

**MEMORANDUM OF UNDERSTANDING**  
**among**  
**CHAMPION INTERNATIONAL CORPORATION,**  
**U.S. FISH AND WILDLIFE SERVICE,**  
**THE NATURE CONSERVANCY,**  
**N.C. WILDLIFE RESOURCES COMMISSION,**  
**N.C. PARTNERS IN FLIGHT,**  
**and the**  
**N.C. DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES**  
**for the**  
**CONSERVATION OF RIPARIAN BUFFERS**  
**within the**  
**UPPER TAR RIVER BASIN**

This agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 1998; by and between the Champion International Corporation, the U.S. Fish and Wildlife Service, The Nature Conservancy, the N.C. Wildlife Resources Commission, and the N. C. Department of Environment and Natural Resources (hereinafter referred to as the Department).

**Objectives:**

WHEREAS Champion International Corporation, a privately owned timber corporation, is strongly committed to the conservation of riparian buffers contributing to overall aquatic diversity, water quality and wildlife habitat; and

WHEREAS Champion International Corporation:

recognizes the value of no-harvest zones directly adjacent to the stream to protect aquatic habitat from insolation and sedimentation, to maintain the integrity of stream banks through the development of extensive, near-shore root networks, and to provide a diversity of plant materials necessary for energy flow, nutrient cycling, and structure within aquatic habitats; and

recognizes that larger buffers extending beyond the no-cut zone, when managed through careful selective harvest, help control the rafting of excessive woody debris into the associated streams and help maintain the integrity of the no-harvest zone; and

owns 32 miles of riparian buffer in the Upper Tar River Basin, a watershed whose designated component streams are nationally significant, containing sixteen rare animal species, ten of which are rare mussels (two Federally Endangered and six State Threatened); and

as one of the major landowners in the Upper Tar River Basin, is committed to demonstrating leadership in the conservation of riparian buffers; and

WHEREAS, the U.S. Fish and Wildlife Service is the principal Federal agency with responsibility for conserving, protecting, and enhancing fish and wildlife and their habitats for the continuing benefit of the American people. Whereas protection strategies used by the Fish and Wildlife Service are as follows:

acquiring, protecting and managing unique ecosystems necessary to sustain fish and wildlife, such as migratory birds and endangered species. The Service presently manages 511 national wildlife refuges covering 92 million acres (58 refuges have been acquired specifically for threatened and endangered species);

entering into agreements with other natural resources agencies, organizations, and private entities that promote conservation of Federal Trust resources such as migratory birds, endangered species, wetlands and riparian areas;

implementing recovery plans for Federally listed endangered and threatened species under the authority of the Endangered Species Act of 1973, as amended;

assisting private landowners in restoring, enhancing, and maintaining valuable fish and wildlife habitat while keeping the land in private ownership;

encouraging land management practices that balance human needs and uses with wise stewardship of fish and wildlife;

developing environmental awareness and outreach programs to promote a more informed and involved citizenry to understand the need for conservation of the world's biological diversity.

WHEREAS, under existing provisions of law, the U.S. Fish and Wildlife Service is authorized to enter into agreements with private corporations and organizations, and other public agencies; and

WHEREAS, the North Carolina Wildlife Resources Commission's mission is to manage, restore, develop, cultivate, conserve, protect, and regulate wildlife resources and their habitats for the citizens of the state, and

WHEREAS, the conservation strategies used by the Wildlife Resources Commission include:

acquiring and managing lands to better conserve wildlife resources;

cooperating with numerous other governmental agencies, conservation groups, and landowners to facilitate enhanced conservation of wildlife resources;

surveying large areas of the state to help identify state, regional, and nationally significant wildlife resources; and

entering into conservation agreements with owners of significant habitats to provide for appropriate management of wildlife resources; and

WHEREAS, The Nature Conservancy is a private non-profit conservation organization established to protect and preserve the nation's significant natural areas; and

WHEREAS, the protection strategies used by The Nature Conservancy are as follows:

acquiring and managing some of the most significant natural areas as private nature preserves, and using those preserves to educate the public about the value of natural areas;

entering into legally binding conservation agreements with owners of significant natural areas in order to provide for ecologically sound management of the rare species and communities therein;

facilitating acquisition of significant natural areas by public agencies through negotiation with landowners and, at times, temporary ownership of real property until agency funds become available;

entering into memoranda-of-understanding with landowners of significant natural areas in order to provide for inventory, management, and protection of natural areas; and

promoting the awareness and involvement of the general public, private corporations, and agencies in natural area protection; and

providing information to assist landowners in land use planning that optimally has beneficial impacts on the special elements of natural diversity and natural areas which best exemplify the state's natural heritage; and

WHEREAS, through policies established by its Board of Governors, The Nature Conservancy is authorized to enter into Agreements with public agencies and private corporations; and

WHEREAS North Carolina Partners in Flight is a program that works to save species and habitats before they become endangered by promoting joint efforts between agencies, organizations, and individuals to further migratory bird conservation; and

WHEREAS North Carolina Partners in Flight:

promotes understanding of the problems facing migratory birds through a variety of educational efforts targeted toward the public and other interested groups; and

provides training opportunities for natural resource professionals and educators; and

participates in bird monitoring programs currently in place such as the Breeding Bird Survey (BBS), Monitoring Avian Productivity and Survivorship (MAPS), the Christmas and Spring Bird Counts, Point Counts, and Migration Monitoring; and

works to develop partnerships with individuals, and also local, state, regional, national, and international groups, organizations and agencies that will benefit migratory birds and their habitats; and

assists in the development and implementation of local, statewide, regional, and national management plans to help further migratory bird conservation; and

attempts to locate fundraising sources which will fuel additional migratory bird research, management or educational efforts throughout the state and region; and

WHEREAS, under the direction of the North Carolina Partners in Flight Steering Committee, Partners in Flight is authorized to enter into Agreements with public agencies and private corporations; and

WHEREAS the Department's Division of Parks and Recreation was created by the General Assembly of North Carolina to inventory and facilitate the protection of the special elements of natural diversity and natural areas which best exemplify the state's natural heritage; and

WHEREAS the protection strategies used by the Division of Parks and Recreation include:

acquiring and managing significant natural areas; and

promoting appreciation through educational and interpretive activities; and

establishing a statewide system of registered natural areas and dedicated nature preserves;

entering into Memoranda of Understanding with landowners of significant natural areas that provide for inventory, management, and protection of natural areas;

promoting the awareness and involvement of the general public, private corporations, and agencies in natural area protection; and

providing information to assist landowners in land use planning that optimally has beneficial impacts on the special elements of natural diversity and natural areas which best exemplify the state's natural heritage; and

WHEREAS, under existing provisions of law, the Department is authorized to enter into agreements with private corporations; and

NOW THEREFORE, in consideration of the above premises and in the interest of the mutual advantage in attainment of common objectives, the parties hereto desire to cooperate and mutually agree as follows:

**Statements of Work:**

A. Champion International Corporation agrees to:

1) work cooperatively with the Division of Parks and Recreation's Natural Heritage Program to identify and map riparian buffers adjoining designated perennial streams (see map in Attachment) in the Upper Tar River Basin on tracts owned by the Champion International Corporation. The riparian buffer will be a minimum of 200 feet in width. Within that buffer there will be a no-harvest zone that will extend from the stream edge to a distance of 50 feet or to the top of the first levee, whichever is greater. The remaining buffer, approximately 150 feet, will be selectively harvested according to the provisions described in 2).

2) manage the selectively harvested zone within the 200-foot buffer as follows in order to enhance wildlife habitat suitability:

a) avoid conversion of hardwood or mixed forests to pine;

b) use single tree or small group selection to remove trees, ideally retaining an average of 70% canopy closure throughout the buffer, with no less than 50% closure in any specific location

c) retain den trees, mast-producing trees, or other tree species utilized by wildlife;

d) conduct tree harvest during the non-breeding season (October 1st to March 1st) when possible;

e) avoid construction of new roads or right-of-way corridors within the buffer;

f) keep existing road widths to a minimum (ideally, 25 feet wide or less) to reduce fragmentation;

g) retain snags, especially those which do not protrude above the canopy and those which occur in clusters;

h) avoid soil disturbance to the fullest extent possible; and

i) avoid use of herbicides, pesticides, or fertilizers.

3) consult all parties to this Memorandum if any management activities not covered under this Memorandum are considered within the riparian buffer

4) add the riparian buffers as described and mapped in Attachment A to the North Carolina Registry of Natural Heritage Areas.

5) notify the Natural Heritage Program if sale, trade, or transfer of registered areas is anticipated.

6) notify the Natural Heritage Program if threats to the registered areas are observed, or if an emergency or operational situation occurs that potentially impacts a registered area.

7) facilitate access to designated riparian buffers in this agreement for representatives of other parties of the Memorandum as needed for inventory, research, and other protection activities. Access will be closed to the general

public and the properties will continue to be leased by Champion to existing recreational lessees. Lessee information will be given to the other parties of this Memorandum so that direct contact with Champion and its lessees can be made when access is needed.

B. The U.S. Fish and Wildlife Service and the N.C. Wildlife Resources Commission agree to:

- 1) contingent upon funding, jointly survey and monitor rare and common aquatic species populations.
- 2) provide information gathered to the Champion International Corporation, The Nature Conservancy, and the Division of Parks and Recreation's Natural Heritage Program.
- 3) notify Champion and its lessees when survey and/or other activities are planned on its property.

C. The Department agrees to:

- 1) provide Champion International with location and management information for the rare species and high quality natural communities known to occur in the riparian buffers, and for any rare species or natural communities subsequently identified.
- 2) notify Champion and its lessees when survey and/or other activities are planned on its property.

D. The Nature Conservancy agrees to:

- 1) provide stewardship assistance to support Champion International Corporation's management of riparian buffers.
- 2) provide additional information to Champion International Corporation pertaining to conservation easements and other protection tools available for protecting riparian buffers.
- 3) notify Champion and its lessees when survey and/or other activities are planned on its property.

D. North Carolina Partners in Flight agrees to:

- 1) encourage and support organized migratory bird research efforts in the buffer.

2) with Wildlife Resources Commission assistance, provide bird monitoring training for Champion foresters.

3) with Wildlife Resources Commission assistance, survey bird populations in the buffer and adjacent lands.

E. The U.S. Fish and Wildlife Service, The Nature Conservancy, the N.C. Wildlife Resources Commission, N.C. Partners in Flight, and the Department additionally agree to publicly recognize Champion International Corporation's leadership among timber corporations in the basinwide protection of riparian buffers.

**Conditions of Agreement:**

This Memorandum of Understanding shall become effective when signed by all the parties and shall continue in force until terminated by any party.

This Memorandum of Understanding may be terminated thirty (30) days after written notification by any party.

This Memorandum of Understanding does not promote or provide for public access. The Champion International Corporation and its lessees may control public access to the designated riparian buffers as they find necessary. Registration of the riparian buffers does not constitute assurance as to the safety conditions on the land or for the safety of the persons thereon. Any parties to this Memorandum will hold Champion International harmless for any damage or injury incurred while on Champion property.

**Key Contacts:**

**Champion International Corporation:**

Danny Morgan  
Champion International  
Corporation  
P.O. Box 309  
Roanoke Rapids, North  
Carolina 27870  
919/533-5048

**U.S. Fish and Wildlife Service:**

John Fridell  
U.S. Fish and Wildlife  
Service  
Ecological Services Field  
Office  
Asheville, North Carolina  
28801  
704/258-3939 ext. 225

**N.C. Wildlife Resources Commission:**

John Alderman  
North Carolina Wildlife  
Resources Commission  
512 N. Salisbury Street  
Raleigh, North Carolina  
27604-1188  
919/542-5331

**The Nature Conservancy:**

Merrill Lynch  
North Carolina Chapter of  
The Nature Conservancy  
4011 University Drive  
Suite 201  
Durham, North Carolina  
27707  
919/403-8558

**Department of Environment and Natural Resources:**

**Partners in Flight:**

Mark Johns

Ann Prince, Protection  
Specialist  
Mike Schafale, Community  
Ecologist  
North Carolina Natural  
Heritage Program  
Division of Parks and  
Recreation  
P.O. Box 27687  
Raleigh, NC 27611-7687  
919/715-8695 (Ann Prince)  
919/715-8689 (Mike  
Schafale)

Partners in Flight  
PO Box 564  
Cary, North Carolina 27512  
919/852-5124

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**Signature:**

CHAMPION INTERNATIONAL CORPORATION

APPROVED:

Larry Davis, General Manager, Eastern Carolina Region Date

**Signature:**

U.S. FISH AND WILDLIFE SERVICE

APPROVED:

Sam D. Hamilton, Regional Director Date

**Signature:**

N.C. WILDLIFE RESOURCES COMMISSION

APPROVED:

Charles R. Fullwood, Director Date

**Signature:**

THE NATURE CONSERVANCY

APPROVED:

Katherine Skinner, Director Date

**Signature:**

PARTNERS IN FLIGHT

APPROVED:

**Signature:**

DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES

Division of Parks and Recreation

APPROVED:

Dr. Philip K. McKnelly, Director Date