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Page 1 of 23
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Filed by: SKAMANIA COUNTY TITLE
Filed & Recorded in Official Records
of SKAMANIA COUNTY
J. MICHAEL GARVISON
AUDITOR
Fee: \$54.00

After Recording Return to:
Omroa Bhagwandin, Program Manager
Cooperative Endangered Species Conservation Fund
Asset Management and Protection Division
Washington Department of Natural Resources
1111 Washington Street SE
P. O. Box 47014
Olympia, WA 98504-7014

REAL ESTATE EXCISE TAX

N/A
JUN 30 2006

PAID

N/A
C. deputy
SKAMANIA COUNTY TREASURER

28209

CONSERVATION EASEMENT

Grantor: World Steward
Grantee: The Washington State Department of Natural Resources
Legal: The SE ¼ of the NE ¼ of Section 26, T3N, R9 E, W.M.
Tax Parcel Nos.: 03-09-26-0-0-0400-00 and 03-09-26-0-0-0400-06
Cross Reference: USFWS Grant E-31-HL-1
Full Legal on Page 13

This Conservation Easement ("Easement") is made as of the 26th day of June, 2006, by and between World Steward, a State of Washington non-profit corporation located at 101 Highland Orchard Road, Underwood, Washington 98651 ("Grantor") and the State of Washington, acting by and through the Department of Natural Resources ("State").

NOTICE OF GRANT

Grantor is the owner of certain real property located in Skamania County, Washington, which is legally described in Exhibit A ("Property"). Grantor submitted a grant proposal through State, and State is the recipient of a grant award of financial assistance from The U.S. Fish and Wildlife Service ("USFWS"), funded under the 2005 Cooperative Endangered Species Conservation Fund's Habitat Conservation Plan Land Acquisition grant for the Little White Salmon Corridor project, pursuant to Federal Grant Agreement Number E-31-HL-1, under Catalog of Federal Assistance Number 15-615 dated April 01, 2006; and pursuant to Section 6 of

the Endangered Species Act of 1973, as amended, 16 USC 1531 et seq. between State and USFWS (collectively and severally, the "Grant"(Exhibit B)), for the acquisition of the Property.

Grantor and State have executed a Cooperative Agreement dated June 26, 2006 addressing additional terms to be performed by Grantor and State relating to administration of the Grant.

This Easement is granted to implement the purpose and objectives of the Grant, the terms of which are made a part hereof.

The specific conservation values of the Property will be documented in the Grant and in an inventory of relevant features of the Property, ("Baseline Documentation"), and placed on file at the Department of Natural Resources, and which is specifically incorporated as a material part of this Easement, which includes reports, maps, photographs, and other documentation that the parties agree provide, collectively, an accurate representation of the Property as of the date of the Baseline Documentation and which is intended to serve as an objective, though non-exclusive, information baseline for monitoring compliance with the terms of the Easement. The parties agree that the Grantee shall gather the Baseline Documentation no later than fourteen (14) days from the date of this Easement, and that the Baseline Documentation gathered by Grantee shall represent a fair and accurate inventory of the Property's relevant features at the time of the Easement.

GRANT OF EASEMENT

NOW, THEREFORE, in consideration of \$475,000 (FOUR HUNDRED SEVENTY FIVE THOUSAND AND NO U.S. DOLLARS) funded through the above Grant and other good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby convey and warrant, pursuant to RCW 64.04.130, to State, subject to encumbrances, conditions, restrictions, and limitations of record, a conservation easement in perpetuity according to the terms set forth herein.

1. **Use.** Grantor shall submit a written Management Plan ("Plan") for the management of the Property in perpetuity to protect and enhance its significant natural features consistent with protection of natural features and habitat values, in accordance with the intended conservation purposes of the Grant. Grantor must provide a statement outlining the content of the Plan that is approved by State prior to execution of the Easement. The final Plan must be completed no later than April 01, 2008. Any amendments to the Plan must be in writing and approved by State, which approval shall not be unreasonably withheld. The purpose of the Plan is to confirm that

activities on the Property are consistent with the terms of this Easement; it shall not create any obligation on the part of the Grantor to complete the activities in the Plan.

Grantor agrees to hold and use the Property for habitat and conservation purposes as specified in the Grant. Grantor reserves the right to use the Property for any uses or activities that are not inconsistent with the restrictions set forth herein, the Grant, the Little White Salmon Biodiversity Reserve Science Advisory Board (SAB), or the Plan. The parties agree that activities deemed consistent with the purpose of the Grant and this Easement will include but not be limited to:

- 1) Activities related to the protection, preservation, monitoring, restoration and enhancement of the forest, riparian area, wetland or other natural areas or features of the Property including, but not limited to: maintenance, replacement, relocation and removal of existing roads, power lines, culverts, or other improvements; research; removal of non-native or invasive species; construction, maintenance and replacement of fences and gates to protect the natural features of the Property from damage; and forest health, such as risk reduction through underburning, thinning, or harvest to stop the spread of disease or insect infestation. If the Grantor determines that needs for such activities exist, discussions shall be held with the State in which the USFWS may participate, prior to implementing any such activities.
- 2) Interpretive trail construction, maintenance, replacement and removal, subject to approval in advance by the State, which approval shall not be unreasonably withheld, in consultation with the USFWS.
- 3) Selective and/or single tree harvest of timber where special management objectives consistent with the purpose of the Grant and the SAB make these harvest methods appropriate can be done in order to: develop and maintain a multi-aged, multi-storied stand; create diversity; or remove valuable products from the stand. Such harvest is subject to approval in advance by the State, which approval shall not be unreasonably withheld, in consultation with the USFWS.
- 4) Forest regeneration after natural disturbances or State and USFWS approved selective harvest activities, pursuant to Paragraph 3 above.
- 5) Stewardship learning and environmental education consistent with World Steward's mission and the Plan.
- 6) Low-impact recreation, including, but not limited to bird watching, hiking, and picnicking.
- 7) Installation, maintenance, replacement and removal of signage on the Property to limit use or access, for interpretive information, and to indicate the participation of the Grantor and of any of the Grantor's funding sources in the acquisition and maintenance of the Property.
- 8) Any other activities agreed upon in the Plan.

- 9) When feasible, and mutually agreed upon, cooperate with State to allow State to conduct research activities and monitor such activities in connection with promoting forestland use, protection, and conservation such as protecting important scenic, cultural, wildlife and recreational resources, ecological values, public recreation, and environmental quality consistent with all provisions of this Easement.

The parties further agree that the following activities are deemed inconsistent with the purpose of the Grant, unless such activities are implemented in conjunction with a condemnation action, and/ or are done pursuant to rights in existence prior to date of Easement. Activities include but are not limited to:

- 1) Construction of residential or commercial structures. Grantee acknowledges that there is an existing residence and garage on the Property that is not a part of the conservation plan for the management of this Property and will be removed or demolished at sole cost to Grantor within 12 months of this Easement as outlined in the terms of the Cooperative Agreement.
- 2) Subdivision of the Property.
- 3) Excavation of sand, stone, gravel or other minerals.
- 4) Road or pipeline construction or granting of easements for rights-of-ways for roads, power lines, pipelines, or electronic sites, not permitted above, unless such activities are implemented in conjunction with a condemnation action.
- 5) Clear cutting of timber.
- 6) Cattle grazing.

2. Purpose. This Easement is specifically intended to protect mature upland forest of the North Rim of the Columbia River Gorge, unique in combining habitat characteristics of both the eastern and western Columbia Gorge; to provide a habitat corridor for movement of northern spotted owls between blocks of suitable habitat on federal lands to the north in Washington, and south across the Columbia River to federal lands in Oregon; and habitat of federal and state listed, proposed, and candidate species covered under the State's Habitat Conservation Plan ("HCP") and the Endangered Species Act (16 U.S.C. 1531 et seq.), and other species identified in the Grant. Grantor shall not use the Property in any manner inconsistent with all management prescriptions provided in the Grant and Plan as to the species identified therein.

3. Notice of Intended Use. Grantor shall give State advance notice of planned activities to be conducted on the Property that will have a significant impact upon the physical or biological character of the Property, or any portion of the Property, including but not limited to any activity listed in Section 1 as consistent with the purpose of the Grant at least annually on the anniversary date of this Easement ("Annual Notice"). If Grantor intends to use the Property for a use not listed on the Annual Notice, Grantor shall give State thirty days prior written notice of such use or activity. If State does not object to planned activities within 30 days of receipt of the

Annual Notice or interim notice, such activities shall be deemed acceptable to State. Activities in the Annual Notice or interim notices approved by State shall be deemed amendments to the Management Plan.

4. Entry and Inspection. State may enter upon the Property to inspect for compliance with the terms of this Easement. State shall give Grantor at least seven (7) days prior written or verbal notice of such entry and will not unreasonably interfere with Grantor's use and enjoyment of the Property.

5. Successors in Interest. The terms and obligations of the Grantor and State under this Easement run with the land and bind the Grantor's and State's respective heirs, successors, agents, and assigns.

6. Encumbrances. Other than encumbrances for taxes and assessments lawfully imposed by a governmental entity, Grantor shall not encumber the Property, in whole or in part, without prior approval by the State, which consent shall not be unreasonably withheld, and the USFWS.

7. Entire Agreement. Except for the Cooperative Agreement, this Easement and the Grant set forth the entire agreement of the parties with respect to the matters herein. Except for the Cooperative Agreement, any prior or contemporaneous discussions, negotiations, or agreements are of no effect.

8. Amendment. All amendments must be in writing and signed by an authorized representative of both parties.

9. Transfer of Ownership. Grantor may convey the Grantor's interest in the Property, subject to the provisions herein, the Grant, and the federal regulations related to this Grant, after sixty (60) days prior written notice to State of such intent to transfer the Property. So long as the Property is needed for the purpose of the Grant, the new owner must be a qualifying entity under the applicable federal regulations for managing and disposing of real property, the Cooperative Endangered Species Conservation Fund restrictions, and RCW 64.04.130, and capable of managing the Property for the purpose of the Grant. Grantor shall require the new owner to assume Grantor's obligations under the Cooperative Agreement if the Cooperative Agreement is still in effect at such time. In the event Grantor intends to transfer the Property to a non-qualifying entity under the Cooperative Endangered Species Conservation Fund restrictions, 43 CFR 12.932 shall be followed in consultation with the USFWS, which is incorporated herein.

1) Authorized Conveyance: When the Property is no longer needed for the purposes

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authorized by this Grant as determined jointly by State and Grantor, Grantor must request and comply with disposition instructions from State. Disposition instructions will be provided, within State discretion, in accordance with 43 CFR §12.71 or 43 CFR §12.932 as applicable.

2) **Unauthorized Conveyance/Use:** If Grantor, in violation of the terms and conditions of the Grant, sells, transfers, encumbers, hypothecates, or otherwise disposes of any of the Property and the USFWS requires that State reimburse the USFWS a portion or all of the Grant proceeds, the Grantor shall reimburse State that same amount and other damages State incurs in connection with such violation. This is not an exclusive remedy:

State reserves its right to pursue any other remedies legally available to include specific performance.

10. Transfer by State. The State may assign its rights and obligations under this easement to a qualifying entity under the Cooperative Endangered Species Conservation Fund restrictions and RCW 64.04.130, after sixty days written notice to Grantor, so long as the USFWS has approved the transfer.

11. Identification of Property Acquired. Real property should be identified with appropriate signs as to the federal aid program under which the Property was acquired. The appropriate federal aid program symbol may be used for this purpose. If the areas are open to the public, grantor must make provisions to inform the public of the location, boundaries, and any restrictions on use.

12. Monitoring Fee. State has insufficient funding to monitor this Easement at present. Grantor acknowledges that such funding is necessary for State to participate in this program. Grantor agrees to provide State Five Hundred and Ten Dollars (\$510.00) annually, payable by the effective date of this Easement and annually thereafter no later than the anniversary date of this Easement, to be used for expenses incurred monitoring compliance with this Easement. This fee may be waived by State in total or in part, at the sole discretion of the State, if State is able to fund monitoring and enforcement by other means.

13. Rule of Construction. This Easement shall be liberally construed to carry out the purposes of the Grant to protect the conservation purposes for which this Easement was acquired. The parties acknowledge that each has had an opportunity to have this Easement reviewed by an attorney and agree that the terms shall not be presumed construed against either party.

14. Easement Monitoring. The State shall have the right to delegate monitoring and enforcement authority under this Easement to any duly appointed manager, which may include a federal, state, or local government agency or non-profit agency; provided that the delegation shall be subject to the terms and conditions of the Easement in all respects. This appointment may be changed from time to time. Grantor shall be given thirty (30) days advance written notice of such appointment.

15. Extinguishment. This Easement may be extinguished only by express release by the State, its successors or assigns or formal court order, and pursuant to condemnation. It will not be extinguished by abandonment for non-enforcement. State agrees to extinguish this Easement if the Grant no longer applies to the Property consistent with the applicable federal regulations. Grantor waives any common law right to extinguish or modify this Easement by adverse possession, prescriptive easement or other activity inconsistent with the Grant.

16. Invalidity. If any provision of this Easement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Easement, which can be given effect without the invalid provision and to this end the provisions of this Easement are declared to be severable.

17. Compliance with Laws. Grantor shall comply with all federal, state, or local laws while performing any of the activities on the Property authorized herein. Grantor specifically acknowledges that it shall comply with all laws, rules, regulations, and policies regarding the Grant. In particular, Grantor will comply with all applicable provisions of 43 Code of Federal Regulations (CFR), Part 12, Subpart F – *Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations*, and Office of Management and Budget (OMB) Circulars, A-110, A-122 and A-133, among other CFRs and OMB Circulars as applicable.

18. Enforcement. State is the intended beneficiary of this Easement with full power of enforcement. As a funding source to the State for the Grant, USFWS is a third party beneficiary to the Easement. In that capacity, USFWS may elect to exercise any and all remedies against Grantor subject to prior coordination with State and consistent with the Easement and applicable federal laws and regulations. The parties agree that monetary damage is an inadequate remedy at law to compensate for loss of the conservation values protected by this Easement and that the State shall be entitled to specific performance in addition to all other available remedies.

19. Dispute Resolution. State shall give Grantor thirty (30) days written notice (Cure Period) of a violation of this Easement or Grant. If the State determines, in its sole discretion,

that circumstances require immediate action to prevent or mitigate significant damage to the conservation values of the Property, State may pursue such corrective action without waiting for the Cure Period to expire including but not limited to a lawsuit for injunctive relief. In the event the violation is not cured within the Cure Period, or under circumstances when the violation cannot reasonably be cured within the thirty (30) day period, Grantor fails to begin curing such violation within the thirty (30) days Cure Period and diligently pursue completion of such cure, State may take such action as is reasonably necessary to correct the violation and recover the cost of such corrective action as damages including State's administrative costs. If a dispute arises out of a breach of this Easement and the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative disputed resolution with a qualified third party acceptable to both parties. If the parties agree to engage in mediating a dispute, they shall each pay 50% (fifty percent) of any costs incurred for this service. State shall be entitled to recover damages for injury to any conservation values protected by this Easement, including but not limited to damages for the loss of scenic, aesthetic, or environmental values. In the event a party retains an attorney to bring suit or seek alternative dispute resolution to interpret or enforce this Easement, the prevailing party shall be entitled to reasonable attorney's fees whether or not such matter proceeds to judgment.

20. Hold Harmless. Grantor hereby agrees to hold harmless, indemnify, and defend State and its members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them from and against any and all liabilities, penalties, fines, charges, costs (including reasonable attorney fees), losses, damages, expenses, causes of action, claims, demands, orders, judgments, or administrative actions, including injury to or death of any person, or physical damage to any property, arising out of or resulting from breach of this Easement by Grantor or any act or omission of Grantor, its employees, agents, contractors, or licensees and guests on the Property, including the violation or alleged violation of, or other failure to comply with, any state, federal, or local law, regulation, or requirement, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act and the Model Toxics Control Act, except to the extent due to the act or intentional or negligent omissions of the indemnified parties.

21. Waiver. Enforcement of the terms of this Easement shall be at the discretion of the State. Any forbearance by State to exercise its rights under this Easement in the event of breach of any term by the Grantor shall not be deemed a waiver by the State of such term or of any subsequent breach of the same or any other term of this Easement or of any of the rights of the State under this Easement. No delay or omission by the State in exercising its rights shall impair such right or remedy or be construed as a waiver.

22. No Creation of Public Rights. This Easement does not create any rights in favor of the general public to enforce the terms of this Easement.

23. Notices. Unless otherwise specified herein, any notices required or permitted under this Easement may be delivered personally, sent by facsimile machine or U.S. mail, to the following addresses or to such other place as the parties hereafter direct. Notice will be deemed given upon delivery, confirmation of facsimile, or three days after being mailed, whichever is applicable.

To State:

DEPARTMENT OF NATURAL RESOURCES
1111 Washington Street SE
PO Box 47014
Olympia, WA 98504-7014

To Grantor:

WORLD STEWARD
Attn: Henry H. (Hank) Patton
101 Highland Orchard Road
Underwood, WA 98651

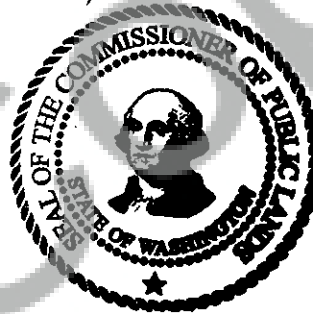
24. Order of Precedence. This Easement is entered into, pursuant to, and under the authority granted by applicable federal and state laws. The provisions of the Easement shall be construed to conform to those laws. In the event of an inconsistency in the terms of this Easement or between its terms and any applicable statute, rule, or policy or procedure, the inconsistency shall be resolved by giving precedence in the following order: (1) applicable federal/state statutes and regulations; (2) Conservation Easement; and (3) any other attachments or provisions incorporated by reference or otherwise stated in the Easement.

25. Exhibits. All exhibits referenced herein are incorporated into this Easement as part of this Easement.

A circular notary seal for Pamela J. Planchich, a Notary Public in the State of Washington. The seal features a rope-like border. The text "PAMELA J. PLANCHICH" is curved along the top, "COMMISSION EXPIRES" is curved along the left, "NOTARY PUBLIC" is in the center with a star, and "STATE OF WASHINGTON" is curved along the bottom. The date "6-30-09" is at the bottom center.

My appointment expires 6/30/09

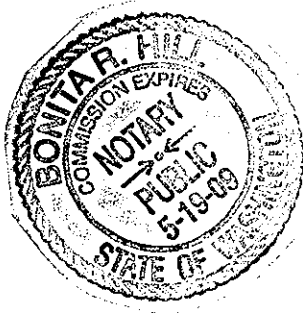
By: Doug Sutherland
Doug Sutherland,
Commissioner of Public Lands



On this 26 day of June, 2006, personally appeared before me Doug Sutherland, to me known to be the Commissioner of Public Lands, State of Washington, who executed the within and foregoing instrument on behalf of the State of Washington, and

acknowledged said instrument to be the free and voluntary act and deed of the State of Washington for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the official seal of the Commissioner of Public Lands for the State of Washington.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.



Bonita R Hill
Notary Public in and for the State of
Washington, residing at Olympia.
My appointment expires 5-19-09.

Standard Conservation Easement
Approved as to Form in January 2005
by James Schwartz
Assistant Attorney General
State of Washington

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

**EXHIBIT A
LEGAL DESCRIPTION**

The Southeast Quarter of the Northeast Quarter of Section 26, Township 3 North, Range 9 East of the Willamette Meridian, in the County of Skamania, State of Washington.

APPROVED AS TO FORM ONLY


D.N.R. LAND SURVEY

6-19-06

Dennis J. Gelvin, PLS 21674
Land Description & R/W Specialist
Land Survey Unit
Engineering Division
PO Box 47060
Olympia, WA 98504-7060

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

**EXHIBIT B
GRANT**

**Project Statement for Phase III, Little White Salmon Biodiversity Reserve
2006 HCP Land Acquisition Proposal**

This proposal would add 40 forested acres to the third phase of the Little White Salmon Biodiversity Reserve, a private non-profit wildlife area started in 1974 by a group of local teachers and conservators. The Reserve contains the largest remaining block of original forest on the northern side of the Columbia River Gorge, providing the only significant corridor between federal lands to support a continuing link between Oregon and Washington populations of northern spotted owl (see Map 1). Conservation provided by this acquisition would complement conservation strategies for spotted owls currently being implemented under the Washington Department of Natural Resources Habitat Conservation Plan within the range of the northern spotted owl.

NEED: Why is the project being undertaken?

The proposed acquisition would begin to implement Phase III of the Little White Salmon Biodiversity Reserve, purchasing one of the last two parcels to complete a 928-acre collaborative reserve containing the largest block of original forest remaining on the northern rim of the Columbia River Gorge. In the view of the Little White Salmon Biodiversity Reserve's Science Advisory Board, chaired by Dr. Charles Meslow, the old forest at the mouth of the Little White Salmon River is the only significant remaining habitat and corridor that can systematically support the connectivity of disjunct Oregon and Washington populations of northern spotted owls. This is a unique and critical service to the long term viability of the owl, and there is no other place in the Northwest so qualified to perform this function. Spotted owl activity in the Reserve was confirmed as recently as the summer of 2005.

The forty-acre St. Milly parcel (see Map 2) is the primary target of this proposal and will be protected with a permanent conservation easement as part of the larger Reserve, and managed by World Steward as part of the not-for-profit's stewardship learning programs, school and university partnerships. To prevent a destructive clear cut which was proposed by a cash buyer not interested in the Reserve, World Steward has purchased an option and is organizing bridge funding to secure the property. Without the requested federal grant, World Steward is unlikely to obtain bridge funding and will likely lose its option on the property. Hence, the need is immediate and the threat of loss of the property to logging, the siting of a manufactured home, or recreational use is likely.

The need for this acquisition was summarized by the Reserve's Science Advisory Board Members (see Attachment A for a member list). They noted some of the unique biological characteristics and opportunities that the Reserve, and additions to it, offer:

- Critical Columbia River Gorge rim habitat for the northern spotted owl unique in its ability to bridge Oregon & Washington owl populations
- Essential habitat link in both sea-level and mountain corridors, a key bridge in this corridor complex
- Habitat for other sensitive species: peregrine falcon, pileated woodpecker, Northern goshawk, olive-sided flycatcher, long-eared and long-legged myotis, Townsend's big-eared bat, Vaux's swift, Larch Mountain and Van Dyke's salamanders, harlequin duck, Oregon spotted frog and Western Pond turtle (with marsh system enhancement)
- Unique very small population of California mountain king snake
- Important privately-owned long-term ecological research station for the study of the regeneration of old forest structure; as a private non-profit, opportunity for both creativity and speed

- Opportunity for in-depth research under consistent long term management (since 1974)
- Opportunity for integrated and comprehensive watershed management research
- Restoration site for the Cut-leaved Daisy (*Erigeron compositus* var. *compositus*)

OBJECTIVE: What is to be accomplished?

The objectives of this project are:

- 1) conserve habitat essential to providing north-to-south connectivity across the Columbia River Gorge and between federal lands, for the benefit of northern spotted owls;
- 2) immediately purchase the 40-acre St. Milly's parcel on the rim of the Columbia Gorge;
- 3) preserve the property in perpetuity for conservation and as part of the Little White Salmon Biodiversity Reserve;
- 4) manage the property for late-successional forest and associated species, and biodiversity; and
- 5) purchase additional properties that will contribute to the Reserve and corridor as funding becomes available.

The requested HCP Land Acquisition funds would be used to acquire and protect the 40-acre St. Milly parcel on the rim of the Columbia River Gorge. This conservation acquisition is to be completed by December 31, 2007.

The parcel would be added to the Reserve, now four decades in assembling, which provides a unique set of permanently protected habitat and corridor capacities for the conservation of listed and sensitive species at the only sea-level passage through the Cascades between Canada and California. World Steward staff and volunteers have and will continue to support and provide management functions and services, including fuel load and invasive weed management.

World Steward seeks to acquire additional properties that are near and adjacent to already-protected Reserve lands. These additional properties will be purchased as properties become available for sale from willing owners, and as funding is available. Acquisition of these properties would further secure forested lands that constitute the north-south link between federal forests. See Attachment B for a description of the target property and future target properties.

EXPECTED RESULTS OR BENEFITS: How will the project impact fish and wildlife resources or benefit the public?

Protection of Unique Habitat

The Science Advisory Board indicates that the profile of the Little White Salmon Biodiversity Reserve "offers elements that are not readily available elsewhere." Elements that were especially noted are: the accessibility of both the Columbia River and the major tributary of the Little White Salmon River with its wildlife corridor; the accessibility of the whole Little White Salmon watershed; the proximity of the Little White Salmon River, old growth and late successional fir forests, oak woodlands, and pine forests, together with successional forests and agricultural lands. "The forest there is a cross over between east side and west side forest habitats. One need walk only 100 feet between huge Douglas-firs on the west slope and the Garry oaks on the east slope. Lands of this nature are extremely rare this close to the Columbia River Gorge" (Jarrell).

Listed Species Benefits

Fish and wildlife resources will benefit from the proposed acquisitions and their addition to the Biodiversity Reserve through conservation of habitat and the blocking up of protected lands. Two listed species covered by the DNR HCP, northern spotted owls and bald eagles, will benefit from the proposed project.

Benefits for **northern spotted owls** are significant because of the unique location of the properties and the Reserve. The potential acquisition properties and reserve lie just south of the Gifford Pinchot National Forest in Washington, north and adjacent to the Columbia River, and just north of the Mt. Hood National Forest. The project site is located within the Western Washington Cascades Province, as identified in the Draft Recovery Plan for the Northern Spotted Owl (DOI 1992). Further, the project site lies within an 18- to 20-mile zone identified by the Recovery Plan as the *only location in which interchange between spotted owl populations in Washington and Oregon could occur* (p.46).

Historically, owls are assumed to have inhabited both banks of the Columbia River. Logging, development, and urbanization of these lowland forests over time has eliminated suitable spotted owl habitat and restricted the potential for interchange between spotted owls north of the river and south of the river. The Recovery Plan identifies private lands as being important in addressing this distributional concern about north-to-south interchange (p.46). Acquisition of the target properties would help fill in the gap of protected lands that link large blocks of federal ownership managed for spotted owls, creating a corridor of suitable habitat for owls attempting to move in a north-south direction and cross the Columbia River Gorge.

The importance of this north-south linkage is specifically highlighted by both federal and state owl management plans. The federal Recovery Plan's "Biological goals and implementation on nonfederal lands" has a specific recommendation for nonfederal contributions to owl conservation in the Columbia River Gorge that calls for protecting known activity centers and developing strategies for future recruitment of additional owl habitat (p.156). The proposed St. Milly's acquisition would protect habitat within a spotted owl site center, and acquisition of other properties targeted under this proposal would secure either suitable owl habitat or future owl habitat, thereby helping to meet the Recovery Plan's goals. In addition, the St. Milly's parcel lies within the area recognized by the Washington's State Forest Practices Board as the White Salmon Spotted Owl Special Emphasis Area (SOSEA). This SOSEA is intended to provide a combination of demographic and dispersal support, and was identified for the connectivity of owls and habitat on the Yakama Indian Reservation, the southern portion of the Gifford Pinchot National Forest, and the Columbia River Gorge (Jim Michaels, USFWS, pers.comm. 2006).

Many of the scientists from the Science Advisory Board noted that the proposed lands provide a unique critical habitat for the spotted owl. In addition, the U.S. Forest Service has identified this as an "area where fragmentation of habitat may hinder or prevent interaction of spotted owls" (Gunderson). Hence the area has been noted as an "area of concern from the earliest Forest Service planning documents for spotted owls" (Gunderson). The proposed lands are especially important because of "the relative absence of federal land ownership immediately adjacent to the river" (Meslow). "The Interagency Scientific Committee's Conservation Strategy for the Northern Spotted Owl (1990)... noted that acquisitions in the area could prevent further development and improve dispersal habitat for spotted owls" (Gunderson).

The Board also noted "this habitat is situated in a key location that will significantly enhance opportunities for spotted owls to move across the Columbia River Gorge" (Gunderson). This area at the mouth of the Little White Salmon River "was identified as a key habitat corridor to bridge the Columbia River" (Meslow). "Protection of these remnant groves is important for the movement of wildlife species between large blocks of habitat on public lands to the north and south, the Gifford Pinchot and the Mt. Hood National Forests respectively" (Jolley).

There are only three areas in the Gorge that have been identified as candidate areas for spotted owls to cross the river. "However, only two of those areas on the Washington side appear to have zones of mature forest...thus permitting owls to migrate to and from [the old growth] way stations. These areas are Dog Mountain and the mouth of the Little White Salmon River" (Jolley).

"Both demographic and genetic isolation were identified as major challenges facing the owl, and the Columbia River transportation network and private lands corridor form a significant barrier to the dispersal of owls; connectivity such as that provided by the Reserve is essential to thwarting isolation" (Meslow). Advising scientists clearly indicate the importance of the proposed and matching lands as essential parcels in the Northwest's primary conservation strategy for the spotted owl.

Bald eagles will benefit from the proposed acquisition through the protection of mature forest stands suitable for perching, roosting, and nesting. Bald eagles are known to use the project area for perching and foraging. The project area's value for bald eagle feeding is particularly valuable given its adjacency to Drano Lake, which supports a large salmon fishery and receives wintering waterfowl use. Large trees providing perch sites for hunting eagles grow adjacent to and above the lake and will be protected by acquisition of the targeted parcels.

Unlisted Species Benefits

At least 18 unlisted species covered by the DNR HCP could benefit from acquisition and long-term conservation and management of the targeted properties. As reflected in the species table prepared by Dr. Meslow (Attachment C), the proposed conservation parcels and adjacent reserve lands provide habitat for a spectrum of other sensitive, unlisted species. All these species will benefit directly from preservation of existing habitat, improvement of that habitat over time as forest structure matures, the blocking of that habitat with other protected lands, the connectivity of the Reserve lands in total with large federal ownership to the north and south, and the adjacency of the site to the Columbia River and protected lands within the Gorge.

The St. Milly's parcel contains mature oak trees that provide suitable habitat for **Western gray squirrels** (*Sciurus griseus*), a state threatened species and federal species of concern. There are plenty of large oaks with cavities for natal dens and large conifer for shelter drays. Western gray squirrels occurred here historically and are currently 5 miles to the east (WDFW PHS Database). The lack of development in this area should be beneficial to this species, which is particularly vulnerable to habitat fragmentation and human development. Protection of this habitat and management to enhance and perpetuate this oak stand is expected to benefit these squirrels. Removal of smaller, competing Douglas-fir will enhance oak growth and acorn mast that provides food for many mammals and birds.

Three small but viable restoration sites for the **Western pond turtle** (*Clemmys marmorata*) exist in Spring Canyon and the Green Ranch wetland (lands within the Reserve), which have potential for outplacement as Washington Department of Fish and Wildlife's progress with colonies to the west in Skamania at Pearce Ranch, and to the east in Klickitat colonies, permit infilling to new sites. The reserve is halfway between these. Because the Reserve is above the Columbia River and free of bull frogs, success in such out-placement may be improved, and may be accompanied in this wetland habitat restoration by the **Oregon spotted frog** (*Rana pretiosa*). Amphibian specialist Char Corchran, co-author of the first and editor of the second edition of *Amphibians of the Northwest*, will lead a wetlands restoration design workshop to assess these opportunities and continue her survey of the Reserve in Spring 2006.

Washington State's unique single remaining fragment of the **California mountain king snake** (*Lampropeltis zonata*) lives only in the two mile stretch along the Columbia River that overlaps with the Reserve. *Lampropeltis* is the subject of a proposed stewardship and support program by a team of graduate students working with World Steward. "Range maps show that a relic population of the California mountain king snake inhabits this location. This population is the only one of its kind north of the Columbia River and suggests that the Little White Salmon's unique micro-climates support a "gene bank" which should not be allowed to degenerate" (local herpetologist Robert Polk of Hood River).

"The Little White Reserve has a remarkable variety of ecological components, and it would provide habitat for a wealth of species including two rare salamanders with specialized requirements. There is also the possibility of restoring or creating habitat for species of amphibians and reptiles that are declining, as well as great potential for a variety of ecological and life history studies on the Larch Mountain and VanDyke's salamanders. Although habitat for rare wildlife and plants is protected in State Parks and other areas in the Columbia Gorge, most sites are small or are composed of few distinct habitat types. The preservation, education, and research aspects of the proposed program make it exceptional and worthy of support" (Corchran).

Public Benefits

The public will also benefit from the proposed project. The expansion of the Reserve and the facilitation of stewardship learning partnerships within and around the Reserve will provide the following benefits, among others:

- Support a unique spectrum of learning partnerships with institutions local, regional and international including the Wind River Canopy Crane, Oregon State University (OSU), Lewis and Clark College, The Evergreen State College, Portland State University, Washington State University, and the Eden Project
- Support research and demonstration with OSU and others in harvest and utilization of surplus biomass that presently represents hazard or cost as invasive weed management liabilities, and forest fuel load risk
- Partner with public and private elementary schools to develop stewardship and experiential learning
- Demonstrate the effectiveness of inquiry-based science instruction linked to real world work experience

APPROACH: How will the objective be attained?

World Steward has worked since 1974 to assemble the Reserve, and the proposed acquisition will help implement the third phase of acquisition. The present proposal is designed to replace this bridge funding in 2007, to complete and permanently protect the whole of the core Little White Salmon Reserve.

World Steward has purchased an option from the willing seller of the St. Milly's parcel. If the requested federal funding is secured through this application, bridge funding will be made available through The Conservation Fund of Arlington, VA. A residential boundary adjustment will be undertaken to remove the existing residential privilege from the St. Milly parcel, to another location within the Reserve, where human use and activity can be clustered, allowing the St. Milly parcel to be devoted to habitat conservation. A residence and associated outbuildings currently on the St. Milly parcel will be demolished and habitat restored.

In addition to critical habitat and corridor functions, the Reserve is managed as landscape for stewardship learning in partnership with educational and science-based organizations and institutions, who make use of World Steward's rustic retreat and nascent learning center for the "Art and Science of Sustainable Culture" adjacent to the Reserve at Highland Farm. For more information, please see www.worldsteward.org. World Steward has a formal collaborative agreement with Oregon State University, and active collaborations underway with other local and regional schools and institutions. An international collaboration is also underway with the Eden Project in Cornwall, UK.

Besides the partners at the Reserve, there are at least eight significant partners involved in the implementation of the DNR HCP. These are: US Forest Service, National Marine Fisheries Service, US Fish and Wildlife Service, US Geological Survey, Washington Department of Fish and Wildlife, Washington State Department of Ecology, Northwest Indian Fisheries Commission, University of Washington. These entities are involved in HCP implementation through development of the small stream conservation strategy, monitoring and research for adaptive management, and participation on scientific advisory groups.

LOCATION: Where will the work be done?

The project site is located in Skamania County, Washington. See Map 1 for the project's location relative to the State of Oregon, the Columbia River, and federal ownership. See Map 2 for identification of parcels targeted for acquisition. See Attachment B for the parcel table that corresponds with Map 2.

ESTIMATED COST: Provide detailed breakdown of what is will cost to attain objective.

The federal amount requested to fund acquisition of the St. Milly's property is \$524,200. Non-federal match of 55% will be provided from land match of properties already acquired into the Reserve from PacifiCorp, cash match provided by World Steward, and/or from land match provided by a portion of Washington Department of Natural Resource's *Table Mountain/Greenleaf Peak Natural Resources Conservation Area (NRCA)* which is located in Skamania County, within the Columbia River Gorge Scenic Area. This 2,837-acre NRCA contains relatively undisturbed examples of upland and wetland forests, mountain meadows, and rare plant populations. Old growth forests on the NRCA appear in two forms, noble fir on the slopes of Table Mountain and old growth cedar in a wetland mosaic in Greenleaf Basin. See attached budget sheet for project cost detail.

Attachment A Science Advisory Board Members

Members of the Science Advisory Board assembled to evaluate the appropriateness of the Little White Salmon Biodiversity Reserve included:

- Dr. Charles Meslow, Chairman, Wildlife Management Institute
- Dr. Jerry Franklin, University of Washington
- Dr. Eric Forsman, Forest Science Laboratory OSU
- Char Corchran, Co-author of *Amphibians of the Pacific Northwest*
- Dr. Stanley Gregory, Andrews Forest Stream Team OSU
- Grant Gunderson, Endangered Species Program USFS Region 10
- Dr. Wes Jarrell, OGI Dept of Environment Science and Technology
- Dr. Russ Jolley, Author of *Wildflowers of the Columbia River Gorge*
- Dr. Amory B. Lovins, Director of Research, Rocky Mountain Institute
- Dr. Bruce Marcot, Research Wildlife Ecologist, USFS PNRS
- Dr. Donella Meadows (*deceased*), The Sustainability Institute
- Dr. Andrew Moldenke, Soil Zoologist, Oregon State University
- Dr. Robert Naiman, School of Fisheries, University of Washington
- Dr. Martin Raphael, Senior Resource Ecologist, USFS Region 10
- Dr. Lynn Royce, Chief Insect Taxonomist, OSU Extension
- Dr. Jim Sedell, Pacific Northwest Research Station, USFS Region 10

Attachment B
Little White Salmon Corridor Project
Parcel Table for Potential Acquisitions

| Priority | Parcel Name, Parcel Number | Acres | Location (Township, Range, Section) | Stand Characteristics | Estimated Parcel Cost |
|----------|----------------------------------|-------|--|--|---|
| 1 | St. Milly's 3-9-26-400 | 40 | T3N R9E S26 | 20-25% Oregon white oak (200+ yrs) 70-75% Douglas-fir (60-200 yrs) 1% scattered Ponderosa pine | \$450,000 |
| 2 | Karlsson 3-9-25-0400 | 40 | T3N R9E S25 | 65-70% Douglas-fir (200-800 yrs) 20-25% OR White Oak (100-500yrs) 3-7% Ponderosa (100-600yrs) 3-5% mixed Maple, Cherry, other | \$500,000 |
| 3 | Highland Forest 3-9-24-700 | >100 | T3N R9E S24 | 60-65% Douglas-fir (30-200 yrs) 5% mixed hardwoods 30-35% meadowland | Timber Appraisal >\$750,000 (purchase of timber rights) |
| 4 | Spirit Canyon 3-9-0000-3190 | 238 | T3N R9E S23 | Original forest, fir, oak, cedar mixed hardwoods (100-900yrs) | unknown |
| 5 | Iron Ring 3-9-25-1000 | 114 | T3N R9E S25 | Steep gorge face 50% Oak (200+ yrs) Douglas-fir (200-600 yrs) Ponderosa pine (200-600 yrs) | unknown |
| 6 | Tunnel Lake 3-9-25-0700 | 15 | T3N R9E S25 | Lake and riparian habitat Columbia River | unknown |
| 7 | Lion Camp 3-9-25-0800 | 10 | T3N R9E S25 | Steep east cliff, original oak & fir Riparian habitat/ CR & Tunnel Lake | unknown |
| 8 | Wrenwood 3-9-24-00- 1100 | 42 | T3N R9E S24 | 100% 40 yr overstocked Doug Fir in center of ancient forest reserve | unknown |
| 9 | Tugboat 3-9-25-1100 | 25 | T3N R9E S25 | Steep south-facing old fir-oak draws between rock ridges, Columbia River riparian habitat | unknown |
| 10 | Spirit North 3-9-0000-0180 | 402 | T3N R9E S14 | Wild and unharvested ancient forest canyon | unknown |

Attachment C
Species expected to benefit from the Little White Salmon Corridor Project

| | Species Common Name | Species Scientific Name | Fed/State Status | Covered by HCP? | Within Species Range? | Suitable Habitat Onsite? | Known Use by Species? |
|----|--------------------------------|---------------------------------------|---------------------|--------------------|-----------------------------|--------------------------------|---|
| 1 | Northern spotted owl | <i>Strix occidentalis caurina</i> | US: T WA: E | Yes | Yes | Yes | Yes, 2005, on site observation |
| 2 | Bald eagle | <i>Haliaeetus leucocephalus</i> | US: T WA: T | Yes | Yes | Yes | Yes, confirmed breeding site nearby |
| 3 | River lamprey | <i>Lampetra ayresi</i> | US: SC WA: - | Yes | Yes | Yes | Present in Columbia River at White Salmon |
| 4 | Western gray squirrel | <i>Sciurus griseus</i> | US: SC WA: T | Yes | Yes | Yes | Unconfirmed, H. Patton 2005 observation |
| 5 | cutthroat trout | <i>Oncorhynchus clarki</i> | US: SC WA: - | Yes | Yes | Yes | Yes, in Columbia River, per WDFW PHS database |
| 6 | Northern goshawk | <i>Accipiter gentiles</i> | US: SC WA: SC | Yes | Yes | Yes | No observations on site but expected presence |
| 7 | olive-sided flycatcher | <i>Contopus borealis</i> | US: SC WA: - | Yes | Yes | Yes | Confirmed breeding nearby |
| 8 | long-eared myotis | <i>Myotis evotis</i> | US: SC WA: M | Yes | Yes | Yes | No Survey but expected presence |
| 9 | long-legged myotis | <i>Myotis volans</i> | US: SC WA: M | Yes | Yes | Yes | No survey but expected presence |
| 10 | Townsend's big-eared bat | <i>Plecotus townsendii townsendii</i> | US: - WA: C | Yes | Yes | Yes | No survey, confirmed breeding site nearby |
| 11 | Pacific fisher | <i>Martes pennanti pacifica</i> | US: C WA: C | Yes | Yes | Yes | No observations on site, presence possible- rare species |
| 12 | California wolverine | <i>Gulo gulo luteus</i> | US: SC WA: C | Yes | Historic range | Yes | No observations on site rare species, not high elevation habitat on site |
| 13 | golden eagle | <i>Aquila chrysaetos</i> | US: - WA: C | Yes | Yes | Yes | No observations on site |
| 14 | Vaux's swift | <i>Chaetura vauxi</i> | US: - WA: C | Yes | Yes | Yes | No Survey, expected presence |
| 15 | pileated woodpecker | <i>Dryocopus pileatus</i> | US: - WA: C | Yes | Yes | Yes | Yes, pairs observed on site |
| 16 | harlequin duck | <i>Histrionicus histrionicus</i> | US: - WA: G | Yes | Yes | Yes | No Survey, breeding presence expected periodically, present in Hood River, OR |
| 17 | Oregon spotted frog | <i>Rana pretiosa</i> | US: C WA: E | Yes | Yes | Yes | Unknown |
| 18 | Western pond turtle | <i>Clemmys marmorata</i> | US: C WA: E | Yes | Yes | Yes | Between Skamania and Klickitat populations; habitat possible |
| 19 | Larch Mountain salamander | <i>Plethodon larselli</i> | US: SOC WA: S | Yes | Yes | Yes | No survey |
| 20 | California mountain king snake | <i>Lampropeltis zonata</i> | US: - WA: C | Yes | Yes | Yes | Yes, relict population; last in Washington |

| | | | |
|--|--|---|---|
| APPLICATION FOR FEDERAL ASSISTANCE | | 2. DATE SUBMITTED 04/01/05 | APPLICANT IDENTIFIER ORIGINAL |
| 1. TYPE OF SUBMISSION: | | 3. DATE RECEIVED BY STATE | STATE APPLICATION IDENTIFIER |
| Application <input type="checkbox"/> Construction <input checked="" type="checkbox"/> Non-Construction | Preapplication <input type="checkbox"/> Construction <input type="checkbox"/> Non-Construction | 4. DATE RECEIVED BY FEDERAL AGENCY | FEDERAL IDENTIFIER E-31-HL |
| 5. Applicant Information | | | |
| Legal Name State of Washington | | Organizational Unit Department of Natural Resources | |
| Address (give city, county, state, and zip code): Asset Management and Protection Division P.O. Box 47014 Olympia, Washington 98504-7014 | | Name and telephone number of the person to be contacted on matters involving this application (give area code): Omroa Bhagwandin, Program Manager (360) 902-1059 | |
| 6. EMPLOYER IDENTIFICATION NUMBER (EIN): 91-6012771 | | 7. TYPE OF APPLICANT: (enter appropriate letter in box) A. State A. State B. County C. Municipal D. Township E. Interstate F. Intermunicipal G. Special District H. Independent School District I. State Controlled Institution of Higher Learning J. Private University K. Indian Tribe L. Individual M. Profit Organization N. Other (Specify): O. Non-Profit | |
| 8. TYPE OF APPLICATION <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision If Revision, select appropriate letter(s) in box(es): A. Increase Award B. Decrease Award C. Increase Duration D. Decrease Duration E. Other (specify here): | | 9. NAME OF FEDERAL AGENCY US Department of Interior, Fish and Wildlife Service | |
| 10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 15-615 Cooperative Endangered Species Conservation Fund | | 11. DESCRIPTIVE TITLE OF APPLICANT PROJECT: Cooperative Endangered Species Conservation Fund - HCP Land Acquisition Grant: Little White Salmon Corridor Project | |
| 12. AREAS AFFECTED BY PROJECT (cities, counties, states, etc.): Endangered Species | | | |
| 13. PROPOSED PROJECT Start Date: 04/01/06 Ending Date: 04/01/08 | | 14. CONGRESSIONAL DISTRICTS OF: a. Applicant: First through Ninth (Statewide) b. Project: Third | |
| 15. ESTIMATED FUNDING: | | 16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS? | |
| a. Federal | \$ 524,200.00 | a. YES. THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON: DATE: _____ | |
| b. Applicant | \$ | b. <input type="checkbox"/> NO. PROGRAM IS NOT COVERED BY E.O. 12372 | |
| c. State | \$ | <input checked="" type="checkbox"/> OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW | |
| d. Local | \$ 639,500.00 | | |
| e. Other | \$ | 17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT? | |
| f. Program Income | \$ | <input type="checkbox"/> Yes if "Yes" attach an explanation <input checked="" type="checkbox"/> No. | |
| g. TOTAL | \$ 1,163,700.00 | | |
| 18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED | | | |
| a. Typed Name of Authorized Representative Bonnie Bunning | | b. Title Executive Director, Policy and Administration | c. Telephone number 360.902. 1034 |
| d. Signature of Authorized Representative <i>Bonnie Bunning</i> | | e. Date Signed 3-17-06 | |

Standard Form 424 (REV 4-88)
Prescribed by OMB Circular A-102Approved *[Signature]*Effective **APR 01 2006**Chief, Division of
Federal AssistanceDate **APR 14 2006**



UNITED STATES
DEPARTMENT OF THE INTERIOR
Fish and Wildlife Service
Division of Federal Aid

ORIGINAL



| | |
|--------------------|--------------------|
| a: Washington | Grant No.: E-31-HC |
| DCN (FWS Use Only) | Segment No.: |
| Agreement Period | |
| From: 4/01/06 | To: 4/01/08 |

GRANT AGREEMENT

| | | | | | | | |
|--|---|---------------|-------|--|-------|--------------|--------------|
| GRANT TITLE: Little White Salmon Corridor Project | | | | | | | |
| Grant Cost Distribution: | | | | | | | |
| Grant Share | % | Federal Share | % | Third Party | % | Total Cost | |
| Endangered Spec. HCP Land | | 524,200.00 | 45.05 | 639,500.00 | 54.95 | 1,163,700.00 | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| TOTAL COST | | | | 524,200.00 | | 639,500.00 | 1,163,700.00 |
| OTHER GRANT PROVISIONS: | | | | | | | |
| Cost accounting is required at the <u>grant agreement</u> level. | | | | | | | |
| <input checked="" type="checkbox"/> Annual Interim Financial Status Report, SF-269, is required and must specify in Box 12, Remarks, the funds used for Stewardship Investment activities | | | | | | | |
| Requirement for annual Interim Financial Status Report, SF-269, is waived | | | | | | | |
| <input checked="" type="checkbox"/> Annual Interim Performance Report is required | | | | | | | |
| Requirement for annual Interim Performance Report is waived | | | | | | | |
| The deed of purchased properties shall be encumbered to ensure that the land will be managed in perpetuity to provide habitat for endangered species consistent with the goals and objectives of this grant agreement. Evidence of such shall be included as part of the annual report. | | | | | | | |
| In-Kind Match Used? Yes <input type="radio"/> No <input type="radio"/> \$ _____ | | | | | | | |
| Describe: | | | | | | | |
| Estimated Program Income: \$ _____ | | | | | | | |
| Method of Crediting Program Income: <input type="checkbox"/> Additive <input type="checkbox"/> Deductive | | | | | | | |
| Coastal States Allocation: | | | | | | | |
| Freshwater: _____ % Marine: _____ % | | | | | | | |
| The Grantee agrees to execute this grant in accordance with the appropriate Acts above, the pertinent rules and regulations of the Secretary of the Interior contained in the Code of Federal Regulations, and the previously approved Grant Proposal to the extent encompassed by this Agreement. | | | | | | | |
| GRANTEE (Name and Address): | | | | Signature: <u>Bonnie Bussing</u> | | | |
| Washington State Department of Natural Resources | | | | Title: Executive Director, Policy and Admin | | | |
| PO Box 47014 | | | | Date: 3/17/06 | | | |
| Olympia, WA 98504-7014 | | | | | | | |
| SPECIAL GRANT CONDITIONS (FWS Use Only): | | | | | | | |
| Effective Date (FWS Use Only): _____ | | | | | | | |
| APPROVED FOR THE SECRETARY OF THE INTERIOR | | | | | | | |
| Signature: <u>[Signature]</u> | | | | Effective: APR 01 2006 | | | |
| Title: <u>Chief, Division of Federal Assistance</u> | | | | Date: APR 14 2006 | | | |

Form 3 - 1552
(Revised December 2003)

OMB Approval No. 1018 - 0049
Approval Expires 12/31/2006