

After Recording Return To:
Washington State Department of Natural Resources
Conservation, Recreation and Transactions Division
Conservation Lands Acquisition Program
1111 Washington Street SE
P. O. Box 47014
Olympia, WA 98504-7014

CONSERVATION EASEMENT
Mt. St. Helens Forest – Pine Creek F10AP00462 (E-49-HL-1)

Grantor: Columbia Land Trust, a Washington nonprofit corporation
Grantee: Washington State Department of Natural Resources
Legal: Portions of Sections 4, 5, 9, 10, 11, 14, 15 and 16, Township 7 North,
Range 6 East, Willamette Meridian, Skamania County, Washington, being
a portion of the land described in the "Revised Division Map of Swift
North" recorded under Auditor's File No. 2007167209, Records of
Skamania County, Washington, and in the deed recorded under Auditor's
File No. 2007167218, and in subsequent deed recorded under Auditor's
File No. 2013000990, Records of Skamania County, Washington.
Tax Parcel Nos.: 07060000030000; 07060000040000; 07060000080000; 07060000090000;
07060000100000; 07060000120000; 07060000130000.

This Conservation Easement ("Easement") is made as of the 3rd day of May
2013, by and between Columbia Land Trust, a Washington nonprofit corporation ("Grantor")
and the State of Washington, acting by and through the Department of Natural Resources
("State") (collectively the "Parties").

NOTICE OF GRANT

Grantor is the owner of certain real property located in Skamania County, Washington,
which is legally described in Exhibit A (the "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 2010 Cooperative Endangered Species
Conservation Fund's Habitat Conservation Plan Land Acquisition Grant for the Mt. St. Helens
Forest Project, pursuant to Application for Federal Assistance Number F10AP00462 (E-49-HL-
1) and Section 6 of the Endangered Species Act of 1973, as amended, 16 U.S.C. §§ 1531 et seq.,
between State and USFWS for the acquisition of the Property. Specific portions of the
application proposal and subsequent award ("Grant"), addressing the purpose and objectives of
the Grant and conservation values of the Property, are attached as Exhibit B.

Grantor and State have executed a Cooperative Agreement No. CA-13-190, dated
April 16, 2013, 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 are documented in the Grant and in an inventory of relevant features of the Property ("Baseline Documentation"), placed on file at the State, 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 (collectively "Conservation Values").

GRANT OF EASEMENT

NOW, THEREFORE, in consideration of the subaward by State of the USFWS Grant to Grantor, 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 on the Property in perpetuity according to the terms set forth herein.

1. **Purpose.** This Easement is intended to achieve the purpose and objectives of the Grant and protect the Pine Creek riparian habitat and the forested upland 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 the below described Management Plan as to the species identified therein. (collectively, "Purpose of Easement").

2. **Use and Management Plan.** Grantor shall develop and submit a written Management Plan, together with an accompanying Forest Management Plan (collectively, the "Plan") for the management of the Property in perpetuity to protect and enhance its significant natural features, in accordance with the intended conservation purposes of the Grant. The Plan will address management goals, methods and strategies and address key management issues relating to habitat for threatened, endangered, and other listed species. Grantor must provide a statement outlining the content of the Plan that is approved by State prior to execution of the Easement. The purpose of the Plan is to confirm that the uses and activities on the Property are consistent with the terms of this Easement. Grantor agrees to manage the Property in accordance with the Plan. The final Plan must be completed and approved by DNR no later than 09/20/2014. The Plan will be reviewed and updated on a regular basis, at least once every ten (10) years, to keep the Plan current. Any changes to the Plan will be made by written amendment as proposed by Grantor after consultation with the USFWS, and approved by State, which approval shall not be unreasonably withheld, conditioned or delayed. Any reference to the Plan contained herein shall be deemed for all intents and purposes to refer to the Plan as it may be amended from time to time in accordance with the terms hereof.

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, or the Plan.

a. **Permitted Uses and Activities.** The Parties agree that activities deemed consistent with the purpose of the Grant, the Plan and this Easement will include but not be limited to the following:

(1) Activities related to the conservation of habitat for the threatened, endangered and other listed species identified in the Grant including, but not limited to: maintenance, repair, replacement, relocation and removal of existing roads, power lines, culverts, barriers to fish passage 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; habitat restoration; and ecosystem health, such as risk reduction through under-burning, thinning, or harvest to stop the spread of disease or insect infestation.

(2) Interpretive trail construction, maintenance, replacement and removal consistent with and in furtherance of the Conservation Values and Purpose of Easement.

(3) Installation, maintenance, replacement and removal of signs on the Property to limit or direct use or access, for interpretive information, as an entrance sign, and to acknowledge the participation of the Grantor and of any of the Grantor's funding sources in the acquisition and maintenance of the Property.

(4) The undertaking of other activities that are required by and subject to compulsion of any governmental agency with authority to require such activity; provided, that any such activity be conducted so that interference with the Purpose of Easement is avoided, or, if avoidance is not possible, minimized to the extent possible.

(5) Cutting trees, construction or other disturbance of resources, including the removal of invasive species, to the extent reasonably prudent to remove, mitigate or warn against an unreasonable risk of harm to persons, property or health of native species on or about the Property. Grantor must take such steps as are reasonable under the circumstances to consult with State prior to taking actions that, but for this provision, would not be permitted or would be permitted only with approval from State.

(6) Non-commercial, low-impact public recreation, including, but not limited to bird watching, hunting, hiking and picnicking.

(7) Scientific research activities consistent with and in furtherance of the Conservation Values and Purpose of Easement. State shall be permitted to conduct scientific research consistent with this Easement and the Plan.

(8) Educational activities consistent with and in furtherance of the

Conservation Values and Purpose of Easement. State shall be permitted to engage in educational activities consistent with this Easement and the Plan.

(9) Harvest of any timber where special management objectives consistent with the purpose of the Grant and/or Plan make these harvest methods appropriate in order to develop and maintain a multi-aged, multi-storied stand or to create diversity.

(10) Ecosystem regeneration and/or regeneration after natural disturbances or selective timber harvest activities pursuant to Subsection (9), above.

(11) Vehicular use (including motorized vehicular use) in connection with any permitted activity listed in this Subsection 2.a. or otherwise in the case of an emergency with the exception of recreational activities allowed under Subsection (6), above.

(12) Any other non-commercial activities agreed upon in the Plan and consistent with the Grant and the terms hereof.

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

(1) Industrial, residential and commercial uses and activities on the Property.

(2) The Property shall not be further subdivided into smaller lots than exist as of the date of Easement. Subdivision is defined as any transfer of an existing lot into separate ownership; any changes in the boundary of the Property or any lot within the Property; and any creation of a unit, lot, tract or parcel of real property for separate use or ownership by any means including by lease or by implementing the condominium form of ownership. Notwithstanding the above, a lot line change is a permitted subdivision when it results in (a) no additional lot; and (b) no material decrease in the acreage of the Property; or, (c) subject to review and approval by State, any change in the boundary or any lot not creating an additional lot.

(3) 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. Notwithstanding the above, use of existing roads or easements that provide neighboring landowners temporary access to their properties for timber harvest and related purposes are permitted so long as it is consistent with the conservation purposes of the Grant and the Plan.

(4) Removal of Trees and other Vegetation. There shall be no cutting, pruning, or removal of trees and other vegetation, including downed timber, except (i) as

may be incidental to permissible uses and activities reserved under Subsection 2.a. or with the express advance written approval of State, (ii) as deemed necessary by State to preserve, protect or enhance the Conservation Values of the Property, or (iii) as contemplated under the Plan.

(5) Livestock grazing.

(6) Waste Disposal. The disposal or storage of rubbish, garbage, debris, vehicles, abandoned equipment, parts thereof, or other unsightly, offensive, or hazardous waste or material on the Property. Provided, however, that rubbish, garbage, and debris can be stored in proper containers for subsequent disposal and the piling of brush and other vegetation to the extent reasonably necessary to accommodate a permitted activity.

(7) Herbicides, Pesticides or Insecticides. The use of any herbicides, pesticides or insecticides, except as contemplated or allowed in the Plan to preserve, protect or, enhance and/or restore the Conservation Values and habitat characteristics of the Property or as may be mandated by local, county, state or federal government.

(8) Introduced Vegetation. The planting or intentional introduction of non-native species or other species identified as prohibited in the Plan.

(9) Alteration of Land. The alteration of the surface of the land, including without limitation, the excavation, fill or removal of soil, sand, gravel, rock, peat, or sod or any changes in topography is prohibited, except as permitted in the Plan and as may be incidental to permissible activities identified in Subsection 2.a., above.

(10) Structures and Improvements. Except as permitted in the Plan, the construction of any building, structure, or other improvements of any kind, temporary or permanent, on the Property, including but not limited to houses, windmills, wind turbines, sheds, storage tanks, mobile homes, wells, roads, parking areas, dams and impoundments.

(11) Mining. The exploration for, or development and extraction of, minerals, hydrocarbons, sand, gravel, or rock on or below the surface of the Property is prohibited.

(12) Agriculture. The planting, propagation, and growing of any plants or trees for commercial or non-commercial agricultural, nursery, or gardening purposes is prohibited provided, that Grantor may plant or grow native species upon the Property, consistent with and allowed by the plan.

(13) Vehicles and Conveyances. The operation of wheeled or motorized vehicles, including without limitation, bicycles, automobiles, trucks, motorcycles, all terrain vehicles, snowmobiles, or any other type of vehicle or conveyance shall be prohibited, except (i) as otherwise authorized in Subsection 2.a., above, (ii) as may be required by State to protect the Conservation Values of the Property, or (iii) as may be contemplated or allowed under the Plan.

3. **Notice and Approval.**

a. **Notice.** With the exception of those uses and activities identified as permitted in Subsection 2.a., above, Grantor shall give State sixty (60) days prior written notice of other uses or activities consistent with **Section 19.**, below ("Notice"). The Notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity or use in sufficient detail to permit State to make an informed judgment as to its consistency with the Purpose of this Easement. State shall not give its written consent and approval unless Grantor demonstrates that the proposed use or activity is consistent with the terms, conditions, and purposes of this Easement and will not diminish or impair the Conservation Values of the Property. Such activities or uses approved by State under this Subsection shall be deemed amendments to the Plan and shall be memorialized in writing by the Parties.

b. **Approval.** Where State's approval is required, State shall grant, grant with conditions, or withhold its approval in writing within sixty (60) days of receipt of Grantor's written request for approval. Failure to approve Grantor's request within sixty (60) days shall be deemed a denial of such request. No proposed use or activity may proceed without State's written consent and approval as provided herein. Provided however, if Grantor must undertake emergency action to protect health or safety on the Property or must act by and subject to compulsion of any governmental agency, Grantor may proceed with such action without State's approval, but Grantor shall provide notice to State of the action as soon as practicable.

4. **Entry and Inspection.** State may enter upon the Property to inspect for compliance with and otherwise enforce the terms of this Easement. State is not required to have Grantor's permission to enter the Property for inspection, enforcement monitoring, research, or educational purposes; however, State will make reasonable efforts to notify Grantor, prior to entry onto the Property, and will not unreasonably interfere with Grantor's use and enjoyment of the Property except in emergencies or cases of suspected deliberate violations.

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. **Amendment.** If circumstances arise under which an amendment to or modification of this Easement is warranted, and State, in its sole discretion, determines that the amendment is consistent with and in furtherance of the Purpose of Easement and Conservation Values, Grantor and State may jointly amend this Easement. Any such amendment shall be in writing as mutually agreed to by both State and Grantor. Amendments shall become effective upon recording in the official records of Skamania County and any other jurisdiction in which

such recording is required. Nothing in this Section shall require Grantor or State to agree to any amendment or to consult or negotiate regarding any amendment.

8. **Transfer of Ownership.** Grantor may convey the Grantor's interest in the Property to a qualifying entity under the Cooperative Endangered Species Conservation Fund restrictions, subject to the provisions herein, and provided the State has approved the transfer, which approval shall not be unreasonably withheld, after sixty (60) days prior written notice to State of such intent to transfer the Property. Approval shall be based, in part, on the financial resources, history, qualifications, organizational mission, and ability of the prospective transferee to manage the Property consistent with the terms of this Easement. Such notice to State shall include the name, address, and telephone number of the prospective transferee or its representative. Any transfer of ownership that occurs without the express approval of State shall be null and void.

a. Grantor agrees to incorporate the terms of this Easement in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. The failure of Grantor to perform any act required by this Section shall not impair the validity of this Easement or limit its enforceability in any way.

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

9. **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 (60) days prior written notice to Grantor.

10. **Identification of Property Acquired.** The Property should be identified with appropriate signs identifying the federal aid program as sub-awarded by the State 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.

11. Monitoring Fee. Upon receiving federal Grant monies for conservation acquisitions, State is required to monitor the Easement per federal requirements. At the present, State has insufficient funding to monitor said Easement. Grantor acknowledges that such funding is necessary for State to participate in this federal program.

Grantor agrees to provide State with a \$10,000.00 (TEN THOUSAND AND NO/100 U.S. DOLLARS) monitoring fee payable by the effective date of the transaction closing. Said fee is to be used for State expenses incurred while monitoring compliance consistent with the Plan and in furtherance of the Conservation Values and Purpose of Easement, in perpetuity.

12. 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.

13. 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. Grantor waives any common law right to extinguish or modify this Easement by adverse possession, prescriptive easement or other activity inconsistent with the Grant.

14. Compliance with Laws. Grantor shall comply with all federal, state, or local laws while performing any of the activities on the Property. In particular, Grantor will comply with all applicable provisions of 43 Code of Federal Regulations (CFR), Part 12, Subpart A – *Administrative and Audit Requirements and Cost Principles for Assistance Programs*, Subpart F – *Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations*, Office of Management and Budget (OMB) Circulars A-110, A-133 and all other laws, rules, regulations and policies applicable to the USFWS Cooperative Endangered Species Conservation Fund.

15. Dispute Resolution. As a condition precedent to a party bringing any suit for breach of this Easement, such as provided for State under **Section 16.**, of this Easement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the Parties cannot resolve the dispute through negotiation within thirty (30) days, they may, but are not obligated to, agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to both Parties. The Parties shall each pay fifty percent (50%) of any costs of the services provided by such third party as such costs are incurred. The existence of a dispute shall not excuse the Parties from performance pursuant to this Easement. Notwithstanding the above, State may seek appropriate remedies under Subsection 16.d., of this Easement without prior

notification or dispute resolution procedures, if State, believes that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Property.

16. State's Remedies.

a. Notice of Violation, Corrective Action. If State believes that Grantor is in violation of the terms of this Easement or that a violation is threatened, State shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property, resulting from any use or activity inconsistent with the Purpose of this Easement, to restore the portion of the Property so injured to its condition existing immediately before such violation, in accordance with a plan approved by State.

b. Grantor's Failure to Respond. If Grantor fails to cure the violation within sixty (60) days after receipt of notice thereof from State, or under circumstances where the violation cannot reasonably be cured within a sixty (60) day period, fails to begin curing such violation within the sixty (60) day period, or fails to continue diligently to cure such violation until finally cured, State may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, including trespasses by members of the public, to enjoin the violation, *ex parte* as necessary and as allowed under applicable civil rules, by temporary or permanent injunction, and to require restoration of the Property to the condition that existed immediately before any such injury. Additionally, Grantor may be required to compensate USFWS and or dispose of the Property consistent with applicable federal laws and regulations.

c. Damages. State shall recover damages to which it may be entitled for violation of the terms of this Easement or injury to any Conservation Values protected by this Easement, including damages for the loss of said Conservation Values. Without limiting Grantor's liability in any way, State, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action or restoration on the Property.

d. Emergency Enforcement. If State, in its sole discretion, believes that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Property, State may pursue its remedies under this Section without prior notice to Grantor or without waiting for the period provided for cure to expire.

e. Scope of Relief. State's rights under this Section apply equally in the event of either actual or threatened violations of the terms of this Easement. Grantor agrees that State's remedies at law for any violation of the terms of this Easement are inadequate and that State shall be entitled to the injunctive relief described in this Subsection, both prohibitive and mandatory, in addition to such other relief to which State may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. State's remedies described in

this Subsection shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

f. **Costs of Enforcement.** Any actual costs incurred by State in enforcing the terms of this Easement against the Grantor including, without limitation, costs of suit and reasonable attorney's and consultant's fees, and any costs of restoration necessitated by the violation of the terms of this Easement by Grantor or Grantor's agents, employees, contractors, invitees or licensees, shall be borne by Grantor if State prevails in such enforcement. If Grantor prevails in any action by State to enforce the terms of this Easement, State shall bear its own costs and any costs incurred by Grantor in defending itself against the State including, without limitation, reasonable attorney's and consultant's fees.

g. **State's Discretion.** Enforcement of the terms of this Easement shall be at the discretion of State, and any forbearance by State to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by State of such term or of any subsequent breach of the same or any other term of this Easement or of any of State's rights under this Easement. No delay or omission by State in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver. Notwithstanding the foregoing, nothing in this Easement shall be interpreted to waive or toll any applicable statutes of limitations.

h. **Waiver of Certain Defenses.** With full knowledge of the provisions of this Easement, Grantor hereby waives any claim or defense it may have against State under or pertaining to this Easement based upon waiver, laches, estoppel or prescription.

i. **Acts Beyond Grantor's Control.** Nothing contained in this Easement shall be construed to entitle State to bring any action against Grantor to abate, correct, or restore any condition on the Property or to recover damages for any injury to or change in the Property resulting from conditions or matters that predate Grantor's acquisition of the Property, State's acquisition of the Easement or resulting causes beyond Grantor's control, including, without limitation, fire, flood, storm, volcanic activity, avulsive events, climate change, pest infestation, and earth movement, or for acts or omissions of State, the public or trespassers, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate injury to persons or property (including without limitation to the Property) resulting from such causes.

j. **USFWS as Third-Party Beneficiary.** 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.

17. Costs, Liabilities, Insurance, Taxes, Environmental Compliance and Indemnification.

a. Costs, Legal Requirements, Liabilities and Insurance. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of adequate comprehensive general liability insurance coverage. If Grantor is self-insured, evidence of its status as a self-insured entity shall be provided to State. If requested by State, Grantor must describe its financial condition and the self-insured funding mechanism. Grantor shall prevent the perfection of any liens against the Property that are not subordinate to this Easement arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.

b. Taxes. Grantors shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, this Easement, and shall furnish State with satisfactory evidence of payment upon request. If Grantor fails to pay any taxes when due, State is authorized, but in no event obligated, to make or advance such payment of taxes upon three (3) days prior written notice to Grantor, in accordance with any bill, statement, or estimate procured from the appropriate authority, without inquiry into the validity of the taxes or accuracy of the bill, statement or estimate, and the obligation created by such payment shall bear interest until paid by Grantor at the maximum rate allowed by law.

c. Remediation. If, at any time, there occurs a release in, on, or about the Property of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic or dangerous to the air, water or soil, or in any way harmful or threatening to human health or environment, Grantor agrees to take all legally required steps necessary to assure its containment and remediation, including any cleanup that may be required, unless the release was caused by State, in which case State shall be responsible for remediation.

d. Hold Harmless. Grantor hereby agrees to release and hold harmless, indemnify, and defend State and its employees, agents, and contractors and the personal representatives, heirs, successors, and assigns of each of them (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorney's and consultant's fees, arising from or in any way connected with:

(1) Injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property that is not a consequence of any activity of any of the Indemnified Parties undertaken under the rights granted to State under this Easement;

(2) Violations or alleged violations of, or other failure to comply with, any federal, state or local environmental law or regulation relating to pollutants or hazardous, toxic or dangerous substances or materials, including, without limitation, CERCLA (42 U.S.C.

§ 9601 et seq.) and MTCA (chapter 70.105D RCW), by any person other than any of the Indemnified Parties, in any way affecting, involving, or relating to the Property, unless such violations or alleged violations are due to the acts or omissions of any of the Indemnified Parties on the Property;

(3) The presence or release in, on, from, or about the Property, at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement of hazardous, toxic or dangerous to the air, water, or soil, or in any way harmful or threatening to human health or the environment, unless caused solely by any of the Indemnified Parties; and,

(4) The obligations and covenants specified in this Section.

18. **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.

19. **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
Attn: Richard K. Scrivner, Section 6 Program Manager
1111 Washington Street SE
PO Box 47014
Olympia, WA 98504-7014
Phone: 360-902-1059
Fax: 360-902-1789

To Grantor:
COLUMBIA LAND TRUST
Attn: Glenn Lamb, Executive Director
1351 Officers' Row
Vancouver, WA 98661
Phone: 360-696-0131
Fax: 360-696-1847

20. **General Provisions.**

a. **Liberal Construction.** This Easement shall be liberally construed to carry out the purposes of the Grant, and to protect the conservation purposes for which this Easement was acquired. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Purpose of this Easement that would render the provision valid

shall be favored over any interpretation that would render it invalid. 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.

b. **Severability.** If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

c. **Governing Law and Venue.** This Easement shall be construed and interpreted in accordance with the laws of the state of Washington and applicable federal law with respect to the Grant. In the event of a lawsuit involving this Easement, venue shall be proper only in Thurston County. The Parties acknowledge the jurisdiction of the courts in the state of Washington.

d. **Entire Agreement.** This instrument sets forth the entire agreement of the Parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Property, all of which are merged into this Easement. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment as provided for in this Easement.

e. **Captions.** The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

f. **Exhibits.** All exhibits referenced herein are incorporated into this Easement as part of this Easement. The Baseline Documentation (whether or not attached to this Easement) is incorporated into this Easement by this reference.

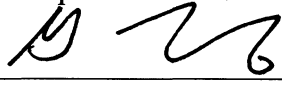
g. **Counterparts.** This Conservation Easement may be executed in counterparts with like effect as if all signatures appeared on a single copy.

21. **Certification of Authority.** The undersigned Grantor representative certifies that the Grantor is a legally incorporated nonprofit corporation with full authority and legal capability to perform the terms of this Easement and he is authorized to sign this Easement on behalf of Grantor.

GRANTOR:

COLUMBIA LAND TRUST, a Washington nonprofit corporation


Dated: 4/11/13

By: 
Glenn Lamb,
Executive Director

STATE:

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Dated: 5/3/2013


By: 
Peter Goldmark,
Commissioner of Public Lands

Affix the Seal of the
Commissioner of Public Lands



APPROVED AS TO FORM ONLY:

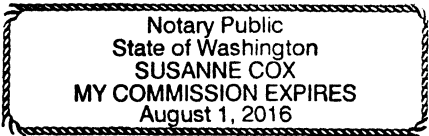
15 day of April 2013

By: 
Assistant Attorney General

STATE OF WASHINGTON)
) ss
COUNTY OF CLARK)

On this 11TH day of APRIL, 2013, personally appeared before me Glenn Lamb, to me known to be the Executive Director who executed the within and foregoing instrument on behalf of Columbia Land Trust, a Washington nonprofit corporation and acknowledged said instrument to be the free and voluntary act and deed of said nonprofit corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument for said nonprofit corporation.

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

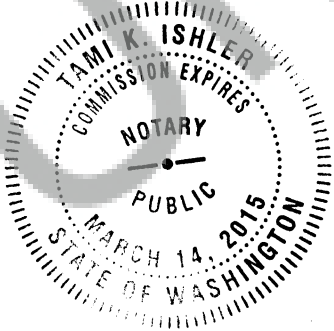


Susanne
Notary Public in and for the State of
Washington residing at 16309 NE 34TH ST., VANCOUVER
My appointment expires AUG 1, 2016 98682

STATE OF WASHINGTON)
) ss
COUNTY OF THURSTON)

On this 3 day of May, 2013, personally appeared before me Peter Goldmark, 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.



Tami K. Ishler
Notary Public in and for the State of
Washington, residing at Hogwiam
My appointment expires 03/14/15

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

EXHIBIT A

PINE CREEK EAST ACQUISITION AREA

A Tract of land located in a portion of Sections 4, 5, 9, 10, 11, 14, 15 and 16, Township 7 North, Range 6 East, Willamette Meridian, Skamania County, Washington, being a portion of the land described in the "Second Revised Division Map of Swift North", according to the plat thereof, recorded in Auditor's file number 2013000822, Records of Skamania County, Washington, and in Deed recorded in Auditor's file number AF#2013000915, more particularly described as follows:

BLOCK "B"

That portion of Section 5, Township 7 North, Range 6 East, Willamette Meridian, Skamania County, Washington, north and east of Pine Creek. Also described as Lots B-3, 4 and 7 per said "Second Revised Division Map of Swift North";

BLOCK "C"

The Northeast quarter, the Southeast quarter, that portion of the Southwest quarter east of Pine Creek and that portion of the Northwest quarter east of Pine Creek, of Section 4, Township 7 North, Range 6 East, Willamette Meridian, Skamania County, Washington. Also described as Lots C-1 through 11, 13 through 18, and 20 through 28 per said "Second Revised Division Map of Swift North";

BLOCK "G"

That portion of Section 9, Township 7 North, Range 6 East, Willamette Meridian, Skamania County, Washington, north and east of Pine Creek. Also described as Lots G-2 through 7, 9, 10, 13, 16 and 20 per said "Second Revised Division Map of Swift North";

BLOCK "H"

Section 10, Township 7 North, Range 6 East, Willamette Meridian, Skamania County, Washington. Also described as Lots H-1 through 32 per said "Second Revised Division Map of Swift North";

BLOCK "I"

The West half of Section 11, Township 7 North, Range 6 East, Willamette Meridian, Skamania County, Washington. Also described as Lots I-1 through 16 per said "Second Revised Division Map of Swift North";

BLOCK "M"

The Northeast quarter, that portion of the North half of the Southeast quarter, north of Pine Creek, that portion of the North half of the Northeast quarter of the Southwest quarter, north of Pine Creek, and that portion of the Northwest quarter, north of Pine Creek, of Section 15, and that portion of East Half of the Northeast quarter, east of Pine Creek, of Section 16, Township 7 North, Range 6 East, Willamette Meridian, Skamania County, Washington. Also described as Lots M-1 through 15 per said "Second Revised Division Map of Swift North";

BLOCK "N"

The North half of the Northeast quarter of Section 14, Township 7 North, Range 6 East, Willamette Meridian, Skamania County, Washington. Also described as Lots N-1 through 4 per said "Second Revised Division Map of Swift North";

APPROVED AS TO FORM ONLY


4-23-2013
D.N.R. LAND SURVEY

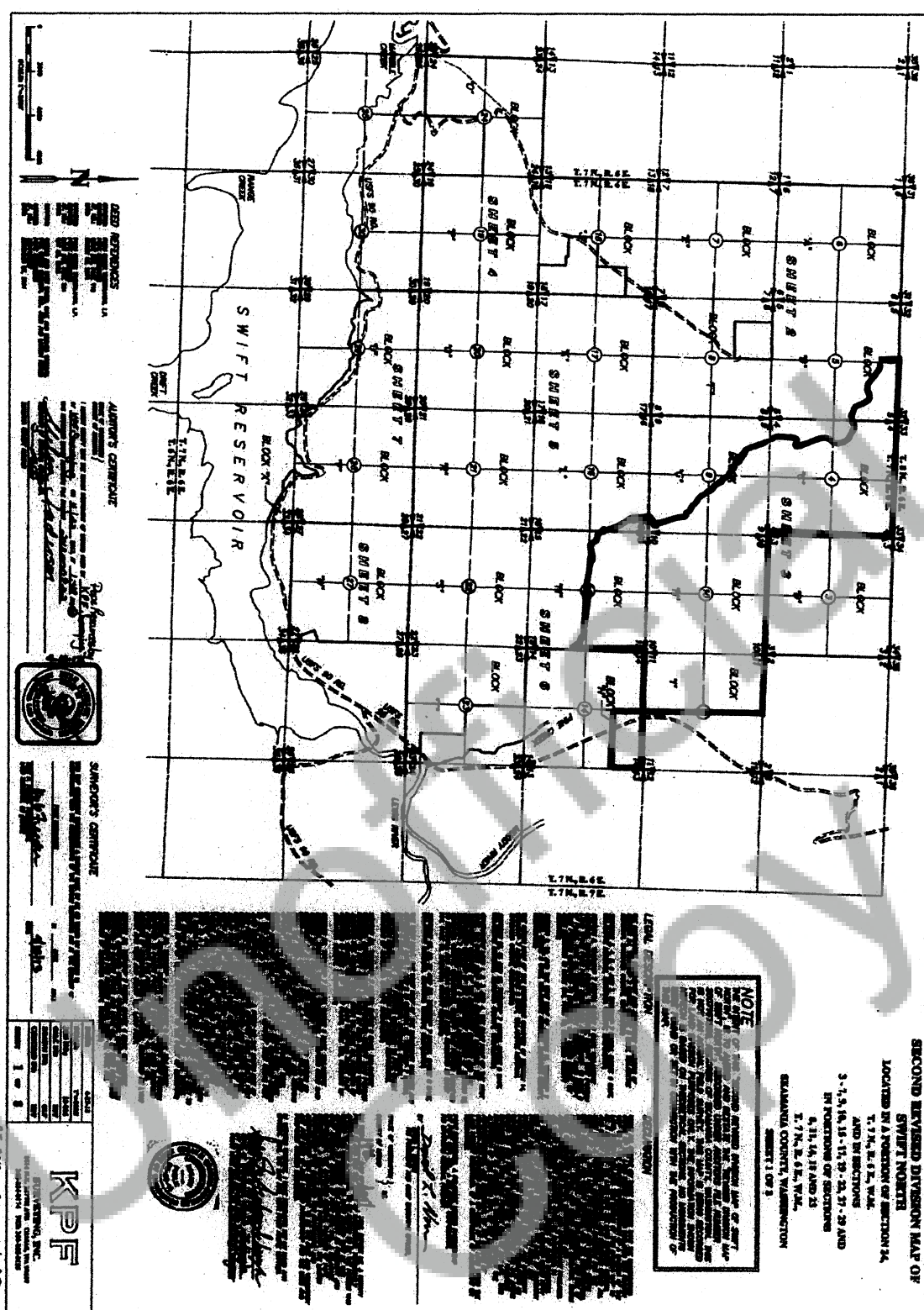


EXHIBIT B

Cover Sheet for Washington State Proposals for the
2010 Cooperative Endangered Species Conservation Fund
(Attach to proposal. Do not exceed 1 page.)

Proposal Title: Mt. St. Helens Forest

This proposal is for a (indicate one): HC Planning Assistance grant (HCP planning)
☒ HCP Land Acquisition grant Recovery Land Acquisition grant

If funded, the grant for this project will be administered by Washington State=s (indicate one):
☐ Department of Fish and Wildlife ☒ Department of Natural Resources

Federal Grant Amount Requested: \$6,000,000
Non-federal Cost Share Amount: \$ 7,333,333 % Non-federal Cost Share: 55%
Total Project Cost: \$13,333,333

Acres to be Purchased: 3,000 Total Acres to be Conserved (purchase + match + other): 20,670
Watershed(s): Columbia River/Lewis River County(ies): Skamania

This proposal is submitted by: Cherie Kearney
Organization: Columbia Land Trust
Address: 1351 Officers' Row, Vancouver, WA 98661

The main person to contact for detailed information about this proposal is:
Name: Cherie Kearney Title: Forestry Initiative Manager
Phone(s): 360-213-1209
Email: ckearney@columbialandtrust.org

The S6 coordinators for this proposal are: (select as appropriate)
DNR: Rich Scrivner, 360-902-1059, richard.scrivner@dnr.wa.gov
USFWS: Joanne Stellini, 360-753-4323, joanne_stellini@fws.gov

Congressional district(s) in which the project lies, and associated representative(s) are:
Congressional District: 3 Congressional Representative: Brian Baird

In no more than 3 sentences, summarize your project and species benefits, suitable for use in a press release, should your proposal be awarded funding.
Columbia Land Trust seeks to conserve the 20,000-acre Mt. St. Helens Forest to protect priority habitat for three federally listed species: bull trout, northern spotted owl, and gray wolf. Conservation goals for the site will ensure that some parts of the forest remain in working forestland while ecologically important areas are protected to benefit important fish and wildlife species. Acquisition of these lands for conservation will protect a significant habitat connection in the southern Cascade Mountain Range, while also maintaining local forest economies.

PROJECT STATEMENT
Mt. St. Helens Forest
2010 HCP Land Acquisition Proposal

INTRODUCTION

Columbia Land Trust (Land Trust) and agency partners seek to protect the Mt. St. Helens Forest – a total project area of approximately 20,670 acres (Project). The Project lands are important for three federally threatened species: bull trout, *Salvelinus confluentus*, northern spotted owl, *Strix occidentalis caurina*, and gray wolf, *Canis lupus*. Conservation of the Mt. St. Helens Forest will also protect priority habitat for bald eagle nesting and roosting, elk winter range and other species such as northern goshawk, Van Dyke's and Larch Mountain salamanders, and Townsend's big-eared bat. The Project is the only remaining large private ownership surrounded by unbroken forestlands connecting the Mt. St. Helens National Monument, Gifford Pinchot National Forest, and Washington Department of Natural Resources (DNR) lands.

This proposal seeks funding to acquire ownership of approximately 3,000 acres (Target Parcels) in the Pine Creek watershed within the Mt. St. Helens Forest (Project) to permanently protect the highest priority lands that will most benefit the recovery of the threatened species listed above. Acquisition of the highest priority Target Parcels will contribute significant habitat continuity and help achieve habitat and species recovery goals.

NEED

The Mt. St. Helens Forest Project (Map 1 – Region) has been identified by state and federal agency biologists, Tribal leaders, and regional stakeholders as a high priority for conservation. The Project includes approximately 20,000 contiguous acres and an additional 670 acres in the southern Cascade Mountain range connected by public forestland (Match Property). While the 20,000-acre Project site (Map 2 – Project) has been managed for industrial timberland in the past, in recent years, the area has been targeted for residential and recreational development (Attachment 1). Such development would permanently eliminate conservation opportunities for threatened and endangered species. These Project lands are currently under single ownership. The landowners of the Project lands surrounding Swift Reservoir have subdivided the entire 20,000 acres into 20-acre lots to seek development rights and alternative uses for their forest land. However, in 2008 Skamania County commissioners adopted a moratorium on development in the area to prevent further habitat loss while they implemented a sub-area plan. The Land Trust has since negotiated the purchase of a combination of easements and fee simple ownership of the 20,000 acres in a phased acquisition over the next four years. The County leadership is in favor of the Land Trust's proposal to conserve the Project site in a combination of working forestland and habitat conservation areas.

The targeted acquisition for this proposal is the Pine Creek Watershed (Map 3 – Target Parcels). These parcels are the highest priority within the Project area because they provide the greatest ecological benefit for multiple species. Within the Project area the Land Trust seeks specifically to acquire ownership of the highest priority parcels to ensure it will be protected and managed to contribute to the recovery of threatened bull trout and northern spotted owl, and endangered gray wolf. The Target Parcels area total area of approximately 5,000 acres and connects the site directly to the Gifford Pinchot National Forest, providing habitat connectivity that is especially beneficial for spotted owl and gray wolf. Funds from this proposal will allow the Land Trust to acquire full ownership of approximately 2,500 – 3,000 acres of the highest priority Target Parcels, and will ensure protection and management benefiting a variety of species (Attachment 2 - Species Table)

and specifically contributing toward the recovery goals for bull trout, northern spotted owl, and gray wolf.

OBJECTIVE

The overall goal for the Mt. St. Helens Forest is to acquire conservation easements and full ownership of the 20,000 acres surrounding Swift Reservoir over the next four years. Lands targeted for acquisition include working forest, as well as late-succession coniferous forest, river riparian, and waterfront. The lands targeted for match are adjacent to the existing DNR's Columbia Falls Natural Area Preserve, are lightly roaded, and include older age timber with diverse structure. The goals of the Project are to conserve important habitat, seek compatible forest practices and prevent conversion to residential and recreational uses.

The objective for the \$6,000,000 requested in this grant is to acquire full ownership of the highest priority lands (approximate 2,500-3,000 acres) within the Target Parcels identified (Map 3) within three years. This area is identified as a priority for bull trout recovery and is especially important for connectivity to the adjacent protected national forestland for wolf range and connects to known spotted owl nesting and foraging habitat.

EXPECTED RESULTS

The Project will directly benefit three federally listed species: bull trout, northern spotted owl, and gray wolf. Additionally, it will protect unlisted species covered in the DNR Habitat Conservation Plan which are also priority species identified in the Mt. St. Helens National Monument Forest Plan and Species of Concern identified by Washington Department of Fish and Wildlife (WDFW). (See Attachment 2 – Species Table).

Bull Trout

A large part of the Bull Trout Draft Recovery Plan (USFWS 2002) focuses on restoring habitats and connectivity, especially considering the varied life history stages and strategies expressed by bull trout. To achieve these objectives, the recovery plan recommends "protecting, restoring and maintaining suitable watershed, riparian area and stream channel habitats." (USFWS 2002). The draft recovery plan also puts great emphasis on protecting and maintaining the four existing local populations within the recovery unit (three in the Lewis River core area and one in the Klickitat core area). Pine Creek is one of the three local populations within the Lewis River core area. The acquisition of the highest priority Target Parcels will benefit this core area by protecting riparian and stream channel habitats in the majority of the lower Pine Creek watershed – the only area of the watershed remaining in private ownership. There are only two local populations of bull trout associated with Swift Reservoir, currently the stronghold for the core area's population. However, the (Draft) Recovery Plan for Bull Trout (USFWS 2002) states that bull trout core areas with less than five local populations are at increased risk from stochastic events. Bull trout in the Lewis River, especially in the Pine Creek watershed, are at increased threat from housing development, and the growing population of people and recreational activities in the watershed.

The Recovery Plan cites two recovery goals: 1) maintain current distribution of bull trout within core areas, and 2) restore and maintain suitable habitat conditions for all bull trout life history stages and strategies (USFWS 2002).

Bull trout in the Lewis River basin exhibit an adfluvial life history pattern (Meridian 2007). They rely on the combination of foraging and overwintering habitat provided by Swift Reservoir and the cold tributary streams for spawning and early rearing. Bull trout residing in Swift Reservoir migrate into tributary streams and spawn in late September and early October (James Byrne, WDFW biologist, pers. comm. 2009). Bull trout fry usually emerge from the gravel from mid-January to late February.

Juveniles typically rear in these tributaries for one to three years, then migrate into the reservoirs in the spring, and remain there until age four or five, when they become sexually mature and move back into the tributaries to spawn (Meridian 2007). Therefore the water quality, temperature, and habitat conditions in Pine Creek are critical for their rearing and survival, and for providing migratory access to their essential foraging and overwintering habitat in Swift Reservoir.

Snorkel surveys for bull trout have been conducted annually in Pine Creek since 1994. Bull trout radio-telemetry data conducted in 1990, 1991, and 1992 (Faler and Bin 1992) showed that Swift Reservoir bull trout migrate up the North Fork Lewis River to spawn in two streams: Pine Creek and Rush Creek. Individual bull trout reside in the pools at the confluence of Pine Creek and the North Fork Lewis River for extended periods of time, then move in short spurts to different holding and then spawning locations up Pine Creek. According to Byrne, this part of the watershed hosts one of the two biggest concentrations of bull trout in the whole Lewis River system. It is also one of only two spawning and rearing streams for bull trout in the upper Lewis River. Therefore, preservation of the Pine Creek watershed, an area currently threatened by development and private ownership, is vital.

The Recovery Plan addresses the importance of stable and increasing bull trout populations. The Plan states the following recovery criteria: "Adult bull trout exhibit a stable or increasing trend for at least two generations at or above the recovered abundance level within core areas" (USFWS 2002). "We have seen a general increase in Pine Creek bull trout numbers. As Pine Creek recovers from the 1980 lahar, more bull trout are using it." (Byrne, pers. comm. 2009). P-8, an unnamed tributary of Pine Creek, contains the largest documented presence of bull trout redds in the basin. Twenty redds were identified along a 1.5 mile section of this stream. This tributary has habitat features which makes it more suitable for bull trout spawning and juvenile rearing than any other area in the basin, including reduced gradient and flow, tree canopy, and the presence of large woody debris (Byrne, pers. comm. 2009).

Unfortunately, recreational use and development poses a significant threat to bull trout in the Lewis River core area. Three private recreational communities are rapidly growing around Swift Reservoir. "Suburban development has encroached into the Lewis Basin. Harvest, harassment and poaching may have the greatest impact as a limiting factor on bull trout recovery. Bull trout have adapted to living in a dynamic ecological and geological environment. They have not evolved to coexist with suburban development. The negative interactions of homes, people and pets are things that bull trout cannot successfully cope with." (Byrne, pers. comm. 2009). The targeted acquisition will benefit bull trout by preventing imminent habitat destruction and increased levels of human disturbance along the Pine Creek core population holding, staging, and migratory corridor.

The Recovery Plan also cites timber harvest and road-building, which accompany residential development, as a contributor to declining bull trout populations. More road development for home sites and vegetation removal for views and landscapes would significantly damage Pine Creek bull trout habitat and likely reduce the population size. "Timber extraction and road construction affect stream habitats by altering recruitment of large woody debris, erosion and sedimentation rates, runoff patterns, the magnitude of peak and low flows, water temperature, and annual water yield." (Furniss *et al.* 1991, Wissmar *et al.* 1994, Goetz 1989, Pratt 1992). High road densities within or upstream from sensitive bull trout local populations need to be reduced. Of specific concern are upper Cougar Creek, Pine Creek, and lower Rush Creek. Decreasing sediment input and peak flow events (Pine Creek) in these important spawning and rearing areas will assist in maintaining these important local populations" (USFWS 2002).

Immediately to the east of the Project between Pine Creek and Muddy River, a development site has many new roads and cleared lots for sale. The development is adjacent to key bull trout rearing and spawning habitat. The growing popularity of house sites advertised as "on beautiful fishing streams" along the banks of Pine Creek increases the risk of direct human disturbance to bull trout in lower Pine Creek and in the holding pool area at the confluence with the North Fork Lewis River.

The Recovery Plan also recognizes the importance of a healthy gene pool. Pine Creek bull trout are distinct from Rush Creek core populations. The proposed acquisition will provide significant long-term benefits to the unique Pine Creek bull trout population. "Swift Reservoir has only two bull trout populations, with one on federal land (Rush Creek). It only makes sense to try and protect the one remaining population on private land by preserving the habitat surrounding it." (Byrne, pers. comm. 2009).

Northern Spotted Owl

The targeted acquisition will allow the redevelopment of the mature forests on these lands, and provide additional habitat for northern spotted owls and reduce habitat fragmentation. The Recovery Plan for the Northern Spotted Owl (USFWS 2008) addresses the importance of private lands in aiding species recovery. Habitat contributions are needed from private land located between federal Managed Owl Conservation Areas (MOCAs) or core owl populations. The targeted acquisition is in an area between two MOCAs on the adjacent Gifford Pinchot National Forest and a Conservation Support Area (CSA) southeast of the project area. The Recovery Plan identifies CSAs as "areas where habitat contributions by private, State and some Federal land managers are expected to increase the likelihood that spotted owl recovery is achieved, shorten the time needed to achieve recovery, and/or reduce management risks associated with the recovery strategy and actions" (USFWS 2008). The conservation role of the Project site is to provide improved spotted owl dispersal and foraging habitat for owls dispersing between MOCAs. The targeted acquisition will directly benefit spotted owls by improving spotted owl habitat conditions on these lands over the long-term.

There are several historic spotted owl territories located on national forest lands east of the Target Parcels, and there are two historic sites within the Project area south of Swift Reservoir. Known and potential habitats for the spotted owl were assessed by the Lewis River Hydroelectric Project (LRHP) biologists based on WDFW spotted owl management circles identified in the Priority Habitat and Species (PHS) database. The LRHP reports state that the high densities of spotted owl breeding territories in this area may be attributed to relatively minimal development impacts and more late-successional coniferous forest. The reports go on to conclude that the continued loss, degradation, and fragmentation of late succession forest stands located in the LRHP vicinity will likely result in spotted owl population declines.

More than 20 breeding pairs of spotted owls were documented in the general LRHP vicinity. The WDFW PHS database documents breeding spotted owl pairs in the vicinity of Swift Reservoir. A reproductively active pair of owls exists in the Cedar Flats Natural Area adjacent to the targeted acquisition. Another two historic owl site centers exist adjacent to the southwest corner of the Project on the south side of Swift Reservoir. In addition, the Siouxeon Spotted Owl Special Emphasis Area (SOSEA) established by the Washington State Forest Practices Board is approximately five miles to the southwest of the Project site.

The targeted acquisition would enhance spotted owls' nesting and foraging opportunities. The Project area currently consists primarily of dense, even-aged stands that are either non-suitable as spotted owl habitat, or currently provide dispersal or young-forest marginal habitats. The scattered patches of spotted owl foraging habitat that do occur in this landscape likely function as dispersal

habitat, providing some foraging opportunities for transient spotted owls dispersing between adjacent landscapes with old-growth habitat. The northern flying squirrel is the primary prey of the northern spotted owl. The LRHP reports conclude that flying squirrel populations are likely to be negatively impacted and suffer declines to the extent that land use practices and management result in the loss, degradation, and fragmentation of contiguous stands of late-succession forested habitat located in the LRHP vicinity. Purchasing the Priority parcels will allow management practices aimed at mature forest structures and provide habitat for owl prey that rely on these forests.

The 670-acre Match Property supports a high quality, low elevation coniferous forest community. Remnant old growth lies within a 100+year Douglas-fir stand which forms the primary canopy on this site. About a dozen spotted owl circles (nesting territories) are located between this Match Property and the Project site. Thus, the Project site together with the Match Property provide suitable habitat for owls and north/south connectivity of forest habitat which links public forestland across a swath of more than 25 miles.

Gray Wolf

Wolves are in the process of recolonizing Washington from Idaho, Oregon, and British Columbia, with two breeding packs confirmed in the state in 2009. Although a breeding population of wolves has long been absent from the Project area, the species could conceivably return to the area within a decade or two through either natural reproduction and dispersal, or translocation (Gary Wiles, WDFW Biologist, pers. comm. 2009). The nearest pack is currently located in the North Cascades about 160 miles north of the Project area and is connected to the site by extensive federal lands with suitable wolf habitat. Wolves are characterized by several biological traits that encourage natural range expansion, including large home ranges of several hundred square miles, dispersal distances averaging about 60 miles (but regularly exceeding 100 miles), and potentially rapid population growth (WDFW 2008). If wolves fail to disperse into the southern Cascades on their own, Washington's Wolf Working Group has recommended that this portion of the state be considered for translocation of wolves to achieve recovery as outlined in the state's draft wolf conservation and management plan (WDFW 2008). Because of extensive public lands and a sizable prey base, the Mt. St. Helens area would likely be considered as a translocation release site (Gary Wiles, WDFW biologist, pers. comm. 2009). This action would be initiated by WDFW.

Dispersing or translocated wolves reaching the Project area would benefit from the proposed acquisition in two important ways. First, the Project area and surrounding lands are a significant wintering range for elk and black-tailed deer featuring the lower elevations, south-facing slopes, and appropriate forest management practices that are attractive to these species. Thus, the general area represents a potentially major winter foraging site for wolves. The Mt. St. Helens elk herd inhabiting this region is the largest of 10 WDFW-managed herds in the state (WDFW 2006) and numbers about 12,500 animals. Approximately 2,500 elk from this herd use the Lewis River valley where the 20,000-acre Project lands are located. The Project site has a higher density of elk use than the valley in general, making it much more important for elk survival (Curt Leigh, WDFW Biologist, pers. comm. 2009). The Mt. St. Helens elk herd exceeds the habitat that can support it and is expected to benefit from natural wolf predation.

In addition, wolves would experience less exposure to human activity because the acquisition would prevent development of the Target Parcels and limit human access. Wolves would find undisturbed habitat with suitable cover and ample prey in this undeveloped area and would be able to travel among federal, state, and private forests via the Target Parcels without encountering development (homes, domestic animals, and roads). This would be especially beneficial during the winter, when wolves commonly follow prey to lower elevations and thereby inadvertently come into closer contact with humans. Securing the Project area would therefore likely result in fewer negative wolf-

human interactions and fewer incidents of human-caused mortality. Such mortality is considered a major limiting factor in achieving wolf recovery in western states (WDFW 2008).

Unlisted Species

A second objective is to maintain continuity and connectivity between high quality important habitat areas that are already protected. The Project area is a critical connection in the southern Cascade Mountain Range linking the Mt. St. Helens National Monument, the Gifford Pinchot National Forest, and Department of Natural Resources (DNR) forestland (Map 1). The south portion of the Project links will add 670 acres of late succession forest to the Columbia Falls Natural Area Preserve (NAP). The NAP is surrounded by DNR forest and other resource managed lands and is within the Columbia Gorge National Scenic Area. This Project will successfully provide 20,670 acres of forest, reservoir shoreline, lake, Columbia River tributaries and Lewis River tributaries as a habitat corridor through the Cascades.

Acquiring the Target Parcels will create connectivity of genetic exchange and migration corridors for several species. WDFW's Priority Habitat and Species (PHS) database has documented the uplands surrounding the Pine Creek riparian areas as winter range with a large and regular concentration of elk. The Mt. St. Helens herd may use Pine Creek as a migration corridor between the winter range and other summer ranges farther north and higher in elevation. Large riparian buffers and managing the forest for older trees and more complex structure will allow species populations dependent on cover, snags, large woody debris, and less habitat fragmentation such as Van Dyke's salamander, cavity excavator birds such as pileated woodpeckers, northern goshawks and old-growth obligates who may find dispersal habitat in these bottomlands (Species Table).

APPROACH

Columbia Land Trust identified the Project site of Mt. St. Helens Forest as a high priority with the input and support of agency partners, public stakeholders, and regional and local leaders. The Land Trust seeks to acquire a conservation interest (either through conservation easements or fee simple ownership) on 20,000 acres around Swift Reservoir and DNR seeks to conserve an additional 670-acres of late-succession forest by adding it to the Columbia Falls Natural Area Preserve (Match Property). The Land Trust was encouraged to seek a conservation solution for this Project by a broad variety of agency biologists, tribal interests (habitat and historic Native American sites), local and regional leaders, congressional representatives, and advocacy groups. Through a significant investment of time and funds the Land Trust has negotiated an agreement with the landowner and seeks to buy the Project site in phases over the next four years. The Target Parcels are the most ecologically important areas within the Project. The Land Trust seeks to purchase full ownership of the Target Parcels within three years in order to implement management practices that will protect and restore this habitat for the benefit of bull trout, northern spotted owl, gray wolf, and other unlisted fish and wildlife species.

The Land Trust has an agreement with the landowner, Pope Resources, and has already undertaken a valuation of the Project site to determine easement and ownership values. Over the next four years, the Land Trust intends to acquire a combination of conservation easements (to retain in working forestland) and full ownership (to manage for habitat and forestry) on the 20,000-acre Project area surrounding Swift Reservoir. The Target Parcels are the highest priority for acquisition (Map 3) and the Land Trust will acquire the Target Parcels within three years. The Land Trust plans to use other federal and non-federal funding to acquire a conservation interest in the entire Mt. St. Helens Forest. Funding sources include, but are not limited to, carbon sequestration grants, PacifiCorp Federal Energy Relicensing Commission (FERC) settlement funds, Community Forest Bonds, Forest Legacy funds, private grants, and private financing. Specifically for the Target

Parcels, non-federal funds will be private donations, financing and carbon sequestration funds. Federal Forest Legacy funds may be used to acquire development rights on the Target Parcels.

At least eight significant partners are involved in implementation of DNR's HCP for forested state trust lands. These are: U.S. Forest Service, National Marine Fisheries Service, U.S. Fish and Wildlife Service, U.S. Geological Survey, Washington Department of Fish and Wildlife , Washington Department of Ecology, Northwest Indian Fisheries Commission, and the University of Washington. These entities are involved in HCP implementation through development of small-stream conservation strategies, monitoring and research for adaptive management, and participation on scientific advisory teams.

LOCATION

The Project is located in the southern Cascades and in Southwest Washington. The Project is all or portions of Sections 19, 20, 21, 22, 23, 29, 28, 27 Township 8 North, and Range 6 East. The DNR Match Property is Section 36, Township 2 North, Range 5 East, as well as portion of Section 29, Township 2 North Range 6 East.

The Target Parcels are identified in the table below by priority. The Land Trust will acquire sections or portions of sections in the priority indicated as funding and valuation allow. Alternate Parcels are provided in the event that Priority 1 Parcels cannot be purchased, or funding can purchase more than anticipated.

	Acquisition Priority	Section Number	Township, Range	Acres	Estimated Cost	Federal \$ Requested (Cost minus Cost Share)
1	Priority 1 Parcels	4, 9, 16	8N, R6E	1,920	\$3,840,000	\$3,840,000
2		11, 14, 15	8N, R6E	1,040	\$2,042,100	\$2,042,100
Totals				2,960	\$5,882,100	\$5,882,100
Alternate Parcels						
3	Priority 2 Parcels	3,10	8N, R6E	1,280	\$3,200,000	\$3,200,000
4		5, 6	8N, R6E	800	\$2,000,000	\$2,000,000
Totals				2,080	\$5,200,000	\$5,200,000

ESTIMATED COST

The total Project cost is \$13,333,333. Non-federal match of 55% will be provided for this project jointly by DNR and Columbia Land Trust. DNR will provide land match through the transfer of approximately 670 acres (\$6,000,000) to the Columbia Falls Natural Area Preserve. Columbia Land Trust will provide land match through the acquisition of approximately 800 acres (\$1,333,333) within the Mt. St. Helens Project site.

References:

- Faler, M.P. and T. B. Bair. 1992. Migration and Distribution of Adfluvial Bull Trout in Swift Reservoir, North Fork Lewis River and Tributaries. Gifford Pinchot National Forest, Wind River Ranger District, Unpublished Report.
- Furniss, M.J., T.D. Roelofs, and C.S. Yee. 1991. Road construction and maintenance. American Fisheries Society Special Publication 19:297-323.
- Goetz, F. 1989. Biology of the bull trout, *Salvelinus confluentus*, a literature review. Willamette National Forest. Eugene, Oregon.
- Pratt, K.L. 1992. A review of bull trout life history. Pages 5-9 in P.J. Howell, and D.V. Buchanan, eds. Proceedings of the Gearhart Mountain Bull Trout Workshop. Oregon Chapter of the American Fisheries Society, Corvallis, Oregon.
- U.S. Fish and Wildlife Service (USFWS). 2002. Chapter 20, Lower Columbia River Recovery Unit, Washington. In: U.S. Fish and Wildlife Service. Bull Trout (*Salvelinus confluentus*) Draft Recovery Plan. Portland, Oregon.
- Washington Department of Fish and Wildlife (WDFW). 2006. Mount St. Helens elk herd. Washington Department of Fish and Wildlife, Olympia, Washington. 52 pp.
- Washington Department of Fish and Wildlife (WDFW). 2008. Draft Wolf Conservation and Management Plan for Washington. Scientific Peer Review Draft, August 22, 2008. Washington Department of Fish and Wildlife, Olympia, Washington. 196 pp.
- Wissmar, R.C., J.E. Smith, B.A. McIntosh, H.W. Li, G.H. Reeves, and J.R. Sedell. 1994. A history of resource use and distribution in riverine basins of eastern Oregon and Washington (Early 1800s-1900s). Northwest Science Special Issue 68:1-34.
- Rex C. Crawford and Reid Schuller. 1991. Washington Natural Heritage Program, Natural Area Preserve Recommendation, West Columbia Falls.

ADDENDUM
 Mt. St. Helens Forest
 2101 HCP Land Acquisition Proposal

CLIMATE CHANGE IN WASHINGTON STATE

Project Benefit

The Project site is primarily coniferous forest and riparian habitat in the southern Cascade Mountain range. It includes varied age-classes of trees and forest structures that could contribute significantly to carbon storage and therefore produce a positive benefit to climate change trends in Washington. The Project also includes high elevations that may be critical refugia for species seeking higher elevations as climate conditions change. In the Cascade Mountains it is anticipated that species relying on lower elevation habitat will move to higher elevations “where mountains are likely to serve as refuges for some species attempting to move to cooler climates. The strong elevational gradients associated with mountains provide a diversity of climates and habitats for species. Although these habitats are likely to shift upslope they will still serve as a habitat for a diverse set of plants and animals.” (Lawler 2007).

Protection of the Project sites will provide conservation of the forests as well as the ability to change forest practices and manage for older trees and more diverse forest structure. According to a recent study in Science Daily, “The forests of the Pacific Northwest hold significant potential to increase carbon storage and help mitigate greenhouse gas emissions in coming years if they are managed primarily for that purpose through timber harvest reductions and increased rotation ages.” (OSU 2009). While there are many factors considered in forest management for carbon sequestration, the research conducted by the College of Forestry at Oregon State University concluded that outside of catastrophic considerations, leaving the forests alone would be the most favorable approach to offset carbon. Much of the Project site is in working forestry, and therefore has growing trees with optimal carbon storage capabilities. In addition, portions of the Project are considered old growth. A recent analysis of old growth forests and their carbon storage suggests that old growth forests continue to absorb carbon dioxide from the atmosphere and mitigate climate change for centuries, and that more credit should be given for leaving old growth forest intact (OSU 2008).

The Project site is considered an important forest for carbon sequestration funding because of the potential to change forest practices and store additional carbon beyond what is required by current forest practice rules. Carbon credit buyers, such as the Oregon Climate Trust, have identified the Project as a potential recipient of carbon funds.

References:

Joshua J Lawler, Molly Mathias. 2007. Climate Change and Future Biodiversity in Washington College of Forest Resources University of Washington. Prepared for Washington Biodiversity Council, 2007.

Oregon State University (2009, July 3). Pacific Northwest Forests Could Store More Carbon, Help Address Greenhouse Issues.

Oregon State University (2008, September 14). Old Growth Forests Are Valuable Carbon Sinks.

ATTACHMENT 2
SPECIES TABLE

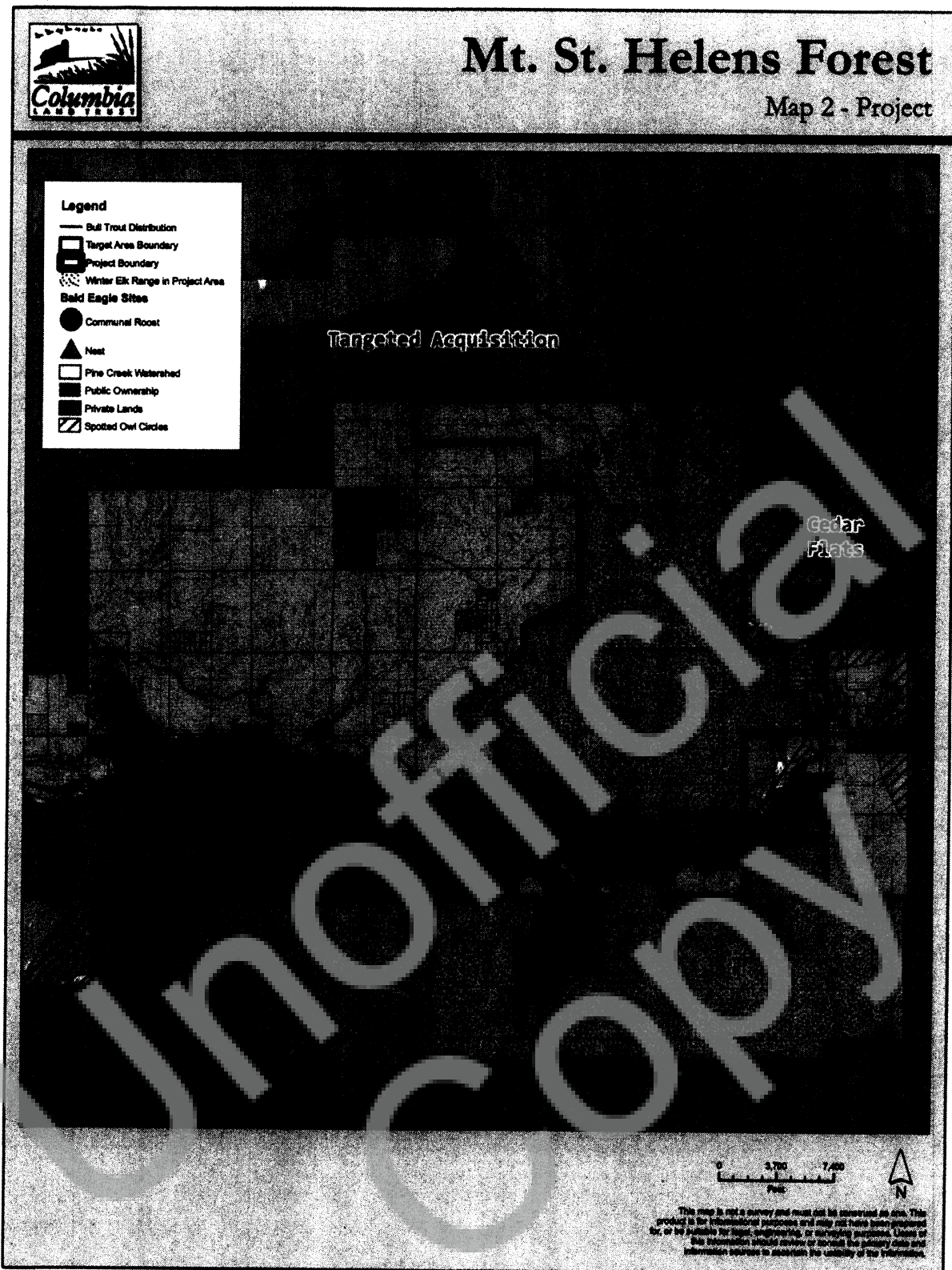
Species expected to benefit from the Mt St Helens Forest proposal and covered by the DNR HCP (DNR Forested State Trust Lands HCP)

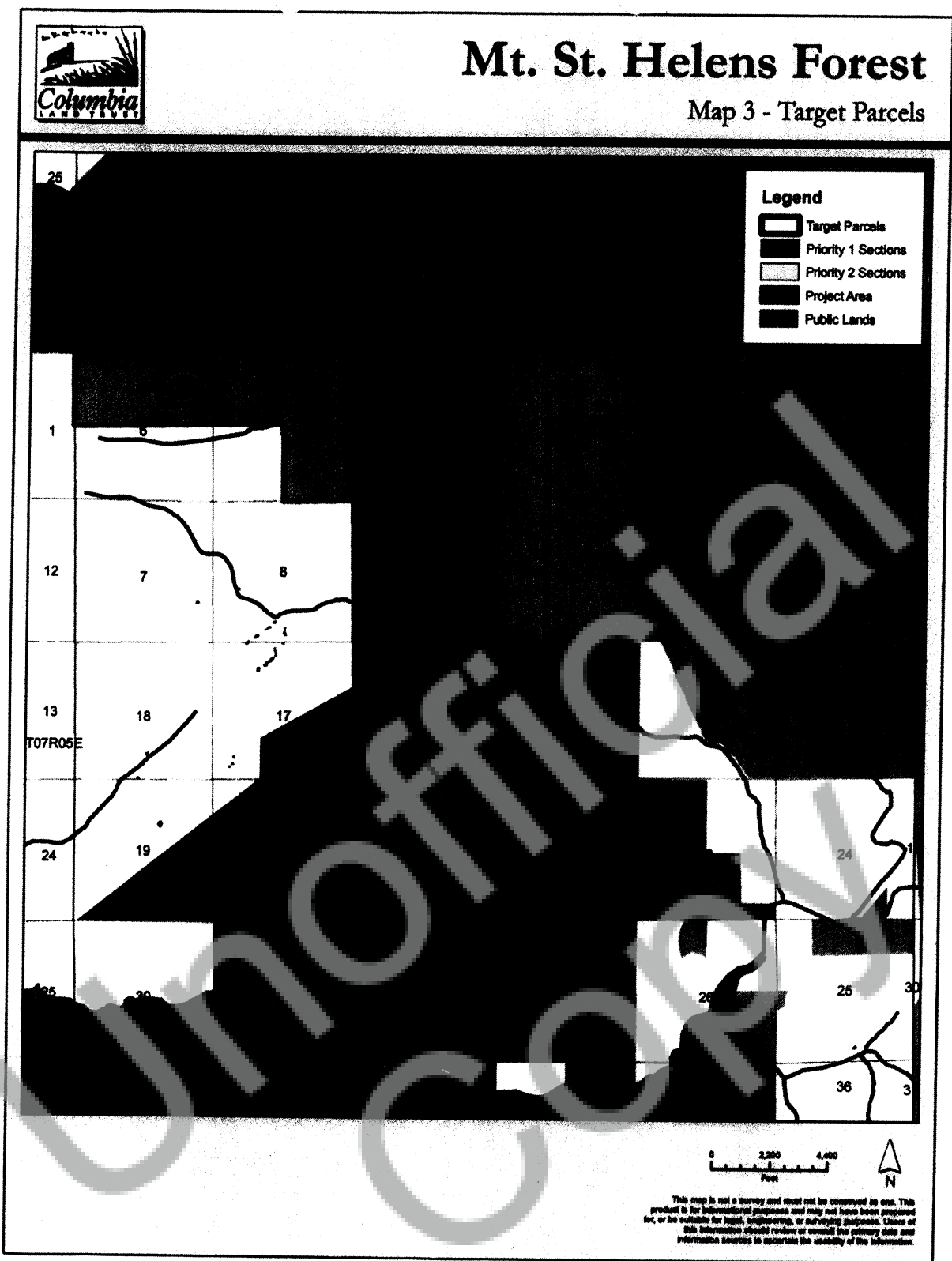
Species	Common Name <i>Scientific Name</i>	Fed/W A Status	Species use of Suitable Habitat Within Project Area	Minor or Major Benefit to Species <i>Rationale for Benefit Documentation</i>
LISTED SPECIES				
1	Bull Trout <i>Salvelinus confluentus</i>	Fed: T WA: T	Target Pine Creek is productive and important stream in entire Columbia Recovery Area (USFWS 2002)	Major benefit: Target acquisition (Pine Creek) has one of only four core populations in the recovery unit (USFWS 2002). Pine Creek is considered stronghold for area's core population and critical for species' recovery.
2	Northern Spotted Owl <i>Strix occidentalis caurina</i>	Fed: T WA: E	Target parcels adjacent to and included within four owl conservation circles. Project and Match property provide habitat link	Major benefit: Project connects more than a dozen owl circles providing habitat and reduces fragmentation. Target parcels are between MOCAs and CSAs and provides improved owl habitat on adjacent private land needed to achieve recovery and reduce management risks (USFWS 2008).
3	Gray Wolf <i>Canis Lupus</i>	Fed: E WA: E	Project is within wolf territory and suitable habitat for natural dispersal or translocation	Major benefit: Project important for wolf recovery in WA for advancing wolf population in southern Cascades. Project provides habitat, high elk and deer populations and habitat protection. Establishment of a wolf population in this area integral to wolf recovery (WDFW 2008).
UNLISTED SPECIES				
1	Rocky Mt. Elk <i>Cervus canadensis</i>	Fed: NA WA: NA	Significant winter range due to south slopes, forest management and lower elevations off of Mt. St. Helens. Summer range throughout entire Project site	Major: Project is very important habitat for the Mt. St. Helens Herd. Herd of 2,500 use Lewis Valley and highest concentration is in Project area. Habitat link between summer and winter range.
2	Cascade Torrent Salamander <i>Rhyacotriton cascadae</i>	Fed: NA WA: SC	Found in many of the smaller high-gradient streams in Target Parcels. Present on Project and Match.	Major: Project and Match sites have good habitat for this species and conservation management of the riparian will improve habitat. (Mitch Wainwright, biologist, National Monument pers. comm. 2009 and Carlo Abruzzese, biologist, DNR, pers. comm. 2009).
3	Cascades Frog <i>Rana Cascadae</i>	Fed: FCo WA: SM	Requires ponds or slow moving streams with emergent vegetation found in Project site	Minor: Present on national forest adjacent to Project (Wainwright, 2009). Based on habitat type, likely presence on Project and would benefit from improved forest management.
4	Vaux's Swift <i>Chaetura vauxi</i>	Fed: NA WA: SC	Nests in large hollow trees and snags, requires mature to old-growth stands. Present on Match Property.	Minor: Match Property has remnant old growth and mature forest structure (Crawford, 1991) that provides good habitat. Project site habitat could be improved with forest management. Species would benefit by a change in management that included longer rotations, and retaining remnant dead wood (Wainwright, 2009).
5	Bald Eagle <i>Haliaeetus leucocephalus</i>	Fed: Co WA: SS	Nests, roosts and forages within Project at Swift Reservoir (Map 2) and major tributaries	Major: Project provides ideal habitat with roosts, reservoir, Lewis River and tributaries.
6	Northern Goshawk <i>Accipiter gentilis</i>	Fed: FCo WA: SC	Project and Match provide habitat required: large tracts of mature to old-growth conifer habitat.	Minor: This species would benefit by a change in management that included longer harvest rotations. Requires mature, dense forests. Present in southwest Washington forests (WDFW Recovery Plan 2003). Project provides habitat connectivity.

ATTACHMENT 2
SPECIES TABLE

7	Fisher <i>Martes pennanti</i>	Fed: FC WA: SE	Project is potential habitat if the species is reintroduced into the southern Cascades	Minor: Washington State Recovery Plan 2006 identifies reintroduction as the only means of recovery and southwestern Cascades (Project area) is one of three large areas identified for reintroduction.
8	California wolverine <i>Gulo gulo</i>	Fed: FCo WA: SC	Project provides potential habitat for species which requires large areas with low open road density and limited human activity. Project connects higher elevation protected habitat with low elevation areas.	Minor: Wolverine sightings have been reported on the south side of Mount St. Helens (near Project), and one has been documented on Mount Adams (Wainwright, 2009). State and National Forest lands south of Swift Reservoir contain suitable habitat with low road densities. The Project area may provide connectivity.
9	Van Dyke's salamander <i>Plethodon vandykei</i>	Fed: FCo WA: SC	Associated with small high-gradient streams on the National Forest north of the Project – may use streams in Target Parcels.	Minor: Project and Match sites have suitable habitat for this species and conservation management of the riparian will improve habitat. (Wainwright, 2009 Abruzzese, 2009).
10	Pileated Woodpecker <i>Dryocopus pileatus</i>	Fed: NA WA: SC	Present on Project and Match sites. Benefits from old growth and mature trees and forest connectivity.	Major: Forest Plan Management Indicator Species, prefers large tracts of mature to old-growth habitat. Species would benefit from forest management, older trees and snags. Project currently provides good habitat and with management could provide ideal habitat.
11	Long-legged Myotis <i>Myotis Volans</i>	Fed: FCo WA: SM	Presence suspected because of habitat type. Inhabits forested areas where it roosts in trees, rock crevices, and crevices in streambanks.	Minor: This species would benefit by a change in management that included longer harvest rotations, and retaining remnant large live and dead trees.
12	Larch Mt. Salamander <i>Plethodon larselli</i>	Fed: FCo WA: SS	Present on Match Property and on national forest to north of Project. Needs habitat of talus, steep slopes, old-growth and abundant down wood.	Minor: Found on national forest to north and in cave basalt and talus habitat (Wainright, 2009). Project provides potential habitat with change in forest practices.
13	Osprey <i>Pandion Haliaeetus</i>	Fed: NA WA: SM	Present on Project and Match sites. Nests and forages at Swift Reservoir and forages in the major tributaries on Project	Major: Project provides roost and nest trees adjacent to Swift Reservoir, Lewis river and tributaries and Columbia River (Match Property).
14	Peregrine Falcon <i>Falco peregrinus</i>	Fed: FCo WA: SS	Present on Project site. Known active nest in the area, and the Project provides hunting territory	Minor: Limiting residential development in the Project area would benefit this species. Nest site known on adjacent national forest (Clear Creek). Project within hunting territory (Wainwright, 2009).

Status Codes: FE: Federal Endangered; FT: Federal Threatened; FC: Federal Candidate; FCo: Federal Species of Concern; SE: State Endangered; ST: State Threatened; SC: State Candidate; SS: State Sensitive; SM: State Monitor; NA: No listing status





FY 2010 -- COOPERATIVE ENDANGERED SPECIES CONSERVATION FUND BUDGET SHEET Washington Department of Natural Resources <small>(Shaded Cells for State Agency Use Only)</small>		
Grant Type (Check one only):		
<input type="checkbox"/> HCP Planning Assistance	<input checked="" type="checkbox"/> HCP Land Acquisition	<input type="checkbox"/> Recovery Land Acquisition
DNR Contact: Rich Scrivner - 360.902.1059		

Project Name:	Mt. St. Helens Forest
Project Applicant:	Columbia Land Trust
Name:	Cherie Kearney
Title:	Forestry Initiative and Special Projects Manager
Address:	1351 Officers' Row
City/State/Zip:	Vancouver, WA 98671
Phone:	360-213-1209
E-Mail:	ckearney@columbialandtrust.org
FAX:	360-696-1847

I. Project Land Acquisition Expenses			
Salaries	DNR	Subgrantee	Total
	\$25,000	\$19,700	\$44,700
Benefits	7,000	3,000	10,000
Goods and Services	500	300	800
Travel	1,000	1,000	2,000
Land Value		5,882,100	5,882,100
Appraisal & Appraisal Review (For DNR charges only)	35,000		35,000
Closing Costs (Title Insurance, Escrow Fees, Recording Fees, Taxes, etc.)		5,000	5,000
Stewardship/Management Plan		5,000	5,000
Baseline Documentation		2,000	2,000
Indirect Costs (limited to 18.3% of administrative costs*)	8,000	4,400	10,400
Other (ESA, Land Survey, BLA's, etc.)		3,000	3,000
Total	\$74,500	\$5,925,500	\$6,000,000

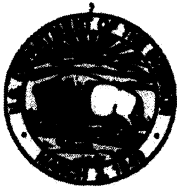
II. Project Match Expenses			
Land Value Contributed as Match	DNR	Subgrantee	Total
	\$6,000,000	\$1,333,333	\$7,333,333
Project Expense Value Contributed as Match			0
Cash Match			0
Total	\$6,000,000	\$1,333,333	\$7,333,333

III. Total Project Expenses (I. + II.)	\$6,074,500	\$7,258,833	\$13,333,333
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IV. Percent Match (II. / III.)			55
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V. Federal Grant Amount Requested (I.)	\$74,500	\$5,925,500	\$6,000,000
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* Administrative Costs - Salaries, Benefits, Goods & Services, and Travel



United States Department of the Interior

FISH AND WILDLIFE SERVICE



911 NE 11th Avenue
Portland, Oregon 97232-4181

In Reply Refer To:
MBSP/WSFR

June 2, 2010

Peter Goldmark, Commissioner of Public Lands
Washington Department of Natural Resources
P.O. Box 47014
Olympia, Washington 98504-7014

Subject: Notice of Federal Assistance Award for E-49-HL-1

Dear Mr. Goldmark:

The enclosed Application for Federal Assistance, E-49-HL-1, Mt. St. Helens Forest, is approved effective September 20, 2010 with a total Federal share in the amount of 6,000,000.00. The performance period of this award is September 20, 2010 through September 20, 2013.

Terms of Acceptance: Per <http://www.doi.gov/pam/TermsandConditions.html>, acceptance of a Federal Financial award from the Department of the Interior (DOI) carries with it the responsibility to be aware of and comply with the terms and conditions of the award. Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means. Awards are based on the application submitted to, and as approved by DOI and are subject to the terms and conditions incorporated either directly or by reference to the following:

- Program legislation/regulation.
- Special terms and conditions.
- Code of Federal Regulations/Regulatory Requirements, as applicable

43 CFR 12(A) Administrative and Audit Requirements and Cost Principles for Assistance Programs

43 CFR 12(E) Buy American Requirements for Assistance Programs

43 CFR 12(C) Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local

43 CFR 12(F) Uniform Administrative Requirements for Grants and Cooperative Agreements with Institutions of Higher Education, Hospitals, other Non-Profit and Commercial Organizations

43 CFR 43 Governmentwide Requirements for a Drug-Free Workplace

43 CFR 42 Governmentwide Debarment and Suspension (Nonprocurement)

43 CFR 18 New Restrictions on Lobbying

Specials Conditions and Provisions:

Cost accounting is required at the grant level.

Annual Federal Financial Reports, SF-425, and Performance Reports will be due beginning December 29, 2011 and on that date every year until the completion of the grant. Final Reports will be due 90 days from the ending date of the grant. For report due dates please refer to the "Reports due by Period" report located under "Grantee Reports", on the IFAIMS website at: <http://faims.fws.gov>. For further information regarding reporting requirements and sanctions please see the reporting guidance issued May 15, 2009 in the Federal Assistance Toolkit located at: <http://wsfirprograms.fws.gov/subpages/toolkitfiles/intgdrpt.pdf>.

The deed of purchased and/or match properties shall be encumbered to ensure that the land will be managed in perpetuity in a manner consistent with the goals and objectives of this grant. Evidence of such shall be included as part of the final accomplishment report. In the event that the terms for perpetual conservation are violated the property will be subject to transfer, replacement, or repayment to the United States pursuant to 43 CFR 12.71.

For the acquisition of a Conservation Easement, a baseline inventory shall be completed prior to closing, property management plan(s) shall be prepared, and Conservation Easement Monitoring shall be conducted on an annual basis.

If mineral rights are reserved, the extraction of minerals must be consistent with the purpose of the acquired land and must be extracted in a way that will not damage the habitat or value of the surface lands. This ensures that the quantity and quality of the habitat needed to conserve species will be maintained.

Prior to accessing funds for the purchase of property, market value must be determined by appraisals performed in accordance with the *Uniform Appraisal Standards for Federal Land Acquisitions* (Yellow Book). The Federal share of the acquisition will not be greater than the agreed upon match proportion of the current market value, as determined by an appraisal and review appraisal completed to Yellow Book standards. If land is to

be used as match, Federal funds may not be used to acquire the subject property until documentation of the match property has been approved by the Service. Documentation shall consist of identification and approval of the property and a Yellow Book, self-contained appraisal with a review appraisal. The following conditions must be completed to document Yellow Book compliance:

1. A state-certified general appraiser must conduct an appraisal that meets Federal land acquisition standards. Specifically the appraisal must be Yellow Book compliant <http://www.usdoj.gov/enrd/land-ack/yb2001.pdf>. This must occur for the property or properties you plan to purchase or use as match.
2. Following the appraisal, a review appraisal is required. The review appraisal can be prepared by qualified agency staff or provided to your agency by contract or agreement with another state agency. A certified or licensed review appraiser must conduct the review appraisal. If you do not have access to a certified or licensed review appraiser the Division of Wildlife and Sport Fish Restoration (WSFR) can coordinate with the Appraisal Services Directorate (ASD) under the Department of Interior, National Business Center to conduct the review appraisal. Please be aware, however, that if ASD is asked to perform the review, they must write a statement of work and will provide a list of assignment-qualified appraisers from which to choose to perform the assignment. Also be aware that workload issues in the ASD may affect the timeliness of the appraisal coordination and review process.
3. The appraisal and review appraisal documents must be submitted to WSFR for review and approval before Federal funds can be used to purchase the land.

Once these three conditions have been met, we will notify you that the appraisal has been approved. Once approved, you may move forward with formal negotiations for acquiring the property evaluated in the review appraisal, according to the terms of the Grant.

Thank you for your interest and efforts in supporting conservation efforts for fish and wildlife and their habitats. If you have any questions regarding the above steps, please contact me at 503-231-6128 or Heather Hollis at 503-231-2372.

Sincerely,



J. Frederick Caslick, Ph.D., Chief
Wildlife and Sport Fish Restoration Program

Enclosure



GRANTED

APPLICATION FOR
FEDERAL ASSISTANCE

Version 7/03

1. TYPE OF SUBMISSION: Application <input type="checkbox"/> Construction <input checked="" type="checkbox"/> Non-Construction		2. DATE SUBMITTED 08/13/2009	Applicant Identifier
Pre-application <input type="checkbox"/> Construction <input checked="" type="checkbox"/> Non-Construction		3. DATE RECEIVED BY STATE	State Application Identifier
4. DATE RECEIVED BY FEDERAL AGENCY		Federal Identifier WA E-49-HL-1	

5. APPLICANT INFORMATION

Legal Name: State of Washington		Organizational Unit: Department: Department Natural Resources	
Organizational DUNS: 808883474		Division: Asset Management and Recreation Division	
Address: Street: PO Box 47014		Name and telephone number of person to be contacted on matters involving this application (give area code) Prefix: First Name: Rich	
City: Olympia		Middle Name	
County:		Last Name Scrivner	
State: WA	Zip Code 98504-7014	Suffix:	
Country: USA		Email: richard.scrivner@dnr.wa.gov	
6. EMPLOYER IDENTIFICATION NUMBER (EIN): 91-8012771		Phone Number (give area code) (360) 902-1059	Fax Number (give area code) (360) 902-1789
8. TYPE OF APPLICATION: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision If Revision, enter appropriate letter(s) in box(es) (See back of form for description of letters.) Other (specify)		7. TYPE OF APPLICANT: (See back of form for Application Types) A. State Other (specify)	
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 15-815		9. NAME OF FEDERAL AGENCY: U.S. Department of Interior, Fish and Wildlife Service	
TITLE (Name of Program): Coop Endangered Species Conserv Fund		11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT: Cooperative Endangered Species Conservation Fund HCP Land Acquisition Grant	
12. AREAS AFFECTED BY PROJECT (Cities, Counties, States, etc.): Skamania County		Mt. St. Helens Forest	
13. PROPOSED PROJECT Start Date: Ending Date:		14. CONGRESSIONAL DISTRICTS OF: a. Applicant WA-all b. Project WA-003	
16. ESTIMATED FUNDING:		15. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?	
a. Federal	\$ 6,000,000.00	a. Yes. <input type="checkbox"/> THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON	
b. Applicant	\$	DATE:	
c. State	\$ 6,000,000.00	b. No. <input type="checkbox"/> PROGRAM IS NOT COVERED BY E. O. 12372	
d. Local	\$	<input checked="" type="checkbox"/> OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW	
e. Other	\$ 1,333,333.00	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	\$ 13,333,333.00		
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. Authorized Representative Prefix First Name Peter Middle Name			
Last Name Goldmark		b. Title Commissioner of Public Lands	
c. Signature of Authorized Representative		d. Telephone Number (give area code) (800) 902-1004	
Previous Edition Usable Authorized for Local Reproduction		e. Date Signed 8/12/09	

RECEIVED

AUG 17 2009

ENDANGERED SPECIES
US FISH & WILDLIFE SERVICE
REGION 1, PORTLAND, OREGON

Standard Form 424 (Rev.9-2003)
Prescribed by OMB Circular A-102