

MINUTE ITEM

This Calendar Item No. C10
was approved as Minute Item
No. 10 by the State Lands
Commission by a vote of 2
to 0 at its 8/29/85
meeting.

A 2, 8

S 2, 4

CALENDAR ITEM

C10

08/29/85
W 23494 PRC. 6882
Miller, D.

AGREEMENT GRANTING RECIPROCAL ROAD USE EASEMENTS

APPLICANT: GEO Operator Corporation
2300 County Center Drive, Suite 250
Santa Rosa, California 95401

AREA, TYPE LAND AND LOCATION:
The State will receive 12.54± miles of
right-of-way use from GEO Operator Corporation,
who will receive 2.14± miles of right-of-way
use across five parcels of school lands from
the State at the Geysers in Lake, Mendocino,
and Sonoma counties.

LAND USE: Road right-of-way.

TERMS OF PROPOSED AGREEMENT:
Initial period: 49 years beginning
September 1, 1985.

Public liability insurance: Combined single
limit coverage of \$1,500,000.

BASIS FOR CONSIDERATION:
Pursuant to 2 Cal. Adm. Code 2003.

APPLICANT STATUS:
Applicant is Lessee of adjacent geothermal
projects.

PREREQUISITE CONDITIONS, FEES AND EXPENSES:
Filing fee and environmental costs have been
received.

CALENDAR ITEM NO. C 1 0 (CONT'D)

STATUTORY AND OTHER REFERENCES:

- A. P.R.C.: Div. 6, Parts 1 and 2; Div. 13.
- B. Cal. Adm. Code: Title 2, Div. 3; Title 14, Div. 6.

AB 884: 09/28/85.

OTHER PERTINENT INFORMATION:

1. State Lands Commission staff and GEO Operator Corporation (GEOOC) have negotiated a mutually beneficial agreement providing for reciprocal use of roads in the Geysers area of Lake, Mendocino, and Sonoma counties. This agreement will provide for State access to five school land parcels recently acquired from BLM and other pre-existing reserved mineral parcels in return for GEOOC access across the State lands to facilitate geothermal development on adjacent leased lands. An existing access road, Seven-Mile Road, is also included in this reciprocal road use agreement along with the proposed Clearwater Creek Road and the proposed Pad 1-2.4 Access road.
2. The Clearwater Creek Road is designed to pass through two school parcels in Section 19, T12N R8W, MDB&M in Lake County and one parcel in Section 26, T12N R9W, MDB&M Mendocino County. The Seven-Mile Road passes through one school parcel in Sections 3, 4, 9, and 10, T11N R8W, MDB&M in Sonoma County. The Pad 1-2.4 Access Road is designed to pass through one school parcel in Section 2, T11N R9E, MDB&M in Sonoma County.
3. As to the Clearwater Creek Road, pursuant to the Commission's delegation of authority and the State CEQA Guidelines (14 Cal. Adm. Code 15025), the staff has prepared a Proposed Negative Declaration identified as EIR ND 386, State Clearinghouse No. 85052110. Such Proposed Negative

CALENDAR ITEM NO. C 1 0 (CONT'D)

Declaration was prepared and circulated for public review pursuant to the provisions of CEQA.

Based upon the Initial Study, the Proposed Negative Declaration, and the comments received in response thereto, there is no substantial evidence that the Clearwater Creek Road construction project will have a significant effect on the environment. (14 Cal. Adm. Code 15074(b))

4. As to the Seven-Mile Road segment, pursuant to the Commission's delegation of authority and the State CEQA Guidelines (14 Cal. Adm. Code 15061), the staff has determined that this activity is exempt from the requirements of the CEQA as a categorical exempt project. The project is exempt under Class 1, Existing Facility, 2 Cal. Adm. Code 2905(a)(2).

Authority: P.R.C. 21084, 14 Cal. Adm. Code 15300, and 2 Cal. Adm. Code 2905.

5. As to Pad 1-2.4 Access Road, an EIR was prepared and adopted for this project by the County of Sonoma. The State Lands Commission's staff has reviewed such document and have identified the following significant environmental effects which involve the part of the project that the Commission will be considering for approval. These are followed by changes, alterations, or permit conditions which should be required in or incorporated into the proposed project. In addition, a statement follows each mitigation measure explaining why or how such measure will accomplish its intended goal:

Impacts

- a. On the north side of Squaw Creek, the road passes through or infringes on nine archeological sites.

CALENDAR ITEM NO. C 10 (CONT'D)

- b. About 4.3 acres of Blue Oak Woodland, Digger Pine-Manzanita Woodland, grassland, and some Chamise would be lost.
- c. A road parallel to Squaw Creek will create a significant loss of riparian habitat and greatly increase risk of sedimentation and gully erosion.
- d. About 4.6 acres of Mixed Oak-Madrone, Douglas Fir-Black Oak-Madrone, and a small Deciduous Oak Woodland would be lost. This entire area has significant wildlife habitat value.
- e. Two deeply incised perennial streams and several other steep-sided intermittent waterways would have to be crossed. The crossing at Squaw Creek will have a significant impact on the stream biota and riparian vegetation.
- f. Several unstable/landslide areas have to be crossed. There is a high potential for construction-induced landslides on high-cut slopes underlain by soil creep and landslide debris.
- g. Much of the road cut and fill cannot be balanced, resulting in spoil. Spoil deposit areas are located some distance from this area, north of Caldwell Pines.

Finding

Changes or alterations have been required in, or incorporated into, the project which mitigate or avoid the significant environmental effects thereof as identified in the Final EIR and site specific assessment. Such changes or alterations involve an alternative access road route.

Facts Supporting Finding

The proposed access road right-of-way being applied for and under Commission consideration, is the alternative access road route.

CALENDAR ITEM NO. C 1 0 (CONT'D)

APPROVALS OBTAINED:

Grading (road) and building (bridge) permits -
Lake County Building Department. 1601 and 1603
permits (streambed alterations) - Department of
Fish and Game.

EXHIBITS:

- A. Land Description.
- B. Location Map.
- C. Agreement Granting Reciprocal Road Use
Easements.
- D. Proposed Negative Declaration.
- E. Findings

IT IS RECOMMENDED THAT THE COMMISSION:

1. AS TO THE CLEAR CREEK ROAD, CERTIFY THAT A NEGATIVE
DECLARATION, EIR NO 386, STATE CLEARINGHOUSE NO. 85052110,
WAS PREPARED FOR THE CLEARWATER CREEK ROAD CONSTRUCTION
PROJECT PURSUANT TO THE PROVISIONS OF THE CEQA AND THAT THE
COMMISSION HAS REVIEWED AND CONSIDERED THE INFORMATION
CONTAINED THEREIN.
2. DETERMINE THAT THE CLEARWATER CREEK ROAD CONSTRUCTION
PROJECT, AS APPROVED, WILL NOT HAVE A SIGNIFICANT EFFECT ON
THE ENVIRONMENT.
3. AS TO THE SEVEN-MILE ROAD SEGMENT, FIND THAT THE ACTIVITY
IS EXEMPT FROM THE REQUIREMENTS OF THE CEQA PURSUANT TO
14 CAL. ADM. CODE 15061 AS A CATEGORICAL EXEMPT PROJECT,
CLASS 1, EXISTING FACILITY, 2 CAL. ADM. CODE 2905(a)(2).
4. AS TO PAD 1-2.4 ACCESS ROAD, MAKE THE FINDINGS AS SHOWN IN
EXHIBIT "E".
5. FINDS THAT THE APPROVAL OF THIS AGREEMENT FOR RECIPROCAL
RIGHT-OF-WAYS IS NOT INTENDED, NOR SHALL IT BE CONSTRUED TO
BE AN APPROVAL OR AGREEMENT TO CHARGE THE COSTS OF ROADS
COVERED BY THIS AGREEMENT TO THE NET PROFITS ACCOUNTS
COVERING ANY STATE GEOTHERMAL LEASES HELD BY GEOTHERMAL
RESOURCES INTERNATIONAL, INC. OR ANY OF ITS SUBSIDIARIES.

CALENDAR ITEM NO. 10 (CONT'D)

6. AUTHORIZE THE EXECUTIVE OFFICER TO EXECUTE AN "AGREEMENT GRANTING RECIPROCAL ROAD USE EASEMENTS" WITH GEO OPERATOR CORPORATION TO PROVIDE ACCESS TO AND ACROSS LANDS AND/OR INTERESTS IN LANDS OWNED BY THE RESPECTIVE PARTIES IN LAKE, MENDOCINO, AND SONOMA COUNTIES ON THE LANDS OR INTERESTS AS DEPICTED ON EXHIBIT "A" ATTACHED AND BY REFERENCE MADE A PART HEREOF.

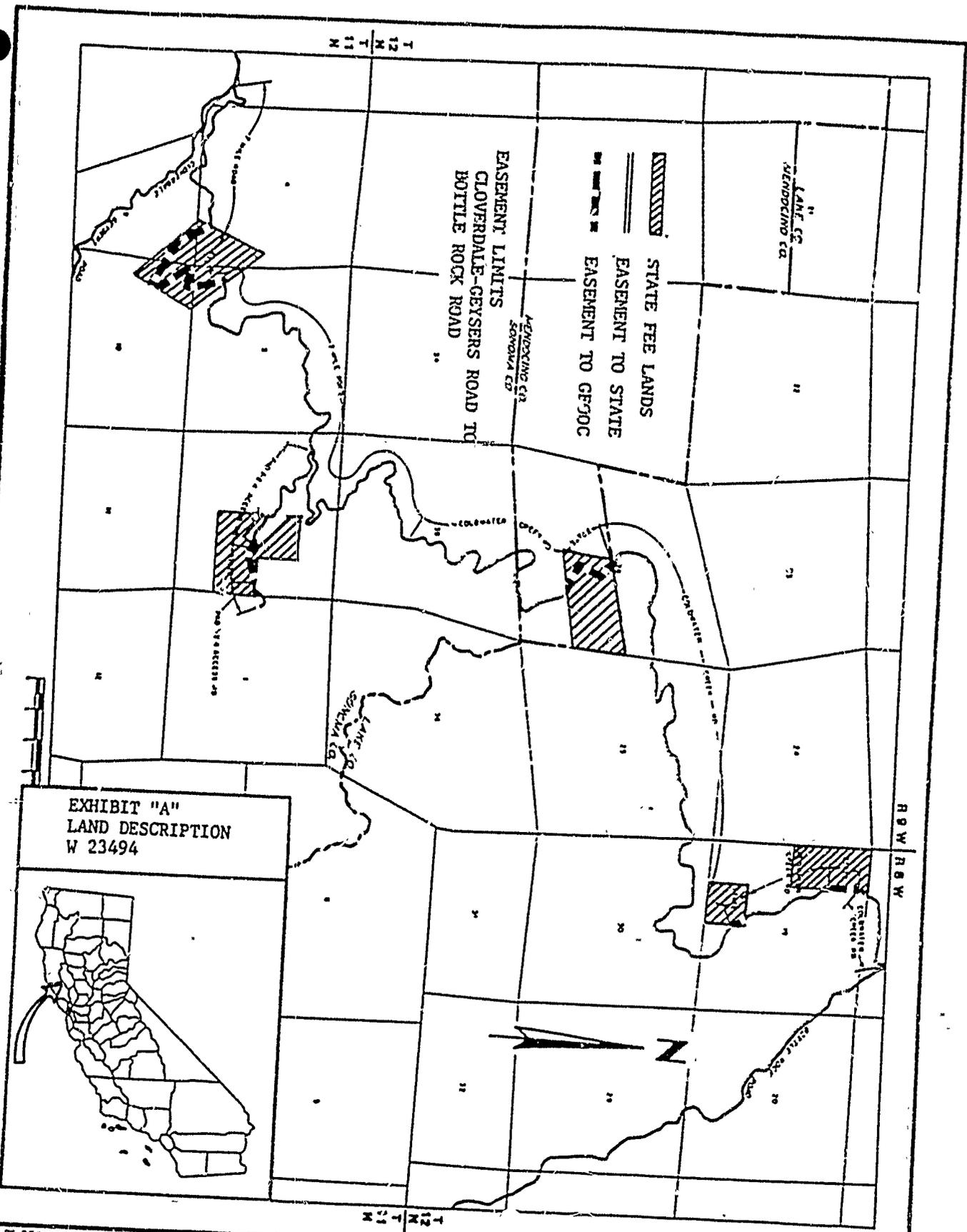
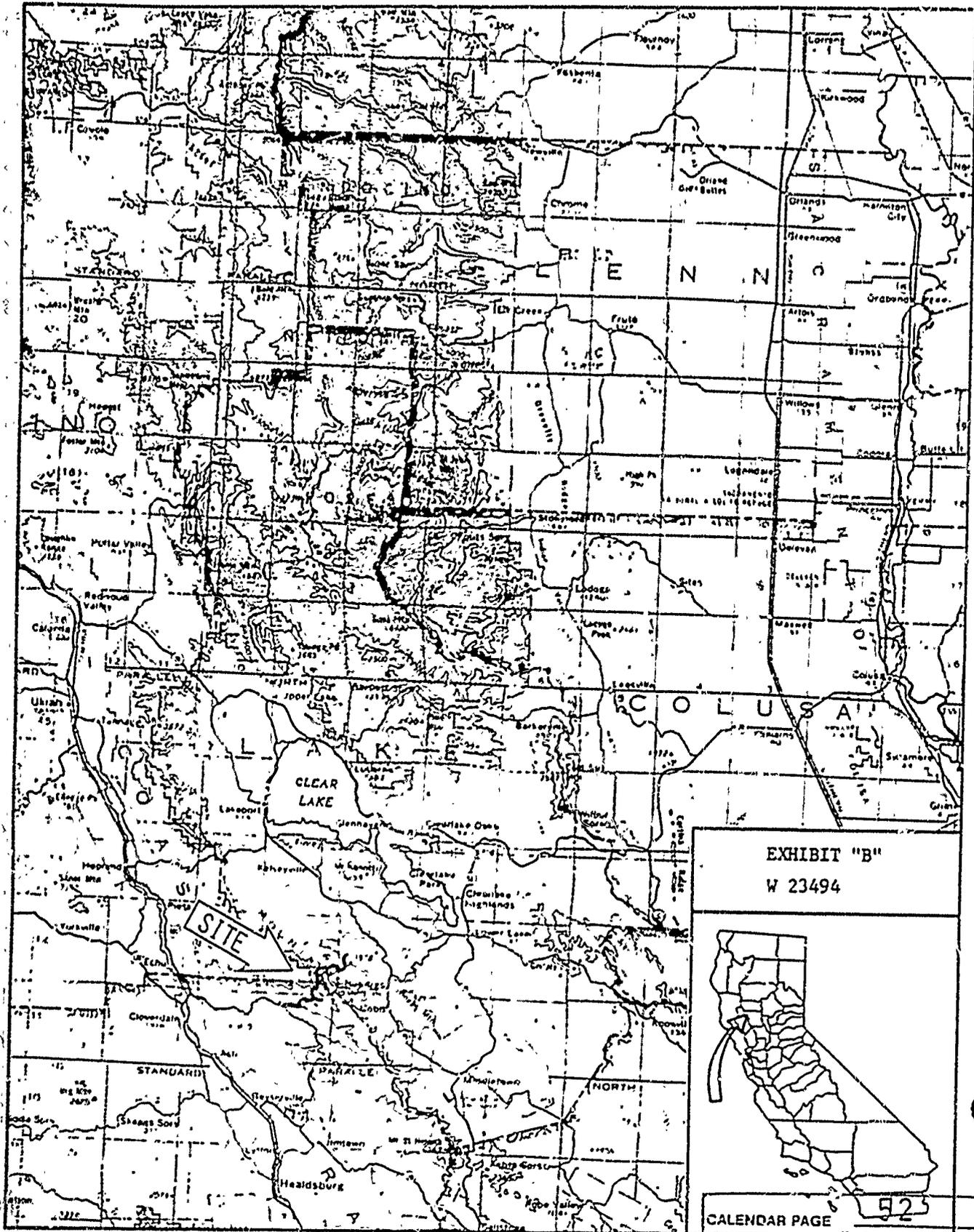


EXHIBIT "A"
 LAND DESCRIPTION
 W 23494





To Santa Rosa 15 Miles

EXHIBIT "B"
 W 23494

CALENDAR PAGE 523
 MINUTE PAGE 2333

EXHIBIT "C"

AGREEMENT GRANTING RECIPROCAL ROAD USE EASEMENTS

THIS AGREEMENT is by and between GEOTHERMAL RESOURCES INTERNATIONAL, INC., its wholly-owned subsidiary companies, including GEO Operator Corporation, collectively referred to as "GEOOC", a corporation organized under the laws of the State of Delaware, and the STATE OF CALIFORNIA, acting by and through the State Lands Commission, hereinafter sometimes referred to as "State".

WITNESSETH

WHEREAS, State is the owner of that certain real property described in Exhibit "A" attached hereto and by this reference expressly made a part hereof, hereinafter referred to as "State's property"; and

WHEREAS, GEOOC is currently negotiating for certain rights-of-way or easements across those certain routes excluding Bottle Rock Road and the Cloverdale-Geysers Road, as shown on Exhibit "C" attached hereto and by this reference expressly made a part hereof, hereinafter referred to as "GEOOC road right-of-way"; and

WHEREAS, State desires to obtain the grant of right-of-way easements for road purposes from GEOOC, to the extent GEOOC has, or hereafter acquires, the right to grant such right-of-way easements across GEOOC's road right-of-way in order to obtain access to and from the State's property for land management purposes; and

WHEREAS, GEOOC desires to obtain the grant of a right-of-way for road purposes across the State's property in order to obtain access to and from GEOOC's project areas for geothermal management purposes, as more specifically described herein; and

WHEREAS, Public Resources Code Section 6210.9 authorizes the State, under specified circumstances, to exchange easements across State lands for easements across adjoining lands.

NOW, THEREFORE, it is mutually agreed between the parties hereto as follows:

1. To the extent GEOOC has, or hereafter acquires, the right so to do, GEOOC grants unto State an easement for land management access purposes upon GEOOC's road rights-of-way along the route depicted on Exhibit "C" hereto which is by this reference expressly made a part hereof for all purposes deemed necessary or desirable in connection with the

protection, administration, management and utilization of State lands or resources. In the event GEOOC obtains road rights-of-way easements without the right to grant such easements to the State, as provided herein, then, GEOOC shall allow the State, as provided herein, access to such rights of way or road use as GEOOC's invitee.

2. State grants unto GEOOC an easement for geothermal management road access purposes upon State's property as described in Exhibit "A" and as depicted on Exhibit "B" hereto which are, by this reference, expressly made a part hereof without cost for all purposes deemed necessary or desirable in connection with the protection, administration, management, and utilization of GEOOC-owned or operated lands or resources, and shall have the right, but not the obligation, to construct, reconstruct, and maintain the road within the easement. This grant of easement by the State shall not be construed to include oil, gas, oil shale, coal, phosphate, sodium, gold, silver, or any other mineral deposits belonging to the State, as provided for in Public Resources Code Section 6401(a), or any other rights except as expressly granted hereby.
3. Each party hereto shall not use the interest granted it for purposes which would unreasonably damage the surface or the subsurface thereof.
- 4(a) Insurance Each party hereto shall have the right to require any user of the easement granted to the other party hereto to procure, to maintain, and to furnish satisfactory evidence of liability insurance in a form generally acceptable in the trade and customary in this area, insuring said party against liability arising out of its operation on the easement with combined single limit per occurrence of \$500,000 for bodily injury and property damage, plus umbrella liability insurance covering up to \$1,000,000 over and above the maximum limits of primary policy required above.
- 4(b) Indemnification by GEOOC State shall not be liable and GEOOC shall indemnify, hold harmless and, at the option of the State, defend the State, its officers, agents, and employees against and for any and all liability, claims, damages or injuries of any kind and from any cause, occurring on that portion of the GEOOC road right-of-way which crosses the State property or improvements thereon, which arise out of or are connected in any way with the exercise of

rights granted to GEOOC under this Agreement. GEOOC shall give prompt notice to State in case of any accident, injury or casualty on the State's property.

- 4(c) Indemnification by State GEOOC shall not be liable and State shall indemnify, hold harmless and, at the option of GEOOC, defend GEOOC, its officers, agents, and employees, against and for any and all liability, claims, damages, or injuries of any kind and from any cause occurring on the GEOOC road right-of-way (other than that portion which crosses the State's property), or improvements thereon, which arise out of or are connected in any way with the exercise of rights granted to State under this agreement. State shall give prompt notice to GEOOC in case of any accident, injury, or casualty on the GEOOC road right-of-way.
5. If either party hereto maintains a locked gate or other impediment to the other party's use of the interest granted to said other party by this agreement, that party shall timely furnish said other party with a key or other instrument and/or information to enable said other party to use the interest granted it by this agreement.
6. Each interest granted by this agreement is granted without warranty of title and subject to all outstanding liens, encumbrances, claims of title and all other valid legal and/or equitable interest affecting the interest granted.
7. The term of this agreement shall be for a period of forty-nine (49) years, commencing September 1, 1985 and terminating August 30, 2034.
8. Both parties reserve the right to lease, convey, grant easements across, or otherwise transfer or encumber their respective properties so long as said transfer or encumbrance or any use resulting therefrom does not unreasonably interfere with the interest granted to the other party by this agreement.
9. Each party hereto may assign, license, or otherwise permit the use of the easement granted to it under this agreement, so long as it first obtains the written consent of the other party. Each party hereby expressly consents to the other party's assignment, license, or other permit of use of rights hereunder to any of such other party's contractors, consultants, representatives, lessors, lessees, purchasers of geothermal resources (or forms of energy derived therefrom), including their respective

officers and employees, provided that each such recipient of rights first contacts GEOOC and agrees to pay to GEOOC such sum or sums as GEOOC, in its sole discretion, determines to be a fair share of construction and maintenance costs for any and all improvements on the GEOOC road right-of-way. The determination of the fair share of construction and maintenance costs shall be applied uniformly to all recipients of rights under this agreement regardless of whether those rights are obtained from GEOOC or from the State, except that recipients of rights under this agreement who share other rights-of-way with GEOOC in The Geysers Known Geothermal Resource Area may instead, in GEOOC's sole discretion, be required to pay, as their share of construction and maintenance costs, a sum or sums as may be calculated using the same, or a similar, method as is used by such other recipient in calculating GEOOC's share of any such charges under agreements applicable to such other rights-of-way.

10. This agreement shall inure to the benefit of and be binding upon the heirs, devisees, and successors to the parties hereto.
11. This agreement shall become effective on the date when it is duly executed by both GEOOC and the State.

GEOHERMAL RESOURCES
INTERNATIONAL INC.

STATE LANDS COMMISSION

By _____

By _____

Title _____

Title _____

Attest _____

Date _____

The issuance of this agreement was authorized by the State Lands Commission on _____

0120L

EXHIBIT "A"

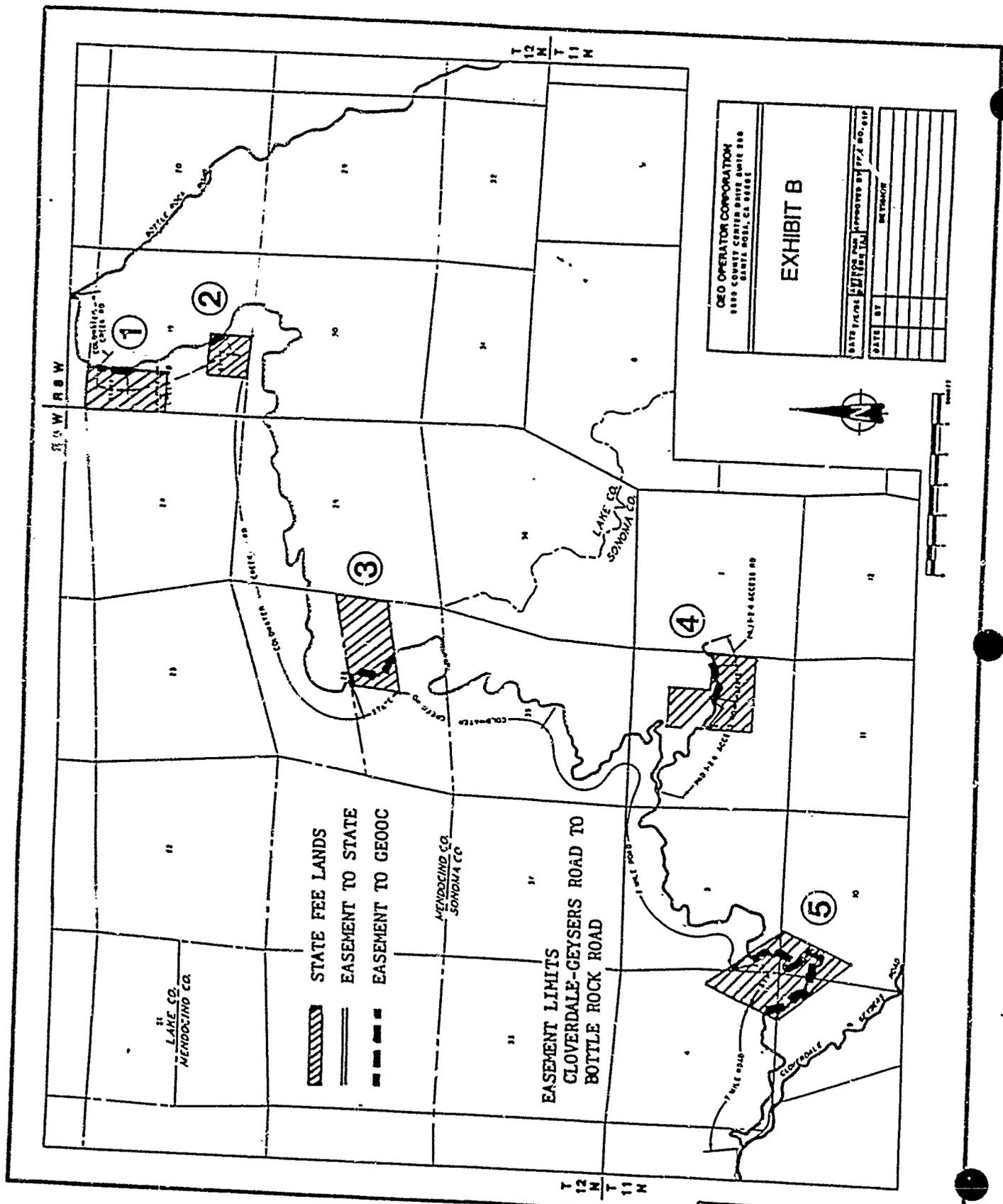
State school land of the State of California under the jurisdiction of the State Lands Commission.

- Parcel No. 1 Lots 5 & 6, Section 19, T12N R8W, MDB&M, Lake County
- Parcel No. 2 Lot 7, Section 19, T12N R8W, MDB&M, Lake County
- Parcel No. 3 N1/2SE1/4 Section 26, T12N R9W, Mendocino County
- Parcel No. 4 Lots 17, 18, 19, 20 & 21, Section 2 T11N R9W, MDB&M, Sonoma County
- Parcel No. 5 Portion of Lots 37, 45 & 46, Section 3, T11N R9W, MDB&M
Portion of Lots 37, 45 & 47, Section 4, T11N R9W, MDB&M
Portion of Lots 37, 47 & 48, Section 9, T11N R9W, MDB&M
Portion of Lots 37, 46 & 48, Section 10, T11N R9W, MDB&M, Sonoma County

Said easements herein granted shall be (66) sixty-six feet in width, being (33) thirty-three feet on either side of the centerline of the proposed road, or more, as road maintenance may require and as necessary to accommodate cut and fill slopes and drainage structures.

0120L

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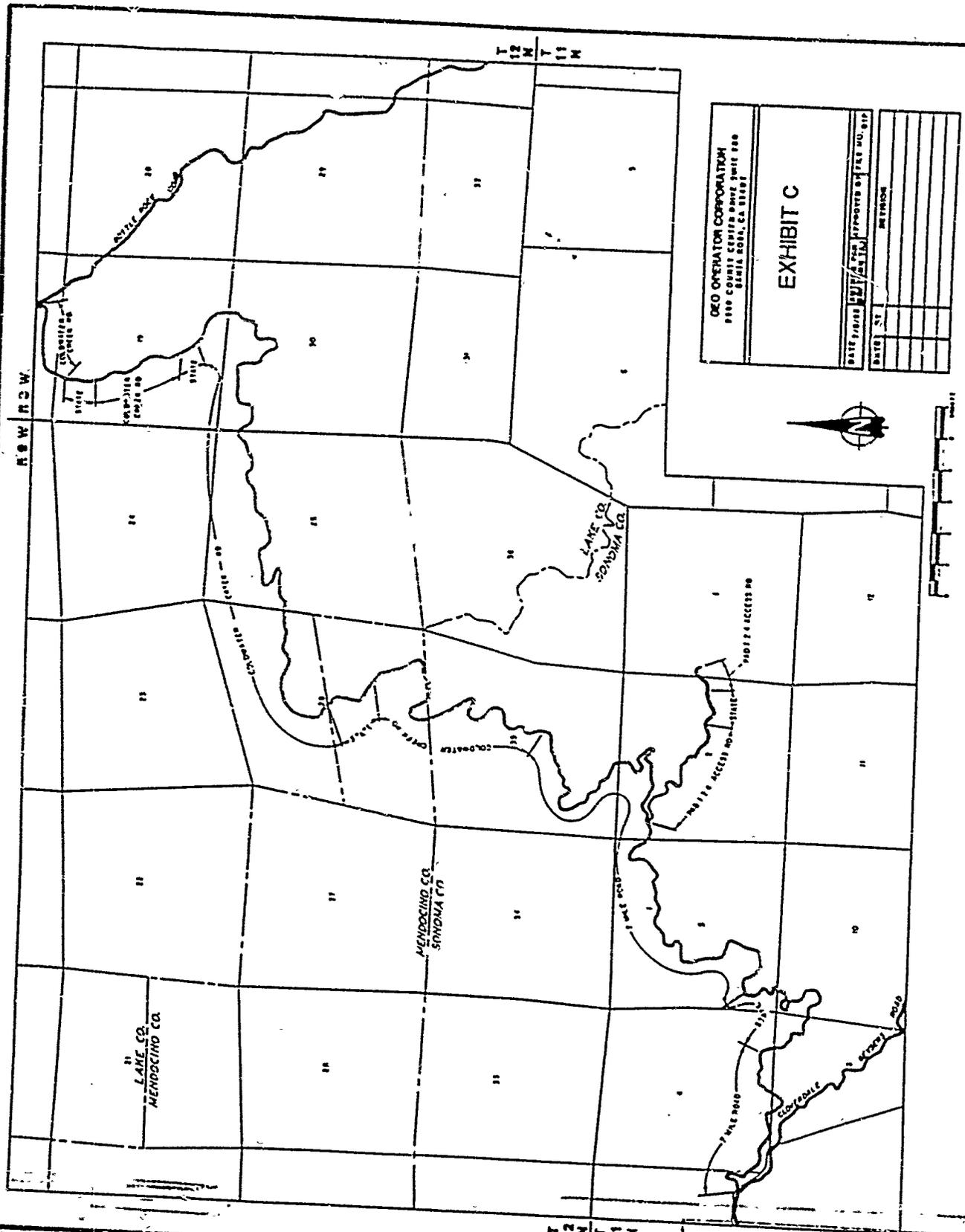


CEO OPERATOR CORPORATION
 1100 COUNTY CENTER DRIVE SUITE 200
 DAVIS, NEV., CA 89501

EXHIBIT B

DATE FROM	DATE TO	APPROVED BY	NO. 172 00-010
DATE BY		BY TRACTOR	

CALENDAR PAGE 58
 MINUTE PAGE 2339



DEO OPERATOR CORPORATION
 9100 COURSE CENTER DRIVE SUITE 200
 SANTA ROSA, CA 95403

EXHIBIT C

DATE	BY	APPROVED BY	FILE NO.
DATE	BY	APPROVED BY	FILE NO.

SCALE: 1" = 400'
 SALE NUMBER PAGE 59
 MINUTE PAGE 234U

EXHIBIT "D"

PROPOSED NEGATIVE DECLARATION



EIR ND 386

File Ref.: W 23494

SCH#: 8505 2110

Project Title: Coldwater Creek Road
Project Proponent: GEO Operator Corporation
Project Location: Lake County, California

Project Description: 6.0 mile road improvement and new construction linking Sonoma County steam fields to Bottle Rock Road in Lake County. Road width will be 30 feet. An existing bridge over Kelsey creek will be replaced.

Contact Person: Goodyear K. Walker

Telephone: (916) 322-0530

This document is prepared pursuant to the requirements of the California Environmental Quality Act (Section 21000 et seq., Public Resources Code), the State CEQA Guidelines (Section 15000 et seq., Title 14, California Administrative Code), and the State Lands Commission regulations (Section 2901 et seq., Title 2, California Administrative Code).

Based upon the attached Initial Study, it has been found that:

the project will not have a significant effect on the environment.

mitigation measures included in the project will avoid potentially significant effects.

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SC# 8505 2110

1. Project Title: Coldwater Creek Road
 2. Lead Agency: State Lands Commission
 3. Contact Person: Gundean K. Walker
 3a. Street Address: 1807 13th Street
 3b. City: Sacramento
 3c. County: Sacramento
 3d. Zip: 95814
 3e. Phone: (916) 322-0534

PROJECT LOCATION
 4. County: Lake
 4a. City/Community:
 4b. Assessor's Parcel No.
 4c. Section 25, 26 Twp. T12N Range R9W
 5a. Cross Streets: W/A
 5b. For Rural, Nearest Community: Kelseyville

6. Within 2 miles: a. State Hwy # 175 b. Air-ports none c. Rail-ways none d. Water-ways none

- | | | | | | |
|--|--|--|--|---|-----------------|
| 7. DOCUMENT TYPE | | 8. LOCAL ACTION TYPE | | 9. DEVELOPMENT TYPE | |
| CDEA | | | | | |
| 01. <input type="checkbox"/> NOP | 06. <input type="checkbox"/> NOE | 01. <input type="checkbox"/> General Plan Update | | 01. <input type="checkbox"/> Residential Units | Acres _____ |
| 02. <input type="checkbox"/> Early Cons | 07. <input type="checkbox"/> NDC | 02. <input type="checkbox"/> Fee Element | | 02. <input type="checkbox"/> Office: Sq. Ft. _____ | Employees _____ |
| 03. <input checked="" type="checkbox"/> Neg Dec | 08. <input type="checkbox"/> NCD | 03. <input type="checkbox"/> General Plan Amendment | | 03. <input type="checkbox"/> Shopping/Commercial: Sq. Ft. _____ | Employees _____ |
| 04. <input type="checkbox"/> Draft EIR | | 04. <input type="checkbox"/> Master Plan | | 04. <input type="checkbox"/> Industrial: Sq. Ft. _____ | Employees _____ |
| 05. <input type="checkbox"/> Supplement/
Subsequent EIR
(Prior SC# No.: _____) | | 05. <input type="checkbox"/> Annexation | | 05. <input type="checkbox"/> Water Facilities: MGD _____ | |
| NEPA | | 06. <input type="checkbox"/> Specific Plan | | 06. <input checked="" type="checkbox"/> Transportation: <u>Type Access Road</u> | |
| 08. <input type="checkbox"/> NOI | 11. <input type="checkbox"/> Draft EIS | 07. <input type="checkbox"/> Community Plan | | 07. <input type="checkbox"/> Mining: Mineral _____ | |
| 09. <input type="checkbox"/> FONSI | 12. <input type="checkbox"/> EA | 08. <input type="checkbox"/> Redevelopment | | 08. <input type="checkbox"/> Power: Type _____ Watts _____ | |
| OTHER | | 09. <input type="checkbox"/> Renzone | | 09. <input type="checkbox"/> Waste Treatment: Type _____ | |
| 13. <input type="checkbox"/> Joint Document | | 10. <input type="checkbox"/> Land Division
(Subdivision, Parcel Map, Tract Map, etc.) | | 10. <input type="checkbox"/> OCS Related | |
| 14. <input type="checkbox"/> Final Document | | 11. <input type="checkbox"/> Use Permit | | 11. <input type="checkbox"/> Other _____ | |
| 15. <input type="checkbox"/> Other _____ | | 12. <input type="checkbox"/> Waste Mgmt Plan | | | |
| | | 13. <input type="checkbox"/> Cancel Ag Preserve | | | |
| | | 14. <input type="checkbox"/> Other _____ | | | |

10. TOTAL ACRES: _____

- | | | | |
|--|--|--|---|
| 12. PROJECT ISSUES DISCUSSED IN DOCUMENT | | 11. TOTAL JOBS CREATED: | |
| 01. <input checked="" type="checkbox"/> Aesthetic/Visual | 08. <input type="checkbox"/> Flooding/Drainage | 15. <input type="checkbox"/> Septic Systems | 23. <input checked="" type="checkbox"/> Water Quality |
| 02. <input type="checkbox"/> Agricultural Land | 09. <input checked="" type="checkbox"/> Geologic/Seismic | 16. <input type="checkbox"/> Sewer Capacity | 24. <input type="checkbox"/> Water Supply |
| 03. <input checked="" type="checkbox"/> Air Quality | 10. <input type="checkbox"/> Jobs/Housing Balance | 17. <input type="checkbox"/> Social | 25. <input type="checkbox"/> Wetland/Riparian |
| 04. <input checked="" type="checkbox"/> Archaeological/Historical | 11. <input type="checkbox"/> Minerals | 18. <input checked="" type="checkbox"/> Soil Erosion | 26. <input checked="" type="checkbox"/> Wildlife |
| 05. <input type="checkbox"/> Coastal Zone | 12. <input checked="" type="checkbox"/> Noise | 19. <input type="checkbox"/> Solid Waste | 27. <input type="checkbox"/> Growth Inducing |
| 06. <input type="checkbox"/> Economic | 13. <input type="checkbox"/> Public Services | 20. <input type="checkbox"/> Toxic/Hazardous | 28. <input type="checkbox"/> Incompatible Landuse |
| 07. <input checked="" type="checkbox"/> Fire Hazard | 14. <input type="checkbox"/> Schools | 21. <input type="checkbox"/> Traffic/Circulation | 29. <input type="checkbox"/> Cumulative Effects |
| 13. <input type="checkbox"/> FUNDING (approx) Federal \$ _____ | State \$ _____ | 22. <input checked="" type="checkbox"/> Vegetation | 30. <input type="checkbox"/> Other _____ |
| 14. <input type="checkbox"/> PERCENT LAND USE AND BONDING: <u>Geothermal exploration, watershed, open space, large ranch house</u> | Total \$ _____ | | |

15. PROJECT DESCRIPTION: 6.0 mile road improvement and new construction linking Sonoma county geothermal steam fields to Bottle Rock Road in Lake county. Road width will be 30 feet. An existing bridge over Kelsey Creek will be replaced.

16. SIGNATURE OF LEAD AGENCY REPRESENTATIVE: _____

CALENDAR PAGE 61
 MINUTE PAGE 2342
 DATE: _____

NOTE: Clearinghouse will assign identification numbers for all new projects. If a SC# number already exists for a project (e.g. from a Notice of Preparation or previous transmittal), please fill in the _____

EXHIBIT "E"

The following findings relate to each of the potential significant effects identified in the Environmental Impact Report (EIR) prepared for the project affecting the State Lands Commission decision:

WELL PAD 1-2.4 ACCESS ROAD

IMPACTS

- a. On the north side of Squaw Creek, the road passes through or infringes on nine archeological sites.
- b. About 4.3 acres of Blue Oak Woodland, Digger Pine-Manzanita Woodland, grassland, and some Chamise would be lost.
- c. A road parallel to Squaw Creek will create a significant loss of riparian habitat and greatly increase risk of sedimentation and gully erosion.
- d. About 4.6 acres of Mixed Oak-Madrone, Douglas Fir-Black Oak-Madrone, and a small Deciduous Oak Woodland would be lost. This entire area has significant wildlife habitat value.
- e. Two deeply incised perennial streams and several other steep-sided intermittent waterways would have to be crossed. The crossing at Squaw Creek will have a significant impact on the stream biota and riparian vegetation.
- f. Several unstable/landslide areas have to be crossed. There is a high potential for construction-induced landslides on high-cut slopes underlain by soil creep and landslide debris.
- g. Much of the road cut and fill cannot be balanced, resulting in spoil. Spoil deposit areas are located some distance from this area, north of Caldwell Pines.

Finding

Changes or alterations have been required in, or incorporated into, the project which mitigate or avoid the significant environmental effects thereof as identified in the Final EIR and site specific assessment. Such changes or alterations involve an alternative access road route.

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MINUTE PAGE	2343

Facts Supporting Finding

The proposed access road right-of-way being applied for and under Commission consideration, is the alternative access road route