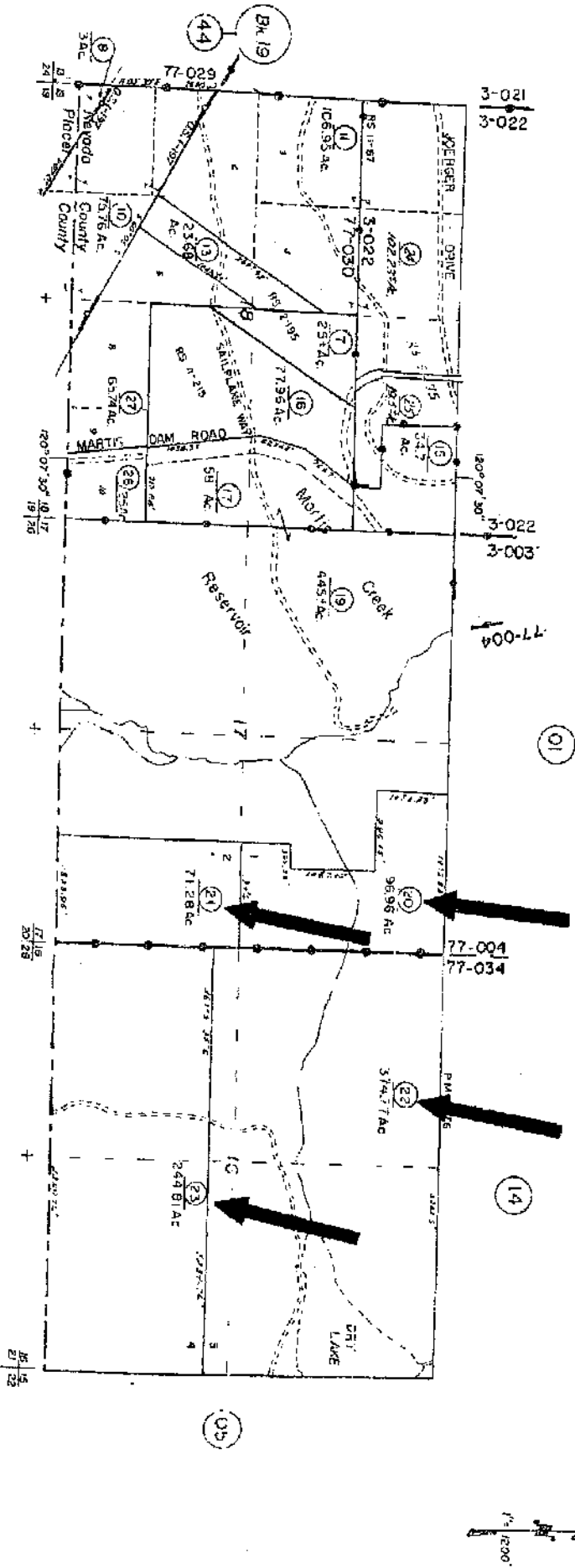
110-01



FOR SECS. 16, 17 & 18, T 17 N, R 12 E, M. D. B. & M.

Trk Area Code
 77-004 3-022
 77-030
 77-034

49-04
 (Ready 10-23)



TRUCKEE TAHOE AIRPORT DISTRICT O.S. BK. 1 - Pg. 197
 TRUCKEE INC. RS. BK. 11 Pg. 67

ASSESSOR'S PARCEL MAP
 This map was prepared by the Assessor's Office for the County of Nevada. It is intended for the recording of this Assessor's parcel map and is not to be used for any other purpose without the approval of the Assessor.

NOTE - Assessor's Block Numbers Shown in Ellipse
 Assessor's Parcel Numbers Shown in Circles

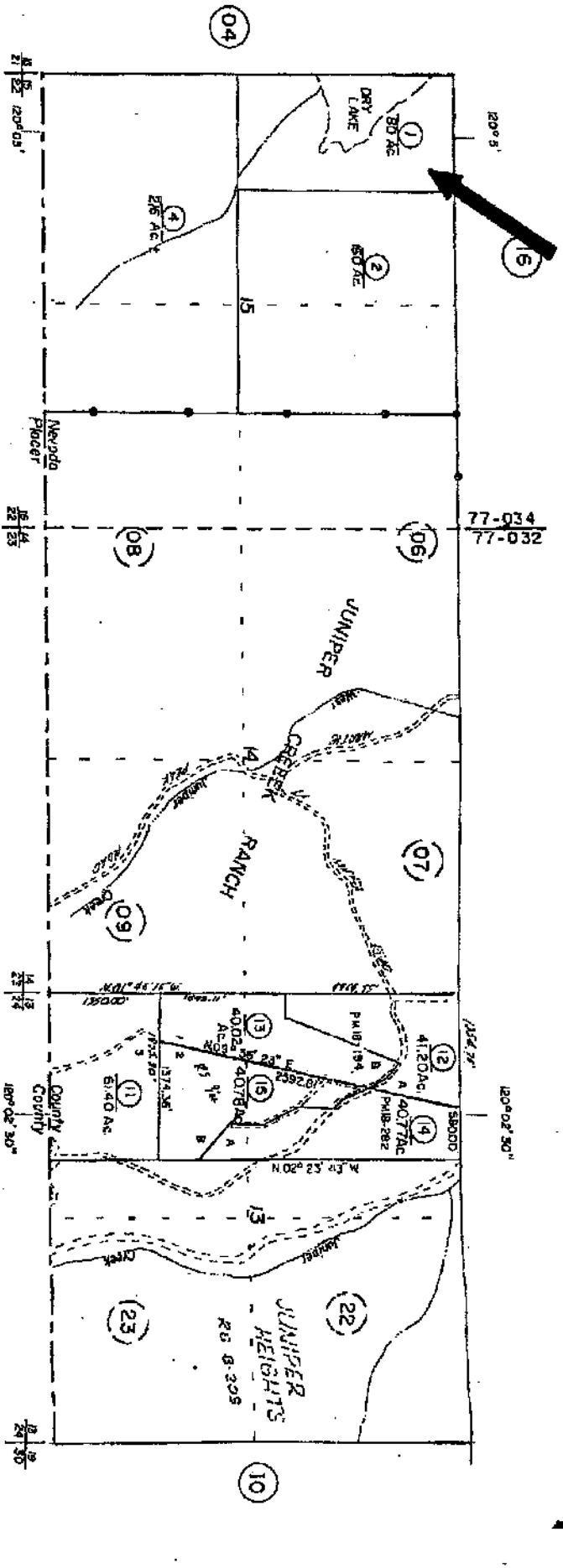
Assessor's Map BK 49 - Pg 04
 County of Nevada, Calif.

1962 1-1-70 01-1-75 3-1-75
 1-1-78 2-1-79 3-1-80 3-1-81
 1-1-82 2-1-83 3-1-84 3-1-85
 1-1-86 2-1-87 3-1-88 3-1-89
 1-1-90 2-1-91 3-1-92 3-1-93

FOR SECS 13, 14 & 15 T 17N, R. 17E, M.D.B. & M.

Tax Area Code
77-032
77-034

49-05
(Only 16-24)



ASSESSOR'S PARCEL MAP
This map was prepared for assessment purposes only. No liability is assumed for the accuracy of data shown. Assessor's property lines and corners will bear the weight of the law.

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

Assessor's Map Bk. 49 - Pg. 05
County of Nevada, Calif.
14-08 1962
5-1-72 5-1-73
5-1-74 5-1-75
5-1-76 5-1-77
5-1-78 5-1-79
5-1-80 5-1-81
5-1-82 5-1-83
5-1-84 5-1-85

Exhibit 2

SPECIFIC RIGHTS OF GRANTEE

[Exhibit(s) Appear on the Following Page(s)]

SPECIFIC RIGHTS OF GRANTEE

The non-exhaustive list of Grantee's rights set forth in this Exhibit 2 details specific rights of Grantee that Grantee possesses in addition to Grantee's rights as stated elsewhere in this Easement. The rights set forth in this Exhibit 2 are also intended to provide guidance in determining Grantee's rights to protect and enhance the Conservation Purposes:

1. **Protection.** To ensure that the Property will only be used in a manner consistent with this Conservation Easement in perpetuity. In furtherance of this right of protection, and except as expressly set forth in Exhibit 3, Grantee may prevent or enjoin any activity on, or use of, the property and area subject to this Conservation Easement that in Grantee's sole determination and discretion is deemed to be inconsistent with the purposes or terms of this Conservation Easement, and may enforce the restoration by Grantor of such areas or features of the property and area subject to this Conservation Easement that may be damaged by any such inconsistent activity or use.

2. **Grantee's Access Rights.** To enter the Property as needed at Grantee's sole cost and expense and at any time in Grantee's discretion for the following non-exhaustive list of purposes: to make a general inspection of the Property, to monitor compliance with this Conservation Easement, to engage in restoration and remediation, to show the property to funders and other parties interested in the Property, to regulate public access, to build or maintain trails, and to take any other actions deemed necessary by Grantee. Provided, however, that Grantee shall not unreasonably interfere with Grantor's or Grantor's successors' and assigns' quiet use and enjoyment of the Property consistent with Grantor's rights under this Conservation Easement.

3. **Grantee Under No Obligation Regarding Maintenance of Conservation Values.** Grantee shall be under no obligation to maintain the Conservation Values or natural condition of the Property, or any portion thereof.

4. **Grantee's Rights to Construct Trails and Public Amenities.**

4.1. **Trail Specifications.** As used herein, the Trail is defined as any and all of the public use trails, some of which may be shown on the maps attached hereto, and/or any other trails not yet constructed and/or not yet defined or specified on any maps, plans and/or other documents deemed necessary by Grantee and approved by Grantor and TTAD, which approval shall not be unreasonably withheld, that shall be constructed in the future through the Property. Trails shall also include tracks for nordic skiing. It is understood and agreed by the parties that site constraints may require alterations to topography and vegetation on or near the Trail. It is further understood and agreed that such site constraints may require additional trail amenities and features including without limitation turns, switchbacks, bridges, culverts and/or run-off diverters. Trail dimensions, e.g., width, and surfacing shall be at Grantee's discretion, subject to Grantor's and TTAD's reasonable approval.

4.2. Trail Construction. TDLT retains the right, but not the obligation, as TDLT may deem necessary, to construct or have constructed, the Trail, to relocate the Trail within the Property (subject to Grantor's reasonable approval), or to temporarily restrict or prohibit public access to the Trail. TDLT also reserves the right to select the Town of Truckee, the Truckee Trails Foundation, the Truckee Donner Recreation and Park District and/or any other governmental or private non-profit entity to build the Trail in accordance with the terms and restrictions of this Conservation Easement. To accomplish the construction of the Trail, it is anticipated that TDLT may solicit the assistance of the Town of Truckee, the Truckee Trails Foundation, the Truckee Donner Recreation and Park District, and/or any other appropriate governmental and private non-profit entities. Any such trail construction shall not be charged to or paid by Placer County or TTAD.

4.3. Public Amenities. TDLT retains the right, but not the obligation, as TDLT may deem beneficial, to construct or have constructed, the following: (a) trailhead parking areas utilizing impervious surfaces; (b) picnic tables and related amenities; (c) benches along portions of the trail; (d) signage and information kiosks; (e) restroom facilities and a storage shed or sheds, not to exceed 1,000 square feet in total area. Restroom facilities may be of any type suitable and feasible for the Property. "Porta Potty" and other such removable facilities are permitted as are composting toilets. TDLT also reserves the right to select the Town of Truckee, the Truckee Trails Foundation, the Truckee Donner Recreation and Park District and/or any other governmental or private non-profit entity to construct the amenities referenced herein in accordance with the terms and restrictions of this Easement. To accomplish the construction of the amenities referenced herein, it is anticipated that TDLT may solicit the assistance of the Town of Truckee, the Truckee Trails Foundation, the Truckee Donner Recreation and Park District, and/or any other appropriate governmental and private non-profit entities. Any such construction of amenities referenced herein shall not be charged to or paid by Placer County or TTAD.

4.4. Insurance Coverages. Prior to commencement of any such construction, Grantee shall obtain, at its own cost, or cause the constructing entity or its contractor to obtain, liability insurance in the minimum amount of \$1,000,000 per occurrence, subject to a \$2,000,000 annual limit, and workers compensation insurance in the statutorily required amount, which insurance shall name Grantor as an additional insured thereunder. Grantee shall provide a written certificate of such insurance to Grantor prior to commencement of the Trail construction work. If construction of the Trail is undertaken by Grantee and volunteer labor is used, as well as obtaining the required liability insurance and naming Grantor as an additional insured, Grantee shall secure executed liability waivers, which shall include Grantor, from all volunteers working to construct the Trail. Regardless of the entity undertaking construction of the Trail and regardless of the manner of construction, any portion of the Trail currently under construction or repair shall be closed to the public. All of the foregoing insurance and liability waiver requirements in this **Paragraph 4.4** shall continue to apply beyond the construction phase of the Trail and shall apply to Grantee and/or Grantee's successor during the ongoing maintenance, management and operation of the Trail. Regarding the insurance limits specified

above, they shall be reviewed on a regular basis and increased as appropriate based upon the then commercially reasonable rates for insurance.

4.5. Trail Closure. Should TDLT, at TDLT's sole discretion, at any time during the construction, maintenance, management and continued operation of the Trail find it economically infeasible or otherwise unduly burdensome to comply with any of the insurance and/or risk management requirements of this **Paragraph 4** and included subparagraphs, or of any other portion of this Easement, including without limitation the insurance requirements, TDLT shall notify Grantor at least 30 days prior to any election to terminate its maintenance of the insurance and/or risk management requirements, and, at Grantor's election, the Trail shall be closed to the public until such time as an insurance and/or risk management mechanism agreed upon in writing by the parties is achieved.

4.6. Trail Maintenance. Once the Trail is constructed, as provided in this **Paragraph 4**, TDLT shall determine and recruit a private sector for-profit or non-profit entity to be responsible for the eventual maintenance and management of the Trail, improvements and amenities other than TTAD's facilities and for enforcement of the terms of this Conservation Easement relating to the public's use of the Trail. In the event that TDLT does not select and secure a private sector entity to maintain and manage the Trail, TDLT may select a governmental entity to maintain and manage the Trail and to enforce the terms of this Conservation Easement relating to the public's use of the Trail, subject to Grantor's reasonable approval.

4.7. Failure to Maintain Trail. TDLT, or TDLT's successor, agent, assignee, employee or collaborator, shall be solely responsible for clean-up and maintenance of the Trail, improvements and amenities other than TTAD's facilities, provided Grantor shall cooperate therewith, so long as such cooperation is at no cost to Grantor. With regard to said maintenance of the Trail, improvements and amenities other than TTAD's facilities, TDLT may cause such maintenance to be performed by volunteers. Grantor shall not interfere with TDLT soliciting and obtaining volunteers in connection therewith except that any such soliciting or obtaining of volunteers shall not be in conflict with any law, rule or regulation, including, but not limited to TTAD's policies and rules. With regard to such use of volunteer labor, Grantor and TDLT shall secure executed liability waivers from their respective volunteers working to construct, maintain and/or clean-up the Trail. Provided, however, that under no circumstances shall paving the trail or otherwise up-grading the trail or modifying or expanding its use be considered maintenance subject to Grantor's control and discretion and under no circumstances shall be considered an obligation of TDLT or Grantor. Provided, however, that Grantor may, at its sole discretion, and at any time, choose to partner with TDLT for trail clean-up and maintenance or to assume solely the rights and responsibilities for such trail clean-up and maintenance obligations.

4.8. Right to Construct Trailhead and Kiosk. TDLT shall have the right, but not the obligation, to construct a trailhead adjacent to State Route 267, near the existing gate, with parking for twenty-five motor vehicles on an impervious surface. Provided, however, that

should it be infeasible to construct a trailhead adjacent to State Route 267, TDLT may construct either a temporary or a permanent trailhead at any location TDLT deems appropriate and feasible. Additionally, TDLT shall have the right, but not the obligation, to construct near or on the trailhead a kiosk and/or some form of permanent monument thanking donors to the acquisition of the Property, providing a map, park rules and similar amenities for the public.

4.9. **Removal of Fencing.** TDLT shall have the right, but not the obligation, to remove any currently existing fencing on the Property, including, but not limited to, the north-south running fence on the western border of the Property said border being shared with the Army Corps of Engineers. Provided, however, that no fences installed by TTAD for protection of its allowable installations shall be removed pursuant to this **Subparagraph 4.9.**

4.10. **Allowable Fencing.** TDLT shall have the right, but not the obligation, to construct site appropriate fencing as necessary to protect the Conservation Values. Provided, however, that any Grantor, Grantee and/or third party constructing new fencing or replacing old fencing shall conform to Wildlife Friendly Standards unless so doing is physically or financially impossible. Wildlife Friendly Standards are defined as follows: (1) bottom wire 41 centimeters (ca. 16 inches) above the ground and smooth, (2) middle wire 25 centimeters (ca. 10 inches) above the bottom wire, (3) top wire 30 centimeters (ca. 12 inches) above the middle wire, (4) maximum of 3 strands, and maximum height 96 centimeters (ca. 38 inches). For further guidance on wildlife friendly fencing see Kie, J. G., et al. (1994) *Managing Rangelands for Wildlife*, pages 663-688 in T. A. Bookhout, ed. *Research and Management Techniques for Wildlife and Habitats*, Fifth ed., The Wildlife Society, Bethesda, Md. Provided, however, TTAD shall have the right, but not the obligation, to construct site appropriate fencing for protection of its allowable installations. Such fencing constructed by TTAD to protect allowable installations shall be at TTAD's discretion as to type, height, materials and all other specifications.

5. **Successor's Rights and Obligations.** Any successor to Grantee's rights and/or obligations under this Conservation Easement regarding the Trail shall fully assume and be responsible for such rights and obligations and Grantee will thereby be fully relieved from such rights and/or obligations which shall be deemed fully discharged with regard to Grantee.

6. **Right of Public Access to Trail and Limitations.** Grantor hereby declares and covenants that, except for any closure for construction pursuant to **Paragraph 4** above or for any other closure pursuant to **Paragraph 4** above, the general public shall have and be allowed regular access to the Trail once constructed. In addition, the general public shall have the rights of access to all other portions of the Property as set forth more fully in **Paragraph 8** below.

7. **Trail Kept Free from Obstructions.** Grantee shall have the right to keep the Trail free from man-made obstructions placed on the Trail by Grantor which prevent reasonable public access to the Trail, including but not limited to structures and fences.

8. **General Grant of Access to Public; Description of Public Access.**

8.1 Grant of Access. Subject to Paragraphs 4, 8, 9, 10 and 11 of this Exhibit 2 and to relevant portions of the Easement, in addition to the general public's rights and responsibilities specified herein regarding the Trail, the general public shall have the right to access any other portion of the Property expressly designated by TDLT for hiking, biking (including mountain biking) and other passive, non-motorized activities allowed by this Easement.

8.2 Rules, Regulations and Guidelines. Provided, however, that such right of access shall be subject to the terms of this Easement and to any rules, regulations, guidelines and prohibitions imposed by Grantee in Grantee's sole and absolute discretion.

8.3 Description of Public Access. In addition, Grantee, TTAD and/or TDLT shall each have the absolute discretion and right to limit or prohibit any and all public access to the Property, including the public's rights to use the Trail where such prohibition is necessary for the following non-exhaustive list: to protect public health and safety in emergency circumstances (e.g., extreme fire hazard, airplane crash); to allow restoration and remedial action; to protect ecological values; to prevent nuisance; to prevent congestion; and to prevent harm to the Conservation Values or Conservation Purposes. Regarding prohibiting or limiting public access to protect ecological values, such actions may be taken in consultation with the California Department of Fish and Game which shall have the right to monitor the property for harm to ecological values and at whose direction such prohibitions and limitations on access for ecological purposes are made. Provided, however, that neither Grantee, TTAD and/or TDLT is obligated to exercise its right to prohibit public access nor is Grantee, TTAD and/or TDLT obligated to monitor the Property for unsafe conditions or to correct unsafe conditions. The above provisions in this Subparagraph 8.3 notwithstanding, Grantee, TTAD and/or TDLT shall limit public access only as an absolutely necessary last resort to prevent the adverse conditions, harms or violations of the Conservation Values and Purposes stated in this Exhibit 2.

9. Dogs. The following provisions govern the presence of pet dogs on the Property. Additional rules and restrictions may be implemented from time to time.

9.1. Dogs Must Be Leashed. All dogs brought on the Property must be on leashes at all times while on the Property or staging areas.

9.2. Dog Hygiene. All members of the public bringing dogs on the Property are responsible for picking up and removing all dog feces or other animal waste resulting from the presence of dogs on the Property.

9.3. Signage. Signage shall be posted by TDLT informing the public that bringing dogs on the Property is a privilege and not a right and that this privilege is revocable upon abuse of the leash requirement by the public.

9.4. Prohibiting Dogs on the Property. In the event that Grantor or Grantee is presented with substantial and credible evidence that the leash requirement and/or the dog hygiene requirement is being abused on an ongoing basis, Grantor or Grantee may at the sole and absolute discretion of each revoke the privilege of bringing dogs on the Property for any specified period of time. In the event that Grantor or Grantee is presented with substantial and credible evidence that the presence of dogs on the property is disruptive to other members of the public and/or to rare and sensitive wildlife and/or to the Conservation Values, Grantor or Grantee may restrict dogs from specified portions of the Property or from entering on the Property in its entirety. Such restrictions may be for any amount of time, including in perpetuity and are made pursuant to California Department of Fish and Game directives.

9.5. Authority for Dog Restrictions. All restrictions and prohibitions pursuant to this **Paragraph 9** and its subparts are made pursuant to directives from the California Department of Fish and Game.

10. Guidelines to Public Access. The following specific limitations shall apply with respect to the use of the Trail by the general public and shall be enforceable by the Grantor and/or the Grantee. TDLT shall be responsible for all signage deemed necessary in TDLT's sole and absolute discretion.

10.1. No Motorized Vehicles. No motorized vehicle of any sort is allowed to use the Trail or any portion of the Property except in an emergency; for the purpose of constructing and maintaining the Trail; for grooming cross-country trails; for timber and property management as permitted under this Easement; for monitoring, maintenance and/or remediation by Grantee, Grantor, the California Department of Fish and Game, the Lahontan Regional Water Quality Control Board, TTAD (of its allowable facilities) and/or for law enforcement.

10.2. No Smoking. Smoking of tobacco or other substances, or lighting fires of any kind shall be prohibited.

10.3. No Hunting or Use of Projectile Devices. Trapping, hunting, the use of firearms, bow and arrow, air-soft and/or other air or compressed air powered weapons and/or projectile firing devices, or any other form of arms or weapons shall be prohibited. Provided, however, that special hunts may be allowed subject to agreement and regulation by Grantor, Grantee and the California Department of Fish and Game regarding, among other things, times, areas and species.

10.4. Fishing. Fishing shall be allowed in accordance with general fishing regulations. Provided, however, that Grantor, Grantee and the California Department of Fish and Game may agree to additional restrictions and regulations governing fishing, including the prohibition of fishing, should it be determined by substantial and credible evidence that fishing is in conflict with the Easement Values or Easement Purposes or in any fashion endangers the ecological values of the property and/or endangers the species that inhabit the Property.

10.5. Overnight Camping by Reservation. Overnight camping shall be allowed by reservation only. Reservations shall specify among other things, the location of the camping area and the duration for each party securing a reservation. TDLT shall at all times be responsible for managing the reservation system. No open fires shall be permitted and camping shall be on a "pack-it-in-pack-it-out" basis. Signage shall be posted by TDLT informing the public that camping is a privilege and not a right and that privilege is subject to revocation upon evidence of abuse. In the event that Grantor, Grantee or TTAD is presented with substantial and credible evidence that the camping privilege is being abused on an ongoing basis, the monitoring party may in its sole and absolute discretion revoke or limit the privilege of camping for any specified area, including the entire property, and for any specified period of time. The monitoring party may also revoke or limit the privilege of camping if the monitoring party is presented with substantial and credible evidence that camping is harming or harassing sensitive species or is otherwise in conflict with the Conservation Values. The California Department of Fish and Game shall be allowed to monitor the Property for harm to ecological values and Grantor and Grantee shall consider evidence of harm to such values when presented by the California Department of Fish and Game. Grantor and Grantee may agree to any additional rules, regulations and restrictions governing overnight camping on the Property. Such rules, regulations and restrictions are made pursuant to California Department of Fish and Game directives. Sleeping in vehicles or otherwise using the Property as a living space for seasonal workers or otherwise is prohibited.

10.6. Additional Rules and Regulations. Should it become necessary, Grantor, Grantee and/or TTAD may impose additional rules and regulations governing public use of the Property. Provided, however, that any and all such new rules and regulations shall limit public access to the least degree reasonably possible.

11. Right to Impose Additional Limitations. Grantee shall have the right to impose any additional limitations with respect to public use of the Trail, as it deems necessary or appropriate. Provided, however, that any such additional limitations shall either enhance or be neutral with regard to the Conservations Values.

12. On-Site Caretaker. If Grantor and Grantee agree in advance in writing, Grantee shall have the right to retain an on-site caretaker and to establish on the Property all improvements necessary for the caretaker to use a mobile home or camping trailer in which to live on the site. Such caretaker may live on the Property continuously or for any duration specified by Grantee. Such caretaker will acquire no interest in the property and Grantee shall have absolute discretion to require the caretaker to leave the property, including the right to initiate legal proceedings against the caretaker.

13. Signs and Monuments. Grantor and/or Grantee may erect signs or other monuments and markers at any entrance to the real property or trailhead recognizing Grantor as the owner of the Property and/or the cooperative nature of the acquisition of the Property and of this Conservation Easement. Such signs may include, but are not limited to, recognizing the

following entities: the Grantor, TDLT, TTAD, Placer County, the Wildlife Conservation Board, the California Department of Fish and Game and to any other contributors as deemed appropriate by Grantee. When requested by the Wildlife Conservation Board and/or the Department of Fish and Game, Grantor and/or Grantee shall include on the signs permitted in this Conservation Easement the official logos of these state agencies. All signs shall be of a design appropriate with the natural character of the Property and shall be made of natural materials where possible. No sign shall have a surface area greater than four feet (4') by eight feet (8').

14. **Grantor and Grantee Immunities; No Public Standing.** Nothing herein shall be construed to constitute a waiver by any of the parties hereto of any and all statutory immunities as may be provided by state and federal recreational use immunity statutes, including without limitation Cal. Gov't Code §§ 810 *et seq.* and §§ 830 *et seq.*, and by similar state and federal statutes providing immunity to encourage the public use of privately and/or publicly held lands. Further, Grantor and Grantee claim all the rights and immunities against liability for injury to the public to the fullest extent of the law under any and all applicable provisions of law. Notwithstanding any public use of the Trail and any insurance coverage thereof, neither the Grantor nor the Grantee assumes any obligation to the public to maintain any portion of the Property or the Trail for public use. This Conservation Easement shall not be construed as an invitation or license to any individual or to the public to use the Trail and the enforcement of any requirements hereunder to allow public access shall be limited as between Grantor and Grantee and the assigns and successors thereto. Nothing herein should be construed to grant the public standing to bring an action at law or in equity hereunder against Grantor or Grantee.

Exhibit 3

SPECIFIC RIGHTS OF GRANTOR

[Exhibit(s) Appear on the Following Page(s)]

SPECIFIC RIGHTS OF GRANTOR

This non-exhaustive list of Grantor's rights, which shall in all instances include TTAD, upon grant deed of fee title in the Property, set forth in this **Exhibit 3** details specific rights of Grantor that Grantor reserves in addition to specific rights as stated elsewhere in this Easement. The rights reserved in this **Exhibit 3** are also intended to provide guidance in determining Grantor's continued rights in its use and ownership of the real property affected by this Conservation Easement:

1. **Avigation Easement.** The easement applies to the Airspace above an imaginary plane over the real property. The plane is described as follows:

The easement applies to the Airspace located two hundred feet (200') or more above the natural ground level of the Property at each point on the real property depicted on **Exhibit 1-A** and/or **Exhibit 1-B** hereto, the intent being that the easement area will follow the contours of the natural ground level of the real property, starting at two hundred feet (200') above the natural ground level at each point and continue upwards without limit.

The aforesaid easement and right of way includes, but is not limited to:

- A. For the use and benefit of the public, the easement and continuing right to fly, or cause or permit the flight by any and all persons, or any aircraft, of any and all kinds now or hereafter known, in, through, across, or about any portion of the Airspace herein above described; and
- B. The easement and right to cause or create, or permit or allow to be caused and created within all space above the existing surface of the hereinabove described real property and any and all Airspace laterally adjacent to said real property, such noise, vibration, currents and other effects of air illumination and fuel consumption as may be inherent in, or may arise or occur from or during the operation of aircraft and any and all kinds, now or hereafter known or used, for navigation of or flight in air; and
- C. A continuing right to clear and keep clear from the Airspace any portions of buildings, structures or improvements of any kind, and of trees or other objects, including the right to remove or demolish those portions of such buildings, structures, improvements, trees, or other things which extend into or above said Airspace, and the right to cut to the ground level and remove, any trees which extend into or above the Airspace; and
- D. The right to mark and light, or cause or require to be marked and lighted, as obstructions to air navigation, any and all buildings, structures, or other improvements, and trees or other objects, which extend into or above the Airspace; and

- E. The right of ingress to, passage within, and egress from the hereinabove described real property, for the purposes expressly described in this **Exhibit 3**.

The easements and rights-of-way herein reserved shall be deemed both appurtenant to and for the direct benefit of that real property which constitutes the Truckee Tahoe Airport, in the Counties of Placer and Nevada, State of California. Grantor may at its sole discretion utilize and extend its rights to the airspace above the Property pursuant to this **Exhibit 3** to allow any and all members of the general public to use said airspace for purposes of landing at, taking off from or operating such aircraft in or about the Truckee Tahoe Airport, or in otherwise flying through said Airspace.

2. **Right of Vehicular Traffic.** The right to operate motorized vehicles on the Property for the purposes described in **Exhibit 2** and/or this **Exhibit 3**. Except in the case of an emergency, such as, but not limited to, responding to wildland fires or off-airport landings by aircraft, Grantor shall use all reasonable efforts to keep the vehicles on existing or future roadways (as may be permitted in **Paragraph 7** of this **Exhibit 3**).

3. **Noise Monitoring and Aircraft Tracking.** The right to install, operate and maintain any and all equipment necessary to monitor noise emitted from aircraft and also to electronically track the flight paths of aircraft and to transmit any such information to Grantor. Provided, however, that Grantor shall utilize the smallest equipment, instruments and supporting or protective structures reasonably necessary and, further, shall make every reasonable effort to minimize the visibility of such noise monitoring and aircraft tracking equipment and structures with regard to both onsite and offsite vantage points.

4. **Aids to Aircraft Navigation.** The right to operate, maintain and improve that existing navigation beacon that currently exists on the real property. Provided, however, that Grantor shall utilize the smallest equipment, instruments and supporting or protective structures reasonably necessary. Grantor shall also have the right to construct a fence around and bring electricity to the navigation beacon and to that equipment described in **Paragraph 3**.

5. **Forest Management.** No commercial timber harvest shall be permitted on the Property. Provided, however, if there is damage from the Western Pine Beetle or other insect infestation, or damage from wildfire or blow down, Grantor may undertake salvage timber cutting on an urgency basis, subject to written approval from Grantee. In addition, Grantor may undertake timber thinning on an urgency or forest health basis, subject to written approval from Grantee, if such thinning is necessary to prevent fire danger, danger to public health and safety or danger to property. To obtain such written approval from Grantee, Grantor shall provide Grantee with copies of proposed timber thinning plans, upon submittal to the California Department of Forestry, or appropriate government agency. Grantor shall be responsible for all forest management, including, but not limited to, fuel reduction for fire prevention. Such management shall be in accordance with all best practices and shall be accomplished pursuant to

a forest management plan approved by Grantee and by a certified forester or by any other party selected by Grantee. Should Applicable Laws require that a forest management plan prepared by Grantor be submitted to the California Department of Forestry and/or to any other governmental entity for approval, Grantor shall comply with all such laws and shall provide Grantee with copies of all materials submitted in support of the forest management plan which materials shall be subject to Grantee's approval.

6. **Prescribed Burning.** Prescribed burning is allowed as a tool for the management of the Property; provided that such practice, including, but not limited to, the amount, frequency, and manner of application, will be in accordance with all Applicable Laws, rules, and regulations. Further, any such prescribed burning shall require Grantee's written approval which may only be granted if it is determined by Grantee that the proposed prescribed burning will not injure or destroy the Conservation Values of the Property or be inconsistent with the Conservation Purposes.

7. **Roadways and Trails.** The right, but not the obligation, to maintain roads and trails that exist on the real property at the time of granting this Conservation Easement. Grantor may, but is not obligated to, construct and maintain new roads and trails on the real property, provided that: (a) Grantor will have obtained Grantee's prior written approval, which shall not be unreasonably withheld, conditioned, or delayed, for the construction of such new roads or trails; (b) such new roads and trails will be the minimum width, length and other specifications required for Grantor to engage in the activities expressly permitted in this **Exhibit 3**; (c) such new roads and trails will be constructed so that they cause the least possible disturbance to the natural character of the Property and to the Conservation Values of the Conservation Easement within which this **Exhibit 3** is incorporated; and (d) such new roads and trails will not be constructed within the high water mark of any natural or artificial water feature and will also comply with all terms and conditions of this Easement.

8. **Signs and Monuments.** Grantor and/or Grantee may erect signs or other monuments and markers at any entrance to the real property or trailhead recognizing Grantor as the owner of the Property and/or the cooperative nature of the acquisition of the Property and of this Conservation Easement. Such signs may include, but are not limited to, recognizing the following entities: the Grantor, TDLT, TTAD, Placer County, the Wildlife Conservation Board, the California Department of Fish and Game and to any other contributors as deemed appropriate by Grantee. When requested by the Wildlife Conservation Board and/or the Department of Fish and Game, Grantor and/or Grantee shall include on the signs permitted in this Conservation Easement the official logos of these state agencies. All signs shall be of a design appropriate with the natural character of the Property and shall be made of natural materials where possible. No sign shall have a surface area greater than four feet (4') by eight feet (8').

9. **Clean-up and Ecological Maintenance.** Grantor shall be responsible for keeping the Property free of any junk, trash, debris, abandoned cars and any other objects or materials which interfere with the public's enjoyment of the Property or are inconsistent with the Conservation Values and Purposes.

Exhibit 4

PROHIBITED ACTIVITIES AND USES

[Exhibit(s) Appear on the Following Page(s)]

PROHIBITED ACTIVITIES AND USES

Though not an exhaustive list of prohibited uses, none of the uses described below may be made on any portion of the Property. The following are set forth both to list specific prohibited activities on the Property in addition to those in the body of the Easement and to provide guidance in determining whether or not other activities are inconsistent with the Conservation Purposes.

1. **No Subdivision, No Lot Creation, No Partitioning.** The legal or de facto division, subdivision, lot creation, parcel creation or partitioning of the Property in any manner is prohibited. Notwithstanding the fact that, as of the date of the Easement, the Property might be comprised of separate legal parcels, the terms and conditions of this Easement will apply to the Property as a whole, and the Property will not be sold, transferred, or otherwise conveyed except as a whole, intact, single piece of real estate; it being expressly agreed that neither Grantor nor the Grantor's personal representative, heirs, successors, or assigns will sell, transfer, or otherwise convey any portion of the Property that constitutes less than the entire Property. The existence of any separate legal lots, parcels, residential or commercial units of any sort, if any, as of the date of execution of this Easement will not be interpreted to permit any use or activity on an individual legal lot, parcel, residential or commercial unit that would not have been permitted on such individual legal lot, parcel, residential or commercial unit under the terms and conditions of this Easement as applied to the Property as a whole. Notwithstanding the remainder of this **Paragraph 1**, ownership of the Property may be held in the form of undivided interests as tenants in common, whether by choice or by operation of any Applicable Laws, but no owner of an undivided interest in the Property will have the right of exclusive occupancy or exclusive use of any separate portion of the Property, or any right to have the Property partitioned in kind, whether pursuant to California Code of Civil Procedure Section 872.210 *et seq.* or otherwise. There shall also be no granting of any easements, licenses or other rights to use the Property, or any part thereof, without first obtaining the approval of Grantee. Such approvals are not required for easements necessary for uses, activities and/or improvements expressly permitted by **Exhibit 2**.

2. **No Use of Development Rights on the Property; No Transfer of Development Rights Off the Property; No Construction of Buildings.** Except as expressly permitted by the terms of **Exhibit 2** and/or **Exhibit 3** and/or the body of this Easement, the exercise of any development rights associated with the Property is prohibited, including, without limitation, the construction or placement of any residential, commercial, storage or any other buildings or structures of any nature. Specific examples of prohibited buildings or structures shall include, without limitation, any single family or multi-family dwellings, condominium units, time-share units, apartment units, golf courses, camping accommodations, boat ramps, bridges, mobile homes, house-trailers, permanent tent facilities, yurts, quonset huts or similar structures, underground tanks, or billboards, signs, or other advertising, and/or other structures or improvements, street lights, utility structures or lines, sewer systems or lines. Specific examples of prohibited buildings or structures shall further include any commercial buildings or

structures, including, without limitation, any hotels, motels, resorts, retail operations, fast food outlets, restaurants, or power generating structures. Provided, however, that the creation and/or marketing of greenhouse gas ("GHG") sequestration or GHG reduction credits, carbon offset credits and/or any other methodology and/or market participation the purpose of which is to prevent or mitigate global warming, global climate change and/or accomplish any other ecologically beneficial goal, shall be considered ancillary development which may be exercised and any resulting credits sold and transferred by TTAD so long as they do not result in the development or improvement of the Property. Co-benefits such as water quality mitigation, erosion control, protection of rare, threatened or endangered species and/or their habitat or any other credits and/or rights which may be marketable but do not result in the development or improvement of the Property may likewise be considered ancillary development rights which may be exercised, sold and transferred by TTAD.

3. **Development Rights Vested in TDLT.** All development rights that are now or hereafter allocated to, implied, reserved, or inherent in the Property are assigned, granted, deeded and/or otherwise transferred to and/or vested in and/or otherwise placed under the sole and absolute control and discretion of TDLT in perpetuity, and may not be used on or transferred to any portion of the Property as it now or hereafter may be bounded or described or to any other property adjacent or otherwise nor used for the purpose of calculating permissible lot yield of the Property or any other property. Provided, however, that this **Paragraph 3** will not preclude such transfer to any party equivalent development rights resulting from the destruction or demolition of any existing residential buildings on the Property.

4. **No Commercial Uses.** Except as expressly permitted by the terms of **Exhibit 2** and/or **Exhibit 3** of this Easement, establishment of any commercial or industrial uses on the Property is prohibited. Examples of prohibited commercial or industrial uses include, but are not limited to: (i) ranching or farming operations of any sort or scale, including the establishment or maintenance of any commercial feedlots, which are defined as any open or enclosed area where domestic livestock are grouped together for intensive feeding purposes; (ii) the planting and cultivation of commercial orchards; (iii) the establishment or maintenance of any commercial greenhouses or plant nurseries; (iv) the establishment or maintenance of any commercial dairies; (v) the establishment or maintenance of any commercial bee hives; (vi) the establishment or maintenance of any commercial gravel mines; (vii) any commercial mining or mineral extraction of any sort; (viii) any commercial timber harvesting; (ix) the establishment or maintenance of commercial campgrounds or commercial picnic areas; (x) the establishment or maintenance of commercial rock collecting; (xi) the establishment or maintenance of commercial pet breeding, grooming or kenneling facilities; (xii) the establishment or maintenance of commercial resorts, motels, hotels, mobile home parks, shopping malls, strip malls, retail establishments, fast food operations or restaurants; (xiii) the establishment or maintenance of commercial wind farms; (xiv) the establishment or maintenance of commercial fish hatcheries or commercial aquaculture; and/or (xv) the establishment or maintenance of commercial billboards or advertising.

5. **No Dumping, Disposal or Storage of Miscellaneous Materials.** There shall be no dumping, other disposal or storage of non-compostable refuse, debris, trash, ashes, waste, sewer sludge, agrichemicals, herbicides, pesticides, dangerous, toxic, hazardous or unsightly materials on the Property. Provided, however, that Grantee may store as necessary those materials expressly allowed under **Exhibit 2** and/or **Exhibit 3** of this Easement, provided, that the storage of any such permitted materials on the Property shall be in full compliance with all public health, safety, environmental and any and all other Applicable Laws and shall be conducted in a manner that shall not diminish or impair the Conservation Values. There shall be no storage or disassembly of inoperable automobiles, trucks, aircraft or other vehicles or equipment for purposes of sale or rental of space for that purpose.

6. **No Leases.** Leasing the Property is prohibited.

7. **No Alteration of Natural Water Courses; No Degradation of Water Quality.** The manipulation or alteration of any natural water course, wetland, streambank, shoreline, vernal pool or body of water is prohibited. Activities or uses detrimental to water quality, including, but not limited to, degradation or pollution of any surface or subsurface waters, are prohibited.

8. **No Impairment of Water Rights.** Severance, conveyance, or encumbrance of water or water rights appurtenant to the Property, separately from the underlying title to the Property, or other action that diminishes or extinguishes such water rights is prohibited.

9. **No Roads.** Except as expressly permitted by the terms of **Exhibit 2** and/or **Exhibit 3** of this Easement, there shall be no construction, reconstruction or replacement of any paths or roadways, nor any other change in the general topography or grading of the Property. The creation or development of new paths, tracks, roads, roadways, trails or passage-ways for motorized vehicles of any type, including, without limitation, sport utility vehicles, off-highway vehicles, off-road vehicles, all terrain vehicles, motorcycles, four-wheelers, three-wheelers, motorized watercraft, jet skis, snowmobiles and/or snow cats is prohibited even for non-commercial uses. The Grantor may maintain existing road in their current conditions.

10. **No Hunting.** Trapping, hunting, the use of firearms, bow and arrow, air-soft and/or other air or compressed air powered weapons and/or projectile firing devices, or any other form of arms or weapons shall be prohibited. Provided, however, that special hunts may be allowed subject to agreement and regulation by Grantor, Grantee and the California Department of Fish and Game regarding, among other things, times, areas and species.

11. **No Motorized Vehicle Usage.** The use of any motorized vehicles, including, without limitation, sport utility vehicles, off-highway vehicles, off-road vehicles, all terrain vehicles, motorcycles, four-wheelers, three-wheelers, motorized watercraft, jet skis, snowmobiles and/or snow cats is prohibited. Provided, however, that motorized vehicles may be used as necessary under the terms of **Exhibit 2** and/or **Exhibit 3** and for the normal maintenance and stewardship of the Property pursuant to this Easement. In no event shall any

motorized vehicles, including, without limitation, sport utility vehicles, off-highway vehicles, off-road vehicles, all terrain vehicles, motorcycles, four-wheelers, three-wheelers, motorized watercraft, jet skis, snowmobiles and/or snow cats be used off of officially designated roadways for recreational purposes.

12. **Limitations on Equestrian or Pack Animal Use.** The use of any portion of the Property for equestrian uses, including but not limited to, horse-back riding, horse training or horse pasturing is prohibited upon initial recordation of this Conservation Easement. The use of any animals for packing purposes is also prohibited upon initial recordation. The use of the term "horse" herein shall include, without limitation, horses, ponies, donkeys, mules, burros, llamas and any and all other animals which may be ridden or used as pack animals. Provided, however, that Grantor and Grantee agree that if TDLT should acquire substantial adjacent properties, including, without limitation, the adjacent property now owned by Sierra Pacific Industries, or equestrian connectivity to the Property is otherwise provided, then such equestrian privileges may be allowed by Grantee upon adoption by Grantee of an equestrian management plan. Should equestrian uses be permitted, Grantee shall have the right to regulate all aspects of equestrian use in Grantee's sole and absolute discretion. Such regulations shall include requiring the removal of animal waste from the Property by equestrian users and the restriction of equestrian uses to specified areas. If it is determined that animal wastes from equestrian uses result in the introduction of exotic species which will cause harm to the Conservation Values, Grantee shall be compelled to either control the introduction of exotic species or terminate equestrian uses. The California Department of Fish and Game shall be allowed to monitor the Property for harm to ecological values caused by equestrian uses and Grantor and Grantee shall consider evidence of harm to such values when presented by the California Department of Fish and Game. These equestrian restrictions are made at the request of the California Department of Fish and Game.

13. **No Introduction of Grasses, Plant, Animal Species or Exotics.** The introduction of any non-native plant or non-native animal species is prohibited. The intentional or reckless introduction of exotic plant or animal species that may in Grantee's determination threaten to diminish or impair the Conservation Values of this Easement is prohibited.

14. **No Junk Yards.** The storage or disassembly of inoperable aircraft, automobiles, machinery, equipment, trucks, and similar items is prohibited. The sale or rental of space for any such purpose is prohibited.

15. **No Destruction of Native Vegetation.** Except as expressly permitted by the terms of **Exhibit 2** and/or **Exhibit 3** of this Easement, the removal, cutting or destruction of native vegetation is prohibited.

16. **No Timber Harvesting.** Except as expressly permitted by the terms of **Exhibit 2** and/or **Exhibit 3** of this Easement, the taking or harvesting of timber, standing or downed, on the Property is prohibited.

17. **No Removal of Artifacts.** The disturbance, movement, removal or collection of any Native American objects, or of any and all other objects of historical value, including, without limitation, aged glass and bottles of historical value, are prohibited.

18. **Extraction Restrictions.** The following provisions shall apply to any exploration for or extraction of minerals, hydrocarbons, soils, sands, gravel, rock, geothermal resources or any other material on or below the surface of the Property:

18.1. Grantor shall not conduct or permit any surface mining on the Property whatsoever. Except for soils, sands, and other material as appropriate for the conduct of the habitat conservation and other activities explicitly permitted under this Easement, Grantor shall not enter upon or use, or permit entry or use of, the surface of the Property or any part thereof, or the subsurface to a depth of five hundred feet (500'), for the exploration for or extraction of minerals, oil, gas, hydrocarbons, soils, sands, gravel, rock, geothermal resources or any other material on or below the surface of the Property, except as herein specifically provided. Further, Grantor shall not conduct or permit any sub-surface access to the Property from adjacent properties for the exploration or extraction of minerals, oil, gas, hydrocarbons, soils, sands, gravel, rock, geothermal resources or any other material on or below the surface of the Property, except as herein specifically provided.

18.2. Grantor shall not enter into any lease for the purposes of exploring for or extracting or removing any oil, gas, hydrocarbon substances, geothermal resources or other minerals from the Property. Grantor agrees to deliver, in form and content satisfactory to Grantee and concurrent with execution and delivery of this Easement, written agreements to be bound by the terms of this Easement executed by all holders of any existing ownership or rights to explore for or develop the minerals, hydrocarbons, soils, sands, gravel or rock or any other material on or below the surface of the Property.

18.3. Grantor shall not pollute or interfere with the surface or subsurface water in or under the Property.

18.4. Grantor shall give Grantee written notice pursuant to terms of this Easement at least forty-five (45) days prior to commencement of any operations by Grantor, Grantor's oil and gas lessees or by others on the Property, describing the proposed location and nature of such operations.

19. **Inconsistent or Adverse Actions.** Any action or practice that in Grantee's sole determination and discretion is or becomes inconsistent with the Conservation Purposes or that diminishes or impairs the Conservation Values is strictly prohibited. There shall be no change, disturbance, alteration or impairment of the Conservation Values of the Property, except as may occur pursuant to the uses of the Property which are expressly permitted under this Easement.

20. **No Use of the Property for Expansion of Airport Operations.** Except as expressly permitted by the terms of **Exhibit 2** and/or **Exhibit 3** of this Easement, neither

Grantor, nor any successor, assignee, grantee or agent of Grantor shall use any portion of the Property for any activity or function of the Truckee Tahoe Airport or of the Truckee Tahoe Airport District (collectively "**the Airport**"). This prohibition shall include, without limitation, the use of the Property for expansion of the Airport's operations, hangars, towers, parking, runways, taxiways and/or fuel storage.

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GRANT DEED OF CONSERVATION EASEMENT

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Schedule A: Legal Description

EXHIBITS

- Exhibit 1: Specific Rights and Obligations of Grantee**
- Exhibit 2: Specific Rights and Obligations of Grantor**
- Exhibit 3: Prohibited Activities and Uses**

GRANT DEED OF CONSERVATION EASEMENT

This Grant Easement of Conservation Easement ("**Easement**"), dated for reference purposes as of April 20, 2011 is entered into by and between TRUCKEE DONNER LAND TRUST, a 501(c)(3) non-profit California Corporation ("**Grantor**"), and TRUCKEE TAHOE AIRPORT DISTRICT, an Airport District organized and existing pursuant to California Utilities Code Sections 22001 et seq. ("**Grantee**"), on the basis of the following facts and circumstances:

I. RECITALS

A. **The Property.** Grantor is acquiring and intends to own that certain real property, consisting of approximately 122.40 acres of land in Placer County, California with Assessor's Parcel Numbers: 110-030-040/041/042 (the "**Property**"), which is more particularly described as follows:

A Portion of the West ½ of the West ½ Section 28 and a Portion of the Northeast ¼ of Section 29, Township 17 North, Range 17 East, M.D.B.&M., Placer County, California

and further described on Schedule A, attached hereto and incorporated by reference.

B. **Conservation Values.** The Property possesses significant natural, ecological, and aesthetic values for conservation purposes (collectively, the "**Conservation Values**") which are of importance to Grantor and Grantee, to the people of the county in which the Property is located, and to the people of the State of California, and which include, but are not necessarily limited to, natural resource, ecological, and scientific values, including wildlife and plant resources such as habitat, food sources and migratory routes, as well as scenic and open space values. The Property is also a natural area which qualifies as a "relatively natural habitat of fish, wildlife, or plants, or similar ecosystem", as that phrase is used in Section 170(h)(4)(A)(ii) of the Internal Revenue Code of 1986 (as amended) (the "**IRC**").

C. **Public Benefit.** The Conservation Values of the Property include (but are not necessarily limited to) habitats essential to maintaining various natural communities of sensitive, rare, and/or endangered plant and animal species. The protection of the Property will also help to support many other non-listed plant and animal species which are dependent on the water sources, nesting habitat, and food sources found on the Property; will enhance connectivity between other nearby protected areas, parks, and/or watershed areas for wildlife; and will help to ensure that this area and its existing features will continue to be available for its natural habitat values. The Conservation Values of the Property also include the significant public benefit of preserving open space from development and providing protection for scenic

qualities unique to the area.

D. **Preservation and Protection in Perpetuity.** Grantor, as the owner of the Property, owns the right to identify, preserve, protect, and enhance the Conservation Values of the Property, and wishes to grant to Grantee a perpetual conservation easement on the Property, in order to ensure that the Conservation Values of the Property are preserved, protected, and maintained in perpetuity, and that they may be enhanced from time to time hereafter, all as provided in this Easement.

E. **Civil Code Sections 815 et seq.** The State of California recognizes the public importance and validity of conservation easements by enactment of Sections 815 *et seq.* of the California Civil Code.

F. **Grantee's Status for Acquisition of Conservation Easement.** Grantee is an airport district organized and existing pursuant to California Utilities Code Sections 22001 *et seq.* and, as a "district" described in Section 815.3(b) of the California Civil Code, is qualified to acquire and hold conservation easements.

II. GRANT OF CONSERVATION EASEMENT

Now, therefore, in consideration of the foregoing recitals, the respective agreements of the parties which are hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to Sections 815 *et seq.* of the California Civil Code, Grantor hereby grants in perpetuity, on behalf of itself and any and all successors and assigns of Grantor as the owner(s) of the Property (as they may exist from time to time, including Grantor, sometimes hereinafter referred to as "**Grantor**"), and Grantee hereby accepts, a conservation easement in, on, over, and across the Property (the "**Easement**") in favor of Grantee, and any and all successors and assigns of Grantee as the holder(s) of the Easement (as they may exist from time to time, including Grantee, sometimes hereinafter referred to as "**Grantee**"), granting to Grantee and all subsequent Grantees (each as to its term as Grantee) the rights of Grantee and/or Grantee which are set out below, and restricting in perpetuity the uses which may be made of the Property, all on the following terms and conditions:

1. **Easement Purposes.** Grantor and Grantee intend that the use of the Property be managed and maintained by Grantor, and by any successor Grantors, in a manner that is consistent with the preservation, protection, and maintenance in perpetuity of the Conservation Values of the Property, and the enhancement of those Conservation Values, all as provided in more detail in this Easement (collectively, the "**Easement Purposes**"), while allowing the continuation of certain compatible existing uses at the Property, subject to the terms of this Easement.

2. **Easement Documentation Report.** Grantor and Grantee (who are each sometimes referred to herein as a "Party") each acknowledge that certain biological and other physical attributes of the Property particularly relevant to the Easement are further documented in an inventory of such attributes which is referred to hereinafter as the "**Easement Documentation Report**", and which has been prepared by a competent biologist familiar with the environs and approved by Grantor and Grantee in writing. Grantor and Grantee each have a copy of the Easement Documentation Report, executed by both parties. The Parties agree that the Easement Documentation Report contains an accurate representation of such attributes of the Property at the time that this Easement is recorded, and is intended to serve as an objective, though non-exclusive, information baseline for monitoring compliance with the terms of the Easement. The foregoing notwithstanding, if a dispute arises with respect to the nature and extent of the physical or biological condition of the Property, the parties shall not be foreclosed from utilizing any and all other relevant documents, surveys, or other evidence or information to assist in the resolution of the dispute. The cost of preparing the Easement Documentation Report shall be paid by Grantor.

3. **Rights Conveyed to Grantee.** The rights conveyed to Grantee and all subsequent Grantees by this Easement and pursuant to the Easement include, but are not limited to, the following:

3.1. **Right to Preserve and Protect.** Grantee shall have the right to identify, preserve, and protect in perpetuity the Conservation Values of the Property, including (but not limited to) the natural, ecological, scenic, and aesthetic features and values of the Property, the water resources of the Property, and the natural flora and fauna on the Property.

3.2. **Right to Enhance and Restore.** Grantee shall have the right, but not the obligation, to enhance and restore the Conservation Values of the Property, subject to any applicable terms of this Easement.

3.3. **Right to Conduct Studies.** Grantee shall have the right, but not the obligation, to conduct fish, wildlife, plant, and habitat studies on the Property, as well as research and monitoring on the Property, provided that such studies, research, and monitoring shall be carried out in a manner that will not interfere unreasonably with the permitted use(s) or enjoyment of the Property by Grantor or any permitted occupant(s) or user(s) of the Property pursuant to the terms of this Easement.

3.4. **Right of Access and Inspection.** Grantee shall have the right to access and enter upon the Property at all reasonable times, using any and all easements and rights of way appurtenant to the Property (if any), in order to: (1) inspect the Property; (2) exercise and enforce the rights which are granted herein; and (3) determine whether the activities conducted on the Property by others are in compliance with the terms of this Easement; it being understood that such access and entry will be made in a manner that will not interfere unreasonably with the

permitted use(s) or enjoyment of the Property by Grantor or any permitted occupant(s) or user(s) of the Property pursuant to the terms of this Easement.

3.5. Right of Immediate Entry. Grantee, in Grantee's sole and absolute discretion, shall have the right of immediate entry upon the Property where such entry is necessary or desirable to prevent, terminate, or mitigate damage to or the destruction of, any of the Conservation Values, or to prevent, terminate, or mitigate a violation of the terms of this Easement. If Grantee determines immediate entry is necessary, Grantee need not provide Grantor with prior notice.

3.6. Right to Enjoin Activity. Grantee shall have the right to enjoin any activity, or threatened activity, on the Property or other use of the Property which either: (1) is prohibited under the terms of this Easement; or (2) is inconsistent with the Conservation Values and/or Easement Purposes and not otherwise explicitly permitted under the terms of this Easement, whether such activity is carried out by Grantor, anyone acting for Grantor, or otherwise; and Grantee shall have the right to enforce the restoration by the responsible person(s) or entities of such areas or features of the Property as may be damaged by any such prohibited or inconsistent activity or use, and to recover appropriate damages with respect thereto. In the event of any such enforcement by Grantee against a person or entity other than the then-Grantor of the Property, the Grantor shall cooperate with Grantee as reasonably requested in carrying out such enforcement.

3.7. Right of Original Grantee Enforcement. If the Easement is at any time held by a Grantee other than the original Grantee, the original Grantee shall be entitled to enforce the foregoing rights, as if it were still the sole Grantee, if and to the extent that it reasonably determines that the then-current Grantee is not adequately doing so, and the term "Grantee", as used herein, shall be interpreted to allow such enforcement.

3.8. Right to Build Road to Waddle Ranch and Adjoining Properties. In furtherance of the foregoing rights and Conservation Values, each party shall have the right to build and maintain a road from the Property to the Waddle Ranch or any adjoining real properties in which they have a recorded interest. Any such new road built by either party (1) will be the minimum width, length and other specifications required for that party to engage in its permissible activities; (2) will be constructed so that it causes the least possible disturbance to the natural character of the Property and to the Conservation Values; (3) will not be constructed within the high water mark of any natural or artificial water feature; (4) shall not be used for any commercial or residential development; (5) shall only be built upon a demonstrable showing of need for airport safety or conservation purposes; (6) its use shall be consistent with the Conservation Values and (7) will also comply with all terms and conditions of this Easement. All costs of maintenance, repair, upkeep and operations necessary for use of the road, including, but not limited to, snow removal, shall be borne by the Party constructing that road. Further, the Party intending to construct such road shall provide, in writing, at least thirty (30)

days advance notice to the other Party with the precise location and specification of such road, and shall obtain the prior written consent of the other party to build such road, such consent not to be unreasonably withheld. The party receiving a request for approval of a road shall notify the requesting party, in writing, within fifteen (15) days of receipt of such request for approval if more information is needed. If no such request for additional information is provided within fifteen (15) days of such request, the request shall be deemed complete. The party from whom such consent is requested shall approve or deny such request for approval in writing within thirty (30) days of the initial request or the submission of additional information, whichever is later, and if such approval or denial is not provided within such time frame, the request shall be deemed approved and no written approval shall be required. Any denial of consent shall state, with particularity, the reason(s) for such denial.

3.9. Further Rights of Grantee. Grantee shall have further rights as outlined in Exhibit 1, which is attached hereto and incorporated herein by reference.

4. Consistent or Otherwise Permitted Uses of the Property. Grantor shall have the right, after obtaining any consent or approval needed under the terms of this Easement, to carry out all activities at and uses of the Property which are permitted in Exhibit 2 which is attached hereto, subject to any applicable restrictions set out in that Exhibit or elsewhere in this Easement. Grantor shall confine its use of the Property to those permitted activities and uses, and to such other activities at and uses of the Property as are both: (1) consistent with the Easement Purposes; and (2) not prohibited under the terms of this Easement.

5. Prohibited Uses of the Property. The uses of the Property described in Exhibit 3 attached hereto are agreed by Grantor and Grantee to be prohibited at the Property, except to the limited extent (if any) that they are permitted pursuant to the terms of Exhibit 1 and Exhibit 2. The list of prohibited uses in Exhibit 3 is also designed to provide Grantor and Grantee with guidance in determining whether other activities are inconsistent with the Easement Purposes. In making this grant of Conservation Easement, Grantor has considered the possibility that uses prohibited by the terms of this Conservation Easement may become more economically valuable than permitted uses and that neighboring properties may in the future be put entirely to such prohibited uses. It is the intent of both the Grantor and Grantee that any such changes will not be deemed to be circumstances justifying the termination, extinguishment, or modification of this Conservation Easement. In addition, the inability of Grantor, or the Grantor's heirs, successors, or assigns, to conduct or implement any or all of the uses permitted under the terms of this Conservation Easement, or the unprofitability of doing so, will not impair the validity, force and effect of this Conservation Easement or be considered grounds for its termination, extinguishment, or modification.

6. Easement Enforcement. The following provisions shall be applicable to enforcement of the Easement:

6.1. Violations. In the event of a violation of the terms of this Easement, or any activity threatening to create such a violation, Grantee shall have all remedies available under Applicable Law, whether at law or in equity, to enforce the terms of this Easement and/or prevent the threatened activity, including (but not limited to) the right to: (i) seek a temporary or permanent injunction with respect to the activity involved; (ii) force the restoration of the affected portion(s) of the Property to a condition similar or equivalent to its prior condition, whether by restoring soils, replanting suitable domestic vegetation, or such other action as is reasonably necessary to achieve such restoration; and (iii) recover any additional appropriate damages; provided, however, that Grantee shall not enforce its rights under clauses (i) or (ii) above against Grantor, except in compliance with the provisions of subparagraph 6.2 below. The foregoing remedies shall be cumulative and shall be in addition to all other remedies now or later existing at law or in equity. If Grantee recovers any form of monetary damages with respect to such a violation or threatened activity, whether from Grantor or from any third party, it shall ensure that all of such damages (after appropriate costs of suit and enforcement are reimbursed), are applied to restore the Property to its prior condition or otherwise ameliorate the situation, as appropriate, or, to the extent that that is not possible, are otherwise applied with respect to the Property in a manner furthering the Easement Purposes.

6.2. Notice of Violation. If Grantee becomes aware of a violation of the terms of this Easement by Grantor, or by anyone acting for Grantor (a "**Grantor Violation**"), or any other activity on or affecting the Property by Grantor, or by anyone acting for Grantor, which threatens to lead to a Violation, the following provisions shall be applicable:

6.2.1. Violation Notices. Should Grantee become aware of any of the circumstances described in subparagraph 6.2 above, Grantee (the "**Notifying Party**") shall give a written notice of the Violation or threatened activity (a "**Violation Notice**") to Grantor (the "**Notified Party**").

6.2.2. Corrective Action. Upon the giving of a Violation Notice, the Notified Party shall promptly commence, and thereafter diligently pursue to completion, corrective action sufficient to cure the Violation or stop the threatened activity and, where the Violation or threatened activity involves injury to the Property, to restore the portion of the Property so injured.

6.2.3. Default. A Notified Party shall be in default under this Easement (a "**Party Default**") if it fails to so cure a Violation, or stop the threatening activity, within ninety (90) days after the giving of an applicable Violation Notice; provided that, if more than ninety (90) days is reasonably required for the corrective action, then, if the Notified Party promptly begins the corrective action within such ninety (90) day period, no Default shall exist on its part as to the Violation for so long thereafter as the Notified Party is diligently pursuing such cure to completion. The fact that a "Default" does not exist under the foregoing provisions shall in no event, however, absolve Grantor from any liability under this Easement with respect

to a Violation. Except as provided below in the case of an emergency, after the giving of a Violation Notice to Grantor, the Notifying Party shall not exercise its rights under subparagraph 6.1 above against the Notified Party until such time as a Default by the Notified Party exists under the foregoing provisions.

6.2.4. Costs of Enforcement. In any action, suit, or other proceeding undertaken by Grantee against Grantor to enforce any right or obligation under this Easement, or to interpret any of the provisions of this Easement, the prevailing party shall be entitled to recover from the non-prevailing party the costs and expenses of such proceeding, including (but not limited to) the court costs and attorneys' fees and expenses incurred by the prevailing party (whether incurred at the trial, appellate, or administrative level), in such amount as the court or administrative body may judge reasonable, all of which may be incorporated into and be a part of any judgment or decision rendered in such action, suit, or other proceeding.

6.2.5. Emergency Enforcement. The foregoing provisions notwithstanding, if Grantee reasonably determines that circumstances require immediate action to prevent, terminate, or mitigate a significant Grantor Violation, Grantee may give a Violation Notice to Grantor (which may be given orally in such cases, and then followed by written notice, if the emergency circumstances are significant enough to warrant doing so) and, following the giving of such Violation Notice, the Notifying Party may then pursue its remedies under this Easement without waiting for a Default to exist as provided for above.

6.3. Discretion. Enforcement of the terms and provisions of this Easement shall be at the discretion of Grantee, and the failure of Grantee to discover a Violation or to take action under this Easement with respect to a given Violation shall not be deemed or construed to be a waiver of the rights of Grantee under this Easement in the event of any subsequent occurrence of that or any other Violation.

6.4. Events Beyond Grantor's Control. Nothing in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from events beyond Grantor's control, such as, by way of example only: (i) fire, flood, storm, earth movement, climate change; (ii) acts or omissions of third parties; or (iii) resulting from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property, or to any person(s) located thereon or adjacent thereto; except that Grantor may be held responsible with respect to any such event, and/or its adverse effects, to the extent that: (i) the event and/or its adverse effects is caused by Grantor or any of Grantor's employees, agents, or invitees; or (ii) to any event and/or to any adverse effects from the event resulting from a failure by Grantor to manage or supervise the Property prudently. It is agreed by Grantor and Grantee that Grantee's ownership and operation of an airport shall not by those facts alone, and in the absence of any negligence, gross negligence, misconduct or violation of any laws pertaining to airport operation by Grantee, be deemed to be the cause of any incident involving any aircraft on the Property. Except as

specifically provided in Exhibit 1, it is further agreed by Grantor and Grantee that Grantor shall have no obligation, responsibility, duty and/or liability for maintaining or preventing any conditions on the Property which are necessary to the operation of the airport or which may affect the operation of the airport in any way.

6.5. Attorney Fees. If any action arising out of or relating to this Easement is commenced by either party to this Easement, then as between Grantor and Grantee, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable attorneys' fees, costs, and expenses incurred in the action.

7. Approval Process. Whenever the agreement or consent of either Grantor or Grantee to a proposed action or activity (a "**Proposed Activity**") is to be obtained by the other Party pursuant to this Easement (an "**Approval**"), the Party seeking the Approval (the "**Requesting Party**") shall give the other Party (the "**Notified Party**") a written notice requesting the Approval and informing the Notified Party in detail of all material aspects of the Proposed Activity (collectively, a "**Request Notice**"), and the following provisions shall then be applicable:

7.1. Information Deadline. The information concerning the Proposed Activity which was supplied by the Requesting Party shall be deemed complete for all purposes unless the Notified Party has given the Requesting Party a written notice requesting additional specific information concerning the Proposed Activity within thirty (30) days after the Request Notice was first given (the "**Information Deadline**"). If supplemental information is requested and is provided by the Requesting Party, it shall automatically become a part of the Request Notice.

7.2. Objection Notice. The Notified Party shall review the Request Notice promptly, and shall, if it has any objections to the Proposed Activity, give the Requesting Party prompt written notice thereof (an "**Objection Notice**"). Any objections by a Party shall be based upon its opinion that the Proposed Activity is in violation of the terms of this Easement or the Easement Purposes (as applicable), in a manner which shall be specified in the Objection Notice. An Objection Notice may also be based on the failure to provide adequate information in the Request Notice, provided that a request for additional information was made by the Notified Party prior to the Information Deadline. If the Notified Party gives an Objection Notice, it shall also make a good faith effort to advise the Requesting Party how the Proposed Activity could be modified to be consistent with the Easement Purposes, or what additional information is needed (as applicable).

7.3. Written Approval. The Requesting Party shall not, and shall not have the right to, commence or conduct the Proposed Activity until and unless it receives the written approval of the Notified Party, and only in the manner approved, except to the extent that the approval of the Notified Party is deemed given as indicated below.

7.4. Agreement on Proposed Activity. The Proposed Activity shall be deemed to have been agreed upon, consented to, or acquiesced in (as applicable) by the Notified Party if no Objection Notice has been given within ninety (90) days after the Information Deadline, and the Notified Party shall then have no further right to object to the Proposed Activity as described in the Request Notice, except in the case of: (1) an activity which actually violates the terms of this Easement; (2) a subsequent material change in circumstances having a bearing on the compatibility of the Proposed Activity with the Easement Purposes; or (3) information which has a material bearing on the compatibility of the Proposed Activity with the Easement Purposes later first becoming known to the Notified Party; in any of which cases the Notified Party shall have the right to give the Requesting Party an Objection Notice as to the Proposed Activity, despite the passage of the deadline stated above.

7.5. Limitations on Agreement. No actual or deemed agreement or consent to, or acquiescence in or failure to object to, any given Proposed Activity shall constitute: (1) agreement or consent to, or approval of, any aspect of the Proposed Activity which was not disclosed in the Request Notice (including any supplemental information, as noted above), or any subsequent action or activity of the same or any different nature; or (2) agreement or consent to, or approval of, any activity or use which is prohibited by the terms of this Easement, or any other alteration of the terms of this Easement.

8. Notices. Except as otherwise provided in this Easement, any notice, demand, request, consent, or approval of any kind that any Party desires or is required to give to or make on another Party under or in connection with this Easement (in each case, a "Notice") shall be subject to the following provisions:

8.1. Service of Notices. Each Notice shall be in writing and shall be served upon the Party being addressed at the most recent address(es) which the addressed Party has provided for such purposes under this Easement, by any of the following means: (i) by delivery in person; (ii) by certified U.S. mail, return receipt requested, postage prepaid; or (iii) by Federal Express or other reputable "overnight" delivery service, provided that next-business-day delivery is requested by the sender. If delivered in person, a Notice will be deemed given immediately upon delivery (or refusal of delivery or receipt).

8.2. Notice by Certified Mail. If sent by certified mail, a Notice will be deemed given on the earlier to occur of: (i) the date of first attempted delivery; or (ii) the third day after being deposited in the mail. If sent by Federal Express or other reputable "overnight" delivery service, a Notice will be deemed given on the next-business-day after being deposited with the delivery service.

8.3. Notice by Fax. As an additional alternative form of delivering a Notice pursuant to this Easement, any Party may deliver a Notice to another Party by telecopier or facsimile transmission (by "fax"); provided, however, that any Notice given by fax must (except

to the extent, if any, otherwise explicitly stated below) also be given in one of the other methods set forth above, and each Notice delivered by fax shall be deemed given on the date of successful transmission, unless the transmission is completed on a non-business day, or after 5:00 p.m. on a business day, in the recipient's time zone, in either of which cases it shall be effective on the next following business day.

8.4. Change of Notice Information. By a written Notice to the other Party which is given in the aforesaid manner, any Party may from time to time designate a replacement for any address or fax number which is specified below for the Party giving the Notice, and the replacement address or fax number (as applicable) shall then be substituted for the one previously in effect, provided that in no case shall any such replacement increase the total number of addresses or fax numbers for Notices to such Party.

8.5. Initial Designation of Notice Information. Subject to such right to change their addresses or fax numbers for Notices, the Parties initially designate the following addresses and fax numbers to be used for Notices sent to them:

Grantee:

Truckee-Tahoe Airport District
Attn: General Manager
10356 Truckee Airport Road
Truckee, CA 96161
Phone: (530) 587-4540
Fax: (530) 587-2984

Grantor:

Truckee Donner Land Trust
P.O. Box 8816
10069 West River St.
Truckee, CA 96162
Phone: (530) 582-4711
Fax: (530) 582-5528

(Use Airport Road address for courier deliveries.) (Use River Street address for courier deliveries.)

8.6. Notice of Entry. Where notice to Grantor of entry upon the Property by Grantee is required under this Easement, Grantee may notify any of the persons constituting Grantor, or any appropriate agent of Grantor, by telephone, by mail, or in person prior to such entry.

9. Public Access. Nothing contained in this Easement shall give or grant to the public a right to enter upon or use the Property, or any portion thereof except as expressly provided in Exhibit 2 of this Easement.

10. Compliance with Applicable Laws. The following provisions shall also govern the use and operation of the Property by Grantee and successor Grantors:

10.1. Non-Exhaustive List of Laws. Grantor shall comply with all statutes, laws, ordinances, rules, regulations, codes, orders, guidelines, or other restrictions, or

requirements applicable to the Property which have been enacted or otherwise promulgated by any federal, state, county, municipal, or other governmental or quasi-governmental agency, board, bureau, commission, court, department, panel, or other official body (whether legislative, administrative, or judicial), or by any competent official of any of the foregoing (in each case, an “**Applicable Law**”), including (but not limited to) those relating to pollution or the protection of human health or the environment.

10.2. Hazardous Waste Laws. Without placing any limitation on Grantor’s general obligation to comply with all Applicable Laws, Grantor shall keep the Property free of contamination by any of the following (in each case, a “**Hazardous Material**”): wastes, materials, chemicals, or other substances (whether in the form of liquids, solids, or gases, and whether or not airborne) which are ignitable, reactive, corrosive, toxic, or radioactive, or which are deemed to be pollutants, contaminants, or hazardous or toxic substances under or pursuant to, or which are to any extent regulated by, form the basis of liability under, or are otherwise under the authority of any Applicable Law concerning such wastes, materials, chemicals, or other substances (in each case, a “**Hazardous Materials Law**”), including (but not limited to) petroleum-based products and any material containing or producing any polychlorinated biphenyl, dioxin, or asbestos; any effluent spray or biosolids; as well as any biocide, herbicide, insecticide, or other agrichemical, at any level that may: (1) constitute a present or potential threat to the environment or to human health, safety, or welfare; (2) exceed any applicable or relevant and appropriate clean-up standard; (3) cause any person to incur any investigative, removal, remediation, maintenance, abatement, or other clean-up obligation or expense; it being understood that such Hazardous Materials Laws include (but are not limited to) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 US Code Sections 9601 *et seq.* and, hereinafter, “**CERCLA**”); the Hazardous Materials Transportation Act (49 US Code Sections 6901 *et seq.*); the Hazardous Waste Control Law (California Health & Safety Code Sections 25100 *et seq.*); the Hazardous Substance Account Act (California Health & Safety Code Sections 25300 *et seq.*); and any rule, regulation, or other promulgation adopted under any of the foregoing laws.

11. Responsibility for Operations. Grantor shall have and retain all responsibility for, and shall bear all costs and liabilities of, the ownership, operation, upkeep, and maintenance of the Property. Without placing any limitation on the foregoing sentence, the parties agree as follows:

11.1. Grantee Has No Duty for Operation. Grantee shall have no duty or responsibility for the operation or maintenance of the Property, the monitoring of any hazardous conditions thereon, or the protection of Grantor, the public, or any other person or entity from any risks relating to conditions on the Property.

11.2. Grantor Solely Responsible for Taxes. Grantor shall be solely responsible for any and all real property taxes and assessments levied by competent authority on the

Property, and shall pay the same prior to delinquency. In the event that Grantee determines in Grantee's sole and absolute discretion that payment of real property taxes and assessments is necessary to protect Grantee's rights in this Easement, Grantee may make such payments for which Grantor shall be immediately liable for repayment to Grantee.

11.3. Grantor Shall Keep Free of Liens. Grantor shall keep Grantee's interest in the Property free of any liens, including those arising out of any work performed for, materials furnished to, or obligations incurred by Grantor. In the event that Grantee determines in Grantee's sole and absolute discretion that payment for work or materials is necessary to protect Grantee's rights in this Easement, Grantee may make such payments for which Grantor shall be immediately liable for repayment to Grantee.

11.4. Grantor Responsible for Costs of Insurance. Grantor shall be solely responsible for any costs related to the maintenance of general liability insurance covering acts on the Property. Grantor shall maintain liability coverages in the minimum amount of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate. Grantor shall name Grantee as a named insured on all liability insurance policies on the Property and shall further request that Grantee be copied on all correspondence to Grantor from the insurance carrier

11.5. Grantor Solely Responsible for Permits. Grantor shall be solely responsible for obtaining any and all applicable governmental permits and approvals for any activity or use by Grantor which is permitted by this Easement, and any such activity or use shall be undertaken in accordance with all Applicable Laws. Provided, however, that Grantor shall have no obligation, responsibility, duty and/or liability for obtaining or maintaining any permits or approvals necessary for operation of the airport or for any activities of Grantee. Further, Grantor makes no representations or warranties that any such permits or approvals are obtainable by Grantor.

11.6. Grantee Not Liable Under CERCLA. Nothing in this Easement shall be construed to create in or give to Grantee: (i) the obligations or liabilities of an "owner" or "operator" as those words are defined and used in CERCLA or any other Hazardous Materials Law; (ii) the obligations or liabilities of a person described in 42 USC §9607(a)(3); (iii) the obligations of a responsible person under any applicable Hazardous Materials Law; (iv) any obligation to investigate, remove, remediate, abate, or otherwise clean up any Hazardous Materials located at or associated with the Property; or (v) control over Grantor's ability to investigate, remove, remediate, abate, or otherwise clean up any Hazardous Materials located at or associated with the Property in compliance with any Hazardous Materials Law.

12. Indemnification by Grantor.

12.1. Indemnification of Grantee. Grantor shall indemnify and defend Grantee, each of the officers, directors, employees, agents, invitees, and contractors of Grantee, and each

of the heirs, successors, and assigns of such parties against, and shall hold such indemnified parties harmless of and from, any and all claims, costs, liabilities, penalties, damages, or expenses of any kind or nature whatsoever, whether based on negligence or strict liability (including, but not limited to, court costs and reasonable attorneys' fees and expenses, whether incurred at the trial, appellate, or administrative level, or in connection with any required arbitration) which any of such indemnified parties may suffer or incur, or to which any of such indemnified parties may be subjected, as a result of or arising out of any Violation under this Easement or of the Easement by Grantor or by anyone acting for or under the authority of Grantor, or any other activities of Grantor on, at, or with respect to the Property, including (but not limited to) the following: (a) any real property taxes, insurance, utilities, assessments, or other charges that are levied against or with respect to the Property, including those for which exemption cannot be obtained; (b) the operation, upkeep, and maintenance of the Property, including all costs thereof; (c) the existence or administration of this Conservation Easement; and (d) any Hazardous Materials present at the Property, alleged to be present there, or otherwise connected in any way to the Property, whether before, on, or after the date of this Easement, except those (if any) used at the Property by Grantee or Grantee's employees or agents.

12.2. When Grantor Not Obligated to Indemnify Grantee. Notwithstanding the provisions of section 12.1., Grantor shall not be responsible to indemnify Grantee for any acts or obligations of Grantee on the subject property and Grantee shall indemnify and hold Grantor harmless for any such claims of liability alleged to be the result of Grantee's acts or obligations.

13. Subsequent Liens on Property. No provision of this Easement is to be construed as impairing the ability of any Grantor to use the Property as collateral for any loan, provided that any lien created thereby shall be subordinate to the terms of this Easement. Such subordination shall be accomplished through a legally binding subordination document executed by the lender and reviewed and approved by Grantee.

14. Effect of Easement. The parties acknowledge that the Easement is an easement in gross, and that, pursuant to the terms of Sections 815 *et seq.* of the California Civil Code: (a) the Property is declared to be open and natural land, and may not be converted or directed to any uses other than those permitted under this Easement; (b) the Easement shall run with and burden the title to the Property in perpetuity, and shall bind Grantor and all of the agents, heirs, devisees, administrators, employees, personal representatives, lessees, and assigns of Grantor, including all future Grantors, tenants, and occupants of the Property, for the benefit of Grantee and the successors and assigns of Grantee as Grantee; and (c) the Easement shall confine the use of the Property to such activities as are: (1) explicitly permitted under the terms of this Easement; or (2) consistent with the Easement Purposes and not prohibited under the terms of this Easement. Due to the conservation purposes of the Easement, it is the intent of Grantor and Grantee that, if and when any Grantee acquires fee title to all or any portion of the Property such fee title shall not merge (whether by operation of law or otherwise) with any of the Easement

rights granted under this Easement, and the Easement shall remain in full force and effect as to all portions of the Property, until and unless judicially terminated (and then, only to the extent so terminated) in an instrument or judgment which is recorded in the official records of the county where the Property is located.

15. **Subsequent Transfers by Grantor.** The terms, conditions, restrictions, and purposes of this Easement, or a clear reference thereto, will be inserted in any subsequent deed, lease, or other legal instrument by which a Grantor conveys or otherwise transfers fee simple title to the Property, or any leasehold, possessory, or other interest in the Property; and Grantor shall: (i) notify Grantee of any such transfer at least thirty (30) days in advance of its occurrence; and (ii) provide a true and complete copy of this Easement, as recorded, to each transferee of any interest in the Property. No failure by a Grantor to include such language, make such references, give such notice, and/or provide such copies shall, however, affect to any extent the enforceability of this Easement. In addition, if Grantee has previously given or subsequently gives Grantor written notice of any public or private funding sources which have cooperated with Grantee in the acquisition and/or maintenance of the Easement (in each case, a “**Funding Agency**”) which require such notice as well, then Grantor shall give notice of the transfer to each such Funding Agency by the same deadline, at the address for such purposes which is supplied by Grantee.

16. **Additional Instruments.** Grantee is authorized to record or file from time to time any and all notices or instruments which may be appropriate to ensuring the perpetual enforceability of this Easement and the Easement, including (but not limited to) re-recording this Easement, or a copy thereof, for such purpose, and Grantor shall execute, acknowledge, and/or deliver (as applicable) any and all such notices or instruments upon reasonable request from Grantee to do so.

17. **Interpretation.** It is the intent of this Easement and the Easement to further the Easement Purposes, and Grantor and Grantee therefore acknowledge and agree as follows concerning the interpretation of this Easement and the terms of the Easement:

17.1. **Easement Shall Be Construed Liberally.** The provisions of this Easement shall be construed liberally, in order to effectuate the Easement Purposes, while allowing Grantor to use and enjoy the Property, subject to the terms of this Easement. Liberal construction is expressly required for purposes of effectuating the Easement in perpetuity, notwithstanding economic or other hardship or any change in circumstances of any kind. If any provision in this Easement is found to be ambiguous, an interpretation consistent with the Easement Purposes that would render the provision valid shall be favored over any interpretation that would render it invalid.

17.2. **Severability.** If any provision of this Easement, or the application thereof to any person(s) or circumstance(s), shall to any extent be held to be invalid, illegal, or

unenforceable in any respect by any court of competent jurisdiction whose ruling has become final: (i) neither the remainder of this Easement, nor the application of such provision to any person(s) or circumstance(s), other than those as to whom or which it is held to be invalid or unenforceable, shall be affected thereby; (ii) this Easement shall be construed as though such invalid, illegal or unenforceable provision had never been contained in this Easement; and (iii) every remaining provision of this Easement shall be valid and enforceable to the fullest extent permitted by the Applicable Laws.

17.3. Ambiguities Not Construed Against Drafter. The parties acknowledge that each Party and its counsel have reviewed, revised (where it was deemed appropriate), and approved this Easement, and that no rule of construction that ambiguities are to be resolved against the drafting Party shall be employed in the interpretation of this Easement.

17.4. Most Restrictive Provision Shall Apply. In the event of any conflict between the provisions of this Easement and the provisions of any use or zoning restrictions of the State of California, the county in which the Property is located, or any other governmental entity with jurisdiction over the Property, the most restrictive provision against development or commercial use shall apply.

17.5. Complete Agreement. The terms of this Easement are intended by the parties hereto as a final expression of their agreement with respect to the subject matter hereof, and may not be contradicted by evidence of any prior or contemporaneous agreement. The parties further intend that this Easement constitute the complete and exclusive statement of its terms, and that no extrinsic evidence of any kind which contradicts the terms of this Easement may be introduced in any proceedings (judicial or otherwise) involving this Easement, except for evidence of a subsequent written amendment to this Easement which is made in the manner required herein.

17.6. Pronouns and/or Headings, Captions, Table of Contents. In this Easement, personal pronouns shall be construed as though of the gender and number required by the context, the singular including the plural, the plural including the singular, and each gender including other genders, all as may be required by the context. Wherever in this Easement the term "and/or" is used, it shall mean: "one or the other, both, any one or more, or all" of the things, events, persons or parties in connection with which the term is used. The headings and captions of the paragraphs of this Easement, and table of contents and/or index if included, are for convenience and reference only and in no way define, describe or limit the scope or intent of this Conservation Easement or any of the provisions hereof.

17.7. Recitals and Exhibits Incorporated Herein. Any and all recitals in this Easement are agreed by the parties to be accurate, are incorporated into this Easement by this reference, and shall constitute an integral part of this Easement, and this Easement shall be construed in light of those recitals. Any and all exhibits, Exhibits, and addenda attached to and

referred to in this Easement are hereby incorporated into this Easement as if fully set out in their entirety herein.

17.8. Remedies and Defenses. No remedy or election given by any provision in this Easement shall be deemed exclusive unless so indicated, and each such remedy or election shall, wherever possible, be cumulative with all other remedies at law or in equity. In addition, the parties waive with respect to this Conservation Easement any defense of laches, estoppel, prescription, or changed circumstances and agree that no statute of limitations shall start to run and no estoppel or similar defense shall arise against any action brought to enforce or interpret this Easement, unless and until the Party against whom such statute is raised is actually aware of a violation or is aware of a dispute regarding the interpretation of the provisions of the Easement.

17.9. Grantee and Grantor. The terms "Grantee" and "Grantor", wherever used in this Easement, and any pronouns used in place thereof, shall mean and include, respectively: (i) Grantee as the original Grantee, and the personal representatives, heirs, devisees, successors, and assigns of Grantee as Grantee, as their interests may appear, jointly and severally; and (ii) Grantor as the original Grantor of the Property, and the personal representatives, heirs, devisees, successors, and assigns of Grantor as Grantor of the Property (or the applicable portion thereof, should ownership become divided in the future), as their interests may appear, jointly and severally.

17.10. Individual Grantor Liability. Each of the business, corporate or non-profit entities making up Grantor, if applicable, shall be jointly and severally liable for the obligations of Grantor under this Easement and with respect to the Easement. Provided, however, that under no circumstances shall any employee or volunteer of Grantor be liable for any of the obligations of Grantor under this Easement for acts carried out in the course and scope of their agency.

17.11. Counterparts. This Conservation Easement may be executed in multiple counterparts, and each executed counterpart of this Easement shall be deemed an original for all purposes, despite the fact that not all of the parties are signatories to the same counterpart. In the event of a conflict between counterparts, the recorded Easement will control. The parties hereto shall execute such additional documents as may be reasonable and necessary to carry out the provisions of this Easement.

17.12. Governing Law and Venue. This Conservation Easement shall be construed in accordance with the laws of the State of California, with venue in Placer and Nevada Counties.

17.13. No Promises Regarding Taxation. The parties hereto agree that neither party has provided the other party with any advice, information or guidance, or has made any

representations or warranties of any sort (collectively “Promises”), regarding taxation issues of any kind, including local, state and federal taxation issues and also agree that neither party has made any Promises regarding tax related outcomes of the subject matter of this Easement. The parties hereto additionally agree that neither party has made any Promises that any donation, partial donation, bargain sale or sale related to this Easement and/or to the Property will qualify either party to receive favorable tax treatment of any kind, including, without limitation, the ability to take legal tax deductions under local, state or federal law or the ability to pay reduced property taxes. The parties hereto further agree that neither party has made any Promises that any donation, partial donation, bargain sale or sale related to this Easement and/or to the Property will qualify either party to receive development, density, mitigation, pollution, carbon sequestration, carbon sink or any other form of credits which would apply to the Property and/or to any and all other properties, lands or projects.

17.14. No Representations Regarding Fitness for Use or Compliance with Laws. The parties hereto agree that neither party has made any representations or warranties to the other party regarding fitness for use of either the underlying property or the Easement. The parties hereto additionally agree that neither party has made any representations or warranties to the other party that any uses, permissions, grants of rights or prohibitions contained in this Easement can, could, or will comply with any local state or federal laws land use or environmental laws, whether constitutional, statutory, regulatory, administrative or judicial, including, without limitation, any zoning or other land use laws.

17.15. No Waiver of Rights. Time is of the essence in the performance of each of the obligations of the parties under this Easement, but no failure of a party to this Easement to insist upon the timely performance of any obligation by another party shall constitute a waiver of the right to require timely performance of such obligation, or act as a waiver of the right to require the performance of any other obligation of such party (or any other party).

17.16. Due Dates on Weekends and Holidays. If the due date for performance of any action or obligation or for providing any notice under this Easement falls on a Saturday, Sunday or federal or legal holiday of the state wherein this Easement is effective, the due date shall instead be the immediately following date that is not a Saturday, Sunday or federal or applicable state legal holiday.

18. Statements as to Violations. Upon request by Grantor from time to time, which shall not be made more often than once per calendar year, Grantee shall, in each case no later than thirty (30) days after being given notice of Grantor’s request therefor, execute and deliver to Grantor a statement, in form and content reasonably acceptable to Grantee, stating that, to the best of the actual knowledge of Grantee at the time of the execution of such statement, without any investigation obligation on the part of Grantee for such purposes, Grantee is not then aware of any violation of the terms of this Easement by Grantor (or stating such violations, if any, as may happen to be then known to Grantee). No such statement shall, however, act to estop or

prevent Grantee, or any subsequent holder of the Easement, from enforcing the terms of this Easement, or be interpreted or operate to any extent or in any manner to modify the terms of this Easement or authorize (whether retroactively, prospectively, or otherwise) any activity in violation of the terms of this Easement.

19. **Valuation.** Grantor and Grantee agree that the Easement gives rise to a property right, immediately vested in Grantee upon recordation of this Easement. It is acknowledged by the parties that the purposes of establishing the value of this property right and enforcing the rights of Grantee with respect thereto is to prevent a private windfall to Grantor and to protect the public investment which is involved in the donation and/or purchase of the Easement. That being the case, the parties stipulate that, for purposes of this Easement, the value of the Easement shall be calculated as follows:

19.1. **Fair Market Value of Easement on Recordation Date.** The fair market value of the Easement on the date of recordation of this Easement (the "**Original Easement Value**") is equal to: (1) the fair market value of the Property, unencumbered by the Easement (the "**Original Property Value**"), less (2) the fair market value of the Property as encumbered by the Easement.

19.2. **Future Fair Market Value of Easement.** If this Easement is extinguished or terminated in whole or in part, which may only be accomplished only by a judicial proceeding or a sale in lieu of condemnation approved in writing by Grantee, Grantee is entitled to a portion of any proceeds of a subsequent, sale, exchange, or involuntary conversion of the unencumbered property or any part thereof, in an amount that is equal to the fair market value of the Easement at the time of the extinguishment or termination as determined by a qualified appraiser but that is not less than an amount equal to the proportionate share of such proceeds that the value that this Easement bears to the value of the Protected Property as a whole at the time of this grant of Conservation Easement between the original parties.

20. **Condemnation.** If all or part of the Property is taken by the exercise of the power of eminent domain by public, corporate, or other authority so as to abrogate the restrictions imposed by this Easement, Grantor and Grantee shall cooperate in appropriate action(s) at the time of such taking to recover the full value of the taking and all incidental or direct damages resulting from the taking, it being expressly agreed that the Easement constitutes a compensable property right. The reasonable expenses of each Party incurred in connection with such action(s) shall first be deducted from the total proceeds, and the remaining proceeds shall be divided consistent with the provisions of this Easement, based on the respective values of the interests of Grantor and Grantee, calculated in accordance with the valuation provisions set out above in this Easement.

21. **Assignment.** Grantee shall have the right to transfer or assign its rights under this Easement and with respect to the Easement to any governmental or non-governmental entity

which is qualified under applicable law to hold conservation easements and which agrees to enforce the terms of this Easement.

22. **Amendment.** This Easement may not be modified, amended or otherwise changed in any manner, except by a written amendment executed by all of the parties hereto, or their successors in interest, it being understood that no Grantee or Grantor shall ever be obligated to negotiate or enter into any such amendment; and no discretionary approval which this Easement may allow to be made from time to time by a Party shall operate to modify any of the terms of this Easement to any extent or in any manner. If circumstances arise under which an amendment to this Easement would be appropriate, the then-current Grantee and then-current Grantor may jointly amend this Easement and the Easement; provided that no amendment shall be allowed that will affect the qualification of the Easement as a conservation easement under any Applicable Law, and any amendment shall enhance or be neutral with regard to the Easement Purposes. Any such amendment shall be in writing, shall refer to this Easement by reference to its recordation data, and shall be recorded in the official public records of the jurisdictions where the Property is located. If the Easement is then held by a Grantee other than the original Grantee, or the then-Grantor is other than the original Grantor, a reasonable effort shall be made by the then-Grantee and then-Grantor to give the original Grantee and the original Grantor (if then still in existence) written notice of such proposed amendment, and the original Grantee and the original Grantor shall each have the right to prevent any amendment of this Easement which does or would violate the foregoing amendment requirements. Provided, however, that this Easement may be unilaterally amended by Grantee to correct typographical errors and/or omissions whenever such errors and omissions are non-substantive and bear no effect on the interpretation of this Easement. If such an amendment is made, the other party or parties agree to execute and, where applicable record, the amended document.

23. **Judicial Extinguishment.** The Easement may not be extinguished, unless a later unexpected change in the conditions surrounding the Property means that it is impossible for it to serve any of the Conservation Purposes at all, and in any event such extinguishment may only be accomplished by appropriate judicial proceedings.

23.1. **Economic Hardship Not Grounds for Termination.** In making this grant deed of Conservation Easement, Grantor has considered the possibility that uses prohibited by the terms of this Easement may become more economically valuable than permitted uses, and that neighboring properties may in the future be put entirely to such prohibited uses. It is the intent of both Grantor and Grantee that any such changes shall not be deemed circumstances justifying the termination, extinguishment or modification of this Easement pursuant to this **Paragraph 23** or pursuant to any other provisions in this Easement. The inability of Grantor, or Grantor's heirs, successors or assigns, to conduct or implement any of the uses permitted under the terms of this Easement, or the unprofitability of doing so, shall also not impair the validity of this Easement or be considered grounds for its termination, extinguishment or modification. Further, Grantor and Grantee agree that any economic hardship suffered by Grantor as a result of

the terms of this Easement shall also not impair the validity of this Easement or be considered grounds for its termination, extinguishment or modification.

23.2. Global Climate Changes Not Grounds for Termination. Grantor and Grantee both understand that climate and weather changes caused by global warming may have already begun. Grantor and Grantee further understand that global warming caused climate changes may affect the Property in a number ways. The following non-exhaustive list of such potential changes includes: (a) warmer or colder seasonal temperatures; (b) changes in annual precipitation; (c) severe weather events causing erosion, flooding and damages to ecosystems; (d) phenological changes to species or species groups; (e) losses of plant, animal and insect species due to migration or extirpation; (f) losses of ecosystems, including reductions in biodiversity; (g) increases in so-called "invasive" species, including plant, animal and insect species. Grantor and Grantee agree that the occurrence of any global warming or climate change caused impacts to the property will not impair the validity of this Easement or be considered grounds for its termination or extinguishment. Grantor and Grantee further agree that any economic hardship suffered by Grantor as a result of any global warming or climate change caused events shall also not impair the validity of this Easement or be considered grounds for its termination, extinguishment or modification.

23.3. Notice to Original Parties of Easement Termination. If, at the time of any proposed extinguishment, the Easement is then held by a Grantee other than the original Grantee, or the then-Grantor is other than the original Grantor, a reasonable effort shall be made by the then-Grantee and then-Grantor to give the original Grantee and the original Grantor (if then still in existence) written notice of such proposed extinguishment, and the original Grantee and the original Grantor shall each have the right to prevent such extinguishment, which shall include (at a minimum) the right to be heard by the court considering the approval of the extinguishment.

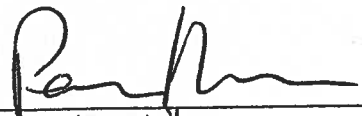
23.4. Grantee's Entitlement to Proceeds. In addition, no such extinguishment shall affect the value of Grantee's interest in the Property, and if the Property, or any interest therein, is sold, exchanged, or taken by the power of eminent domain after such extinguishment, Grantee will be entitled to receive its pro-rata share (calculated in accordance with the valuation provisions set out above in this Easement) of the proceeds of such sale, exchange, or taking, but shall apply such proceeds in a manner consistent with the Conservation Purposes, or for the protection of a "relatively natural habitat of fish, wildlife, or plants or similar ecosystems," as that phrase is used in IRC Section 170(h)(4)(A)(ii).

In witness whereof, the parties have executed this Easement, effective as of the date first above written.

Grantor:

Truckee Donner Land Trust,
a California non-profit corporation.

By:


(signature)

Print Name:

Perry Norris


Title:

Executive Director

Grantee:

Truckee Tahoe Airport District, an Airport
District organized and existing pursuant to
California Utilities Code Sections 22001 *et*
seq.

By:


(signature)

Print Name:

KATHLEEN EAGAN

Title:

PRESIDENT

ACKNOWLEDGMENT

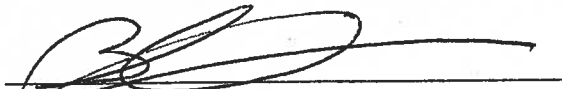
State of California)
County of Nevada)

ss.

On 4-20-11 before me, Bonnie Dyer, Notary Public, personally appeared Perry Norris, 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.


Notary Public

Seal:



Attention Notary: The information requested below is optional, but could prevent fraudulent attachment of this certificate to unauthorized documents.

Signer purports to represent:

Capacity Claimed by Signer(s):

- Individual(s)
- Corporate Officer(s)
- Title(s): _____
- Partner(s)
- Attorney(s)-In-Fact
- Trustee(s)
- Subscribing Witness
- Guardian/Conservator
- Other: _____

This certificate must be attached to the document described below:

Title or Type of Document: _____

Date of Document: _____

of pages: _____

Parties other than those whose signature(s) is/are notarized here:


ACKNOWLEDGMENT

State of California)
County of Nevada) ss.

On 4-20-11 before me, Bonnie Dyer, Notary Public, personally appeared Rathleen Eagan, 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.


Notary Public

Seal:



Attention Notary: The information requested below is optional, but could prevent fraudulent attachment of this certificate to unauthorized documents.

Signer purports to represent:

Capacity Claimed by Signer(s):

- Individual(s)
- Corporate Officer(s)
- Title(s): _____
- Partner(s)
- Attorney(s)-In-Fact
- Trustee(s)
- Subscribing Witness
- Guardian/Conservator
- Other: _____

This certificate must be attached to the document described below:

Title or Type of Document: _____

Date of Document: _____

of pages: _____

Parties other than those whose signature(s) is/are notarized here:

Schedule A

LEGAL DESCRIPTION

[Schedule Appears on the Following Page]

SCHEDULE A

LEGAL DESCRIPTION

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF PLACER, UNINCORPORATED AREA, AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:

THAT PORTION OF THE WEST ONE HALF OF THE WEST ONE HALF OF SECTION 2 AND THE NORTHEAST ONE QUARTER OF SECTION 29, TOWNSHIP 17 NORTH, RANGE 17 EAST, M.D.B.& M., INCLUDED WITHIN THE LAND SHOWN AND DESIGNATED AS PARCEL B OF PARCEL MAP NO. 73741 FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF PLACER COUNTY, CALIFORNIA ON AUGUST 26, 1980 IN BOOK 17 OF PARCEL MAPS, AT PAGE 22, PLACER COUNTY RECORDS.

APN: 110-030-040

PARCEL TWO:

THAT PORTION OF THE WEST ONE HALF OF THE WEST ONE HALF OF SECTION 2 AND THE NORTHEAST ONE QUARTER OF SECTION 29, TOWNSHIP 17 NORTH, RANGE 17 EAST, M.D.B.& M., INCLUDED WITHIN THE LAND SHOWN AND DESIGNATED AS PARCEL C OF PARCEL MAP NO. 73741 FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF PLACER COUNTY, CALIFORNIA ON AUGUST 26, 1980 IN BOOK 17 OF PARCEL MAPS, AT PAGE 22, PLACER COUNTY RECORDS.

APN: 110-030-041

PARCEL THREE:

THAT PORTION OF THE WEST ONE HALF OF THE WEST ONE HALF OF SECTION 2 AND THE NORTHEAST ONE QUARTER OF SECTION 29, TOWNSHIP 17 NORTH, RANGE 17 EAST, M.D.B.& M., INCLUDED WITHIN THE LAND SHOWN AND DESIGNATED AS PARCEL D OF PARCEL MAP NO. 73741 FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF PLACER COUNTY, CALIFORNIA ON AUGUST 26, 1980 IN BOOK 17 OF PARCEL MAPS, AT PAGE 22, PLACER COUNTY RECORDS.

APN: 110-030-042

Exhibit 1

SPECIFIC RIGHTS AND OBLIGATIONS OF GRANTEE

[Exhibit(s) Appear on the Following Page(s)]

SPECIFIC RIGHTS AND OBLIGATIONS OF GRANTEE

The non-exhaustive list of Grantee's rights set forth in this Exhibit 1 details specific rights of Grantee that Grantee possesses in addition to Grantee's rights as stated elsewhere in this Easement. The rights set forth in this Exhibit 1 are also intended to provide guidance in determining Grantee's rights to protect and enhance the Conservation Purposes:

1. **Protection.** To ensure that the Property will only be used in a manner consistent with this Conservation Easement in perpetuity. In furtherance of this right of protection, and except as expressly set forth in Exhibit 2, Grantee may prevent or enjoin any activity on, or use of, the property and area subject to this Conservation Easement that in Grantee's sole determination and discretion is deemed to be inconsistent with the purposes or terms of this Conservation Easement, and may engage in the restoration of such areas or features of the property and area subject to this Conservation Easement that may be damaged by any such inconsistent activity or use.

2. **Access.** To enter the Property at any and all times as are necessary in order to inspect the Property and to enforce the provisions of this Conservation Easement or to access Grantee's other real property, whether or not contiguous with the Property. Such entry shall not require prior written notice to Grantor.

3. **Grantee Under No Obligation Regarding Maintenance of Conservation Values.** Grantee shall be under no obligation to maintain the Conservation Values or natural condition of the Property, or any portion thereof.

4. **Successor's Rights and Obligations.** Any successor to Grantee's rights and/or obligations under this Conservation Easement shall fully assume and be responsible for such rights and obligations and Grantee will thereby be fully relieved from such rights and/or obligations which shall be deemed fully discharged with regard to Grantee.

5. **Aviation Easement.** The easement applies to the Airspace above an imaginary plane over the real property. The plane is described as follows:

The easement applies to the Airspace located two hundred feet (200') or more above the natural ground level of the Property as depicted in the legal description referenced in this Conservation Easement, the intent being that the easement area will begin at two hundred feet (200') above said natural ground level at each point and continue upwards without limit.

The aforesaid easement and right of way includes, but is not limited to:

A. For the use and benefit of the public, the easement and continuing right to fly, or cause or permit the flight by any and all persons, or any aircraft, of any and all kinds now or hereafter known, in, through, across, or about any portion of the Airspace herein above

described; and

B. The easement and right to cause or create, or permit or allow to be caused and created within all space above the existing surface of the hereinabove described real property and any and all Airspace laterally adjacent to said real property, such noise, vibration, currents and other effects of air illumination and fuel consumption as may be inherent in, or may arise or occur from or during the operation of aircraft and any and all kinds, now or hereafter known or used, for navigation of or flight in air; and

C. A continuing right to clear and keep clear from the Airspace any portions of buildings, structures or improvements of any kind, and of trees or other objects, including the right to remove or demolish those portions of such buildings, structures, improvements, trees, or other things which extend into or above said Airspace, and the right to cut to the ground level and remove, any trees which extend into or above the Airspace. The restrictions and rights herein regarding buildings, structures, and improvements shall not be deemed consent or permission to construct or erect any such buildings, structures, or improvements that is otherwise in conflict with or otherwise inconsistent with the specified terms or general intent of this Easement; and

D. The right to mark and light, or cause or require to be marked and lighted, as obstructions to air navigation, any and all buildings, structures, or other improvements, and trees or other objects, which extend into or above the Airspace; and

E. The right of ingress to, passage within, and egress from the hereinabove described real property, for the purposes expressly described in this Exhibit 1.

The easements and rights-of-way herein reserved shall be deemed both appurtenant to and for the direct benefit of that real property which constitutes the Truckee Tahoe Airport, in the Counties of Placer and Nevada, State of California. Grantee may at its sole and absolute discretion utilize and extend its rights to the airspace above the Property pursuant to this Exhibit 1 to allow any and all members of the general public to use said airspace for purposes of landing at, taking off from or operating such aircraft in or about the Truckee Tahoe Airport, or in otherwise flying through said Airspace.

6. **Right of Vehicular Traffic.** The right to operate motorized vehicles on the Property for the purposes described in this Exhibit 1. Except in the case of an emergency, such as, but not limited to, responding to wildland fires or off-airport landings by aircraft, Grantee shall use all reasonable efforts to keep the vehicles on existing or future roadways (as may be permitted in this Conservation Easement).

Exhibit 2

SPECIFIC RIGHTS AND OBLIGATIONS OF GRANTOR

[Exhibit(s) Appear on the Following Page(s)]

SPECIFIC RIGHTS AND OBLIGATIONS OF GRANTOR

This non-exhaustive list of Grantor's rights set forth in this Exhibit 2 details specific rights of Grantor that Grantor reserves in addition to specific rights as stated elsewhere in this Easement. The rights reserved in this Exhibit 2 are also intended to provide guidance in determining Grantor's continued rights in their use and ownership of the real property affected by this Conservation Easement:

1. **Timber Management.** No commercial timber harvest shall be permitted on the Property. Provided, however, if there is damage from the Western Pine Beetle or other insect or disease infestation, or damage from wildfire or blow down, Grantor may undertake salvage timber cutting on an urgency basis. In addition, Grantor may undertake timber thinning on an urgency or forest health basis if such thinning is necessary to prevent fire danger, danger to public health and safety or danger to property.

2. **Prescribed Burning.** Prescribed burning is allowed as a tool for the management of the Property; provided that such practice, including, but not limited to, the amount, frequency, and manner of application, will be in accordance with all Applicable Laws, rules, and regulations.

3. **Roadways.** Grantor shall have the right, but not the obligation, to maintain roads that exist on the real property at the time of granting this Conservation Easement. Grantor shall further have the right, but not the obligation, to construct and maintain new roads on the real property, as set forth in Section 3.8 of this Conservation Easement.

4. **Grantor's Rights to Construct Trails and Public Amenities.**

4.1. **Right to Construct Trails.** Grantor shall have the right, but not the obligation, to construct and maintain, or have constructed and maintained, one or more trails on the Property (the "Trails"). Such Trails shall not be in conflict with the Conservation Values of this Conservation Easement, but otherwise may be for any purpose deemed appropriate by Grantor in Grantor's sole and absolute discretion and may also include tracks for Nordic skiing. It is understood and agreed by Grantor and Grantee that site constraints may require alterations to topography and vegetation on or near the Trails. It is further understood and agreed that such site constraints may require additional Trail amenities and features including without limitation turns, switchbacks, bridges, culverts and/or run-off diverters. Trail dimensions, e.g., width, and surfacing shall be at Grantor's sole and absolute discretion.

4.2. **Construction of Trails.** Grantor retains the right to temporarily restrict or prohibit public access to any Trails on the Property. Grantor also reserves the right to select the Town of Truckee, the Truckee Trails Foundation, the Truckee-Donner Parks and Recreation Department and/or any other governmental or private non-profit entity to build the Trails in accordance with the terms and restrictions of this Conservation Easement. To accomplish the

construction of the Trails, it is anticipated that Grantor may solicit the assistance of the Town of Truckee, the Truckee Trails Foundation, the Truckee-Donner Parks and Recreation Department, and/or any other appropriate governmental and private non-profit entities.

4.3. Public Amenities. Grantor retains the right, but not the obligation, as Grantor may deem beneficial, to construct or have constructed, the following: (a) trailhead parking areas utilizing impervious surfaces; (b) picnic tables and related amenities; (c) signage and information kiosks; (d) restroom facilities and a storage shed or sheds, not to exceed 1,000 square feet in total area. Grantor also reserves the right to select the Town of Truckee, the Truckee Trails Foundation, the Truckee-Donner Parks and Recreation Department and/or any other governmental or private non-profit entity to construct the amenities referenced herein in accordance with the terms and restrictions of this Easement.

4.4. Insurance Coverage. Prior to commencement of any such construction, Grantor shall obtain, or cause the constructing entity or its contractor to obtain, liability insurance in the minimum amount of \$1,000,000 per occurrence, subject to a \$2,000,000 annual limit, and workers compensation insurance in the statutorily required amount, which insurance shall name Grantee as an additional insured thereunder. Grantor shall provide a written certificate of such insurance to Grantee prior to commencement of Trail construction work. If construction of Trails is undertaken by Grantor and volunteer labor is used, as well as obtaining the required liability insurance and naming Grantee as an additional insured, Grantor shall secure executed liability waivers from all volunteers working to construct the Trails. Regardless of the entity undertaking construction of the Trails and regardless of the manner of construction, any portion of the Trails currently under construction or repair shall be closed to the public. All of the foregoing insurance and liability waiver requirements in this **Subparagraph 4.4** shall continue to apply beyond the construction phase of the Trails and shall apply to Grantor and/or Grantor's successor during the ongoing maintenance, management and operation of the Trails. Regarding the insurance limits specified above, they shall be reviewed on a regular basis and increased as appropriate based upon the then commercially reasonable rates for insurance.

4.5. Closure of Trails. Should Grantor, at Grantor's sole and absolute discretion, at any time during the construction, maintenance, management and continued operation of the Trails find it economically infeasible or otherwise unduly burdensome to comply with any of the insurance and/or risk management requirements of this **Paragraph 4** and included subparagraphs, or of any other portion of this Easement, including without limitation the insurance requirements, Grantor shall notify Grantee at least 30 days prior to any election to replace its maintenance of the insurance and/or risk management requirements, and, at Grantee's election, the Trails shall be closed to the public until such time as an insurance and/or risk management mechanism agreed upon in writing by the parties is achieved.

4.6. Maintenance of Trails. Once the Trails are constructed, as provided in this **Paragraph 4**, Grantor shall determine and recruit a private sector for-profit or non-profit entity to be responsible for the eventual maintenance and management of the Trails and for

enforcement of the terms of this Conservation Easement relating to the public's use of the Trails. In the event that Grantor does not select and secure a private sector entity to maintain and manage the Trails, Grantor may select a governmental entity to maintain and manage the Trails and to enforce the terms of this Conservation Easement relating to the public's use of the Trails, subject to Grantee's reasonable approval. Under no circumstances shall Grantor be responsible for any costs, expenses, fees or charges for maintenance and management of the Trails not constructed by or on behalf of Grantor and/or enforcement of the Terms of this Conservation Easement relating to the public's use of the Trails.

4.7 Failure to Maintain Trails. Grantor, or Grantor's successor, agent, assignee, employee or collaborator, shall be solely responsible for clean-up and maintenance of the Trails, provided Grantee shall cooperate therewith, so long as such cooperation is at no cost to Grantee. With regard to said maintenance of the Trails, Grantor may cause such maintenance to be performed by volunteers and Grantee shall cooperate with Grantor to solicit and obtain volunteers in connection therewith. With regard to such use of volunteer labor, Grantee and Grantor shall secure executed liability waivers from their respective volunteers working to construct, maintain and/or clean-up the Trails.

4.8 Right to Construct Kiosks. Grantor shall have the right, but not the obligation, to construct near or on any trailheads a kiosk or kiosks and/or some form of permanent monument thanking donors to the acquisition of the Property, providing a map, park rules and similar amenities for the public.

5. Signs and Monuments. Grantor may erect signs or other monuments and markers at any entrance to the real property or trailhead identifying Grantor as the Owner of the Property and individuals associated with Grantor that were involved with Grantor's acquisition of the real property and the creation of this Conservation Easement. Said signs shall also identify Grantee and other entities or individuals involved with Grantee's acquisition of this Conservation Easement. No sign shall have a surface area greater than four feet (4') by eight feet (8').

6. General Grant of Access to Public; Description of Access.

6.1. Grant of Access. Subject to the remaining paragraphs of this Exhibit 2 and to relevant portions of this Easement, in addition to the general public's rights and responsibilities specified herein regarding the Trails, the general public shall have the qualified right to access any other portion of the Property expressly designated by Grantor for hiking, biking (including mountain biking) and other passive, non-motorized activities allowed by this Easement.

6.2. Rules, Regulations, and Guidelines. Provided, however, that such right of access shall be subject to the terms of this Easement and to any rules, regulations, guidelines and prohibitions imposed by Grantor in Grantor's sole and absolute discretion.

6.3. Description of Public Access. Paragraph 6.1 notwithstanding, Grantor shall have the absolute discretion and right to limit or prohibit any and all public access to the Property, including the public's right to use the Trails, where such prohibition is necessary for the following non-exhaustive list: to protect public health and safety in emergency circumstances (e.g., extreme fire hazard, airplane crash); to allow restoration and remedial action; to protect ecological values; to prevent nuisance; to prevent congestion; and to prevent harm to the Conservation Values or Conservation Purposes. Such right of prohibition of public access may be exercised once or repeatedly and at any time and for any length of time, all at Grantor's sole and absolute discretion. Provided, however, that Grantor is not obligated to exercise its right to prohibit public access nor is Grantor obligated to monitor the Property for unsafe conditions or to correct unsafe conditions.

7. **THIS SECTION DELETED BY AGREEMENT OF THE PARTIES.**

8. Guidelines to Public Access. Grantor shall develop guidelines to allow qualified public access to the real property consistent with the Conservation Values of this Conservation Easement.

9. Right to Propose Additional Limitations. Grantee shall have the right to propose to Grantor any additional limitations with respect to public use of the Trails, as it deems necessary or appropriate. Adoption of such proposed limitations shall be at Grantor's sole and absolute discretion.

10. Trail Kept Free from Obstructions. Grantor shall use reasonable precautions to keep the Trails free from man-made obstructions placed on the Trails by Grantor.

11. On-Site Caretaker. If Grantor and Grantee agree in advance in writing, Grantor shall have the right to retain an on-site caretaker and to establish on the Property all improvements necessary for the caretaker to use a mobile home or camping trailer in which to live on the site. Such caretaker may live on the property continuously or for any duration specified by Grantor. Such caretaker will acquire no interest in the Property and Grantor shall have absolute discretion to require the caretaker to leave the Property, including the right to initiate legal proceedings against the caretaker.

12. Grantor and Grantee Immunities; No Public Standing. Nothing herein shall be construed to constitute a waiver by any of the parties hereto of any and all statutory immunities as may be provided by state and federal recreational use immunity statutes, including without limitation Cal. Gov't Code §§ 810 *et seq.* and §§ 830 *et seq.*, and by similar state and federal statutes providing immunity to encourage the public use of privately and/or publicly held lands. Further, Grantor and Grantee claim all the rights and immunities against liability for injury to the public to the fullest extent of the law under any and all applicable provisions of law. Notwithstanding any public use of the Trails and any insurance coverage thereof, neither the Grantor nor the Grantee assumes any obligation to the public to maintain any portion of the

Property or the Trails for public use. This Conservation Easement shall not be construed as an invitation or license to any individual or to the public to use the Trails and the enforcement of any requirements hereunder to allow public access shall be limited to Grantor and the assigns and successors thereto. Nothing herein should be construed to grant the public standing to bring an action at law or in equity hereunder against Grantor or Grantee.

13. **Grantor's Right to Carbon Offsets and Mitigation Credits.** Grantor shall have the right to create, market and retain the proceeds of carbon offset credits or any other form of credit associated with climate change, carbon sequestration, wetlands mitigation or any other form of mitigation of environmental harms.

Exhibit 3

PROHIBITED ACTIVITIES AND USES

[Exhibit(s) Appear on the Following Page(s)]

PROHIBITED ACTIVITIES AND USES

Though not an exhaustive list of prohibited uses, none of the uses described below may be made on any portion of the Property. The following are set forth both to list specific prohibited activities on the Property in addition to those in the body of the Easement and to provide guidance in determining whether or not other activities are inconsistent with the Conservation Purposes.

1. **No Subdivision, No Lot Creation, No Partitioning.** The legal or de facto division, subdivision, lot creation, parcel creation or partitioning of the Property in any manner is prohibited. Notwithstanding the fact that, as of the date of the Easement, the Property might be comprised of separate legal parcels, the terms and conditions of this Easement will apply to the Property as a whole, and the Property will not be sold, transferred, or otherwise conveyed except as a whole, intact, single piece of real estate; it being expressly agreed that neither Grantor nor the Grantor's personal representative, heirs, successors, or assigns will sell, transfer, or otherwise convey any portion of the Property that constitutes less than the entire Property. The existence of any separate legal lots, parcels, residential or commercial units of any sort, if any, as of the date of execution of this Easement will not be interpreted to permit any use or activity on an individual legal lot, parcel, residential or commercial unit that would not have been permitted on such individual legal lot, parcel, residential or commercial unit under the terms and conditions of this Easement as applied to the Property as a whole. Notwithstanding the remainder of this **Paragraph 1**, ownership of the Property may be held in the form of undivided interests as tenants in common, whether by choice or by operation of any Applicable Laws, but no owner of an undivided interest in the Property will have the right of exclusive occupancy or exclusive use of any separate portion of the Property, or any right to have the Property partitioned in kind, whether pursuant to California Code of Civil Procedure Section 872.210 *et seq.* or otherwise. There shall also be no granting of any easements, licenses or other rights to use the Property, or any part thereof, without first obtaining the approval of Grantee. Such approvals are not required for easements necessary for uses, activities and/or improvements expressly permitted by **Exhibit 1**.

2. **No Use of Development Rights on the Property; No Transfer of Development Rights Off the Property; No Construction of Buildings.** Except as expressly permitted by the terms of **Exhibit 1** and/or **Exhibit 2** of this Easement, the exercise of any development rights associated with the Property is prohibited, including, without limitation, the construction or placement of any residential, commercial, storage or any other buildings or structures of any nature. Specific examples of prohibited buildings or structures shall include, without limitation, any single family or multi-family dwellings, condominium units, time-share units, apartment units, golf courses, camping accommodations, boat ramps, bridges, mobile homes, house-trailers, permanent tent facilities, quonset huts or similar structures, underground tanks, or billboards, signs, or other advertising, and/or other structures or improvements, street lights, utility structures or lines, sewer systems or lines. Specific examples of prohibited buildings or structures shall further include any commercial buildings or structures, including, without

limitation, any hotels, motels, resorts, retail operations, fast food outlets, restaurants, or power generating structures. Provided, however, that pursuant to **Paragraph 3** of this **Exhibit 3** Grantee may sell, lease or transfer any carbon sequestration credits, water quality credits or any other credits and/or rights which will not result in the development or improvement of the Property and which are designed and intended to reduce global greenhouse emissions or otherwise result in net reductions of global pollution, global warming and/or global climate change.

3. **Development Rights Vested in Grantee.** All development rights that are now or hereafter allocated to, implied, reserved, or inherent in the Property are assigned, granted, deeded and/or otherwise transferred to and/or vested in and/or otherwise placed under the sole and absolute control and discretion of Grantee in perpetuity, and may not be used on or transferred to any portion of the Property as it now or hereafter may be bounded or described or to any other property adjacent or otherwise nor used for the purpose of calculating permissible lot yield of the Property or any other property; provided, however, that, with prior written permission of Grantee, this **Paragraph 3** will not preclude such transfer to Grantor of equivalent development rights resulting from the destruction or demolition of any new or existing residential buildings on the Property. Provided, further, that Grantee may sell, lease or transfer any carbon sequestration credits, water quality credits or any other credits and/or rights which will not result in the development or improvement of the Property and which are designed and intended to reduce global greenhouse emissions or otherwise result in net reductions of global pollution, global warming and/or global climate change.

4. **No Commercial Uses.** Except as expressly permitted by the terms of **Exhibit 1** and/or **Exhibit 2** of this Easement, establishment of any commercial or industrial uses on the Property is prohibited. Examples of prohibited commercial or industrial uses include, but are not limited to: (i) ranching or farming operations of any sort or scale, including the establishment or maintenance of any commercial feedlots, which are defined as any open or enclosed area where domestic livestock are grouped together for intensive feeding purposes; (ii) the planting and cultivation of commercial orchards; (iii) the establishment or maintenance of any commercial greenhouses or plant nurseries; (iv) the establishment or maintenance of any commercial dairies; (v) the establishment or maintenance of any commercial bee hives; (vi) the establishment or maintenance of any commercial gravel mines; (vii) any commercial mining or mineral extraction of any sort; (viii) any commercial timber harvesting; (ix) the establishment or maintenance of commercial campgrounds or commercial picnic areas; (x) the establishment or maintenance of commercial rock collecting; (xi) the establishment or maintenance of commercial pet breeding, grooming or kenneling facilities; (xii) the establishment or maintenance of commercial resorts, motels, hotels, mobile home parks, shopping malls, strip malls, retail establishments, fast food operations or restaurants; (xiii) the establishment or maintenance of commercial wind farms; (xiv) the establishment or maintenance of commercial fish hatcheries or commercial aquaculture; and (xv) the establishment or maintenance of commercial billboards or advertising.

5. **No Dumping, Disposal or Storage of Miscellaneous Materials.** There shall be no dumping, other disposal or storage of non-compostable refuse, debris, trash, ashes, waste, sewer sludge, agrichemicals, herbicides, pesticides, dangerous, toxic, hazardous or unsightly materials on the Property. There shall be no storage or disassembly of inoperable automobiles, trucks or other vehicles or equipment for purposes of sale or rental of space for that purpose.

6. **No Leases.** Leasing the Property is prohibited.

7. **No Alteration of Natural Water Courses; No Degradation of Water Quality.** The manipulation or alteration of any natural water course, wetland, streambank, shoreline, vernal pool or body of water is prohibited. Activities or uses detrimental to water quality, including, but not limited to, degradation or pollution of any surface or subsurface waters, are prohibited.

8. **No Impairment of Water Rights.** Severance, conveyance, or encumbrance of water or water rights appurtenant to the Property, separately from the underlying title to the Property, or other action that diminishes or extinguishes such water rights is prohibited.

9. **No Roads.** Except as expressly permitted by the terms of this Easement, there shall be no construction, reconstruction or replacement of any paths or roadways, nor any other change in the general topography or grading of the Property. The creation or development of new paths, tracks, roads, roadways, trails or passage-ways for motorized vehicles of any type, including, without limitation, suburban utility vehicles, off-highway vehicles, off-road vehicles, all terrain vehicles, motorcycles, four-wheelers, three-wheelers, motorized watercraft, jet skis, snowmobiles and/or snow cats is prohibited even for non-commercial uses. The Grantor may maintain existing road in their current conditions.

10. **No Hunting.** There shall be no hunting, trapping, or fishing on the Property except for what is provided in **Exhibit 2.**

11. **No Motorized Vehicle Usage.** The use of any motorized vehicles, including, without limitation, suburban utility vehicles, off-highway vehicles, off-road vehicles, all terrain vehicles, motorcycles, four-wheelers, three-wheelers, motorized watercraft, jet skis, snowmobiles and/or snow cats is prohibited. Provided, however, that motorized vehicles may be used as necessary under the terms of **Exhibit 1** and/or **Exhibit 2** and for the normal maintenance and stewardship of the Property pursuant to this Easement. In no event shall any motorized vehicles, including, without limitation, suburban utility vehicles, off-highway vehicles, off-road vehicles, all terrain vehicles, motorcycles, four-wheelers, three-wheelers, motorized watercraft, jet skis, snowmobiles and/or snow cats be used off of officially designated roadways for recreational purposes.

12. **No Introduction of Non-Native Grasses, Plant, Animal Species or Exotics.** The introduction of any non-native plant species, non-native animal species and/or any other

non-native organism is prohibited. The intentional or reckless introduction of exotic plant or animal species that may in Grantee's determination threaten to diminish or impair the Conservation Values of this Easement is prohibited.

13. **No Junk Yards.** The storage or disassembly of inoperable aircraft, automobiles, machinery, equipment, trucks, and similar items for purposes of storage, sale, or rental of space for any such purpose is prohibited.

14. **No Destruction of Native Vegetation.** Except as expressly permitted by the terms of **Exhibit 1** and/or **Exhibit 2** of this Easement, the removal, cutting or destruction of native vegetation is prohibited.

15. **No Timber Harvesting.** Except as expressly permitted by the terms of **Exhibit 1** and/or **Exhibit 2** of this Easement, the taking or harvesting of timber, standing or downed, on the Property is prohibited.

16. **Extraction Restrictions.** The following provisions shall apply to any exploration for or extraction of minerals, hydrocarbons, soils, sands, gravel, rock, geothermal resources or any other material on or below the surface of the Property:

16.1. Grantor shall not conduct or permit any surface mining on the Property whatsoever. Except for soils, sands, and other material as appropriate for the conduct of the habitat conservation and other activities explicitly permitted under this Easement, Grantor shall not enter upon or use, or permit entry or use of, the surface of the Property or any part thereof, or the subsurface to a depth of five hundred feet (500'), for the exploration for or extraction of minerals, oil, gas, hydrocarbons, soils, sands, gravel, rock, geothermal resources or any other material on or below the surface of the Property, except as herein specifically provided. Further, Grantor shall not conduct or permit any sub-surface access to the Property from adjacent properties for the exploration or extraction of minerals, oil, gas, hydrocarbons, soils, sands, gravel, rock, geothermal resources or any other material on or below the surface of the Property, except as herein specifically provided.

16.2. Grantor shall not enter into any lease for the purposes of exploring for or extracting or removing any oil, gas, hydrocarbon substances, geothermal resources or other minerals from the Property. Grantor agrees to deliver, in form and content satisfactory to Grantee and concurrent with execution and delivery of this Easement, written agreements to be bound by the terms of this Easement executed by all holders of any existing ownership or rights to explore for or develop the minerals, hydrocarbons, soils, sands, gravel or rock or any other material on or below the surface of the Property.

16.3. Grantor shall not pollute or interfere with the surface or subsurface water in or under the Property.

16.4. Grantor shall give Grantee written notice pursuant to terms of this Easement at least forty-five (45) days prior to commencement of any operations by Grantor, Grantor's oil and gas lessees or by others on the Property, describing the proposed location and nature of such operations.

17. **Inconsistent or Adverse Actions**. Any action or practice that in Grantee's sole determination and discretion is or becomes inconsistent with the Conservation Purposes or that diminishes or impairs the Conservation Values is strictly prohibited. There shall be no change, disturbance, alteration or impairment of the Conservation Values of the Property, except as may occur pursuant to the uses of the Property which are expressly permitted under this Easement.

EXHIBIT B

LEGAL DESCRIPTION

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF PLACER, UNINCORPORATED AREA, AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:

THAT PORTION OF THE WEST ONE HALF OF THE WEST ONE HALF OF SECTION 2 AND THE NORTHEAST ONE QUARTER OF SECTION 29, TOWNSHIP 17 NORTH, RANGE 17 EAST, M.D.B. & M., INCLUDED WITHIN THE LAND SHOWN AND DESIGNATED AS PARCEL B OF PARCEL MAP NO. 73741 FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF PLACER COUNTY, CALIFORNIA ON AUGUST 26, 1980 IN BOOK 17 OF PARCEL MAPS, AT PAGE 22, PLACER COUNTY RECORDS.

APN: 110-030-040

PARCEL TWO:

THAT PORTION OF THE WEST ONE HALF OF THE WEST ONE HALF OF SECTION 2 AND THE NORTHEAST ONE QUARTER OF SECTION 29, TOWNSHIP 17 NORTH, RANGE 17 EAST, M.D.B. & M., INCLUDED WITHIN THE LAND SHOWN AND DESIGNATED AS PARCEL C OF PARCEL MAP NO. 73741 FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF PLACER COUNTY, CALIFORNIA ON AUGUST 26, 1980 IN BOOK 17 OF PARCEL MAPS, AT PAGE 22, PLACER COUNTY RECORDS.

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APN: 110-030-042

Appendix C. Database Search Results

Results of CNDDDB Query for Fish and Wildlife Records near the TTAD Open Space Lands

Scientific Name	Common Name	Quad Name	Presence
<i>Lepus americanus tahoensis</i>	Sierra Nevada snowshoe hare	Truckee	Presumed Extant
<i>Bombus morrisoni</i>	Morrison bumble bee	Truckee	Presumed Extant
<i>Empidonax traillii</i>	willow flycatcher	Truckee	Presumed Extant
<i>Erethizon dorsatum</i>	North American porcupine	Truckee	Presumed Extant
<i>Accipiter gentilis</i>	northern goshawk	Hobart Mills	Presumed Extant
<i>Prosopium williamsoni</i>	mountain whitefish	Martis Peak	Presumed Extant
<i>Catostomus platyrhynchus</i>	mountain sucker	Martis Peak	Presumed Extant
<i>Erethizon dorsatum</i>	North American porcupine	Martis Peak	Presumed Extant
<i>Accipiter gentilis</i>	northern goshawk	Martis Peak	Presumed Extant
<i>Oncorhynchus clarkii henshawi</i>	Lahontan cutthroat trout	Truckee	Extirpated
<i>Rana sierrae</i>	Sierra Nevada yellow-legged frog	Truckee	Presumed Extant
<i>Rana sierrae</i>	Sierra Nevada yellow-legged frog	Martis Peak	Presumed Extant
<i>Oncorhynchus clarkii henshawi</i>	Lahontan cutthroat trout	Martis Peak	Extirpated
<i>Vulpes vulpes necator</i>	Sierra Nevada red fox	Truckee	Presumed Extant
<i>Oncorhynchus clarkii henshawi</i>	Lahontan cutthroat trout	Martis Peak	Extirpated
<i>Margaritifera falcata</i>	western pearlshell	Martis Peak	Presumed Extant
<i>Erethizon dorsatum</i>	North American porcupine	Truckee	Presumed Extant
<i>Erethizon dorsatum</i>	North American porcupine	Martis Peak	Presumed Extant
<i>Catostomus platyrhynchus</i>	mountain sucker	Truckee	Presumed Extant
<i>Erethizon dorsatum</i>	North American porcupine	Martis Peak	Presumed Extant
<i>Empidonax traillii</i>	willow flycatcher	Truckee	Presumed Extant
<i>Erethizon dorsatum</i>	North American porcupine	Truckee	Presumed Extant
<i>Erethizon dorsatum</i>	North American porcupine	Truckee	Presumed Extant
<i>Erethizon dorsatum</i>	North American porcupine	Truckee	Presumed Extant
<i>Empidonax traillii</i>	willow flycatcher	Truckee	Presumed Extant

Results of CNDDDB Query for Plant Records near the TTAD Open Space Lands

Scientific Name	Common Name	Quad Name	Presence
<i>Botrychium lunaria</i>	common moonwort	Hobart Mills	Presumed Extant
<i>Rorippa subumbellata</i>	Tahoe yellow cress	Truckee	Possibly Extirpated
<i>Rhamnus alnifolia</i>	alder buckthorn	Truckee	Presumed Extant
<i>Ivesia sericoleuca</i>	Plumas ivesia	Truckee	Presumed Extant
<i>Rhamnus alnifolia</i>	alder buckthorn	Truckee	Presumed Extant
<i>Ivesia sericoleuca</i>	Plumas ivesia	Martis Peak	Presumed Extant
<i>Ivesia sericoleuca</i>	Plumas ivesia	Truckee	Presumed Extant
<i>Ivesia sericoleuca</i>	Plumas ivesia	Truckee	Presumed Extant
<i>Ivesia sericoleuca</i>	Plumas ivesia	Hobart Mills	Presumed Extant
<i>Ivesia sericoleuca</i>	Plumas ivesia	Truckee	Presumed Extant
<i>Ivesia sericoleuca</i>	Plumas ivesia	Martis Peak	Presumed Extant
<i>Rhamnus alnifolia</i>	alder buckthorn	Martis Peak	Presumed Extant
<i>Scutellaria galericulata</i>	marsh skullcap	Truckee	Presumed Extant
<i>Ivesia sericoleuca</i>	Plumas ivesia	Truckee	Presumed Extant
<i>Ivesia sericoleuca</i>	Plumas ivesia	Martis Peak	Presumed Extant
<i>Juncus luciensis</i>	Santa Lucia dwarf rush	Martis Peak	Presumed Extant