



"STEWARDSHIP IN FORESTRY"

Stewardship Agreement

between

Cerro Gordo Land Conservancy

and

Oregon Department of Forestry

South Cascade District

Springfield, Oregon

and

Forest Resources Division

2600 State Street, Salem, Oregon 97310

May 21, 2026

Foreword

In 2006 the Oregon Legislature established the Stewardship Agreements Program in its current form. The concepts of the program are found in Oregon Revised Statutes (ORS) 541.423 and Oregon Administrative Rule (OAR) 629-021-0100, Stewardship Agreements.

The Legislature recognized that improvements to fish and wildlife habitat and water quality cannot succeed through laws and government actions alone.

The program provides incentives for landowners who voluntarily meet and exceed regulatory requirements to improve wildlife habitat and water quality.

Stewardship agreements afford the State Forester an adaptive means with which to engage landowners in long term agreements that consider natural resource conservation from a property wide perspective, rather than at the scale of single projects.

Enrollees may enjoy regulatory efficiency, regulatory certainty, and in some instances, inclusion in a Programmatic Safe Harbor Agreement for northern spotted owls with the State Forester and the U.S. Fish & Wildlife Service.

The Stewardship Agreements Program may not meet the objectives of all landowners. Qualified forestland owners who choose not to enter into stewardship agreements are not considered to be less protective of those who so choose.

In an evolving arena of scientific information and social values, we appreciate the forestland owner's willingness to partner with us in a forward looking attempt to be effective and responsible stewards of the land.



*Josh Barnard, Chief
Forest Resources Division
Oregon Department of Forestry, Salem Oregon*

Table of Contents

Section/Type	Subject	Page
1.0	Purpose	3
2.0	Background	4
3.0	Management Goals and Future Conditions.....	8
4.0	Management Plan Evaluation	9
5.0	Return to Baseline & Incidental Take	11
6.0	Term of Agreement.....	12
7.0	Authorizing Signatures	133
Appendix A:	Stewardship Agreement Application Process.....	14
Appendix B:	Landowner Commitment	15
Appendix C:	Department of Forestry Commitment	16
Appendix D:	Forest Practices Act Incentives.....	177
Appendix E:	Audits	188
Appendix F:	Enforcement	199
Appendix G:	Transfer of Agreement in the Event of Land Transfer	20

Attachments

Attachment A.	Safe Harbor Agreement Landowner Certificate of Inclusion	211
Attachment B.	Landowner Annual Monitoring Checklist	222

Tables and Figures

Table 1:	Cerro Gordo Silviculture CMU Acreage Comparison Table.....	5
Figure 1:	Cerro Gordo Lands Subject to Stewardship Agreement Map.....	6

1.0 Purpose

This Stewardship Agreement (Agreement), between Cerro Gordo Land Conservancy (Silviculture) (Landowners) and the Oregon Board of Forestry through the State Forester and their designees (ODF) is entered into under the authority of ORS 541.423 and OAR 629-021.

The purpose of this Agreement is:

- To afford the Landowners **Regulatory Efficiency** under the Oregon Forest Practices Act (FPA) as authorized by ORS 541.423 (6)(a) for meeting the requirements of the Specified Resource Site Protection Rules (OAR 629-665-0210) and the notification and Written Plan of Operation requirements(OAR 629, Division 605) of the Oregon FPA for privately owned forest lands near northern spotted owls (*Strix occidentalis caurina*).
- To afford the Landowners **Regulatory Certainty** under the Oregon FPA as authorized by ORS 541.423(7) for meeting the requirements of the Specified Resource Site Protection Rules (OAR 629-665-0210) and the notification and Written Plan of Operation requirements (OAR 629, Division 605) of the Oregon FPA for privately owned forest lands near northern spotted owls (*Strix occidentalis caurina*).
- To demonstrate that the Landowners qualify to receive a **Certificate of Inclusion** (Attachment A) under the Programmatic Safe Harbor Agreement (SHA) between the Oregon Department of Forestry (ODF), US Fish and Wildlife Service (USF&W), and USDA Natural Resource Conservation Service (NRCS) for the northern spotted owl.
- Demonstrate support for Landowners participation in NRCS **Healthy Forest Reserve Program** (HFRP) through the Certificate of Inclusion noted above.

This agreement outlines the duties of the Landowners, duties of the ODF, procedures for measuring compliance with the terms of the agreement and mechanisms for corrective actions.

Management of the subject lands is to be conducted according to a written land management plan. A copy of the plan has been submitted to the State Forester. The plan describes management strategies that will protect and enhance habitat conditions for northern spotted owls during the course of ongoing active management of subject lands.

2.0 Background

2.1 Location: The Cerro Gordo Land Conservancy (Silviculture) lands subject to the Stewardship Agreement are located in Lane County; Township 20 S, Range 02 W, Sections 21& 28; Tax Lot 215; located about 5 miles East of Cottage Grove, Oregon.

Tax lot 215, at the time the Forest Management Plan was written, contained 457 acres more or less. During the ODF internal review process, an additional 9.4 acres of forestland in the southwest corner of tax lot 215 was donated to Cerro Gordo (Silviculture), increasing the total acreage of tax lot 215 to 466 acres more or less. The additional 9.4 acres of forestland will be managed in the same manner as the adjacent 1a, 7b, and 3 stands as Reserve and will not be added to the NRCS HFRP. Total acreage subject to the Stewardship Agreement is **±466 acres**. A map overlay on an aerial photograph (Figure 1) is provided below.

Previously these lands were owned by “Cerro Gordo Silviculture”. Cerro Gordo Silviculture participated in a Stewardship Agreement from 2014 to 2024 and received a Certificate of Inclusion under the Programmatic Safe Harbor Agreement, referred to in “Section 1.0 Purpose” of this document. “Cerro Gordo Silviculture” underwent a change in ownership on March 4, 2024, combining lands with the 532-acre adjacent ownership referred to as “Cerro Gordo Land Conservancy”. For management purposes as well as to continuing to maintain these same lands in a Stewardship Agreement, Certificate of Inclusion, and HFRP, Cerro Gordo Land Conservancy will continue to refer to this new tract addition as Cerro Gordo Land Conservancy - “Silviculture”.

Since the original Stewardship Agreement implementation in 2014, “changes in the availability and quality of aerial imagery, land management activities, disturbance-related impacts, improved geospatial tools, and access to Light Detection and Ranging (LiDAR) data necessitated slight updates to the CMU boundaries previously delineated on the property.” In addition, the Oregon Forest Practices Act underwent significant updates in 2022 that necessitated the creation of larger riparian buffers (Cerro Gordo Management Plan, 2024). These changes are reflected below in Table 1. Cerro Gordo Silviculture CMU Acreage Comparison; 2010-2024.

Table 1: Cerro Gordo Silviculture CMU Acreage Comparison; 2010-2024

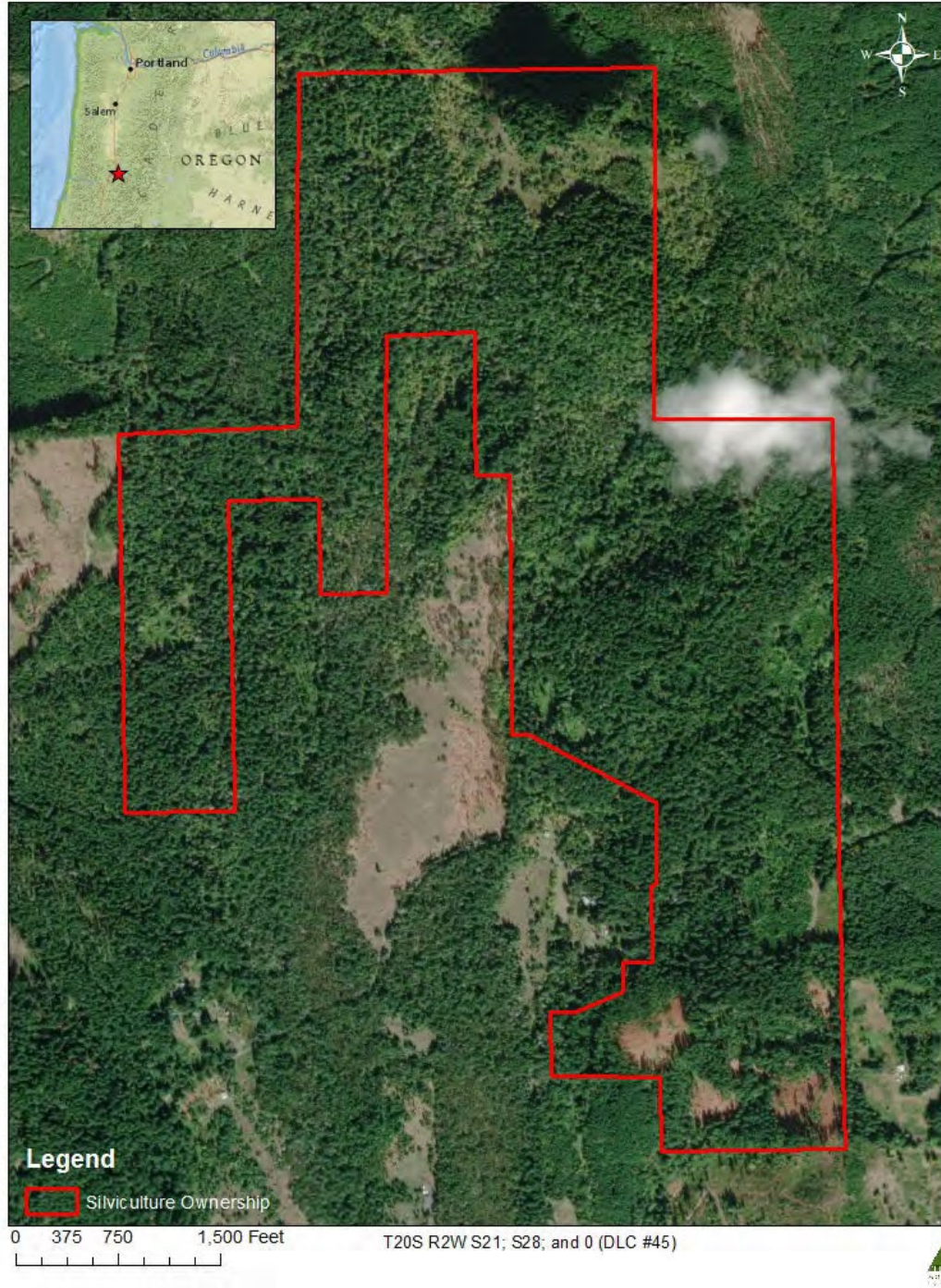
Management Designation	2010 HFRP Supplement Acres	2024 FMPU Acres	Change (acres)
Baseline (Reserve)	39	42	3
Riparian (Reserve)	48.9	49.8	0.9
Meadows	21.2	21.9	0.7
Uneven-aged	110.2	109.1	-1.1
Even-aged	174.8	151.9	-22.9
Planted stands	64	82.5	18.5
Total	458.1	457.2	-0.9

Conservation Management Unit (CMU); Forest Management Plan Update (FMPU)

Figure 1: Cerro Gordo Land Conservancy – Silviculture Lands Subject to Stewardship Agreement

Area subject to Agreement outlined in red. Boundaries are approximate.

Cerro Gordo Silviculture Vicinity Map



2.2 Landowners Objectives and Planned Outcomes: The landowners have a management plan for the forested portion of the ownership entitled: Cerro Gordo Silviculture Forest Management Plan Update dated January 2024.

A supplement to the plan entitled: Healthy Forests Reserve Program (HFRP) Supplement Dated September 8, 2010, was developed in conjunction with the USDA Natural Resources Conservation Service. The Supplement outlines management strategies that are the subject of this agreement.

The Cerro Gordo Supplemental Plan Addendum was added to the HFRP Supplement July 3, 2019, in response to a 2018/2019 winter storm. This Addendum allowed for clearing roads impacted by fallen trees as well as recovery of downed trees near roads in units that had planned harvest activities under the HFRP. It concluded that “any trees that are inaccessible to harvest can be left as additional downed wood for habitat, unless the material is creating a wildfire or beetle infestation threat.” Although this supplement was created specifically for Units 2 and 4 (even-aged management units), it sets a precedence for future disaster related damage to Cerro Gordo forestlands under the HFRP.

2.3 Environmental Conditions: The subject lands are in the Interior EPA level III Ecoregion of the Willamette Valley. Further in, the stands are in the Western Cascades Lowlands and Valleys and the Valley Foothills EPA Level IV Ecoregion. Typical vegetation would be a Douglas-fir and Oregon white oak forest with a Douglas-fir and/or Oregon white oak overstory, with sword fern, vine maple, salal, Oregon grape, and rhododendron shrub layer, and with tanoak on drier sites to the south. Wetter slopes and riparian areas have red alder, western red cedar, and big leaf maple in the canopy, salmonberry and oxalis beneath; California bay-laurel increases to the south.

“Historical accounts indicate logging began around 1900 and continued up to about 1970. In 1973, a group of investors purchased the Cerro Gordo Ranch as the site for a planned community. At that time, it was a patchwork of young stands which had naturally regenerated from residual seed trees. No management was conducted by the investors group until 1986 when a commercial thinning was completed.”

In an effort to consolidate the ownership, in 2012 the group chose to participate in the Healthy Forest Reserve Program (HFRP) through NRCS which provided protection for the Cerro Gordo Forest (Silviculture), 447 acres of managed forestland to promote mature forest structure and habitat for the northern spotted owl. With a separate conservation easement program attached to the 534 acres of Cerro Gordo lands outside of the original conservation easement at Silviculture, the group was able to consolidate land agreements and transfer ownership into a single nonprofit named “Cerro Gordo Land Conservancy”. This consolidation allowed the group to implement active management activities, growing 1.11 MMBF over the past 10 years. “661

MBF were harvested from Silviculture from 2014-2021, which equates to 60% of the total growth for the period". (Cerro Gordo Management Plan, 2024).

3.0 Management Goals and Future Conditions

The landowner's management goals are listed in the land management plan as follows:

- *Maintain and enhance the ecological health and diversity of the forest while also considering its aesthetic and recreational values to the community.*
- *Manage the timber resources efficiently to provide periodic income and create dependable employment opportunities working in the woods and processing harvested products.*
- *Establish a forest policy that helps to bring the first two goals into harmony and fosters a community understanding of forest management activities.*
- *Through careful planning and record keeping, establish a sustainable forestry program that can be passed on to future community members and actively shared with others interested in promoting sustainable forest management.*

3.1 Future Conditions: For the duration of the plan, 42 acres will remain in Baseline "reserve" status to grow naturally into "old forest" conditions over time. These acres are removed from any timber harvest operations. Riparian reserve acres, including streams plus 100' on either side of streams, will also be reserved from harvest and total about 49.8 acres. Snag creation and downed wood recruitment may occur in riparian reserve areas where this structure is limited, as well as underplanting of shade-tolerant conifer species, invasive species control, and stream channel improvements to address issues like erosion control and to improve habitat.

Another 152 acres have been assigned **even-aged** management as patch cutting over time. No more than 10% of these acres can be patch cut in any rolling 10-year period. Each patch cut will retain 15% of the existing basal area to be left to grow into legacy trees. Future thinnings may take place in these stands as they mature.

109 acres have been assigned **uneven-aged** management which will involve individual tree selection to ensure greater than 30" DBH trees by about 100 years. No more than 15% of the basal area of each diameter class will be cut. The diameter classes are as follows: 6.0-8.9, 9.0-11.9, 12.0-15.9, 16.0-19.9, 20.0-23.9 and 24.0-27.9" DBH. Trees above 28" DBH will be retained for NSO habitat and snag or large down wood recruitment. Trees less than 6 inches will be thinned to avoid tree-to-tree crowding.

The existing 82.5 acres of young patch cuts will receive one of the future conditions above depending upon the location of the patch cut. The remaining 21.9 acres are considered non-

forest natural meadows and have been included in the agreement for biodiversity; they will be maintained in an herbaceous/grass condition.

4.0 Management Plan Evaluation

Under OAR 629-021-0100 (2), the ODF Stewardship Agreement Program provides incentives for landowners who meet and exceed regulatory requirements to achieve conservation. Specific criteria for determining a landowner's management practices will exceed regulatory requirements for the conservation, restoration and improvement of fish and wildlife habitat or water quality, are found in Oregon Administrative Rule (OAR 629-021-0500(2)).

Additionally, the programmatic SHA for the Northern Spotted includes specific criteria for Stewardship Agreements subject to inclusion in the Safe Harbor program, including assessment and quantification of suitable habitat at the onset of the agreement ("Baseline").

The Cerro Gordo Land Conservancy (Silviculture) delineates 11 types of conservation management units (CMU's) and sub-units on the subject area. Forest stand conditions within the units vary according to age, species composition and density.

4.1 Initial Baseline Habitat / Current Forest Condition

At the start of a Stewardship Agreement, conditions on the subject lands may or may not meet established criteria for spotted owl habitat. As habitat develops as the result of management decisions, gains in habitat values are referenced against the original "baseline" condition. The baseline concept establishes the amount of subject land that meets established criteria for northern spotted owl habitat at the time of the issuance of a Certificate of Inclusion under the Programmatic Safe Harbor Agreement to which the Stewardship Agreement is a portal.

Under the SHA, spotted owl nesting habitat is defined as generally comprised of populations of older trees (> 80 years old); structurally complex, multi-layered conifer forest containing some large diameter trees (> 30 inches Diameter at Breast Height (DBH), i.e., 4.5 feet); high amounts of canopy closure (> 60 percent); sufficient space below the canopy for spotted owls to fly; broken topped live trees; large snags, trees with large cavities; and fallen trees (down wood).

Habitat may be suited for roosting, and / or foraging, by spotted owls without all the elements found in nesting habitat. Typically, as a minimum, suitable habitat would be stands 40 years of age or more, with a 40 % canopy cover, and a supply of snags and down wood.

Baseline Habitat - Summary: The Cerro Gordo Land Conservancy (Silviculture) property has an initial baseline of **42** acres, the majority of which is found on the westernmost portion of the property and a smaller unit on the northeast side.

4.2 Proposed Management Actions - Net Conservation Benefit:

The strategies described in the Management Plan are intended to increase the amount of spotted owl habitat on the property and provide an opportunity for ongoing, sustainable periodic returns.

A. Habitat - Structures:

During the initial years of the Agreement, **snags** and **large downed wood** will be created in alignment with the Natural Resources Conservation Service HFRP.

Snags will be retained and/or created during initial years to provide 4 per acre with 12" minimum diameter and 30-foot minimum height. **Downed Wood** will be placed or retained at a minimum of 7 conifer logs per acre at about 20" in size.

Per Oregon FPA, there are no requirements for retention of snags or logs in unmanaged stands or during thinning/partial harvest operations. Requirements for leave trees and logs only apply to clearcut operations. Two live trees or snags are required per acre harvested—there is no requirement that snags must be retained or created. Two downed logs are required per acre harvested.

B. Harvest Practices:

- 1. Timber Harvests** will occur periodically on 152 acres in small patches not to exceed ten percent of total in a ten-year interval, with a rotation age of 100 years.
Per Oregon FPA: No requirement in Rule or Statute regarding rotation age for management of forest lands.
- 2. Intermediate Thinnings** in the decades before patch cutting will retain 40 % canopy cover as a minimum in the residual stand.
Per Oregon FPA: No requirement in rule or statute for retention of canopy cover.
- 3. Basal Area Retention** – Patch Cut harvest units will retain a minimum of 15% of basal area in the largest diameter class of the cutting area.
Per Oregon FPA: No Requirement for retention in Type 3 Harvests <25 acres.
- 4. Area constraint** - Patch Cut harvest units will be limited to a maximum of 5 acres in size but will typically be 1-2 acres in size.
Per Oregon FPA: No requirement regarding size of patch cuts. Clearcuts are limited to a maximum of 120 acres.
- 5. Spatial Constraint** - Patch cut areas will be spaced 250 feet or more apart during 20-year intervals.
Per Oregon FPA: No requirement for patch cuts. Parallel requirements exist and are applicable only to clearcut harvests 120 acres in size.
- 6. Snags and Downed Wood** will be retained in patch-cut areas at the same rate as applied during the initial three years of the Agreement.
Per Oregon FPA: No requirement for snags, leave trees, or downed wood in units < 25 acres.

7. **Stand Structure** - Retention of largest trees during intermediate thinning will allow for older forest structure development.

Per Oregon FPA: No requirement for qualitative consideration of suitable wildlife trees beyond minimum standard of 2 per acre, 11 DBH and 30 ft height in Type 3 harvests > 25 acres.

8. **Age Class Distribution** – When the Thinning and Patch Cutting schedule has been applied temporally and spatially, 50-60% of the area will provide foraging habitat for northern spotted owls.

Per Oregon FPA: No requirement for management of age class distribution.

C. Reserves –

1. **Owl Habitat/Baseline Reserves**– 42 acres are designated as Baseline reserve in which no timber harvest will occur. Northern spotted owl habitat may develop in these reserves over time through natural succession. The “reserve” designation precludes future timber harvest, regardless of the presence or absence of northern spotted owls.

Per Oregon FPA: There are requirements for protection of known northern spotted owl nesting sites. There are no known northern spotted owl sites on the Cerro Gordo Land Conservancy (Silviculture) property.

2. **Riparian Reserves** - Riparian reserves are identified on 48.9 acres with a 100’ self-imposed buffer on either side of streams (approximately 2-miles). The plan identifies one small fish (Type F) stream and 3 small non-fish streams on the Cerro Gordo Land Conservancy (Silviculture). No harvest is planned in the Riparian Reserves.

Per Oregon FPA: The plan describes riparian reserves extending 100’ on both stream sides. This exceeds buffer requirements for all stream types, excluding large and medium Type F or Type SSBT streams, which have a 110’ buffer requirement. The 100’ buffer meets the requirement for small Type F or Type SSBT streams.

All Units - Management activities will be conducted in accordance with requirements of the Safe Harbor Agreement, including prevention of disturbances to NSO during critical periods of use (nesting season) when NSO are present near the subject property. If NSO are known to be present on or adjacent to the property, seasonal restrictions may apply to any planned operations, as required by the Oregon Forest Practices Act. If NSO surveys are conducted, seasonal restrictions might be waived if it can be determined that NSO are absent or not nesting.

5.0 Return to Baseline & Incidental Take

Long-term management strategies for forest land are not free of risks. External factors such as fire, disease, insect infestation, personal needs of owners and more, could affect individual CMUs, or the property as a whole.

The landowner will not be responsible for loss of NSO or NSO habitat due to actions beyond their control (e.g. fire, wind, etc.) per SHA “Incidental Take” (Safe Harbor Agreement pg. 22).

Safe Harbor Agreements warrant consideration of activities that would be expected to return an enrolled property to baseline conditions and the extent of incidental take of NSO that would result. Annual monitoring reports will include notice to the State Forester of potential disturbance or habitat modifications.

For example, a landowner might choose, after years of following the management strategies described in the land management plan on which a Stewardship Agreement and Safe Harbor Certificate of Inclusion were based, to harvest trees in amounts that would reduce habitat created since the inception of the Agreement.

The values of the NSO habitat that had been provided to that point in time nevertheless represent a **net conservation benefit** to NSO, and should be considered so, as this habitat may have never been developed or have been logged early without the regulatory assurance provided for in the Safe Harbor Agreement. Thus in such an instance when management activities return the property to baseline conditions, the Safe Harbor and Incidental Take would be provided the Landowners.

The Cerro Gordo Land Conservancy (Silviculture) Stewardship Agreement concerns approximately **466 acres** of land. Going forward from an original baseline inventory of 42 acres, the majority of the lands are to be managed in a manner intended to develop suitable habitat for northern spotted owls. It is likely that dispersal and foraging habitat for NSO will be developed on the property during the terms of this Stewardship Agreement.

Incidental take may be afforded for the 466 net acres of the total ownership in the event of the return to baseline conditions. The development and retention of 466 acres of habitat for the duration of the Agreement is the net conservation benefit that is consistent with the goals of the Stewardship Agreement.

The subject property is enrolled in a long term conservation easement through the NRCS Healthy Forest Reserve Program (HFRP), which reduces the likelihood of a return to baseline conditions on any of the management units.

Safe Harbor enables the landowner to actively manage the land, increase habitat values, and expect periodic returns in a manner consistent with the management plan.

6.0 Term of Agreement

6.1 This Agreement is effective upon signing and continues until **July 25, 2060**, unless terminated by one of the parties as provided in OAR 629-021-1000. This term may be revised and extended upon satisfactory performance and the mutual agreement of the parties.

6.2 Any revisions are subject to the review process described in OAR 629-021-0900.

7.0 Authorizing Signatures

The following parties make and accept this Stewardship Agreement, effective _____:
Date

Cerro Gordo Land Conservancy
(Silviculture), Landowner
Date

Cerro Gordo Land Conservancy
(Silviculture), Landowner
Date

South Cascade District –
Eastern Lane Unit Forester
Oregon Department of Forestry
Date

Appendix A: Stewardship Agreement Application Process

- A.1** The Landowners have submitted an Application for a Stewardship Agreement and a copy of a Land Management Plan to the State Forester.
- A.2** The Landowners have requested a Certificate of Inclusion under the Programmatic Safe Harbor Agreement.
- A.3** The Landowners are participants in the NRCS Healthy Forest Reserve Program (HFRP), administered through the Lane County office of the NRCS, in conjunction with the Oregon Department of Forestry Stewardship Agreement Program.
- A.4** Land Management Plan – The Landowners provided a land management plan entitled Healthy Forests Reserve Program (HFRP) Supplement Dated September 8, 2010, including the July 3, 2019 Supplemental Addendum, and the Cerro Gordo Land Conservancy (Silviculture) Forest Management Plan Dated January 2024 has been provided to the State Forester. The document meets the requirement for a land management plan noted in OAR 629-021-0200(3) as a prerequisite for a Stewardship Agreement.
- A.5** **Plan Review**
The Land Management Plan has been reviewed according to the criteria described in OAR 629-021-0300(3) for the stewardship agreement application process; and the Programmatic Safe Harbor Agreement for the Northern Spotted Owl between U.S. Fish and Wildlife Service Oregon Department of Forestry and USDA Natural Resources Conservation Service (July 2010). The Land Management Plan meets all required criteria for consideration for:
- Stewardship Agreement
 - Certificate of Inclusion under the Programmatic Safe Harbor Agreement

Appendix B: Landowner Commitment

The Landowners acknowledge the purpose and principles of Stewardship Agreements set forth in OAR 629-021-0000 and agree to:

- B.1** Provide a primary contact person who is responsible for implementation of the Land Management Plan;
- B.2** Follow the Land Management Plan and comply with applicable terms and conditions of the Certificate of Inclusion issued by the State Forester pursuant to the Programmatic Safe Harbor Agreement for northern spotted owls and Oregon Forest Practices Act statutes and rules consistent this Agreement, unless modified or waived, during the life of this Agreement;
- B.3** Meet or exceed the resource protection standards outlined in the following Divisions of the Oregon Administrative Rules for the Oregon Forest Practices Act:
 - OAR 629 Division 630 Harvesting
 - OAR 629 Division 643 Water Protection Rules: Vegetation Retention Along Streams
 - OAR 629 Division 665 Specified Resource Site Protection Rules
 - ORS 527.676 Leaving snags and downed logs in harvest type 2 or 3 units; green trees to be left near certain streams
- B.4** Submit in writing to State Forester:
 - (A)** Annual Stewardship Plan monitoring report (Attachment B).
 - (B)** Notification to the State Forester as required by ORS 527.670(6) for:
 - (1) The use of power driven machinery in forest operations,
 - (2) Slash burning
 - (3) Aerial application of chemicals
 - (4) Harvest of timber and/or commercial firewood operations.
 - (C)** Sixty (60) day prior notice of forest management activities within 1000 feet of a northern spotted owl activity center during the period between July 15 and September 30 annually to provide opportunity for the assessment of potential conflicts resulting from disturbance to nesting spotted owls (SHA – “Incidental Take” – pg 22),
 - (D)** In areas where spotted owl habitat is created above baseline levels a minimum of 30 days prior notice of planned activities that may result in the incidental taking of above-baseline spotted owls through habitat removal or disturbance. (SHA – “Incidental Take” – pg 22).
- B.5** Seek approval from the State Forester for plans for alternate practices for protection standards different than those specified in administrative rule if not already described within this Agreement.
- B.6** Report to the State Forester immediately any activity that results in resource damage, along with a written description of the time of discovery, the cause of the damage, and the repairs made or in progress;
- B.7** Allow periodic audits of management practices by the State Forester and assist with the audits, as described in Appendix E of this Agreement.

Appendix C: Department of Forestry Commitment

The State Forester of Oregon and their designees in turn acknowledge the purpose and principles of Stewardship Agreements set forth in OAR 629-021-0000 and agree to:

- C.1** Recognize compliance with this Agreement as demonstrating compliance with pertinent Forest Practices Act rules and statutes, and the Certificate of Inclusion under the programmatic Safe Harbor Agreement for northern spotted owl;
- C.2** Provide technical assistance and priority access to incentives appropriate to productive forest management and resource protection;
- C.3** Exchange resource protection and management information;
- C.4** Provide consultation on planned operations, and approve or deny proposed plans for alternate practices;
- C.5** Seek appropriate technical assistance from other agencies when necessary in dealing with resource protection issues; and
- C.6** Be responsible for all Department of Forestry personnel and administrative costs related to the audit process.

Appendix D: Forest Practices Act Incentives

D.1 Regulatory Efficiency

- D.1.a For the duration of this Agreement, the Landowner is exempt from written plan requirements under ORS 527.670(3)(b) (operations within 300 feet of a resource site inventoried pursuant to ORS 527.710(3)(a) and OAR 629-605-0170(1)(b) (operations within 300 feet of a specific site involving threatened or endangered wildlife species).
- D.1.b At the inception of this Agreement, no known Specified Resource Site is present at the property or within 300 feet of the property boundary. If resource sites are subsequently identified they will be protected to the standards described in the Land Management Plan noted above, and/or referenced in any Certificate of Inclusion under a Programmatic Safe Harbor Agreement.
- D.1.c For the duration of this Agreement, the Landowners are exempt from fifteen-day waiting periods under OAR 629-605-0150(1) following notification, except as provided by ORS 527.670(9) for aerial chemical applications and for activities that may result in a taking of spotted owl habitat, as noted in Section 4.3-B and Section 4.3-C of the “Landowner Commitment” section above (SHA – “Incidental Take” – pg 22).

D.2 Regulatory Certainty

The Landowners have committed to operating at a standard above existing requirements in the following areas:

- D.2a In recognition of these additional resource protections, the Landowners will not be required to meet any increased standard, should any occur pertinent to the specific resource protection requirements of ORS 527.676 (retention of snags and downed wood), or of OAR 629-665-0210 (Interim requirements for Northern Spotted Owl Nesting Sites) for the duration of this Agreement.
- D.2b As long as the Landowners manage in accordance with the terms and conditions of this Stewardship Agreement and associated Safe Harbor Agreement, the State Forester has determined that operations conducted accordingly will not cause a conflict with the habitat requirements for a nesting site or activity center of a northern spotted owl.

Appendix E: Audits

E.1 Purpose

Effective partnerships include regular communication between partners. Landowner needs and objectives may evolve over the period of the Agreement. Similarly, the State Forester's obligation to ensure resource protection changes with new information. The audit process provides a formal opportunity to engage in continuous improvement and adaptive management.

Audits will determine if the terms and conditions of the Stewardship Agreement and Safe Harbor Agreement are being met.

Audits will afford the Landowners an opportunity to review the terms of stewardship agreement and make recommendations for needed revisions therein.

E.2 Frequency

Audits will be conducted at least once every three years. The Landowners may request additional audits to help them assess their performance under the stewardship agreement or to provide an annual government certification of their operation.

E.3 Audit Team

The audit team will normally include at a minimum the Landowners or their designated representative and the local ODF Stewardship Forester. Additionally Department of Forestry District and/or Salem staff, and/or a representative from the Oregon Department of Fish and Wildlife may participate.

E.3.a Scheduling: The State Forester will consult with the Landowners prior to the audit to arrange mutually acceptable time for the conduct of the audit.

E.3.b Multiple Agency Participation: If practical, the audit may include representatives of the USF&W Service with respect to the Certificate of Inclusion under the SHA, and/or the NRCS with respect to the conditions of the HFRP agreement.

E.3.c Compliance: The audit team will assess compliance with applicable FPA and SHA requirements to determine whether rules and practices were appropriately applied. The audit team will also document resource enhancement projects.

E.4 Reporting

The State Forester will provide an audit report to the Landowners within a reasonable period, normally 45 days, with recommendations for needed revisions to the stewardship agreement. The State Forester will discuss the findings with the Landowners before issuing a final report.

Appendix F: Enforcement

- F.1** As stated in OAR 629-021-0100(1), improvements to fish and wildlife habitat and water quality cannot succeed through laws and government actions alone. The stewardship agreement program is based on the expectation that the Landowner will self-regulate to meet and exceed applicable regulatory requirements.

Willful or negligent failures to apply Forest Practice Act standards to forest operations that result in resource damage will be subject to enforcement as per Oregon Forest Practices Act procedures.

Appendix G: Transfer of Agreement in the Event of Land Transfer

- G.1** In the event of a transfer of ownership or management authority for the subject lands the Stewardship Agreement would be subject to reconsideration.

Requests for Transfer of the Safe Harbor Agreement and Certificate of Inclusion must be made in writing at least 30 days prior to any sale or transfer of the interest in the covered lands.

No guarantee of transferability of this Stewardship Agreement, and the Regulatory Efficiencies and Certainties it is intended to provide, or the Safe Harbor Agreement and the Certificate of Inclusion is implied or stated.

Attachment A. Safe Harbor Agreement Landowner Certificate of Inclusion

CERTIFICATE OF INCLUSION

This certifies that the property described as follows: In Township **20S**, Range **2W**, Sections **21 & 28**, Tax Lot **215** and as shown on the included photo of this Stewardship Agreement, is included within the scope of Permit No. TE18227A-0, issued by the U.S. Fish and Wildlife Service to the Oregon Department of Forestry, on 07/26/2010, and expiring on 07/25/2060 under the authority of section 10(a)(1)(A) of the Endangered Species Act of 1973, as amended, 16 U.S.C. 1539(a)(1)(A). Such Permit authorizes activities, consistent with the Safe Harbor Agreement, by participating landowners (Cooperators) which is expected to provide habitat for northern spotted owls or otherwise restore natural habitat occupied by the species. Pursuant to that Permit and this Certificate of Inclusion, the holder of this Certificate is authorized to engage in any otherwise lawful activity that is consistent with the Agreement on the above described property which may result in the incidental taking of northern spotted owls. Management activities are subject to the terms and conditions of said Permit and the terms and conditions of the Safe Harbor Agreement entered into pursuant thereto by the Service, the Oregon Department of Forestry, and the USDA Natural Resources Conservation Service on July 26, 2010, that becomes binding upon **Cerro Gordo Land Conservancy (Silviculture)**, on the date and signature herein.

Oregon Department of Forestry

2600 State Street, Salem, OR 97310 U.S.A.

Name of Permittee _____ Date _____

Participating Landowner _____ Date _____

Attachment B. Landowner Annual Monitoring Checklist

1. Were surveys conducted for spotted owls? If so, list protocol used, if any measures were taken to address the potential effects of the presence of barred owls, surveyors' names with contact information, and summarize results.
2. Did you conduct any forest management activities or forest operations? If so, review the checklist below and report regarding activities that applied to you.

In Baseline Habitats

Forest Management Activities	Quantity	Notes
Thinning (<i>acres</i>)		
Snag Creation (<i>number</i>)		
Downed Log Creation (<i>number</i>)		
Group selection harvest (<i>acres treated, size of openings</i>)		
Single tree selection harvest (<i>acres</i>)		
Road De-commission (<i>miles</i>)		
Planting, release, retention of mast-producing trees (<i>list treatment type—number treated</i>)		
Other—list and describe any other forest management activities that occurred		

In Non-baseline Habitats

Activity	Quantity	Notes
Thinning (acres)		
Snag Creation (number and size)		
Downed Log Creation (number and size)		
Group selection harvest (acres treated, size of openings)		
Single tree selection harvest (acres)		
Road De-commission (<i>miles</i>)		
Planting, release, retention of mast-producing trees (<i>list treatment type—number treated</i>)		
Retention of clumps or scattered live trees in clearcut harvests		
Retention of wide, well-stocked stream buffers in or adjacent to clearcuts		
Other—list and describe any other forest management activities that occurred		