

Willamette Properties Management Plan Development

Austin Hot Springs Land Management Plan

Prepared for:



**The Confederated Tribes of the
Warm Springs Reservation of Oregon (CTWSRO)
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Warm Springs, Oregon 97761**

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ACRONYMS AND ABBREVIATIONS

BNR	Branch of Natural Resources
BPA	Bonneville Power Administration
CTWSRO	Confederated Tribes of the Warm Springs Reservation of Oregon
ESA	Endangered Species Act
FSR	Forest Service Road
LMP	Land Management Plan
OCS	Oregon Conservation Strategy
ODF	Oregon Department of Forestry
ODFW	Oregon Department of Fish and Wildlife
PGE	Portland General Electric
Property	Austin Hot Springs Protected Property
SMART	Specific, Measurable, Attainable, Relevant and Time-bound
Tetra Tech	Tetra Tech, Inc.
USACE	U.S. Army Corps of Engineers
USFWS	U.S. Fish and Wildlife Service
USFS	U.S. Forest Service
WWMP	Willamette Wildlife Mitigation Program

1. INTRODUCTION

The Confederated Tribes of the Warm Springs Reservation of Oregon (CTWSRO) Branch of Natural Resources (BNR) endeavors to plan and execute a balanced direction for the protection, use, and enhancement of all tribal natural resources. In support of this mission, the CTWSRO acquired the Austin Hot Springs Protected Property (Property) in September of 2017 with funds from the Willamette Wildlife Mitigation Program (WWMP). The WWMP was established under a 2010 Memorandum of Agreement between the State of Oregon and Bonneville Power Administration (BPA), in coordination with the CTWSRO and other interested Tribes, to mitigate for the wildlife impacts of the federal Willamette River hydropower system (BPA and State of Oregon 2010). The BNR has a shared interest in promoting long-term land conservation to support sustained and enhanced wildlife populations, many with cultural significance to the CTWSRO.



One of numerous hot springs at the Property

This Land Management Plan (LMP) is a required component of the conservation easement funded and held by BPA (see Appendix A). It provides Specific, Measurable, Attainable, Relevant, and Time-bound (SMART) objectives and follows the format specified by BPA. This is a new LMP designed to cover a 10-year duration from 2021 to 2031, with the intent to update and revise specific elements after that timeframe based on management actions and monitoring results to facilitate an adaptive management approach. Section 2 provides Property details, followed by a review of the current ecological setting in Section 3. Section 4 outlines the goals, objectives, and actions for the Property. Desired future conditions, goals, and objectives identified in Section 4.1 will serve as the foundation for the development of more specific plans and budgets for individual projects, as well as a basis for grant applications to help with restoration funding. Section 5 details how actions proposed in this LMP comply with, or may require an exception to, the conservation easement restrictions and prohibitions.

Much of the background information presented in this LMP is drawn from existing documentation for the Property, including: 1) the conservation easement, 2) the CTWSRO baseline report (CTWSRO 2017), 3) the Property and timber appraisals (Tyler Woods Appraisal Services 2017; Witler 2017), and 4) the 2014 WWMP application submitted to the Oregon Department of Fish and Wildlife (ODFW) (CTWSRO 2014). This existing documentation was supplemented with a July 2019 site visit by Tetra Tech, Inc. (Tetra Tech), the June 2019

monitoring information from ODFW, desktop research, and updated information from the BNR. Related citations are listed in Section 6.



Figure 1. "Oak Grove Project, party at Austin Hot Springs" circa 1920-1925 from Portland General Electric, from Oregon Historical Society, the above-river spring can be seen in the background.

2. PROPERTY DETAILS

2.1 Property Information

The Austin Hot Springs LMP was prepared in fulfillment of Section G of the Conservation Easement (CE). The LMP covers proposed management of the Property for a duration of 10 years, from 2021 to 2031. The Property is located in Clackamas County, Oregon, approximately 6 miles east of Ripplebrook Ranger Station and approximately 35 miles southeast of the nearest city, Estacada, Oregon. There is no address associated with the Property. Figure 2-1 displays the Property location. Basic Property information is as follows:

Management Area Name: Austin Hot Springs Protected Property ("Property")
Easement Date: September 25, 2017
Easement Number: WILWF-WL-45

Easement Grantor: Confederated Tribes of the Warm Springs Reservation of Oregon (CTWSRO)

Easement Grantee: Department of Energy, Bonneville Power Administration (BPA)

Primary Management Entity: CTWSRO

LMP Prepared by: Tetra Tech on behalf of the CTWSRO, with all post-draft edits by CTWSRO, BPA, and ODFW.

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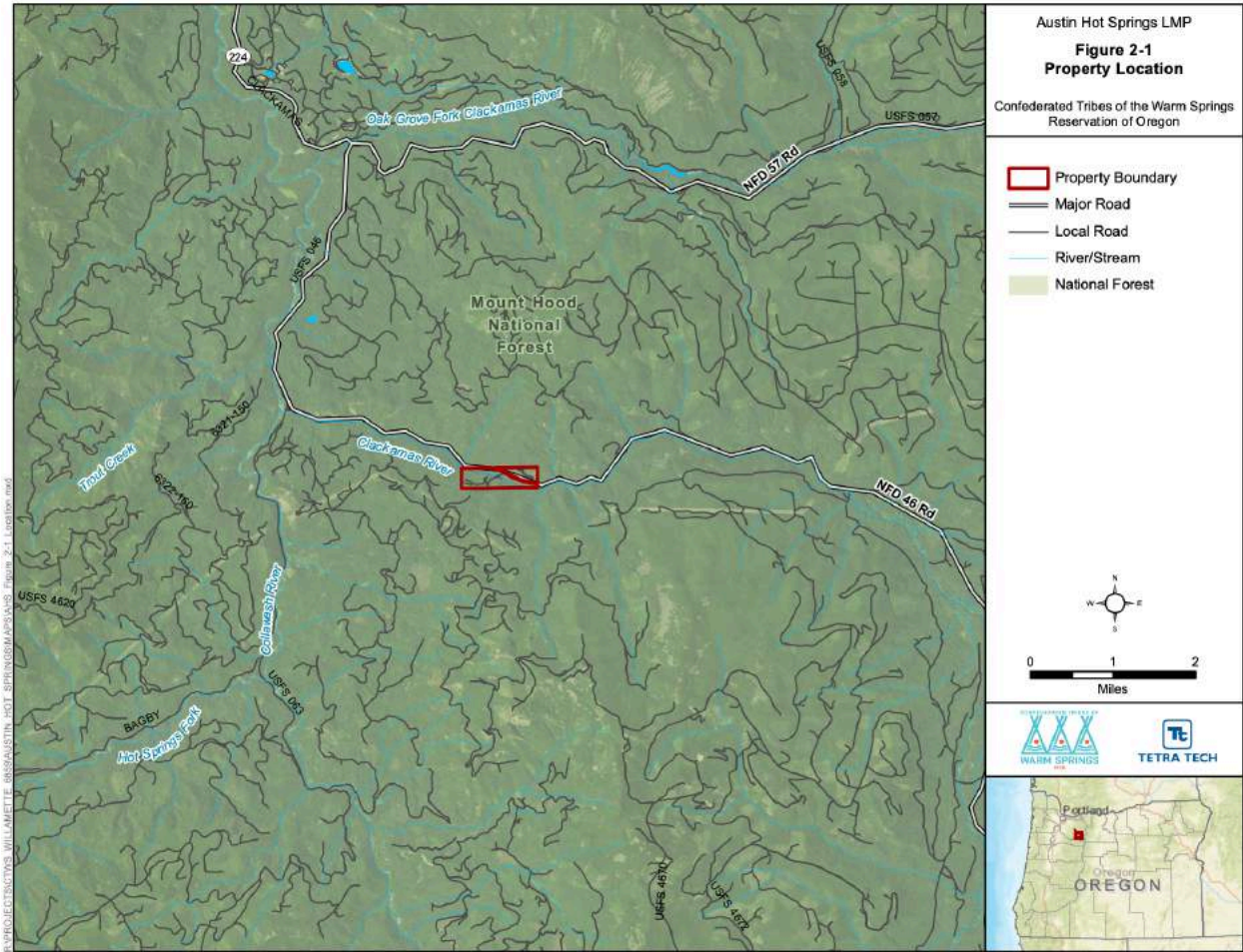


Figure 2. Property Location

2.2 LMP Description

The Property covered by the LMP includes two adjacent parcels, both owned by the CTWSRO under one conservation easement granted to BPA. Table 2-1 provides the parcel information.

Table 2-1. Parcel Information

Parcel Number	Tax Lot	Township/Range	Date Acquired	Acres
01136149	Tax Lot 2600	T6S R6E Section 25	September 25, 2017	40.0
01136167	Tax Lot 3100	T6S R7E Section 30	September 25, 2017	111.7
Total				151.7

The parcels will be managed based on the desired future condition as described in Section 4.1 of this LMP. Management approaches are based on habitat and public access issues and do not necessarily follow parcel boundaries. While generally contiguous parcels, Parcel #01136167 (Tax Lot 3100) is bisected in a general east/west direction by Clackamas River Road (Forest Service Road [FSR] 46). Figure 2-2 provides a parcel map of the Property.

2.3 LMP History

This is a new LMP intended to cover a 10-year duration from 2021 to 2031. The LMP is intended to be updated and revised after ten years based on the evaluation of progress toward management goals and objectives to facilitate an adaptive management approach, as described further in Section 4.5 – Evaluation and Monitoring.

2.4 Purpose and Conservation Values

It is the purpose of the conservation easement to preserve in perpetuity and allow restoration or enhancement of the Conservation Values (CV) of the Property. As such, the purpose of the conservation easement includes the prevention of any use of the Property that will materially harm or materially interfere with any of the CV of the Property.

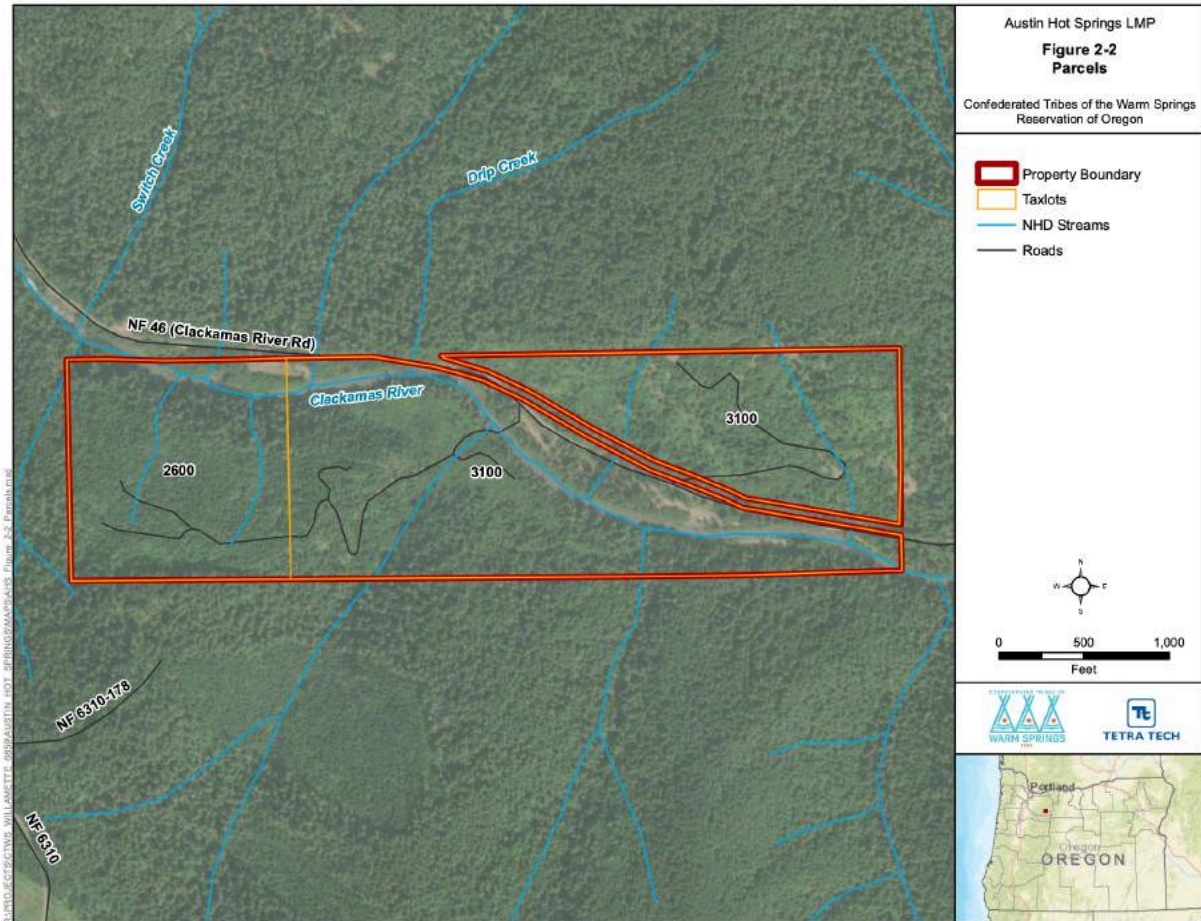


Figure 3. Tax Parcels

As described in Section II.C of the CE, the Property encompasses approximately 151.7 acres of fish and wildlife habitat which includes fresh water, riparian, mixed conifer forest, and grassland habitat. The existing CVs of the Property were identified recognizing that such CV may periodically fluctuate or trend toward long-term change due to natural events such as wildfire, floods, insects or disease, interdecadal climate events, and long-term climate change, as well as human-initiated enhancement or restoration actions (such as those described in this LMP). These CVs are as-written in the CE (Appendix A), and specifically include the following (with minor non-substantive modifications for clarity):

1. Diversity of habitats providing biological and physical components to support the fish and wildlife species, many that are identified as a priority habitat for preservation and restoration in the Oregon Conservation Strategy (OCS) (2016) and essential for Endangered Species Act (ESA) and Willamette Subbasin Plan (NPCC 2005) species including:
 - A large block of high-quality late-successional mix of conifer forest;
 - Riparian habitat;

- Seeps and springs (hot and cold), which provide important nutrients and habitats for a diversity of fish and wildlife;
 - Instream habitat for juvenile and adult fish year-round; and
2. Fish and wildlife species (OCS- or federally-listed), including, without limitation:
- Blacktail deer (*Odocoileus hemionus*),
 - Roosevelt elk (*Cervus canadensis roosevelti*),
 - Black bear (*Ursus americanus*),
 - Chinook salmon (*Oncorhynchus tshawytscha*) (ESA -Threatened),
 - Steelhead (*Oncorhynchus mykiss*) (ESA -Threatened),
 - Bull trout (*Salvelinus confluentus*) (ESA -Threatened),
 - Pacific lamprey (*Entosphenus tridentatus*),
 - Osprey (*Pandion haliaetus*),
 - Band-tailed pigeon (*Patagioenas fasciata*),
 - American dipper (*Cinclus mexicanus*),
 - Oregon spotted frog (*Rana pretiosa*), and
 - Numerous other reptile, amphibian, mammal, fish, and bird species.
3. Unique habitat types, including: 0.9 mile of the mainstem Clackamas River, fresh water aquatic habitats, multiple hot springs, late successional mixed conifer forest, grasslands, and riparian habitats. The Property is an in-holding within the Mt. Hood National Forest and will provide conservation-managed connectivity in perpetuity for the wildlife species within the Property. The Property and its diversity of habitats are essential for numerous federal ESA, OCS (2016), and Willamette Subbasin Plan (NPCC 2005) species.

2.5 Connectivity and Habitat

The Property is surrounded by the Mt. Hood National Forest. The adjacent National Forest area is managed timber for recreation and wildlife values by the U.S. Forest Service (USFS). The Property provides conservation of one of the last remaining in-holdings in the region, thereby expanding habitat connectivity.

As an acquisition for the WWMP, this Property supports the OCS (OCS 2016). The Property is located in the West Cascades Conservation Opportunity Area (COA) WC-03 and includes three OCS habitat types: Late Successional Mixed Conifer Forests, Flowing Water and Riparian Habitats, and Grasslands.

2.6 Land Use

The Property is located in the southeast portion of Clackamas County, Oregon. This is a very rural area surrounded by the Mt. Hood National Forest (Figure 2-1). Current Clackamas County land use zoning for the Property is Timber District (TBR).

Land use on the Property is currently undeveloped private forest with limited active management. As noted below in Section 2.7, the CTWSRO has posted ownership and no-trespassing signs and conducted occasional waste cleanups due to trespassing. The hot springs on the Property are a popular soaking and camping destination for members of the general public trespassing on private grounds. Additional access prevention measures were implemented in August 2019, described further in Section 2.7.

According to County parcel records (Clackamas County 2019) and information provided in the CTWSRO baseline report (CTWSRO 2017), the Property was owned and managed by Portland General Electric (PGE) as a campground from around 1950, or possibly earlier, until 1985. George Heidgerken then purchased the Property for \$500,000, and in the late 1980s 4 million board feet of timber was harvested and replanted satisfactorily according to Oregon Department of Forestry (ODF) standards (CTWSRO 2017). The Property changed hands in 2000 and remained in the ownership of the J. Frank Schmidt and Son Co. Profit Sharing Trust until the CTWSRO's acquisition in 2017 (Clackamas County 2019). No additional timber harvest was done during that time. A detailed history of the Property before PGE's ownership is unknown; however, the Property has cultural significance to the CTWSRO, and the hot springs were used historically by tribal members (CTWSRO 2017).

There is a long-standing history of trespass issues associated with the hot springs. The hot springs experience surges of water that can burn people. This has been a liability issue with past landowners. Trespass has resulted in significant impacts to the Property including excessive and hazardous garbage, illegal campfires, and unauthorized camping. The threats to the Property and general public safety from trespassing are reviewed in additional detail in Section 3.9 of this LMP. Interim actions to prevent general public access are described in Section 2.7, and future proposed actions are included in Section 4.1.

2.7 Interim Management Activities

Since ownership by the Tribes, the property has been extensively signed with no-trespassing signs, but trespass continues. The volume of trespass has been reported to reach numbers of 80-100 people per day in the summer. Such ongoing numbers of people and vehicles without any restroom facilities on site has impacts. The trespass is continuous at all hours, day and night, for three seasons of the year and has led to sustained impact to riparian vegetation, water quality, and significant fecal contamination surrounding the hot springs area.

There have been only limited management activities on the Property since the acquisition in 2017. The CTWSRO has posted ownership and no-trespassing signs on the Property, primarily along FSR 46. Given the substantial amount of waste left by trespassers on the Property, occasional clean-up efforts have been made. However, it has not been possible to monitor

garbage on a regular basis, and as of a site visit in July 2019, areas that had been cleaned were again heavily impacted by trash (see Section 3.9 – Threats).



Figure 4. Main gate reinstallation and access point barrier along FSR 46

Following an incident in August 2019 (see Section 3.9), the CTWSRO implemented additional access prevention measures to address the urgent need to curtail public access to the hot springs area on the Property (Figure 4). The main access gate on the north side of FSR 46 was reinstalled and welded shut. A front-loader was used to block three additional entry points with large boulders, rocks, and dirt. However, within days of taking these actions, members of the public had already removed boulders and broken through the gate to trespass on the Property. The property has since been entered into the Exclusion Program, which is a resource that property owners or persons in charge (i.e. managers, supervisors) can use to authorize Clackamas County Sheriff's office deputies to act on their behalf to enforce Oregon trespass laws. The Sheriff's office has put up a camera and begun citing trespassers.

In February, 2020, Dumpstoppers worked with the Tribes to haul off the abandoned RV trailers at the site. In March 2020, because of the COVID-19 pandemic, the Tribal offices were closed for much of the spring to mid-summer, so little staff time was given to Property management. Then in the fall, the Riverside fire cut off all access to the property from Labor Day weekend through the fall. The Property was not patrolled the entire year by Tribal management staff. There were reports of the Clackamas County Sheriff occasional patrols.

2.8 Land Use Agreements

There are no current land use agreements in place for Austin Hot Springs.

2.9 Access Issues

Main access to the Property is from Forest Service Road (FSR) 46. Unpaved roads on the Property are primarily usable in dry summer months, but otherwise provide adequate access for general management.

Uplands of the property may be reached by Forest Service roads that approach boundaries of the Property in the northeast corner and the south west corner. These roads require a high-clearance vehicle. The FSR 6310 (Granite Road) accesses the southwest corner of the property, with the 178 road coming within about 500 feet of the boundary. FSR 4620 approaches within about 3/4-mile of the Northeast corner of the property. This approach would not be practical, as the property access roads are more easily accessible north of the Clackamas River Road (FSR 46

2.10 Water Rights

There are no water rights included in the conservation easement, and there are no plans to acquire water rights for the Property at this time. This section of the LMP will be updated upon any change in the status of water rights for the Property.



Figure 5. Concrete remnants within Clackamas River channel

2.11 Facilities

Austin Hot Springs has been known by humans since time immemorial. Its history is poorly known, but in the 1970s and 1980s PGE maintained a campground at the Property. The footprint of this disturbance is still visible today. The Property has three area of focus from the draw of the hot springs: the landing, campground, and island sites (see Figure 6). The Property is undeveloped, but has many man-made features remain including: concrete pipe segments scattered about on the property as remnants of a past water system, steel signs about hot spring

dangers, and large parking areas (Figure 5). The campground area can hold dozens of trespass camps and the large parking area can hold more than thirty vehicles. The main entrance was once controlled by large steel gates. These were broken out since the Tribes acquired the property. In 2019, the Tribes attempted to restore the gates to block access, but these gates were broken down within days of the work (See Figure 4).

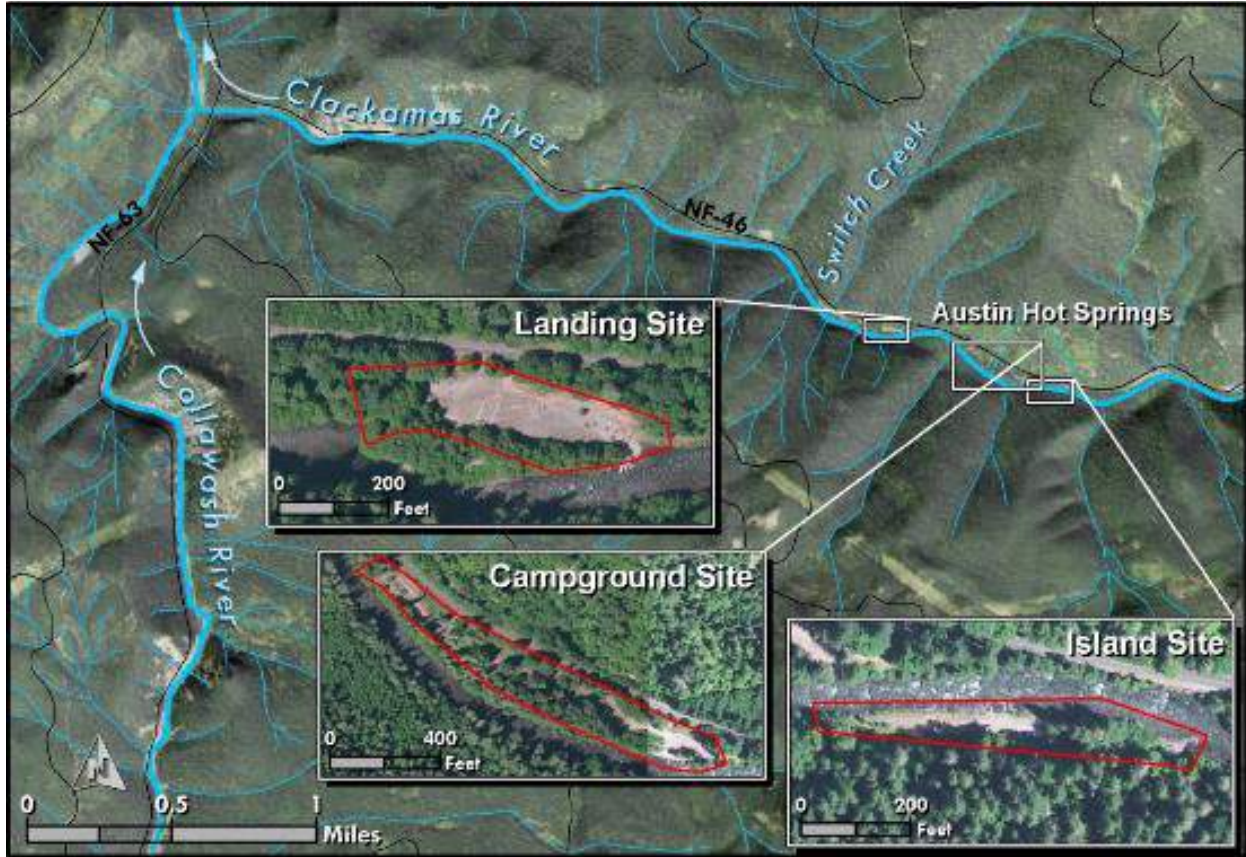


Figure 6. Austin Hot Springs Baseline Report Preliminary Restoration Sites

On the North side of FSR 46, there is another locked gate blocking access to a service road accessing the north side of the property. The Tribes do not have the key to the gate and it is likely rusted shut, requiring substantial work to re-open.

To the west of the main entrance, there is another large parking zone known as the “landing” with some level of rehabilitation. This landing can only be entered by high-clearance vehicles and because all the hot springs are over 100 yards upstream, there is low use and impacts to this site.

Other features such as a concrete pillar in the river, cables across the river are unknown to past function, but are reminders of a more developed site in the past. At the large spring on the east end of the campground area, there is a large flat that is the “main parking area” (see Figure 7).



Figure 7. Common trespassing scene at main springs area (east end of campground area).

3. CURRENT ECOLOGICAL SETTING

3.1 Habitat and Cover Types and Conditions

The elevation of the Property ranges from 1,640 to 2,360 feet. The average slope on the steeper areas is 50 percent and includes rocky outcroppings. The Property contains the following OCS habitat types: Late Successional Mixed Conifer Forest and Flowing Water and Riparian Habitats. In addition, there is younger mixed-conifer forest in areas where timber harvest was conducted prior to the CTWSRO acquisition. The upland habitats are generally intact with invasive vegetation concentrated along FSR 46 and skid roads. Figures 8 and 9 shows approximate habitat and cover types, but there are inaccuracies. As part of their annual monitoring program, ODFW visited the site in 2019 and developed a map based on aerial imagery and field data (Figure 8). A more detailed mapping endeavor is planned by 2023 to ensure habitat and cover types are appropriately located on the ground. The following subsections provide a brief description of habitat conditions by type, incorporating the recent ODFW information.

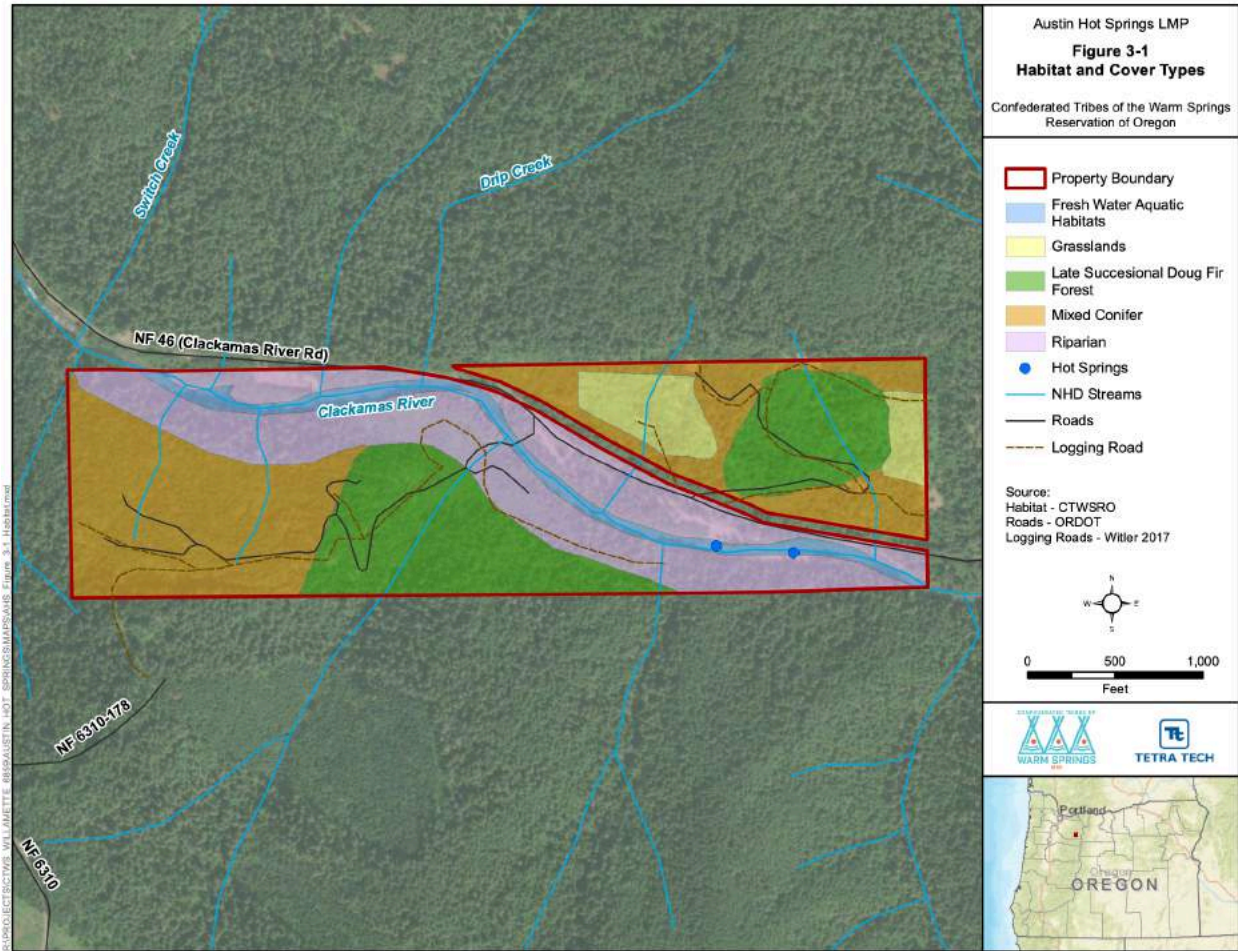


Figure 8. Austin Hot Springs preliminary habitat cover types, roads, and features from baseline information.

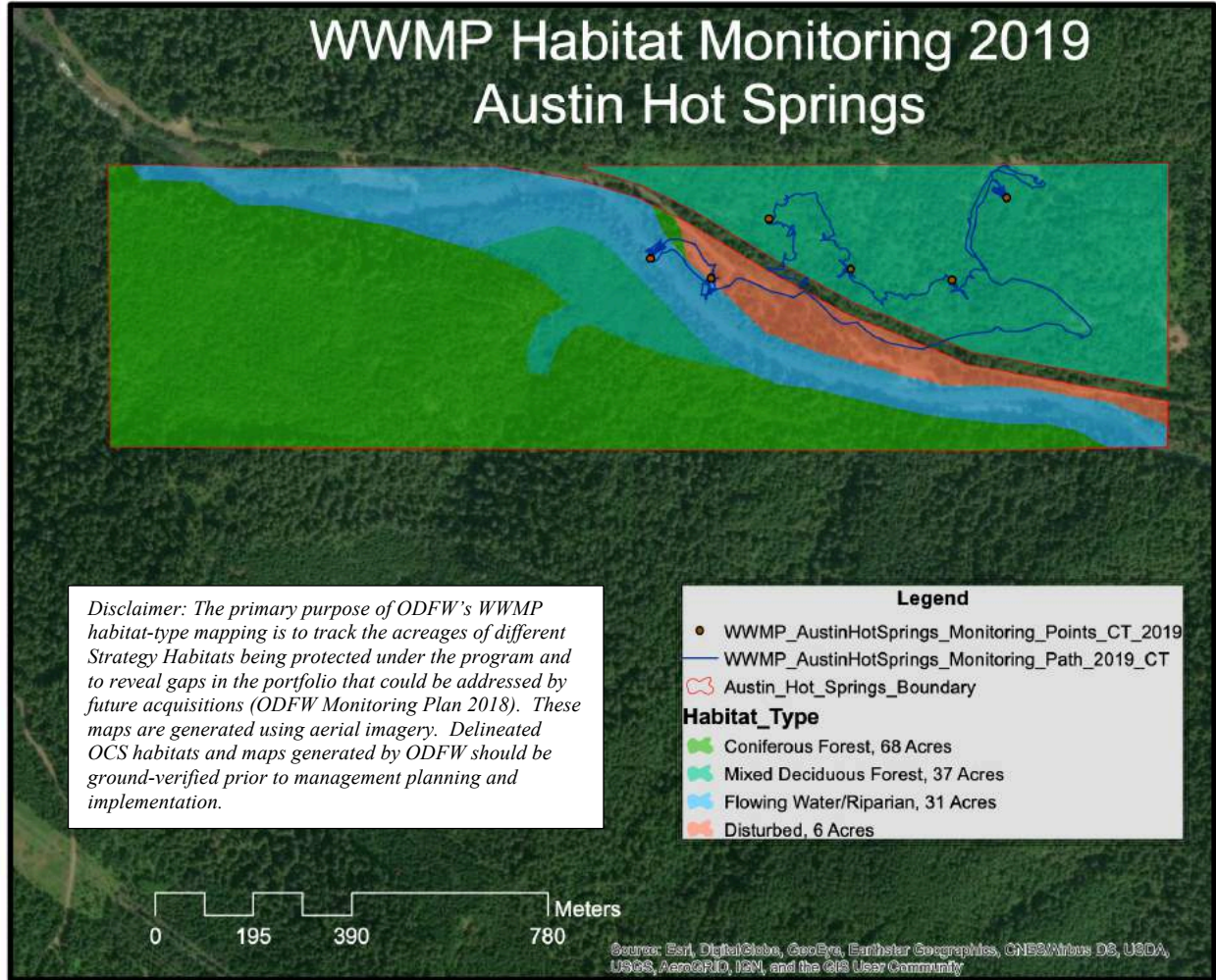


Figure 9. ODFW Habitat Survey Data Map

3.1.1 Flowing Water and Riparian Habitats (~16 acres)

There is approximately 0.9 mile of the mainstem Clackamas River on the Property with a narrow riparian zone. The south side of the river quickly transitions to upland forests. The riparian corridor on the north side of the river has been impacted by the former PGE campground. Since that time, the Property has suffered impacts from people who trespass to camp and recreate in the hot springs. This has affected the understory of the riparian area, introduced contaminants, and potentially reduced streambank stability. As compared to the north side, the riparian corridor on the south side of the river has been less impacted; however, substantial evidence of campfires, waste, and anthropogenic alterations to river hydrology related to hot springs use (e.g., rock pools/diversions) was found during the July 2019 site visit (Section 3.9).



Clackamas River near hot springs (July 2019)

There are several ESA-listed fish species (Section 3.4) and numerous other species that inhabit the Clackamas River. Though there are notable threats (see Section 3.9), the health of the river and its function in this stretch is relatively good, largely due to the upstream ownership within the National Forest and intact mature riparian habitat. The river is predominantly single channel through the Property, constrained by contact with hillslopes, old levees, and land use (FSR 46). Seeps and springs can be found throughout the site from the uplands down to the river. The Clackamas River and several unnamed creeks provide aquatic habitat for those species listed in Table 3-1 and 3-2.

3.1.2 Hot Springs (~0.3 acre, in-channel)

The hot springs on the Property play a significant role in the water quality, fish habitat, and ecological characteristics of the Clackamas River as well as being important to the CTWSRO for cultural reasons. There has not been any robust survey of the property to map all of the hot seeps or temperature data. To date, no water quality surveys have been completed. Water quality is likely affected by the large amount of human waste left behind both in the hot springs and on the floodplain (see Section 3.9). Trespassing on the Property for use of the hot springs has altered their ecological and cultural functions. Fish habitat has been altered by trespassers directing water toward a concreted side channel built on the southern side of the river. The section of river that contains the hot springs is somewhat constrained by minor, “informal” levees on both sides, which have been constructed to add cool water into the pools, and these have disconnected the river from its floodplain.

There are four known areas of hot springs on the property. The “parking lot springs” are hot water seeping out of the bed of the river along the north bank. These seeps have a large footprint and accommodate several individual pool sites comprised of rock walls to serve as dividers.



Figure 10. South side hot spring (#3) along river, with trespassers at island pools beyond the “ditch berm”

Directly across the river from the parking lot springs is an above ground hot spring seep that has developed a mineral deposit mound. These springs appear very hot, and are not utilized by trespassers. The thalweg of the river is near this spring which is probably challenging for pool creation, as the force of the river would quickly sweep away and deflecting construction.

About 350 feet upstream of the parking lot springs there is another soaking pool that is more commonly used when crowds exist. This hot spring #3 is much smaller than the parking lot springs (see Figure 10). This spring requires that trespassers wade or float across the river, which is dangerous, even at base flows in the summer (Figure 11). Most crossings are performed at the eastern boundary of the Property. Trespassers consistently have a rope tied between two trees to allow waders or small rafts to cross the river. In 2019, trespassers became stranded on the far side of the river while attempting a crossing. Emergency services were called in to assist.

South of hot spring #3 is a series of popular springs that are on the south side of the “island”. These springs have their temperatures regulated by a ditch fed by the river upstream creating this “island” (seen in the background of Figure 10). With the vegetation, and berm separation from the river, these are more private and quiet springs and less crowded because the river crossing requires either more daring or equipment to access.



Figure 11. Trespassers crossing the Clackamas River at the upper boundary of Austin Hot Springs Conservation Area. Also visible is the inlet wing of the ditch that feeds river water to the island hot springs.

3.1.3 Mixed Deciduous Forest (24 acres)

The mixed deciduous forest area includes a significant diversity of tree species and undergrowth that provides optimal habitat function for the Clackamas River. The makeup of this habitat includes Douglas fir (*Pseudotsuga menziesii*), red alder (*Alnus rubra*), western red cedar (*Thuja plicata*), bigleaf maple (*Acer macrophyllum*), hazel (*Corylus sp.*), and western hemlock (*Tsuga heterophylla*). Most of this forest cover is comprised of young age class trees.

3.1.4 Late Successional Mixed Conifer Forest (28 Acres) and Second/Third-Growth Mixed Conifer Forest (41 acres)

The Property includes significant diversity of trees and managed timber including OCS late-successional priority habitat. There is little invasive cover found in the understory of this habitat. The makeup of this habitat includes Douglas fir, red cedar, and western hemlock that range in age from 60 years to old-growth forest. When past Property owner George Heidgerken harvested timber in the mid-1980s, large sections of the Property were left intact because of the difficulty of harvesting those trees. This habitat is critical for birds of prey, neotropical songbirds, Roosevelt elk, black-tailed deer, and undocumented species



Second/third-growth mixed conifer forest by old logging road

that may be found on the site including northern spotted owl, sensitive bat species, and OCS amphibians (see Section 3.2). The ODFW survey identified Coniferous Forest and Mixed Deciduous Forest that overlap with much of this area, noting the same dominant conifer species (Douglas fir, red cedar, western hemlock) and identifying four primary deciduous species: bigleaf maple (*Acer macrophyllum*), hazel (*Corylus sp.*), red alder, and vine maple (*Acer circinatum*). Because of the lack of management in the past few decades, some thinning may be beneficial to reach optimal/historical condition for wildlife habitats and fuel reduction objectives. Section 4.2, Objective 6 includes the goals, objectives, and actions related to sustainable forest management on the Property.

3.2 Special Status, Focal, and Oregon Conservation Strategy Species

The Property's different habitats serve as a home for a variety of special status, focal, and OCS fish and wildlife species, as well as species important to the CTWSRO (Table 3-1). As described in Section 2.4, the diversity of habitats and fish and wildlife are the primary CV of the Property. Commonly seen species on the Property include Roosevelt elk and black-tailed deer, a variety of birds including an osprey nest located on the eastern edge of the Property, and juvenile salmon and steelhead rearing near the hot springs.

This is a new LMP, and the list in Table 3-1 includes all species noted in documentation for the Property to date, except for ESA-listed or candidate species. Table 3-2 in Section 3.4 lists ESA-listed or candidate species that may occur on the Property and benefit from the conservation easement.

Table 3-1. Special Status, Focal, and Oregon Conservation Strategy Species

Target Species (<i>Scientific Name</i>) ^{1/}	Status ^{2/}	Known to Occur	Unknown, but likely to occur
Fish and Wildlife			
American Beaver (<i>Castor canadensis</i>)	CE Focal		X
American Dipper (<i>Cinclus mexicanus</i>)	CE Focal	X	
Bald Eagle (<i>Haliaeetus leucocephalus</i>)	BGEPA; CE Focal		X
Band-tailed Pigeon (<i>Patagioenas fasciata</i>)	PIF (CBSD)		X
Black Bear (<i>Ursus americanus</i>)	CE Focal		X
Black-Headed Grosbeak (<i>Pheucticus melanocephalus</i>)	CE Focal		X
Black-tailed deer (<i>Odocoileus hemionus</i>)	CE Focal		X
Bobcat (<i>Lynx rufus</i>)	CE Focal		X
Brown Creeper (<i>Certhia Americana</i>)	CE Focal		X
Coastal Cutthroat (<i>Oncorhynchus clarki clarki</i>)	FSC, SS, OCS		
Cougar (<i>Puma concolor</i>)	CE Focal		X
Downy Woodpecker (<i>Picoides pubescens</i>)	CE Focal		X
Long-eared Myotis (<i>Myotis evotis</i>)	CE Focal		X
Long-legged Myotis (<i>Myotis volans</i>)	FSC, SS, OCS		X
Mountain Quail (<i>Oreortyx pictus</i>)	SS, OCS, PIF (Watch List)		X
Northern Flicker (<i>Colaptes auratus</i>)	CE Focal	X	
Northern Goshawk (<i>Accipiter gentilis atricapillus</i>)	FSC, SS, OCS		X
Northern Red Legged Frog (<i>Rana aurora</i>)	FSC, SS, OCS		X
Osprey (<i>Pandion haliaetus</i>)	MBTA, NPW	X	
Pacific Lamprey (<i>Entosphenus tridentatus</i>)	SS, OCS		X
Peregrine Falcon (<i>Falco peregrinus antum</i>)	SS, OCS		X
Pileated Woodpecker (<i>Dryocopus pileatus</i>)	SS, OCS		X
Roosevelt Elk (<i>Cervus canadensis roosevelti</i>)	CE Focal		X
Ruffed Grouse (<i>Bonasa umbellus</i>)	CE Focal		X
Rufous Hummingbird (<i>Selasphorus rufus</i>)	PIF (Watch List)		X
Slender-billed (white-breasted) Nuthatch (<i>Sitta carolinensis aculeata</i>)	SS, OCS		X
Varied Thrush (<i>Ixoreus naevius</i>)	PIF (CBSD)		X
Western Tanager (<i>Piranga ludoviciana</i>)	CE Focal		X
Western Toad (<i>Anaxyrus boreas</i>)	SS, OCS		X
Plants			
Crawling Blackberry (<i>Rubus ursinus</i>)	CE Focal		X
Elderberry (<i>Sambucus sp.</i>)	CE Focal		X
Hazel (<i>Corylus sp.</i>)	CE Focal		X
Huckleberry (<i>Vaccinium sp.</i>)	CE Focal		X

Table 3-1. Special Status, Focal, and Oregon Conservation Strategy Species (continued)

Target Species (<i>Scientific Name</i>) ^{1/}	Status ^{2/}	Known to Occur	Unknown, but likely to occur
Oregon Grape (<i>Mahonia aquifolium</i>)	CE Focal	X	
Red Alder (<i>Alnus rubra</i>)	CE Focal	X	
Red Cedar (<i>Thuja plicata</i>)	CE Focal	X	
Willow (<i>Salix sp.</i>)	CE Focal		X

1/ Information from CTWSRO 2014, CTWSRO 2017, and the conservation easement (Appendix A)

2/ BGEPA = Bald and Golden Eagle Protection Act (16 U.S.C. Section 668); CE Focal = Species likely to benefit from conservation easement, no other status; MBTA = Migratory Bird Treaty Act (16 U.S.C. Sections 703-712); NPW = Nongame Protected Wildlife, per Oregon Administrative Rule 635-044-0130; OCS = Oregon Conservation Strategy species; PIF = Partners in Flight, either Watch List or CBSD (Common Birds in Steep Decline) (Partners in Flight 2019); SS = State Sensitive

3.3 Invasive Species

Invasive plant species are not a significant issue on the Property, with cover estimated at approximately 5 to 10 percent. Invasive species are concentrated along roadways (i.e., FSR 46) and in disturbed areas within the riparian corridor near the hot springs. Most common invasive species include Himalayan blackberry (*Rubus armeniacus*), Scotch broom (*Cytisus scoparius*), and English hawthorn (*Crataegus monogyna*). ODFW also noted invasive grasses in the disturbed unauthorized camping area. The continuous trespassing has suppressed the spread of weeds, as well as other vegetation from the soil compaction of parking, roads, and other travel zones near the hot springs. If some of the projects planned are successful in reducing trespass, weeds will likely become a larger problem on the Property for a period of time. These invasive species will be controlled as needed, and any invasive grasses will be removed and native grasses will be planted.

3.4 ESA-Listed or Candidate Species

There are several known listed species on the Property, including ESA-listed runs of Chinook and coho salmon (*Oncorhynchus kisutch*), steelhead, and bull trout, as well as the Oregon spotted frog (Table 3-2). The fish species utilize the Clackamas River and go through the Property annually. This portion of the Clackamas River is part of the designated critical habitat for Chinook and Coho salmon, as well as steelhead (81 Federal Register [FR] 9251; 70 FR 52630). Bull trout have been recently re-introduced to the Clackamas River, and juvenile fish rearing has been documented near the hot springs (CTWSRO 2017).

While not currently documented on the Property, northern spotted owls have been identified on neighboring Mt. Hood National Forest land could be present. Red tree voles are unlikely due to both range and recently logging activity of the property. The late-successional mixed conifer habitat on the Property provides potential habitat for both species that is now protected in perpetuity.

Table 3-2. ESA-Listed or Candidate Species

Target Species (<i>Scientific Name</i>) ^{1/}	ESA Status	Known to Occur	Unknown, but likely to occur
Fish			
Bull trout (<i>Salvelinus confluentus</i>)	Threatened ^{2/}		X
Chinook salmon (<i>Oncorhynchus tshawytscha</i>)	Threatened		X
Coho salmon (Lower Columbia SMU) (<i>Oncorhynchus kisutch</i>)	Threatened		X
Steelhead (<i>Oncorhynchus mykiss</i>)	Threatened		X
Wildlife			
Oregon spotted frog (<i>Rana pretiosa</i>)	Threatened		
Northern Spotted Owl (<i>Strix occidentalis caurina</i>)	Threatened		X
Red Tree Vole (<i>Arborimus longicaudus</i>)	Candidate		

1/ Information from CTWSRO 2014, CTWSRO 2017, and the conservation easement (Appendix A).

2/ Bull trout in the Clackamas River are part of a non-essential experimental population (NEP) reintroduced by the U.S. Fish and Wildlife Service (USFWS). The final rule under section 10(j) of the ESA specifies that “take” of bull trout in this NEP, defined as “to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or attempt to engage in any such conduct,” is allowed provided that the take is unintentional, not due to negligent conduct, or is consistent with State fishing regulations that have been coordinated with USFWS (USFWS 2011).

3.5 Hydrologic Considerations

Restoring more natural hydrologic conditions along the Clackamas River corridor will be an important component of Property management to achieve desired future conditions, as discussed in Section 4.1. Restoration actions will improve the riparian area and monitoring with photo points will take place to ensure improvements are being made. The Property is located outside of the Federal Emergency Management Agency flood hazard zone (Tyler Woods Appraisal Services 2017).

To date, no soil survey is known to have been completed on the Property, and there is no Natural Resources Conservation Service soil data available for the Property. Soil information would be needed to support completion of a forest stewardship plan to inform appropriate areas for thinning/sustainable harvest.

3.6 Historical, Cultural Resources, and Traditional Use Resources

The geographical and topographical aspects of the area have assisted in keeping this region similar to what it was 10,000 years ago. Members of what are now the CTWSRO would travel through the Clackamas Basin along the river to access the Willamette Valley. The rich fish and wildlife resources, water, seeps, and hot springs of this region were all utilized by tribal members for religious purposes, food resources, tool building, and basket weaving (CTWSRO 2017).

The Property has specific cultural significance to the CTWSRO. The site contains several culturally significant species of plants and wildlife (Tables 3-1 and 3-2), and the hot springs were used historically by tribal members. Hot springs are of significant importance to Tribes both

functionally and religiously. Tribal members used hot springs for cleansing, religious ceremonies, tool formation, game cleaning, and numerous other functions (CTWSRO 2014).

This historical and cultural context highlights the importance of managing the Property to avoid further degradation from trespassing (see Section 3.9). There is also an opportunity to share information about the importance of the Property through educational signs off of FSR 46 near the hot springs (see Section 4.1).

3.7 Public Access

Currently, public access is not allowed in the conservation easement area, and the CTWSRO has posted no-trespassing signs in multiple locations along the Property bordering FSR 46. Only CTWSRO members and staff are permitted on the Property. Even with no-trespassing signs, the portion of the Property with the hot springs remains a popular soaking and camping destination for trespassers. As described in Section 2.7, in August 2019 the CTWSRO reinforced and installed new barriers to access at four main entry points to the Property near the hot springs, which lasted less than 2 weeks before being removed by trespassers.

Unlawful activities pose both health and safety risks to the public and threats to the Conservation Values of the Property. Section 3.9 provides additional information regarding recent trespassing and introduces the CTWSRO's goal of preventing general public access. Section 4 of this LMP includes proposed actions for developing internal rules and processes for future CTWSRO use of the Property, and for controlling public access with the CTWSRO's current and potential management partners in this effort.

The intent is for the Property to remain closed to the public for the duration of the plan (2031). Most management actions will be focused on deterring ongoing trespass issues and mitigating those impacts from past and ongoing trespass. Tribal member access is important to establish but is planned several years out to give time for trespass solutions to take effect. Requests for Property tours will be evaluated by Tribal staff for supervised visitation.

3.8 Fire History and Planned Burns

The Property is in an area of Clackamas County considered to have an overall moderate risk of fire when all criteria are included, but high risk when specifically considering historic fire occurrence and ignition risk (Clackamas County 2005). There have been no recent wildfires or planned burns on the Property, and no planned burns are proposed as part of Property management. Illegal campfires by trespassing recreationists pose a substantial fire risk (Section 3.9), which is one of the reasons to prohibit public access to the Property. More frequent and/or intense fires due to shifts in temperature and precipitation from climate change also pose a risk to the Property (Section 3.9). The Riverside fire burned a large portion of the watershed a few miles below the Property boundary in 2020.

3.9 Threats

The primary threats to the CVs of the Property include habitat degradation and safety risks from public trespass, and the impacts of long-term climate change. The nature of these threats, and general plans to abate them, are introduced below; further detail on proposed actions is provided in Section 4.1.



Figure 12. Photo Group A: Trash, Dumping, Abandoned Vehicles, Illegal Camping. These abandoned RVs were removed in 2020.

3.9.1 Public Trespass

The history of public trespassing on the Property has heavily impacted the riparian corridor and the Clackamas River in the vicinity of the hot springs. While the former campground area was already disturbed by prior clearing, the disturbed land area has spread and now also includes widespread trash and dumping, human waste, evidence of drug use, and abandoned recreational vehicles. Continuous illegal camping brings additional occupied cars on the north side of the river, and dispersed campsites with campfires on both the north and south banks. There have been reports of 80 to 100 people on summer weekends. In heavy snow conditions during the winter, people have also accessed the Property on snowmobiles, which can bypass barriers covered under snow.

Photo Groups A and B (Figure 12 and Figure 13) provide a sampling of evidence found during a site visit in July 2019. Photo Group A shows trash, dumping, two broken-down abandoned RVs, and ongoing illegal camping along the south side of the river near the hot springs. Photo Group B includes example campfire remains on the north side (left photo) and along the levee on the south side of the river (right photo), referred to as the “Island Site” in the Property’s baseline report (CTWSRO 2017). People visiting the hot springs have also altered in-stream habitat by using river rock to build improvised pools and water diversions.



Figure 13. Photo Group B: Illegal campfires at campground and along the ditch berm on the south side of the river.

Photo Group C (see Figure 14) shows two examples of pool building in the top row images (including carpet or blanket material left in the river in the top left image), and the bottom left image shows a water diversion on the south side used to cool hot springs water for soaking. The bottom right photo in Group C is an additional example of makeshift construction on the Property, where dirt and rock were used as rough fill to create an additional drive-in access point from FSR 46.

Taken together, the variety of impacts from public trespass pose a significant threat to the health and safety of not only the habitat and associated fish and wildlife on the Property, but neighboring National Forest land and the surrounding region as well. For example, illegal campfires that may not be properly extinguished present a high fire risk. According to fire statistics from ODF for Clackamas County, from 2010 through August 18, 2019, recreationists were cited as the general cause for approximately 86 percent of the nearly 6,400 acres total burned in that timeframe (ODF 2019). Trash and human waste also contaminate the river, which then travels downstream, affecting a larger area of critical fish habitat for ESA-listed species (identified in Section 3.4).



Figure 14. Photo Group C: Improvised River and Roadway Alterations

The hot springs also pose a safety risk to the people visiting the Property. As noted earlier, there have been cases of serious burns when the springs released sudden bursts of water up to 200 degrees Fahrenheit (CTWSRO 2017). Underlining the seriousness of this risk, there was a recent fatality at the Property, discovered in August 2019 (pers. comm. from Brian Cochran, August 23, 2019). While the cause of death reported was a cardiac event, the incident reinforces that the most appropriate course of action is to block general public access. The tribe could be held liable by

individuals experiencing injuries such as severe burns if public access is authorized. The determination shown by the general public to use the hot springs means that substantial intervention will be required. Gates and signs have been ignored or removed in the past, and recent efforts at garbage clean-up have shown that the trash returns within weeks. As presented in Section 2.7, the CTWSRO has taken interim steps to reinforce barriers to vehicles accessing the Property; however, those were also breached within a short time.

To more effectively prevent trespassing, the CTWSRO intends to work with partners to fully restore the Clackamas River riparian corridor to improve the function and health of the river while also effectively precluding public use. This effort will include steps such as vehicular and pedestrian access control, clearing of camping areas, signage, working with law enforcement, levee removal, engineered log jam installation, and side-channel restoration in a manner that removes the current attraction to the hot springs. Additional steps are discussed further in Section 4.1 – Desired Future Conditions, Goals, and Objectives. If post-restoration monitoring indicates that the closure strategy is not working as intended, the CTWSRO may reconsider a form of limited, non-motorized access to the Property, if determined feasible, with input from management partners (see Section 4.5 – Evaluation and Monitoring).

3.9.2 Climate Change

According to the most recent Oregon Climate Assessment Report, the Willamette Valley and eastern Oregon will see the largest increases in fire risk by mid-century and summer flows may be reduced by as much as 50 percent in some basins (Mote et al. 2019). Drought stress in forests from lower soil moisture in the summer can affect timber productivity (Mote et al. 2019). Each of these stressors could harm the CVs of the Property. Managing the forested habitats for resilience to climate change is an important component of this LMP, which may include sustainable thinning and fuels reduction to support growth of larger trees and reduce the potential for catastrophic burning (see Section 4.1). Restoring the riparian and aquatic habitat to a more natural state has the dual benefit of deterring trespass as described above and giving the river its best chance at supporting ESA-listed fish species through future low summer flows.

4. GOALS, OBJECTIVES, AND ACTIONS

4.1 Projects Identified

In the four years of ownership, a number of projects have been identified to address both trespass and riparian and aquatic habitat recovery. Some of the failed work spent on barring access has shown how thorough future project work needs to be. All of these projects relate to the hot springs zone of the Property.

- Access Prevention work – Using stewardship funding, contract with an excavator to rip all roads, camping, and parking zones to make the Property unpassable to vehicles and difficult for pedestrian access. Project include native plant seeding.

- USFS Road Parking Removal – work with Mt. Hood National Forest to install guard rails along all of the roadside parking areas along and adjacent to the Property. This work may utilize stewardship funds to pay for guard rails.
- Clackamas River log jam and riparian restoration Project – With grant funding, obtain a design to create a large log jam on the river that raises the water table to submerge the lower, easiest-accessible hot springs under deeper, colder water removing the attraction to trespassers as well as creating pool and instream habitat. Enhance the former campground area with vegetation treatments, side channel work and a fence to keep out impacts to the sensitive site.
- Tribal Access Improvements – Repair the gate that accesses the Property road on the north side of the USFS road to allow parking for Tribal members to access an upper hot spring and the property for cultural purposes. The gate is currently locked with a vandal-proof lock and is rusted closed. Included in this project is construction of an information board and a vault-toilet for sanitary purposes with some understanding that we will continue to have pedestrian access to the hot springs regardless of how parking and access is controlled because of the presence of the Clackamas River Road (FSR 46). If the gate was accessible, the access road on the Property would be able to be accessed by staff to easier access the property.
- Although not in the scope of this LMP, if the above projects are negated repeatedly by continued trespassing, the Tribes may have to consider site development options in order to maintain habitat. This would involve an access fee model to pay for management, on-site manager, or combination of the two in order to manage access on a daily basis.

These projects are all listed in the Objective and actions sections.

4.2 Desired Future Conditions, Goals, and Objectives

The following sections describe the desired future conditions, goals, and SMART objectives for the Property, starting with those applicable Property-wide followed by the relevant goals and objectives for each habitat type. CTWSRO intends to manage the property first and foremost for conservation and preservation of the existing habitat types and fish and wildlife present on the property. Desired future conditions include restoration and maintenance of the disturbed old camping ground portion of the property and the stretch of stream degraded by public trespassing and maintenance and enhancement of the habitat that occurs on the rest of the property.

4.2.1 Property-Wide Goals and Objectives

Table 4-1 below sets out the goals and objectives applicable to the entire Property, referencing actions for specific habitats as applicable to the Property-wide objective.

Table 4-1. Desired Future Conditions, Goals and Objectives, and Actions Applicable Property-Wide

Goals, Objectives, and Actions	Timeframe	Season
Goal 1: Manage Property on a self-sustaining basis to maintain and enhance Conservation Values		
Objective 1a: Implement public access management rules and actions within three years of 2021.	2021-2031	All
Action 1.a.1 – Develop public access rules for the Property (e.g., non-motorized public access only, limited to existing trail and road network; does not include hot springs/restoration area). Public access rules shall support CTWSRO treaty rights and all Conservation Values for the Property and be consistent with the conservation easement.	2021-2022	All
Action 1.a.2 – Add or replace no-trespassing and health-hazard signs along FSR 46 and the perimeter of the Property no more than 500 feet apart.	2021-2021	Fall, Spring, Summer
Action 1.a.3 – Implement the riparian corridor actions as outlined in Table 4-2.	2021-2023	Fall, Spring, Summer
Action 1.a.4 – Conduct seasonal monitoring (or more frequent as indicated in Table 4-2) to identify and address future public access issues. If monitoring indicates a significant change in strategy is required, the LMP will be updated for review and approval.	2022-2031	Spring, Summer, Fall
Objective 1b: Develop and implement a long-term funding strategy for the Property that fully offsets the cost of LMP implementation.	2021-2031	All
Action 1.b.1 – Identify and apply to specific funding opportunities, including but not limited to the organizations identified in Section 4.2 of this LMP.	2021-2023; future as-needed	All
Action 1.b.2 – Develop a forest stewardship plan per the habitat-specific goals and objectives in Table 4-4.	2028-2031	All
Goal 2: Protect CTWSRO ability to exercise treaty rights and access culturally-significant resources		
Objective 2a: Update LMP within five years based on culturally-significant and treaty rights-protected resources on the Property.	2024-2025	All
Action 2.a.1 – Identify, document, and map locations and seasons of historical and current culturally-significant resources and resource gathering on the Property.	2021-2023	All
Action 2.a.2 – Develop tribal access rules (see Objective 1a) to protect CTWSRO resource gathering at the locations and times identified in Action 2.a.1, including future access to the hot springs. At least until site restoration per Table 4-2 is completed, tribal access to the river corridor will be allowed based on CTWSRO-member special request or by CTWSRO staff-guided tours.	2022-2023	All
Action 2.a.3 – Identify if culturally-significant resources would benefit from restoration actions and, if needed, develop restoration plans for those resources.	2021-2023	All
Action 2.a.4 – Update LMP with results of resource documentation and restoration planning.	2023-2025	All
Objective 2b: Develop and implement communication about CTWSRO use of the Property, with CTWSRO cultural committee review and approval. Continue outreach for the life of the LMP.	2021-2050	All
Action 2.b.1 – Add informational signs about the history and importance of CTWSRO use of the Property all possible access points on the north and south sides of FSR 46.	2023-2024	Fall, Spring, Summer
Action 2.b.2 – Communicate to members of the CTWSRO their rights and responsibilities for conducting traditional activities on the Property.	2021-2024+	All

Table 4-1. Desired Future Conditions, Goals and Objectives, and Actions Applicable Property-Wide (continued)

Goals, Objectives, and Actions	Timeframe	Season
Action 2.b.3 – Communicate with management partners (see Section 4.4) regarding the ongoing exercise of treaty rights on the Property and its consistency with the Conservation Values.	2021-2022+	All
Goal 3: Improve and reconcile documentation of existing conditions on the Property among management partners.		
Objective 3a: Update the inventory of fish and wildlife species known or likely to be present on the Property within five years.		
Action 3.a.1 – Conduct updated desktop search based on most recently available data for historical and current species’ ranges.	2021-2026	All
Action 3.a.2 – Utilize oral histories and other cultural resources information to identify additional known or likely historical species presence.	2025-2026	All
Action 3.a.3 – Update LMP with desktop and field survey findings for historical and current fish and wildlife species.	2026	All
Objective 3b: Create updated habitat type GIS dataset (polygon areas) and map for use by the CTWSRO, and other management partners/contractors by 2023 or sooner		
Action 3.b.1 – Review habitat methodology and develop preliminary desktop habitat typing for field verification. Take existing CTWSRO baseline and ODFW mapping (LMP Section 3.1), as well as 2017 timber cruise (Witler 2017) information into consideration as appropriate.	2021-2023	All
Action 3.b.2 – Conduct field surveys to confirm or modify preliminary desktop habitat areas. Flag late-successional forest habitat boundary in the field to extent accessible by foot.	2021-2023	Summer
Action 3.b.3 – Update LMP with results of habitat data development, including joint protocol with ODFW for data storage, maintenance, and future revisions.	2029-2031	All

4.2.2 Flowing Water and Riparian Habitats

Table 4-2 provides the desired future conditions, goals and objectives, and actions to restore the OCS Flowing Water and Riparian Habitats on the Property. Vehicle and pedestrian access control measures are informed by access management criteria documents including the USFS’s *A Guide for Road Closure and Obliteration* (USFS 1996), ODF’s *Forest Roads Manual* (ODF 2000), the Oregon Forest Resources Institute’s *Oregon’s Forest Protection Laws* (OFRI 2018), and Pacific Watershed Associates’ *Handbook for Forest, Ranch, and Rural Roads* (PWA 2015). Consistent with Goal 2 of this LMP (Table 4-1), all public trespass control measures are intended to prevent general public access to the Property, not to preclude CTWSRO-member use as per Objectives 2a and 2b.

Table 4-2. Desired Future Conditions, Goals and Objectives, and Actions for Flowing Water and Riparian Habitats

Goals, Objectives, and Actions	Timeframe	Season
Goal 4: Restore the Clackamas River and riparian habitat to more natural, functional condition, consistent with the Clackamas Partnership Strategic Restoration Action Plan (2018), WSR status, and ESA Critical Habitat designation.		
Objective 4a: Inhibit public trespassing in the river corridor, targeting 80% reduction in trespassing (as measured by garbage/vehicles) within one year.	2021-2031	All
Action 4.a.1 – Add larger, secured signage with CTWSRO, BPA, ODFW and other management partners clearly identified that explain safety risk of hot springs, as well as historical significance of the Property (Objective 2b), restoration goals, and environmental damage caused by trespassing/illegal dumping and campfires. Additionally replace and/or add multiple no trespassing, road closure, and no parking signs throughout the FSR 46 corridor. Work with sheriff’s office exclusion program and continue using security cameras to catch trespassers.	2021-2022+	Spring, Summer
Action 4.a.2– Following a cultural survey and clearances, obliterate dirt roads/camping areas along the river. Obliteration entails mechanically ripping compacted soil/dirt, create a topography of small pits and mounds, removing any concrete debris/legacies of past development/old signage, construction of significant non-drivable features, removal of access points, and adding large boulders/logs where necessary. This action is intended to make the area in accessible and impassable by any vehicles. Seed project area of disturbance with native seed. Maintain as needed.	2021-2022+	Spring, Summer
Action 4.a.3 – Remove/obliterate road-side pullouts along FSR 46 within the Property boundaries, in partnership with USFS, by adding guard rails, large boulders, vegetation, etc. to prevent parking close to the hot springs.	2021-2023	Spring, Summer
Action 4.a.4 – Coordinate with USFS about removal/obliterate road-side pullouts along FSR 46 beyond the Property but within two miles of the Property boundaries in both directions, by adding guard rails, large boulders, vegetation, etc. to prevent roadside parking close to the hot springs to reduce trespassing potential, where acceptable and practical to the USFS.	2022-2025	Spring, Summer
Action 4.a.5 – Clean up existing trash and debris in riparian zones in preparation for earthwork. Contract with a towing company as-needed to remove parked or abandoned vehicles.	2021-2031	Spring, Summer, Fall
Action 4.a.7 – Assess prevalence of winter use via snowmobile to evaluate further actions needed to prevent access under snow conditions.	2021-2023+	Winter
Action 4.a.8– Maintain trespass deterrents as required with ongoing maintenance contracts.	2022-2031	Spring, Summer, Fall
Action 4.a.9 - Repair locked gate on North side of FSR 46 to provide administrative access and future access to Tribal members	2026 -2028	Summer
Action 4.a.10 – Address hot springs past developed features on south side of river (“Island” area) by removing features to all but one pool for future Tribal member access. Project design may be needed to complete in order to permit the removal of concrete features and machine access.	2026-2028	Spring, Summer, Fall
Action 4.a.11 – Construct a vault toilet near hot springs to support Tribal member access to the site or consider short-term portable toilet rental, depending on level of ongoing trespass at the site.	2026-2029	Summer
Objective 4b: Complete initial riparian habitat improvements on north side of the river where there have been trespassing impacts, targeting 90% planting coverage of open disturbed ground within one year.	2022-2023	Spring, Fall
Action 4.b.1 - Following access control actions under Objective 4a, identify all areas of open disturbed ground and replant native vegetation wherever potentially viable.	2021-2023	Spring, Fall
Objective 4c: Reduce future public trespassing in the river corridor for the duration of the LMP, targeting 100% avoidance of vehicle trespass and 80% avoidance of pedestrian trespassing.	2021-2031+	All

Goals, Objectives, and Actions	Timeframe	Season
Action 4.c.1 – Check publicly-available database maps, such as Google, Apple, and Bing, USFWS, and many others, to identify where Austin Hot Springs is currently listed, and formally request the Property be removed from such databases, with ongoing repeat checks and management.	2021-2031	All
Action 4.c.2 – Work with Clackamas County Sheriff and Mt. Hood National Forest to increase law enforcement visibility to deter use as ongoing management. Implement weekly checks by officers to enforce no-trespassing and report issues to the CTWSRO. The CTWSRO and partners may reconsider the frequency of checks after all actions under Objective 4a are completed.	2021-2031	All
Action 4.c.3 – Contract with a towing company and clean-up services as-needed to remove illegally parked or abandoned vehicles, dumped or abandoned debris and property, and replace or repair physical access controls if removed or damaged.	2021-2031	All

Table 4-2. Desired Future Conditions, Goals and Objectives, and Actions for Flowing Water and Riparian Habitats (continued)

Goals, Objectives, and Actions	Timeframe	Season
Objective 4d: Restore natural mainstem conditions along the 0.9-mile Clackamas River reach through the Property by 2024 to increase water depth and in-stream habitat complexity, support natural geomorphic functions, support fish migration, and deter public use.	2021-2024	All
Action 4.d.1 – Develop engineering plans for mainstem and riparian restoration work, avoiding adverse effects to existing infrastructure such as FSR 46 and the FSR 63 bridge that crosses the Clackamas River approximately 3 to 3.5 river miles downstream from where restoration would occur.	2021-2024	All
Action 4.d.2 – In accordance with Action 4.a.10, remove levee features and associated past developments (concrete) on south side of the river, as well as on the north side if compatible with riparian habitat protection.	2021-2024	Summer
Action 4.d.3 – Remove in-channel artificial pool structures, concrete remnants/structures, and ad-hoc water diversions.	2022-2024	Summer
Action 4.d.4 – Following permitting and consultation, add large channel-spanning woody debris structure at the lower hot spring site, engineered with large log and boulder ballast to fully backwater over the lower hot springs zone to approximately two foot depth. Any disturbance to the project site for staging and access will be returned to inaccessible conditions following project work.	2022-2024	Summer
Action 4.d.5 – Restore riparian area of the former campground area by de-compacting soils, creating side channels and wet riparian zone, re-vegetate with native trees and shrubs, and fence for at least a 5-year period to removing impacts from trespass.	2022-2024	Summer
Objective 4e: Maintain restored river/riparian conditions for long-term site improvement, targeting a minimum 80% survival rate for plantings and full retention of installed LWD.	2022-2031	All
Action 4.e.1 – Annually monitor plantings, floodplain, and installed in-stream LWD to assess ongoing function and habitat values.	2022-2031	Spring, Summer
Action 4.e.2 – Replant vegetation as appropriate if plantings not at least 80% successful after two growing seasons.	2023-2031	Spring, Fall
Action 4.e.3 – If monitoring indicates a significant change in strategy is required, the LMP will be updated for review and approval.	2023-2031	All

4.2.3 Late-Successional Mixed Conifer Forest

Table 4-3 provides the desired future conditions, goals and objectives, and actions to maintain and restore the OCS Late-Successional Mixed Conifer Habitat on the Property.

Table 4-3. Desired Future Conditions, Goals and Objectives, and Actions for Late-Successional Mixed Conifer Habitat

Goals, Objectives, and Actions	Timeframe	Season
Goal 5: Maintain and enhance late-successional mixed conifer habitat to historic conditions		
Objective 5: Retain 28 acres of late-successional mixed conifer habitat.	2024-2031	All
Action 5.1 – If the result of Action 3.b.2 (Table 4-1) indicates the current late-successional mixed conifer habitat is less than 28 acres, ensure second/third-growth mixed conifer forest will develop into late successional-mixed conifer and adjust habitat map.	2023-2024	All
Action 5.2 – Conduct special-status plant and wildlife survey to identify any ESA-listed species within the target late-successional habitat area delineated in Action 5.1 above.	2025-2026	Summer

Goals, Objectives, and Actions	Timeframe	Season
Action 5.3 – Collect forest stand data, with focus on fuels reduction, for developing a forest management plan by 2031.	2028-2031	All

4.2.4 Second/Third-Growth Mixed Conifer Forest

Table 4-4 provides the desired future conditions, goals and objectives, and actions to manage the second/third-growth mixed conifer forest on the Property. Per the results of the timber cruise (Witler 2017), a sustainable timber harvest will likely be most economical in about 30 years (approximately 2047 at the earliest). The below objective and actions are therefore timed to produce a forest stewardship plan with updated data that will be applicable to harvest planning and implementation at that future point.

Table 4-4. Desired Future Conditions, Goals and Objectives, and Actions for Second/Third-Growth Mixed Conifer Habitat

Goals, Objectives, and Actions	Timeframe	Season
Goal 6: Maintain second/third growth mixed conifer habitat to historic conditions		
Objective 6: Maintain second/third growth mixed conifer habitat.	2024-2031	All
Action 6.1 – Conduct special-status plant and wildlife survey to identify any ESA-listed species within the target I habitat area delineated in Action 5.1 above.	2025-2026	Summer
Action 6.2 – Collect forest stand data, with focus on fuels reduction, for developing a forest management plan by 2031.	2028-2031	All

4.3 Past and Planned Restoration Funding

The CTWSRO is the first restoration-minded owner of the Property in roughly 100 years. With the September 2017 acquisition and conservation easement, BPA allocated \$247,092 as stewardship funding for the Property. To date, these funds remain available to carry out the maintenance actions identified in Section 4.1.

It is anticipated that additional funds will be needed to fully achieve the goals and objectives of this LMP. As income generating activities are unlikely to be implemented on the Property for approximately 30 years (see Section 4.6 below), CTWSRO will apply for funding opportunities through the Clackamas River Basin Council, Oregon Watershed Enhancement Board, PGE, and/or others as applicable.

4.4 Conservation Programs

None of the Property is historically, currently, or planned to be enrolled in additional conservation programs.

4.5 Management Partners

In addition to BPA, current and potential management partners include the following:

- Clackamas County Sheriff: Public access control
- Clackamas River Basin Council: Technical assistance, education/outreach, restoration assistance

- Clackamas Soil and Water Conservation District: Technical and restoration assistance
- Mt. Hood National Forest: Technical assistance, fish surveys, management plan input, USFS enforcement (public access control), FSR 46 easement control
- ODFW: WWMP habitat monitoring assistance/management plan input
- PGE: Former landowner, area stakeholder
- U.S. Fish and Wildlife Service (USFWS): Technical assistance and fish surveys
- Others to be determined as needed

4.6 Evaluation and Monitoring

The Conservation Values of the Austin Hot Springs Conservation Area will be monitored as scheduled in Table 4-5 and managed based on the data collected. The Strategy Habitats identified in the Oregon Conservation Strategy (OCS, 2016) will be monitored biennially beginning in 2022 and occur in 2024, 2026, 2028, and 2030 to maintain and monitor desired conditions. The following target species, which are also culturally significant species, will be monitored every three years beginning in 2022 and occurring in 2025, 2028, and continue every three years until a new LMP establishes a monitoring schedule. The following table illustrates this timeline.

Type of Conservation Value		Monitoring Schedule	
Strategy Habitat	Target Species	Timing of Monitoring	Type of Monitoring
Late Successional Mixed Conifer Forest	-	Biennial (2022, 24, 26, 28, 30)	Habitat Mapping, Photopoints
Riparian Habitats	-	Biennial (2022, 24, 26, 28, 30)	Habitat Mapping, Photopoints
Seeps and Springs	-	Biennial (2022, 24, 26, 28, 30)	Habitat Mapping, survey
Instream Habitat	-	Biennial (2022, 24, 26, 28, 30)	Habitat Mapping, Photopoints
Riparian Habitats	Osprey	Every three years (2022, 25, 28)	Presence survey
Late Successional Mixed Conifer Forest	Band-tailed Pigeon	Every three years (2022, 25, 28)	Presence survey
Riparian/Instream Habitats	American Dipper	Every three years (2022, 25, 28)	Presence survey
Riparian Habitats	Oregon Spotted Frog	Every three years (2022, 25, 28)	Presence survey
Late Successional Mixed Conifer Forest	Black Bear	Every three years (2022, 25, 28)	Presence survey
Late Successional Mixed Conifer Forest	Roosevelt Elk	Every three years (2022, 25, 28)	Presence survey
Late Successional Mixed Conifer Forest	Black-tailed Deer	Every three years (2022, 25, 28)	Presence survey

Table 4-5. Austin Hot Springs Conservation Values Monitoring Timeline

Photopoint stations will be established by 2022 randomly in the various habitat cover types. Efforts to establish photopoint monitoring stations in 2021 will be attempted to jumpstart installation and preliminary photo collection, including pre-fortification of the site access around

hot springs. For the portion of the Property near the hot springs, if monitoring indicates that the public closure strategy set forth in this LMP is not working as intended, the CTWSRO may reconsider a form of limited, non-motorized general public access to the Property. Such a shift in strategy would be discussed with management partners to evaluate feasibility and protective measures needed to support the Conservation Values of the Property.

4.7 Income Generating Activities

Currently, the only planned income-generating activity is future sustainable timber harvest for conservation enhancement and revenue. As noted in Section 4.1.4, the timber appraisal (Witler 2017) indicated it would be most economical to harvest in about 30 years (approximately 2047 at the earliest). Future harvest will be conducted following a forest management plan by a professional forestry company, as required under the conservation easement (Table 5-1) and included in Table 4-4 above for second/third-growth mixed-conifer habitat.

Options for charging entrance fees for the property were considered, but considering the damage, death, and long-term health risks, along with the need for restoring the cultural and ecological values to the CTWSRO, a fee-based system was not selected as the preferred management approach. As noted above, if the closure strategy set forth in this LMP is not working as intended, the CTWSRO may reconsider a form of limited, non-motorized access to the Property, which may include charging entrance fees.

5. EASEMENT RESTRICTIONS AND PROHIBITIONS

5.1 Prohibited Uses and Exemptions

Section II.K of the conservation easement (Appendix A) details 15 prohibited uses of the Property. BPA and the CTWSRO acknowledge in the easement that any activity that may materially harm or materially interfere with one or more of the Conservation Values is prohibited, and therefore, the list identified in Table 5-1 is not exhaustive. In general, this LMP is designed to maintain or enhance the Conservation Values and therefore complies with the conservation easement. LMP compliance with the 15 listed prohibitions is described in Table 5-1 below.

Overall, actions described in Section 4.1 of this LMP would be in compliance with 13 of the 15 listed easement prohibitions. In two instances, the CTWSRO requests an exception to carry out activities that will support maintaining or enhancing the Property's Conservation Values. These exceptions are for prohibition #7 Topography (related to site restoration). The specific conservation purpose for each exception is provided in Table 5-1.

Table 5-1. Summary of Easement Prohibitions and Compliance

Summary of Easement Prohibitions	Will actions be in compliance for the duration of the Management Plan? If No, please explain and include mitigating activities.
<p>1. Residential, Commercial or Industrial Uses. Any residential, commercial, or industrial uses of the Protected Property is prohibited, including timber harvesting, grazing of livestock, and agricultural production, except for limited, sustainable forest management practices implemented under a forest stewardship plan prepared by an experienced forestry professional qualified, in CTWS's reasonable discretion, to develop such plan in accordance with the Conservation Values. This forest stewardship plan shall be reviewed by BPA and incorporated into the Management Plan. Timber harvest is permitted for the purpose of maintaining, restoring, or enhancing the Conservation Values and for restoration of any of CTWS's Protected Properties funded under the MOA.</p>	<p>Yes, timber harvest will be limited to targeted sustainable harvest as detailed in a forest stewardship plan prepared by a forestry professional to provide revenue for ongoing management of this protected Property. Actions will be in compliance for the duration of the LMP.</p>
<p>2. Construction of Buildings, Facilities, Fences or Other Structures. Construction of new buildings, facilities, fences, or other structures is prohibited. Repair, maintenance, or replacement of existing buildings, facilities, fences or other structures identified in the Baseline Documentation Report are permitted at the same location and within the existing footprint of such structures.</p>	<p>Yes. No additional fencing and gates are required in the near term to deter unlawful access to the Property.</p>
<p>3. Utilities. Except as provided for in Section J.2, the installation or relocation of new public or private utilities, including electric, telephone, or other communications services is prohibited. Existing utilities on, over, or under the Protected Property may be maintained, repaired, removed or replaced at their current location as that location is documented in the Baseline Documentation Report.</p>	<p>Yes, there are no utilities currently installed on the Property and none are proposed; therefore, actions will be in compliance for the duration of the LMP.</p>
<p>4. Signs. Except for no trespassing signs, for sale signs, signs identifying the owner of the Protected Property, signs identifying permitted public access, safety and liability waiver as described in the final Management Plan, and signs that may be erected by the Grantee identifying the Purpose of the Protected Property, all other signs, advertisements, and billboards of any nature are prohibited. The permitted signs may not exceed 15 square feet in size.</p>	<p>Yes, all existing and planned signs at the Property fall within the allowed exceptions: no trespassing signs, signs identifying the owner of the Property, signs identifying appropriate public access (see Section 4.1), safety and liability information, and signs explaining the purpose and Conservation Values of the protected Property. Actions will be in compliance for the duration of the LMP.</p>
<p>5. Waste. Dumping, collecting, recycling, accumulating, or storing of trash, refuse, waste, sewage, bio-solids, or other debris is prohibited.</p>	<p>Yes, a main goal of this LMP is to prevent waste accumulation on the Property. Actions will be in compliance for the duration of the LMP.</p>
<p>6. Mining. The exploration, development, mining or extraction of soil, sand, loam, gravel, mineral, oil, gas, or other substance from the surface or subsurface of the Protected Property is prohibited.</p>	<p>Yes, no mining is proposed, and actions will be in compliance for the duration of the LMP.</p>

Table 5-1. Summary of Easement Prohibitions and Compliance (continued)

Summary of Easement Prohibitions	Will actions be in compliance for the duration of the Management Plan? If No, please explain and include mitigating activities.
<p>7. Topography. Altering the existing topography of the Protected Property by digging, plowing, disking, or otherwise disturbing the surface or subsurface is prohibited.</p>	<p>No. Per Section 4.1 of this LMP, restoration of the Clackamas River's natural hydrology and prevention of future trespass could include levee removal as well as decommissioning of existing roads and camping areas. Such an exception to this easement prohibition is in direct support of the Conservation Values to provide/protect a diversity of habitats for OCS- and federally-listed fish and wildlife species. Altering the existing topography is a promising strategy for curtailing the current unauthorized use of the Property that degrades its Conservation Values. Prior to any ground-disturbing activity, the CTWSRO would obtain all applicable permits and approvals (see Section 5.2 of this LMP).</p>
<p>8. Watercourses/Wetlands. Unless part of a restoration project described in the final Management Plan, draining, dredging, channeling, filling, leveling, pumping, diking, impounding or any other alteration of any watercourses, ponds, seeps, bogs, springs, wetlands, or any seasonally wet area is prohibited, as is altering or tampering with existing water control structures or devices.</p>	<p>Yes, any alteration of existing water resources will be done as part of a restoration project as described in Section 4.1 of this LMP. Actions will be in compliance for the duration of the LMP.</p>
<p>9. Vegetation. Unless part of a restoration project including sustainable forest management practices described in the final Management Plan, the cutting, trimming, shaping, killing, or removal of any vegetation from the Protected Property, except for invasive and/or noxious weeds, is prohibited.</p>	<p>Yes, vegetation management will focus on weed removal and incidental vegetation removal in relation to the restoration approach described in Section 4.1 of this LMP. Upland sustainable forest management will be covered under a forest stewardship plan completed by a forestry professional. Therefore, actions will be in compliance for the duration of the LMP.</p>
<p>10. Exotic Species. The introduction, cultivation, or use of exotic plant or animal species on the Protected Property is prohibited. Exotic plants include non-native invasive plant species.</p>	<p>Yes, since no exotic species will be introduced, cultivated, or used on the Property, actions will be in compliance for the duration of the LMP.</p>
<p>11. Roads and Impervious Surfaces. Construction of new roads and paving of any existing road not paved or otherwise covered in an impervious material as of the Effective Date is prohibited. Existing roads identified in the Baseline Documentation Report may be maintained and repaired in their current condition and within their existing footprint as identified in the Report.</p>	<p>Yes. No paved roads are proposed, and existing unpaved skid roads will only be maintained or cleared as needed for sustainable forest management as set out in a forest stewardship plan. Actions will be in compliance for the duration of the LMP.</p>
<p>12. Vehicle Use. The use of motorized vehicles is prohibited, except as necessary to carry out activities agreed to by the Grantee, or for limited, de-minimus, noncommercial recreational uses such as hunting or bird watching if those activities are agreed-upon uses in the Management Plan.</p>	<p>Yes. Use of motorized vehicles would be limited to those required for implementation of restoration actions and sustainable forest stewardship as described in Section 4.1 of this LMP. A main goal of this LMP is to prevent vehicle access by the general public. Actions will be in compliance for the duration of the LMP.</p>
<p>13. Subdivision. The legal or "de facto" division, subdivision or partitioning of the Protected Property is prohibited.</p>	<p>Yes, no legal or "de facto" division, subdivision, or partitioning of the Property is proposed. Actions will be in compliance for the duration of the LMP.</p>
<p>14. Grant of Rights. The granting of any property interest or rights in the Protected Property, including easements, permits, licenses, and leases, without the prior written consent of the Grantee, is prohibited.</p>	<p>Yes, no granting of Property interest or rights in the Property is proposed. Actions will be in compliance for the duration of the LMP.</p>

Table 5-1. Summary of Easement Prohibitions and Compliance (continued)

Summary of Easement Prohibitions	Will actions be in compliance for the duration of the Management Plan? If No, please explain and include mitigating activities.
<p>15. No Effect on Tribal Rights. In providing funding to the Grantor, BPA is not altering, diminishing, modifying or expanding the legal rights, authority, or jurisdiction of any Indian tribe whether with regard to natural resource management or otherwise, and no authority is implied by this Conservation Easement with regard to such rights, authority or jurisdiction. Grantor will not claim in any forum or context that BPA's funding, described in section II.A. above, the United States' acceptance of this grant, or Oregon's recognition of it, bears on the nature or extent of the Grantor's off-reservation rights.</p>	<p>Yes, CTWSRO does not claim that BPA's funding bears on the nature or extent of its off-reservation rights. Actions will be in compliance for the duration of the LMP.</p>

5.2 Environmental Regulations

A comprehensive environmental permitting review would be conducted once more detailed restoration plans are completed to ensure compliance with all applicable local, state, and federal laws and regulations. The following provides an overview of primary regulatory considerations:

- **Oregon Forest Practices Act:** All forest management recommendations must comply with the Oregon Forest Practices Act as administered by the ODF. Most forest operations require filing of Notifications of Operations and a 15-day waiting period. The regulations primarily address reforestation requirements after clearcutting and restrictions on harvesting near fish-bearing streams. The laws are found in the Oregon Revised Statutes Chapter 527 and the Oregon Administrative Rules contain rules for implementing the laws, found mainly in Chapter 629, Division 600 series.
- **ESA:** Because there are documented and potential ESA-listed species that utilize the Property, CTWSRO would consult with USFWS and ODFW to comply with Section 7 under the ESA.
- **Clean Water Act:** CTWSRO would consult with the U.S. Army Corps of Engineers (USACE) to determine needed compliance under Section 404 of the Clean Water Act, and any other relevant USACE rules and regulations for in-channel earthwork/levee removal.
- **ODFW:** All in-water work would be conducted within the ODFW in-water work window for the Clackamas River from July 15 to August 31 to protect fish and wildlife resources (ODFW 2008).
- **National Historic Preservation Act:** Prior to ground-disturbing activities, the CTWSRO would consult with Oregon's State Historic Preservation Office and conduct any cultural resource surveys as required to comply with Section 106 requirements under the National Historic Preservation Act of 1966.

5.3 Protection from Harm

Actions to protect the Property from harm are included in Section 4.1, Tables 4-1 and 4-2. This section of the LMP will be updated if additional issues arise in the future that need to be addressed.

5.4 Additional Information

No additional information for the LMP is needed at this time.

6. REFERENCES

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APPENDIX A

**AUSTIN HOT SPRINGS DEED OF
CONSERVATION EASEMENT**

Clackamas County Official Records
Sherry Hall, County Clerk

2017-066106

09/27/2017 03:10:00 PM

D-E Cnt=1 Str=0 JANIS
\$105.00 \$16.00 \$10.00 \$22.00

\$153.00

AFTER RECORDING, RETURN TO:
Bonneville Power Administration
Real Property Services, TERR
Re: WILWF-WL-45
P.O. Box 3621
Portland, OR 97208-3621

DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT is executed by the Confederated Tribes of the Warm Springs Reservation of Oregon ("CTWS" or "Grantor"), in favor of the United States of America ("United States" or "Grantee"), acting by and through the Department of Energy, Bonneville Power Administration ("BPA"), headquartered in Portland, Oregon, at P.O. Box 3621, Portland, OR 97208-3621. The Grantor and Grantee together are referred to as the "Parties."

I. RECITALS

- FIRST AMERICAN-2873427-602
- A. BPA is a power-marketing agency having legal obligations under the Pacific Northwest Electric Power Planning and Conservation Act, 16 U.S.C. §§ 839-839h ("Northwest Power Act") to protect, mitigate, and enhance fish and wildlife, including related spawning grounds and habitat, affected by the development and operation of Federal hydroelectric projects of the Columbia River and its tributaries, in a manner consistent with the purposes of the Northwest Power Act, the Fish and Wildlife Program adopted by the Pacific Northwest Electric Power and Conservation Planning Council under subsection 4(h) of the Northwest Power Act (16 U.S.C. § 839b(h)), and other environmental laws, including the Endangered Species Act, 16 U.S.C. §§ 1531-1544 ("ESA"). BPA has the authority pursuant to the Northwest Power Act, 16 U.S.C. §§ 839b(h) and 839f(a), the Federal Columbia River Transmission System Act, 16 U.S.C. § 838i(b), or the Bonneville Project Act, 16 U.S.C. §§ 832a(c) through (f), to acquire real estate or to assist in the acquisition and transfer of real property interests.
- B. BPA and the State of Oregon entered into a programmatic Memorandum of Agreement, dated October 22, 2010 ("MOA"), in which BPA agreed to fund the acquisition of real property interests through the State of Oregon to permanently protect and enhance important fish and wildlife habitat in the Willamette Basin, where it either currently exists or at one time existed, in exchange for supporting BPA's partial fulfillment of Northwest Power Act and ESA obligations, and in exchange for rights of enforcement, entry, and inspection to the United States and its assigns.
- C. Grantor is a federally recognized tribe and sovereign entity with rights reserved in the

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Real Property Services, TERR
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 - C. Grantor is a federally recognized tribe and sovereign entity with rights reserved in the

Treaty with the Tribes of Middle Oregon of June 25, 1855 (12 Stat. 963).

- D. BPA in accordance with the mutual commitments of the MOA, a copy of which is available from the BPA Manager, Real Property Services, P.O. Box 3621, Portland, OR 97208-3621, provided funding to the Grantor to acquire fee title ownership of certain real property, the Austin Hot Springs Property ("**Protected Property**") in Clackamas County, Oregon. The Protected Property has important features that help BPA meet its statutory obligations to the public under the Northwest Power Act and other environmental laws.

II. AGREEMENT

- A. **Conveyance and Consideration.** The Grantor, for and in consideration of the funding in the amount of two hundred and sixty thousand (\$260,000.00) in U.S. dollars which BPA provided to acquire fee title ownership of the Protected Property, hereby voluntarily conveys and warrants to the United States of America and its assigns a perpetual easement for conservation purposes ("**Conservation Easement**") over, under, upon and across the Protected Property, legally described in Exhibit A (legal description) and shown in Exhibit B (map), together with the right of access and entry, created and implemented under applicable state and federal law, and creating an interest in property intended to be a conservation easement under ORS 271.715-795. The Parties intend this Conservation Easement to be a perpetual and irrevocable easement in gross, and further intend that its terms and conditions, set forth below, create equitable servitudes and covenants running with the land, binding the Grantor and the Grantor's successors and assigns for the benefit of the United States.
- B. **Purpose.** The purpose ("**Purpose**") of this Conservation Easement is to protect and conserve, and as appropriate, to allow for the restoration or enhancement of the **Conservation Values** (Section C, below) of the Protected Property. As such, the Purpose of this Conservation Easement includes the prevention of any use of the Protected Property that will materially harm or materially interfere with any of the Conservation Values of the Protected Property. The Grantor intends that this Conservation Easement will confine the use of the Protected Property to activities that comply with the Conservation Easement, including the final Management Plan (defined in Section G below). BPA shall have the right, but not the obligation, to enforce any and all terms of this Conservation Easement. The Grantor shall only conduct activities on the Protected Property which are consistent with the Purpose of this Conservation Easement. In the event that there is a conflict between the Grantor's uses or activities and the Purpose of Conservation Easement, the Purpose of the Conservation Easement shall be construed broadly and shall prevail over any conflicting uses or activities of the Grantor.
- C. **Conservation Values.** The Protected Property, in its present state, comprises approximately 151.7 acres of fish and wildlife habitat which includes fresh water,

riparian habitats, mixed conifer forest, and grassland habitat. The Parties agree that the Protected Property includes other important species, habitat, and other important ecosystem attributes. The Conservation Values of the Protected Property that currently exist specifically include the following, recognizing that such Conservation Values may periodically fluctuate or trend toward long-term change, due to natural events such as wildfire, floods, insect or disease, interdecadal climate events, and long-term climate change, as well as human-initiated enhancement or restoration actions:

1. Diversity of habitats providing biological and physical components to support the fish and wildlife species, many that are identified as a priority habitat for preservation and restoration in the Oregon Conservation Strategy ("OCS") (2016) and essential for ESA and Willamette Sub-basin Plan species including: a large block of high quality late successional mix of conifer forest and riparian habitat; seeps and springs (hot and cold), which provide important nutrients and habitats for a diversity of fish and wildlife; instream habitat for juvenile and adult fish year round; and a small unique grassland area within the Protected Property that is significant for numerous species that prefer a more open canopy.
2. Fish and wildlife species (OCS or Federally listed), including without limitation: blacktail deer (*Odocoileus hemionus*), Roosevelt elk (*Cervus canadensis roosevelti*), black bear (*Ursus americanus*), Chinook salmon (*Oncorhynchus tshawytscha*) (ESA (Threatened)), steelhead (*Oncorhynchus mykiss*) (ESA (Threatened)), bull trout (*Salvelinus confluentus*) (ESA (Threatened)), Pacific lamprey (*Entosphenus tridentatus*), osprey (*Pandion haliaetus*), band-tailed pigeon (*Patagioenas fasciata*), American dipper (*Cinclus mexicanus*), Oregon spotted frog (*Rana pretiosa*), and numerous other reptile, amphibian, mammal, fish and bird species.
3. Unique habitat types, including: 0.9 miles of the mainstem Clackamas River, fresh water aquatic habitats, multiple hot springs, late successional mixed conifer forest, grasslands, and riparian habitats. The Protected Property is an in-holding within Mt. Hood National Forest and will provide conservation-managed connectivity in perpetuity for the wildlife species within the Protected Property. The Protected Property and its diversity of habitats are essential for numerous federal Endangered Species Act, Oregon Conservation Strategy, and Willamette Sub-basin Plan species.

D. Water Rights. To the extent Grantor has or after-acquires water rights, Grantee shall ensure that the Grantor shall not abandon any of the water rights appurtenant to the Protected Property by virtue of non-use and that the Grantor may not transfer, change the point of diversion, change the purpose of use, or otherwise significantly change any Protected Property water right without receiving prior written approval from BPA.

E. Baseline Documentation. The Grantor and BPA agree that the characteristics and conditions of the Protected Property at the Effective Date are documented in a

Baseline Documentation Report, signed and acknowledged by the Parties; the acknowledgment is Exhibit C.

- F. **Reserved Uses.** The Grantor reserves, for itself and its successors and assigns, the right to use the Protected Property in any and all ways which are consistent with the Purpose of this Conservation Easement and which are not otherwise prohibited by this Conservation Easement, including but not limited to: the right to record title, the right to convey, transfer, and otherwise alienate title to these reserved rights in accordance with Sections K(14) and Q; the right of quiet enjoyment of the rights reserved in Protected Property; and the right to prevent trespass and control access.
- G. **Management Plan.** Within 18 months of this grant, the Grantor shall develop a Management Plan for the Protected Property to describe the uses and activities that the Grantor expects to undertake or allow to be undertaken on the Protected Property, including any restoration, enhancement, operation and maintenance, or any other activities or uses. The Grantor shall include in the Management Plan any limitations or prescriptions for these uses and activities necessary to ensure the Purpose of this Conservation Easement. The Grantor shall also identify in the Management Plan the allowable use and access by the public of the Protected Property if public access is appropriate.

In developing the draft Management Plan, Grantor will solicit and incorporate as Grantor deems appropriate the views of ODFW, as well as other interested natural resource management agencies, local governments, and parties. Grantor will submit documentation showing the nature and extent of such coordination with any draft Management Plan to BPA and ODFW. BPA shall review that Plan and any proposed amendments for conformance with the MOA, this Conservation Easement, and applicable laws. BPA must review the Management Plan or any amendments prior to its implementation for consistency with the Purpose of the acquisition and this Conservation Easement. Prior to review of the Management Plan by BPA, the Grantor shall not undertake any ground-disturbing activities on the Protected Property without prior notice to and written agreement from BPA that the activity is consistent with the Purpose of this Conservation Easement. The Grantor shall make the final Management Plan, and any final amendments, available to the public.

- H. **Public Access.** The Grantor shall provide reasonable access to the Protected Property (for example, for undeveloped recreational uses, such as hiking, bird watching, and fishing) to the general public, unless the Grantor and/or BPA determine such access may materially impair one or more of the Conservation Values of the Protected Property or interfere with the Purpose of the Conservation Easement. The Grantor will address access to the Protected Property in the Management Plan.
- I. **Annual Report.** The Grantor shall annually submit a report to BPA that describes, at a minimum any: changes in real property interests (including water rights) in the Protected Property; uses or activities undertaken, in progress, or planned; violations or threatened violations of the Conservation Easement; and enforcement action taken.

The Grantor shall provide the initial annual report in the fifteenth month after the closing date of the acquisition of the Protected Property, and then annually on that initial report date anniversary thereafter, unless otherwise agreed by BPA.

J. Rights Conveyed to Grantee

1. General Rights. The Grantor has conveyed this Conservation Easement to the United States. BPA is the acquiring federal agency having jurisdiction and control over this Conservation Easement. Subject to valid existing rights of record and those rights specifically reserved to the Grantor, all development rights associated with the Protected Property are vested in Grantee. In addition to any other rights granted to the Grantee pursuant to this Conservation Easement, Grantee has the right to:

- a. Access and inspect the Protected Property at all reasonable times upon reasonable notice (which may be by phone or electronic mail) to assure compliance with this Conservation Easement;
- b. Access the Protected Property upon reasonable notice (which may be by phone or electronic mail) to survey the fish and wildlife habitat and evaluate the status of the Conservation Values;
- c. Prevent any activity on the Protected Property inconsistent with this Conservation Easement, and to require the restoration of areas or features of the Protected Property that are damaged by any inconsistent activity; and
- d. Should the Grantor fail to do so, to retain and maintain the right to use any and all of the water rights associated with the Protected Property, and to protect those rights from threat of abandonment or forfeiture under relevant law; Grantee may, after providing 90 days advance written notice to the Grantor enter upon the Protected Property and take actions reasonably necessary to maintain the validity of the water rights.

2. Future Negotiations for Transmission Right-of-Way Easement. The Grantor conveys the following rights to the United States: to construct, locate, operate, maintain, repair, reconstruct, upgrade, keep clear, access and patrol future transmission facilities including ancillary transmission communications facilities within the Conservation Easement at no additional cost for securing the transmission easement for these purposes. Transmission easements shall be for the purpose of transmission of electrical power and ancillary communications. Should such a perpetual transmission easement be needed, the Parties shall negotiate the final terms and conditions of the transmission easement in a form substantially similar to Exhibit D, Form Transmission Easement. Such a transmission easement shall not be presumptively precluded by the terms of this Conservation Easement.

In the negotiations and the final transmission right-of-way easement, BPA shall, at a minimum:

- a. Recognize the purposes for which the Protected Property and the Conservation Easement were acquired.
- b. Use reasonable efforts to accommodate Grantor's preferences for siting any transmission facilities.
- c. Use reasonable efforts to accommodate Grantor's preferences for siting, designing, using, and maintaining any necessary access road(s).
- d. Fund appropriate mitigation measures identified as part of the environmental analysis for the transmission right-of-way under National Environmental Policy Act, the ESA, the Clean Water Act, the National Historic Preservation Act, or any other applicable state or federal laws.

K. Prohibited Uses. The Grantor shall manage the Protected Property to conserve and protect the Conservation Values on behalf of BPA, preventing any and all uses of the Protected Property that are inconsistent with the Purpose of this Conservation Easement. The Grantor may also manage the Protected Property to restore or enhance the Conservation Values, provided BPA consents to the restoration or enhancement activities, either in a final Management Plan or by prior written agreement. Prohibited uses of the Protected Property include those specifically listed below. The Parties intend that any activity that may materially harm or materially interfere with one or more of the Conservation Values is prohibited, and therefore the list identified below is not exhaustive.

1. *Residential, Commercial or Industrial Uses.* Any residential, commercial, or industrial uses of the Protected Property is prohibited, including timber harvesting, grazing of livestock, and agricultural production, except for limited, sustainable forest management practices implemented under a forest stewardship plan prepared by an experienced forestry professional qualified, in CTWS's reasonable discretion, to develop such plan in accordance with the Conservation Values. This forest stewardship plan shall be reviewed by BPA and incorporated into the Management Plan. Timber harvest is permitted for the purpose of maintaining, restoring, or enhancing the Conservation Values and for restoration of any of CTWS's Protected Properties funded under the MOA.
2. *Construction of Buildings, Facilities, Fences or Other Structures.* Construction of new buildings, facilities, fences or other structures is prohibited. Repair, maintenance, or replacement of existing buildings, facilities, fences or other structures identified in the Baseline Documentation Report are permitted at the same location and within the existing footprint of such structures.
3. *Utilities.* Except as provided for in Section J.2, the installation or relocation of new public or private utilities, including electric, telephone, or other communications services is prohibited. Existing utilities on, over, or under the Protected Property may be maintained, repaired, removed or replaced at their current location as that location is documented in the Baseline Documentation Report.

4. *Signs.* Except for no trespassing signs, for sale signs, signs identifying the owner of the Protected Property, signs identifying permitted public access, safety and liability waiver as described in the final Management Plan, and signs that may be erected by the Grantee identifying the Purpose of the Protected Property, all other signs, advertisements, and billboards of any nature are prohibited. The permitted signs may not exceed 15 square feet in size.
5. *Waste.* Dumping, collecting, recycling, accumulating, or storing of trash, refuse, waste, sewage, bio-solids, or other debris is prohibited.
6. *Mining.* The exploration, development, mining or extraction of soil, sand, loam, gravel, mineral, oil, gas, or other substance from the surface or subsurface of the Protected Property is prohibited.
7. *Topography.* Altering the existing topography of the Protected Property by digging, plowing, disking, or otherwise disturbing the surface or subsurface is prohibited.
8. *Watercourses/Wetlands.* Unless part of a restoration project described in the final Management Plan, draining, dredging, channeling, filling, leveling, pumping, diking, impounding or any other alteration of any watercourses, ponds, seeps, bogs, springs, wetlands, or any seasonally wet area is prohibited, as is altering or tampering with existing water control structures or devices.
9. *Vegetation.* Unless part of a restoration project including sustainable forest management practices described in the final Management Plan, the cutting, trimming, shaping, killing, or removal of any vegetation from the Protected Property, except for invasive and/or noxious weeds, is prohibited.
10. *Exotic Species.* The introduction, cultivation, or use of exotic plant or animal species on the Protected Property is prohibited. Exotic plants include non-native invasive plant species.
11. *Roads and Impervious Surfaces.* Construction of new roads and paving of any existing road not paved or otherwise covered in an impervious material as of the Effective Date is prohibited. Existing roads identified in the Baseline Documentation Report may be maintained and repaired in their current condition and within their existing footprint as identified in the Report.
12. *Vehicle Use.* The use of motorized vehicles is prohibited, except as necessary to carry out activities agreed to by the Grantee, or for limited, de-minimus, non-commercial recreational uses such as hunting or bird watching if those activities are agreed-upon uses in the Management Plan.
13. *Subdivision.* The legal or "de facto" division, subdivision or partitioning of the Protected Property is prohibited.

14. *Grant of Rights.* The granting of any property interest or rights in the Protected Property, including easements, permits, licenses, and leases, without the prior written consent of the Grantee, is prohibited.

15. *No Effect on Tribal Rights.* In providing funding to the Grantor, BPA is not altering, diminishing, modifying or expanding the legal rights, authority, or jurisdiction of any Indian tribe whether with regard to natural resource management or otherwise, and no authority is implied by this Conservation Easement with regard to such rights, authority or jurisdiction. Grantor will not claim in any forum or context that BPA's funding, described in section II.A. above, the United States' acceptance of this grant, or Oregon's recognition of it, bears on the nature or extent of the Grantor's off-reservation rights.

L. **Permitted Uses.** Uses or activities otherwise prohibited under Section K above may be allowed but only if: (1) the use or activity is, in Grantee's sole discretion, consistent with the Purpose of this Conservation Easement; and (2) the use or activity and any necessary limits or prescriptions are agreed to by BPA in advance, either in a final Management Plan, or by written consent of BPA.

M. Enforcement

1. *Notice of Violation, Corrective Action.* If Grantee determines that the Grantor or its representatives, contractors, successors, or assigns violates or threatens to violate this Conservation Easement, and if such determination or dispute is not resolved by negotiation as set forth in Section N, Grantee will give written notice to the Grantor and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Protected Property resulting from any use or activity inconsistent with the Purpose, sufficient to restore the portion of the Protected Property so injured to its prior condition in accordance with a plan approved by Grantee.

2. *Grantor's Failure to Respond.* The Grantee may bring an action as provided in Section M.3 if the Grantor fails to cure the violation within thirty (30) calendar days after receipt of a notice of violation, or under circumstances where the violation cannot reasonably be cured within such thirty (30) day period, fails to begin curing the violation within the thirty (30) day period and fails to continue diligently to cure such violation until finally cured.

3. *Grantee's Action.* Grantee may pursue an action in a court having jurisdiction to enforce the terms of this Conservation Easement: (1) to enjoin the violation, ex parte as necessary, by temporary or permanent injunction; (2) to require the restoration of the Protected Property to the condition that existed prior to any such injury; and (3) to recover any damages to which it may be entitled for violation of the terms of this Conservation Easement. The remedies described in this paragraph shall be cumulative and shall be in addition to all remedies now or

hereafter existing.

4. *Grantor's Action.* In the event that the Grantor seeks a determination as to the legal meaning or effect of this Conservation Easement, or as to any alleged violation hereof by Grantee, and if such determination or dispute is not resolved by negotiation set forth in Section N below, then the Grantor shall be entitled to bring judicial action in a court of competent jurisdiction.
 5. *Emergency Enforcement.* Notwithstanding the provisions of M.1 and M.2, if Grantee determines on the basis of substantial evidence that circumstances require immediate action to prevent or mitigate significant damage to one or more of the Conservation Values, Grantee may undertake reasonable actions to remove, eliminate or mitigate damages to the Protected Property. Grantee shall provide prior notice to the Grantor of such actions to the extent reasonably practicable and may seek Grantor participation in such actions, but may proceed with such actions without permission from the Grantor or without waiting for the Grantor to take any action.
 6. *Role of Oregon Department of Fish and Wildlife.* Pursuant to the MOA and other agreements with BPA, the Oregon Department of Fish and Wildlife has the right, but not the obligation, to monitor compliance with this Conservation Easement.
- N. Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Conservation Easement by negotiation between executives or officials who have authority to settle the controversy.
- O. Acts of God/Force Majeure.** Nothing contained in this Conservation Easement entitles the Grantee to bring any action against the Grantor for any injury to or change in the Protected Property resulting from causes beyond the Grantor's control, including, without limitation, naturally caused fire, flood, storm, and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Protected Property resulting from such causes. Such excuse from performance will be allowed only if such catastrophic event or other event beyond the Grantor's control has caused a substantial degradation of the Conservation Values. The Parties shall make all reasonable efforts to resume performance promptly once the force majeure is eliminated.
- P. Waiver.** The failure of any Party to require strict performance of any term of this Conservation Easement or a Party's waiver of performance shall not be a waiver of any future performance or of a Party's right to require strict performance in the future.
- Q. Conveyance and Assignment.** If Grantor chooses to convey the Protected Property, Grantor will first offer it at no cost as follows: first to the State of Oregon; if Oregon declines, then to BPA; and if BPA declines, then to the other tribes identified in the MOA. If Oregon, BPA, and the other tribes decline the Protected Property, then Grantor may assign or transfer its rights to another entity, subject to BPA approval,

which shall not be unreasonably withheld.

R. Proceeds from Activities on the Protected Property. The Grantor shall use net proceeds generated from activities on the Protected Property (e.g., leases) towards the operations, maintenance and restoration of the Protected Property. If proceeds exceed the operations, maintenance and restoration needs of the Protected Property, the Grantor may use the proceeds on other BPA-funded properties in the Willamette River Basin owned by Grantor, or the Grantor may place the proceeds in its stewardship account for the property and roll the funds over to the next fiscal year until an operations or maintenance need arises.

S. Termination or Amendment

1. **Termination Standard.** This Conservation Easement may be voluntarily terminated by agreement of the Parties only if:
 - a) a subsequent, unexpected change in the conditions of the Protected Property or the surrounding area makes impossible the continued use of the Protected Property for the Purpose of this Conservation Easement (except that changed environmental conditions related to climate change, or other natural events, for example, wildfire, river channel migration, erosion or avulsion, shall not be grounds for termination); or
 - b) BPA agrees to exchange this Protected Property for another property proposed by the Grantor; factors that BPA will consider in determining whether to agree to an exchange include whether the new property is at the time of the proposed exchange determined by BPA to supply equal or better Conservation Values to meet BPA's mitigation needs as compared with the Protected Property; whether the property will be permanently protected pursuant to a conservation easement granted to BPA on terms substantially similar to this Conservation Easement; and the costs to BPA of undertaking the acquisition of the new property, if any.
2. **Termination Process.** If the Parties agree to voluntarily terminate this Conservation Easement and have met the above termination standard, the Parties shall terminate this Conservation Easement by executing and recording an instrument appropriate for the purpose. In the event of termination through an exchange for another property, the Parties must agree on the new property and its conservation easement before this Conservation Easement will be terminated.
3. **Proceeds after any Termination.** If this Conservation Easement is terminated either voluntarily by the Parties, or by involuntary extinguishment by a court of competent jurisdiction and the termination results in proceeds, BPA is entitled to either (1) a share of such proceeds in proportion to the amount BPA contributed to the fee title acquisition, which is 100 percent or (2) at BPA's election, to review and approve use of the proceeds by the Grantor to acquire new fish and wildlife

habitat for BPA mitigation.

4. **Amendment.** This Conservation Easement may only be amended by agreement of the Parties, and any such amendment shall be properly documented, executed, and recorded. Amendments based on changed conditions may be made only when the effect of the amendment is to benefit the Conservation Values (for example, amending the Conservation Easement to place further restrictions on the use of or activities on the Protected Property). The Parties may not use amendments to impliedly terminate the Conservation Easement or remove any portion of the Protected Property from its terms, except to the extent consistent with the Purpose of the Conservation Easement.
- T. Control.** The Grantor has ownership and control of the Protected Property and is responsible for all incidents of ownership. Such incidents of ownership include, but are not limited to, maintenance and repair of existing structures, hazardous waste response, endangered species protection, noxious weed and invasive species response, tort liability, compliance with applicable laws, the obligation to control and prevent trespass, and payment of applicable taxes and assessments.
- U. Trust Status.** The Grantor shall not seek to have the United States acting through the Bureau of Indian Affairs, or any other agency, take the Protected Property into trust for the benefit of the Grantor.
- V. Cultural Resources.** The Grantor is responsible for cultural or historic resource mitigation or preservation on the Protected Property in accordance with applicable cultural resource laws.
- W. Hazardous Substances.** To the best of the Grantor's knowledge, there are no hazardous substances present in, on, or under the Protected Property, including without limitation, in the soil, air, or groundwater, and there is no pending or threatened investigation or remedial action by any governmental agency regarding the release of hazardous substances or the violation of any environmental law on the Protected Property, and that there are no underground storage tanks located on the Protected Property. If, at any time, there occurs, or has occurred a release in, on, or about the Protected Property of any hazardous substances, the Grantor agrees to take all steps necessary to assure its containment and remediation without cost to Grantee, including any cleanup that may be required, unless the release was caused by Grantee, in which case Grantee will be responsible for remediation in accordance with applicable law. Nothing in this Easement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in Grantee to exercise physical or managerial control over the day-to-day operations of the Protected Property, or any of the Grantor's activities on the Protected Property, or otherwise become an operator with respect to the Protected Property within the meaning of the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended ("CERCLA"). The Grantor specifically agrees to release and hold harmless Grantee from and against all liabilities for violations or alleged violations of, or other failure to comply with, any federal state or local environmental law or regulation relating to

hazardous substances, including, without limitation, CERCLA, by the Grantor in any way affecting, involving, or relating to the Protected Property, except to the extent such violations or alleged violations are caused by the acts or omissions of Grantee.

- X. Notice.** Any notice permitted or required by this Conservation Easement, unless otherwise specified, must be in writing, delivered personally to the persons listed below, or will be deemed given on the date deposited in the United States mail, certified and postage prepaid, return receipt requested and addressed as follows, or at such other address as any Party may from time to time specify to the other Party in writing. Notices may be delivered by facsimile or other electronic means, provided that they are also delivered personally or by certified mail. The addresses listed below can be modified at any time through written notification to the other Party.

Notices to BPA should be sent to:

Director, Fish & Wildlife Program
Bonneville Power Administration
P.O. Box 3621
Portland, OR 97208-3621

Notices to the Grantor should be sent to:

General Manager
Branch of Natural Resources- CTWS
PO Box C
Warm Springs, OR 97761

With a copy to:

Karnopp Petersen LLP
360 SW Bond Street, Suite 400
Bend, OR 97702

And to BPA's Real Property Services:

Manager, Real Property Services
RE: WILWF-WL-45
Bonneville Power Administration
P.O. Box 3621
Portland, OR 97208-3621

- Y. Effective Date.** This Conservation Easement vests when signed by the Grantor, and accepted by the Grantee.
- Z. Schedule of Exhibits.** All exhibits are incorporated and made part of this Conservation Easement.

Exhibit A – Legal Description
Exhibit B – Map
Exhibit C – Acknowledgement of Baseline Documentation Report
Exhibit D – Form Transmission Easement
Exhibit E – Acceptable Encumbrances

AA. GRANT, COVENANTS AND WARRANTIES, SIGNATURE AND ACKNOWLEDGMENTS

To have and to hold the Conservation Easement herein granted unto the United States and its assigns.

The Grantor warrants and covenants to and with the United States that the Grantor is lawfully seized and possessed of the Protected Property in fee simple, with a good and lawful right to grant the same, including a good and lawful right to grant this Conservation Easement; that the Protected Property is free and clear of all encumbrances and restrictions except the encumbrances and restrictions specifically set forth in Exhibit E; that the United States and its assigns shall have the use of and enjoy all the benefits derived from and arising out of this Conservation Easement; that the Grantor shall at the request of the United States execute or obtain any reasonable further assurances of the title to the Property; and that the Grantor will forever warrant the title to the Property and defend the United States against all persons who claim a lawful interest in the Property, except for persons who claim interests under the exceptions described in Exhibit E.

IN WITNESS WHEREOF, the undersigned Grantor has executed this instrument this 25 day of September, 2017.

Grantor:

**THE CONFEDERATED TRIBES OF THE
WARM SPRINGS RESERVATION OF
OREGON**

Michele Stacona

By: Michele Stacona

Title: Secretary Treasurer/CEO

ACCEPTANCE BY THE UNITED STATES

[Signature]

Luke Arant
Supervisory Realty Specialist
Bonneville Power Administration

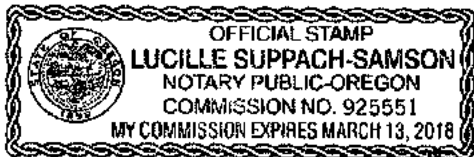
21 Nov 2017

Date

ACKNOWLEDGMENT

STATE OF)
) ss.
County of)

On this 25th day of September, 2017, before me personally appeared Michele Stacona, known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the Secretary – Treasurer/CEO of the Confederated Tribes of the Warm Springs Reservation of Oregon acknowledged to me that she executed the same freely and voluntarily in such capacity; and on oath stated that she was authorized to execute said instrument in such official or representative capacity.



Notary Public in and for the

State of Oregon

Signed Lucille Suppach-Samson

My commission expires March 13, 2018

ACKNOWLEDGMENT

STATE OF Oregon)
) ss.
County of Multnomah)

On this 21st day of September, 2017, before me personally appeared Luke Arant, known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the Supervisory Realty Specialist for the Bonneville Power Administration acknowledged to me that he executed the same freely and voluntarily in such capacity; and on oath stated that he was authorized to execute said instrument in such official or representative capacity.



Notary Public in and for the

State of Oregon

Signed Kara Martha Campbell

My commission expires 12/15/18

EXHIBIT A

LEGAL DESCRIPTION

Real property in the County of Clackamas, State of Oregon, described as follows:

THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 6 SOUTH, RANGE 6 EAST, OF THE WILLAMETTE MERIDIAN, AND GOVERNMENT LOT 2, AND THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 6 SOUTH, RANGE 7 EAST, OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF CLACKAMAS AND THE STATE OF OREGON.

EXHIBIT B

MAP

SE/14NE1/4 Sec 25 T6S R6E, W.M.
Gov't Lot 2, SE1/4NW1/4, SW1/4NE1/4 Sec 30, T6S, R7E, W.M.
Clackamas County, OR

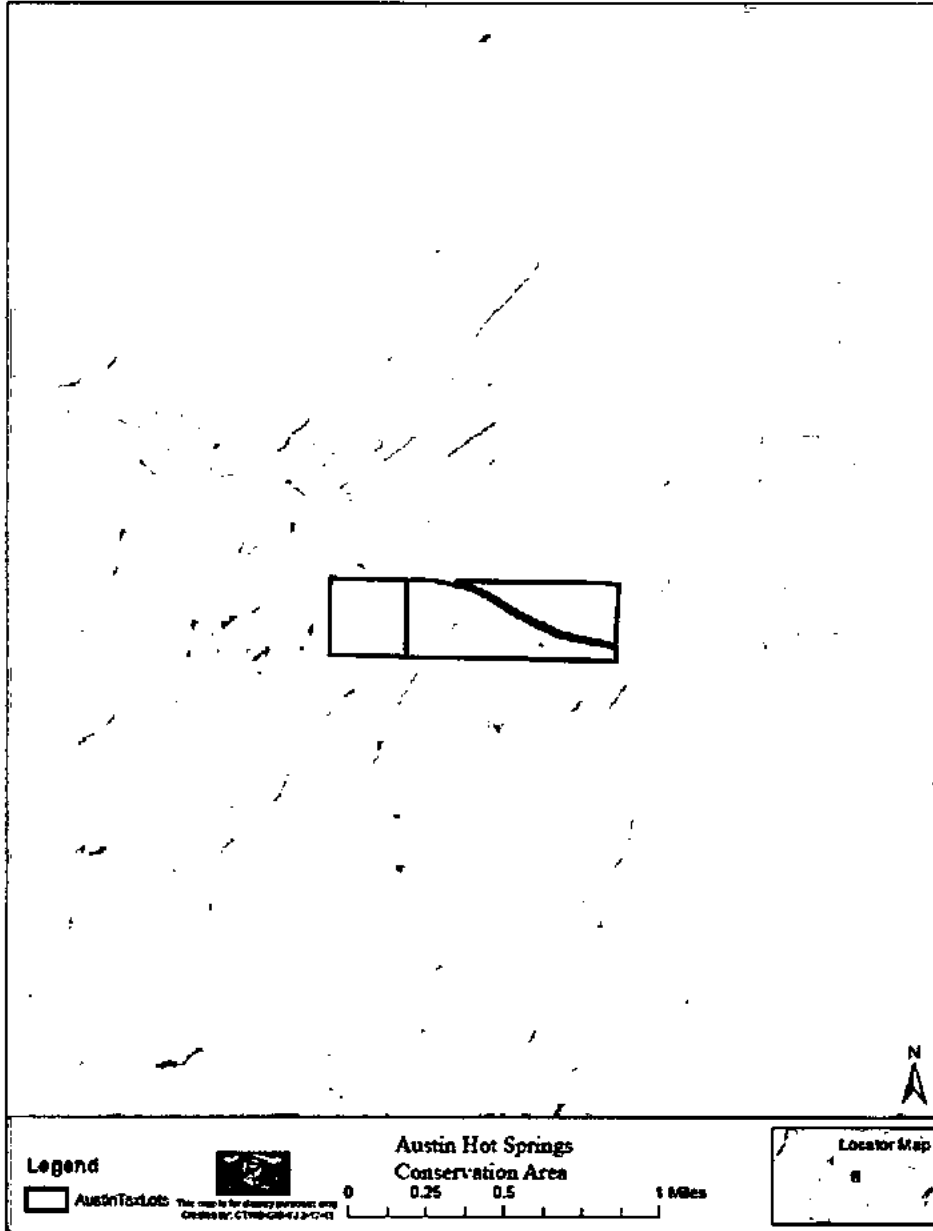


EXHIBIT C

**ACCEPTANCE AND ACKNOWLEDGEMENT
OF
BASELINE DOCUMENTATION**

The undersigned hereby acknowledge and agree that the Baseline Documentation for the Austin Hot Springs Conservation Easement, Clackamas County, Oregon prepared by Kelly Warren of the Confederated Tribes of the Warm Springs Reservation of Oregon and dated July, 12, 2017, is an accurate representation of the biological, physical and historical conditions of the subject property as of the date of grant of the Conservation Easement. All of the undersigned parties have received copies of the Baseline Documentation and is on file with the Bonneville Power Administration.

Grantor:

The Confederated Tribes of the Warm Springs Reservation of Oregon



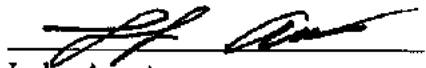
By: Michele Stacona
Its: Secretary Treasurer/CEO

9/25/17

Date

Grantee:

United States of America



Luke Arant
Supervisory Realty Specialist
Bonneville Power Administration

21 SEP, 2017

Date

EXHIBIT D

FORM TRANSMISSION EASEMENT

**AFTER RECORDING, RETURN TO
Bonneville Power Administration
TERS-3
P.O. BOX 3621
PORTLAND, OR 97208-3621**

Legal description: A portion of the _____ of
Section _____, Township _____, Range _____, M.,
County _____, as described in Exhibit(s) _____
(Affects Tax Account No. _____.)

BPA Tract
No(s):

U.S. DEPARTMENT OF ENERGY-BONNEVILLE POWER ADMINISTRATION

**EXCLUSIVE EASEMENT
Transmission Line and Danger Trees**

THIS AGREEMENT, made between the Confederated Tribes of the Warm Springs Reservation of Oregon (Grantor), and the UNITED STATES OF AMERICA, Department of Energy, Bonneville Power Administration (Grantee), pursuant to the Bonneville Project Act, of August 20, 1937, as amended, 16 U.S.C. §§ 832 et seq.; the Federal Columbia River Transmission System Act of October 18, 1974, as amended, 16 U.S.C. §§ 838 et seq; the Department of Energy Organization Act, of August 4, 1977, as amended, 42 U.S.C. § 7152; and the Pacific Northwest Electric Power Planning and Conservation Act, of December 5, 1980, as amended 16 U.S.C. §§ 839 et seq,

WITNESSETH:

That the parties hereto covenant and agree as follows:

The Grantor, for and in consideration of the sum of the funding Grantee provided to the Grantor to acquire fee title and the provisions contained in this agreement, hereby grants and conveys to the United States of America and its assigns a perpetual easement and right-of-way for electric power transmission purposes in, upon, over and under the following described land (Easement Area), to-wit:

As described in Exhibit(s) , attached hereto and by this reference made a part hereof.

The grant shall include the right to enter and to locate, construct, operate, maintain, repair, reconstruct, upgrade, remove and patrol one or more lines of poles or structures and appurtenances thereto, supporting conductors of one or more electric circuits of any voltage (collectively "Transmission Facilities") and any communication lines or equipment and appurtenances thereto (collectively "Communication Facilities"), together with the present and future right to clear the Easement Area and to keep it clear of all trees, shrubs, brush and other vegetation (collectively "Vegetation"), structures, above and below ground improvements or infrastructures, and fire and electrical hazards. All Vegetation, structures, and fire and electrical hazards presently within the Easement Area shall become the property of the United States on the date of acceptance hereof and may be disposed of by the United States in any manner it deems suitable.

The Grantor also hereby grants and conveys to the United States the present and future right to top, limb, or fell, and to remove, sell, burn, or otherwise dispose of "Danger Trees" located on Grantor's land adjacent to said Easement Area. A Danger Tree is any growing or dead tree, or snag, whether stable or unstable, which the United States at any time determines (1) could within a five-year period fall, bend or swing (a) within 25 feet of the Transmission Facilities or Communication Facilities or (b) within electrical arcing distance of said Facilities; or (2) could interfere with the construction, operation and maintenance of said lines and equipment.

The Grantor covenants to and with the United States and its assigns that the title to (1) Vegetation cut or hereinafter growing within said Easement Area and (2) to all Danger Trees identified, now or in the future, or cut from Grantor's land adjacent to said Easement Area is and shall be vested in the United States and its assigns; and that the consideration paid for conveying said easement and rights herein described is accepted as full compensation for all damages incidental to the exercise of any said rights. At the United States' election title to Danger Trees may revert to the Grantor.

The Grantor also agrees that prior to undertaking any activity (including, but not limited to, building a structure, placing any manmade item, planting, digging, earth-moving, burning, piling or storing materials) within the Easement Area, the Grantor agrees to contact the Grantee to seek a determination from Grantee as to whether the proposed activity is safe and compatible with Grantee's use, and does not interfere with Grantee's current or future needs. The Grantor will not proceed with any proposed activity within the Easement Area without written consent from Grantee.

In addition to the consideration paid hereunder, the United States shall repair or make compensation only for damage caused by the United States that is not incidental to the exercise of any of the above said rights and which results from and during construction, reconstruction, removal, or maintenance activities associated with the purposes of this agreement on and adjacent to the Easement Area. Payment for such damage shall be made on the basis of a damage estimate approved by the United States.

The rights granted herein are subject to easements of record and mineral rights of third parties.

The Grantor agrees to satisfy of record such encumbrances, including taxes and assessments, as may be required by the United States and to obtain such curative documents as may be requested by the United States.

The United States shall pay all costs incidental to the preparation and recordation of this instrument and for the procurement of any title report and title insurance that it may require.

The Grantor covenants to and with the United States that the Grantor is lawfully seized and possessed of the land aforesaid, with a good and lawful right and power to sell and convey the same; that the land is free and clear of encumbrances, except as herein provided; and that the Grantor will forever warrant and defend the title to the rights granted herein and the quiet possession thereof against the lawful claims and demands of all persons whomsoever.

The provisions hereof shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Grantor and upon the assigns of the United States.

FORM ONLY - SIGNATURES NOT REQUIRED

EXHIBIT E

ACCEPTABLE ENCUMBRANCES

1. Easement, including terms and provisions contained therein:

Grantor: Portland General Electric Co.

Grantee: United States of America (US Forest Service)

Recording Date: March 13, 1968

Recording No. 68 4563

For: Roadway

Modification and/or amendment by instrument:

Recording Date: February 10, 1971

Recording No. 71 002649