



**WHEN RECORDED RETURN TO:**

WA State Department of Natural Resources  
Conservation Lands Acquisition Program  
P.O. Box 47014  
Olympia, WA 98504-7014

**DOCUMENT TITLE(S)**

Conservation Easement

Wind River Northern Spotted Owl Conservation Grant Agreement No. CA-93-097633

**REFERENCE NUMBER(S)** of Documents assigned or released:

**SKAMANIA COUNTY  
REAL ESTATE EXCISE TAX**

☐ Additional numbers on page \_\_\_\_\_ of document.

**GRANTOR(S):**

Columbia Land Trust

N/A  
JUL 10 2019

PAID

N/A

☐ Additional names on page \_\_\_\_\_ of document.

SKAMANIA COUNTY TREASURER

**GRANTEE(S):**

Washington State Department of Natural Resources

☐ Additional names on page \_\_\_\_\_ of document.

**LEGAL DESCRIPTION** (Abbreviated: i.e. Lot, Block, Plat or Section, Township, Range, Quarter):

Portion of Section 07, Township 07N, Range 08E W.M., located in Skamania County, Washington

☐ Complete legal on page \_\_\_\_\_ of document.

**TAX PARCEL NUMBER(S):**

03080700010100X  
G.S.

☐ Additional parcel numbers on page \_\_\_\_\_ of document.

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information.

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recorded processing requirements may cover up or otherwise obscure some part of the text of the original document.

Company Name: Columbia Land Trust

Signature/Title: Not a [illegible] / Conservation Lead

After Recording Return To:  
Washington State Department of Natural Resources  
Conservation Lands Acquisition Program  
P.O. Box 47014  
Olympia, WA 98504-7014

## CONSERVATION EASEMENT

### *Wind River Northern Spotted Owl Conservation - Grant Agreement No. CA- 93-097633*

Grantor: Columbia Land Trust  
Grantee: Washington State Department of Natural Resources  
Legal: Portion of Section 07, Township 03N, Range 08E W.M., located in  
Skamania County, Washington  
Parcel No: 03080700010100  
G.S.

This Conservation Easement ("Easement"), 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 "Parties"), is made as of the 5th day of May, 2019.

## NOTICE OF GRANT

Grantor is the owner of certain real property located in Skamania County, Washington, which is legally described in Exhibit A ("Property"). Grantor submitted a grant proposal through State, and State is the recipient of a grant award of financial assistance from the U.S. Fish and Wildlife Service ("USFWS"), funded under the Cooperative Endangered Species Conservation Fund's Habitat Conservation Plan Land Acquisition Grant for the Wind River Northern Spotted Owl Conservation project, pursuant to Application for Federal Assistance Number F18AP00086 and Section 6 of the Endangered Species Act of 1973, as amended, 16 U.S.C. §§ 1531 et seq., between State and USFWS (collectively and severally, the "Grant" (Exhibit B)), for the acquisition of the Property.

Grantor and State have executed a Cooperative Agreement No. CA- 93-097633, dated effective July 1, 2018, 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 Department of Natural Resources, 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 sub award 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 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 ("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 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 June 30, 2021. 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 and approved by State, which approval shall not be unreasonably withheld.

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 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 the 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, hiking, hunting, fishing, 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 Subsection.
- (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 Subsection.
- (9) Selective and/or single tree harvest of timber where special management objectives consistent with the purpose of the Grant 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 (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 in (6), above.

(12) Herbicides, Pesticides or Insecticides. The use of necessary herbicides, pesticides and/or insecticides for the sole use of invasive management as described in the Plan.

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

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 are permitted so long as it is consistent with the conservation purposes of the Grant.

(4) Removal of Trees and other Vegetation. There shall be no cutting, pruning, or removal of trees and other vegetation, including downed timber, except as may be incidental to permissible uses and activities reserved under Subsection 2.a. or with the express advance written approval of State, or as deemed necessary by State to preserve, protect or enhance the Conservation Values of the Property.

(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) **Introduced Vegetation.** The planting or intentional introduction of non-native species or other species identified as prohibited in the Plan.
- (8) **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.
- (9) **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.
- (10) **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.
- (11) **Agriculture.** The planting, propagation, and growing of any plants or trees for commercial or non-commercial agricultural, nursery, or gardening purposes is prohibited.
- (12) **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 as otherwise authorized in Subsection 2.a., above or may be required by State to protect the Conservation Values of the Property.

### **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 18** below ("Notices"). 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.
- 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 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, 2 CFR § 200.311 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 2 CFR § 200.311.
  - (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 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. **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.
12. **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.
13. **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 2 Code of Federal Regulations (CFR), Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and all other laws, rules, regulations and policies applicable to the USFWS Cooperative Endangered Species Conservation Fund.



14. **Dispute Resolution.** As a condition precedent to a party bringing any suit for breach of this Easement, such as provided for State under **Section 15** 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 15.d. of this Easement without prior notification or dispute resolution procedures.

15. **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 thirty (30) days after receipt of notice thereof from State, or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fails to begin curing such violation within the thirty (30) 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 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 Grantor's, or Grantor's agents, employees, contractors, invitees or licensees, violation of the terms of this Easement 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. Any such costs owed by Grantor to State, together with any damages which Grantor may owe to State, shall constitute a lien against the Property until such time as costs and damages are paid in full.
- 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, 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.

**16. Costs, Liabilities, Insurance, Taxes, Environmental Compliance, 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.

**17. 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.

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

To State: DEPARTMENT OF NATURAL RESOURCES  
Attn: Section 6 Program Manager  
1111 Washington Street SE  
PO Box 47014  
Olympia, WA 98504-7014  
Phone: 360-902-1408

To Grantor: Columbia Land Trust  
Attn. Steve Cook  
850 Officers' Row  
Vancouver, WA 98661

**19. 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 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.



20. **Certification of Authority.** The undersigned Grantor representative certifies that the Grantor is a legally constituted nonprofit organization with full authority and legal capability to perform the terms of this Easement and he/she is authorized to sign this Easement on its behalf.

**GRANTOR:**

COLUMBIA LAND TRUST

Dated: May 2, 2019

By: 

Dan Roix,  
Conservation Director

**STATE:**

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES

Dated: 6-10-19

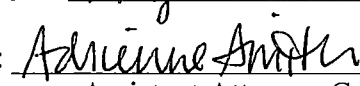
By: 

Hilary S. Franz,  
Commissioner of Public Lands

Affix the Seal of the  
Commissioner of Public Lands

APPROVED AS TO FORM ONLY:

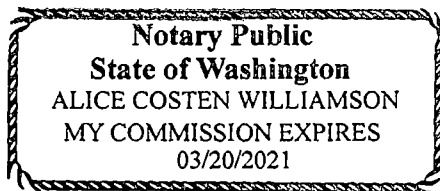
14<sup>th</sup> day of May 2019

By:   
Assistant Attorney General

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF )

On this 2nd day of MAY, 2019, personally appeared before me Dan Roix, to me known to be the Conservation Director, who executed the within and foregoing instrument on behalf of Columbia Land Trust, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that she/he was authorized to execute said instrument for said corporation.

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



Alice Costen Williamson  
Notary Public in and for the State of  
Washington residing at VANCOUVER, WA

My appointment expires MARCH 20, 2021

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF THURSTON )

On this 10th day of June, 2019, personally appeared before me Hilary S. Franz, 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 she 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.



Kelli Messegue  
Notary Public in and for the State of  
Washington residing at Lacey

My appointment expires 8-1-21

**STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES**

**EXHIBIT A – Legal Description**

C. A tract of land being a portion of the Southwest quarter of the Northwest quarter of Section 7, Township 3 North, Range 8 East in the Willamette Meridian, County of Skamania and State of Washington, being more particularly described as follows:

Beginning at the Southwest corner of the Southwest quarter of the Northwest quarter of said Section 7 which is also the Northwest corner of Lot 3 of said Section 7 and being the point of beginning; thence South  $89^{\circ}19'07''$  East, a distance of 1280.19 feet along the North line of said lot 3 to the Northeast corner of said Lot 3; thence North  $0^{\circ}42'08''$  West, a distance of 332.44 feet; thence North  $89^{\circ}04'05''$  West, a distance of 1275.85 feet to the West line of said Section 7; thence South along the Section line to the point of beginning.

**EXCEPTING THEREOF from the above description that portion lying east of the centerline of the Wind River, all in Section 7, Township 3 North, Range 8 East, in the Willamette Meridian, County of Skamania and State of Washington.**

D. The Northeast quarter of the Southwest quarter and that portion of Government Lot 3, lying South and West of the centerline of WIND RIVER, all in Section 7, Township 3 North, Range 8 East, in the Willamette Meridian, County of Skamania and State of Washington.

E. All of Government Lot 4 and that portion of Government Lot 5, lying West of the centerline of WIND RIVER, all in Section 7, Township 3 North, Range 8 East, in the Willamette Meridian, County of Skamania and State of Washington.





In Reply Refer to:  
FWS/R1/WSFR

# Exhibit B

## United States Department of the Interior

FISH AND WILDLIFE SERVICE  
911 NE 11<sup>th</sup> Avenue  
Portland, Oregon 97232-4181



July 13, 2018

Angus Brodie, Deputy Supervisor  
Washington Department of Natural Resources  
P.O. Box 47014  
Olympia, Washington 98504-7014

DUNS: 808883474

Subject: Notice of Grant Award for **F18AP00086**

Dear Mr. Brodie:

Your organization's application for Federal financial assistance titled "**Wind River Northern Spotted Owl Conservation**" submitted to the U.S. Fish and Wildlife Service (Service)'s CFDA Program 15.615 is approved. This award is made under the authority of: Endangered Species Act of 1973 16 U.S.C. 1531 et seq. For a complete list of this program's authorizing legislation, go to <https://www.cfda.gov/> and search by the CFDA Program number. This award is made based on Service approval of your organization's proposal, hereby incorporated by reference into this award.

The performance period of this award is **July 1, 2018** through **June 30, 2021**. Only allowable costs resulting from obligations incurred during the performance period and any authorized pre-award costs may be charged to this award. All obligations incurred under the award must be liquidated no later than 90 calendar days after the end of the performance period, unless the Service approves a final financial reporting period extension (see Reporting Requirements section below). If you need more time to complete project activities, you must submit a written request to the Service at [r1fa\\_grants@fws.gov](mailto:r1fa_grants@fws.gov) before the end of the stated performance period (see Project/Program Plan and Budget Revisions section below).

### **Payments:**

Your organization has completed enrollment in U.S. Treasury's Automated Standard Application for Payment (ASAP) system. When requesting payment in ASAP, your Payment Requestor will be required to enter an Account ID. The number assigned to this award is the partial Account ID in ASAP. When entering the Account ID in ASAP, the Payment Requestor should enter the award number identified in the subject line on letter followed by a percent sign (%). Refer to the ASAP.gov Help menu for detailed instructions on requesting payments in ASAP.

Use the information below to identify your award funds at: [www.asap.gov](http://www.asap.gov).

ASAP Account ID	FY/Funding Title	Federal Share	% of Federal Share	State Share	% of State Share	Total Award
F18AP00086-0001-0530	2017/ES Sec. 6 HCP LA	\$1,000,000	45%	\$1,200,000	56%	\$2,200,000
<b>Totals:</b>		<b>\$1,000,000</b>	<b>45%</b>	<b>\$1,200,000</b>	<b>56%</b>	<b>\$2,200,000</b>

**Terms of Acceptance:**

Acceptance of a financial assistance award (i.e., grant or cooperative agreement) from the Service carries with it the responsibility to be aware of and comply with the terms and conditions applicable to 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 approved by the Service. Awards are subject to the terms and conditions incorporated into the notice of award either by direct citation or by reference to the following: Federal regulations; program legislation or regulation; and special award terms and conditions. The Federal regulations applicable to Service recipients and their subrecipients and contractors are listed by recipient type in the **Service Financial Assistance Award Terms and Conditions** posted on the Internet at <http://www.fws.gov/grants/>. If you do not have access to the Internet and require a full text copy of the award terms and conditions, contact our office.

If Recipient decides to not accept this award, Recipient must notify the Service in writing within 30 calendar days of that decision.

**Special Conditions and Provisions:**

*Cost accounting is required at the grant level.*

**Reporting Requirements:**

Report Title	Report Period:	Due Date
Interim Federal Financial Report (SF-425)	June 30, 2019	September 28, 2019
Interim Performance Report	June 30, 2019	September 28, 2019
Interim Federal Financial Report (SF-425)	June 30, 2020	September 28, 2020
Interim Performance Report	June 30, 2020	September 28, 2020
Final Federal Financial Report (SF-425)	June 30, 2021	September 28, 2021
Final Performance Report	June 30, 2021	September 28, 2021

All Reports should be sent to [rlfa\\_grants@fws.gov](mailto:rlfa_grants@fws.gov).

Recipients must use the Standard Form (SF) 425, *Federal Financial Report* form for all financial reporting. This form is available at [http://www.whitehouse.gov/omb/grants\\_forms](http://www.whitehouse.gov/omb/grants_forms).



Performance reports must contain: 1) a comparison of actual accomplishments with the goals and objectives of the award as detailed in the approved scope of work; 2) a description of reasons why established goals were not met, if appropriate; and 3) any other pertinent information relevant to the project results. Please include the Service award number provided in the subject line of this letter on all reports.

Financial and performance reporting due dates may be extended by the Service upon receipt of a written request addressed to the Service at [rlfa\\_grants@fws.gov](mailto:rlfa_grants@fws.gov) identifying the type of report to be extended, the requested revised due date, and a justification for the extension. The Service may approve an additional extension if justified by a catastrophe that significantly impairs the recipient's operations. Requests for reporting due date extensions must be received by the Service no later than one day before the original reporting due date.

**Significant Developments Reports** (see 2 CFR 200.328(d)):

Events may occur between the scheduled performance reporting dates that have significant impact upon the supported activity. In such cases, notify the Service Project Officer in writing as soon as the following types of conditions become known:

- Problems, delays, or adverse conditions that will materially impair the ability to meet the objective of the Federal award. This disclosure must include a statement of any corrective action(s) taken or contemplated, and any assistance needed to resolve the situation.

Favorable developments that enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

**Other Deliverables:**

**Fee Simple Acquisitions**

The deed of purchase will identify the Federal interest in the title of real property or a Notice of Federal Participation will be recorded to ensure that the property will be managed in perpetuity consistent with the goals and objectives of the grant. A Notice of Federal Participation also will be recorded for any properties used as match.

A draft management plan for the property being acquired and for any property being used for match must be submitted to and approved by the Service prior to the closing of the grant. Grantees should work closely with Service Field Office staff to develop management plans.

A copy of the Recorded Deed / Notice of Federal Participation, Title Insurance Policy or Title Vesting Certificate, Signed Settlement Statement, Statement of Just Compensation (if the purchase price is lower than appraised value), and three maps including the location of the property in the State, in the county, and a plat map or equivalent, for each property purchased, will be included as part of the final accomplishment report. Once finalized, a copy of the management plan should be sent to the Service.

In the event that the terms for perpetual conservation are violated, the property will be subject to transfer, replacement, or repayment to the Service pursuant to 2 CFR 200.311.

### Conservation Easement Acquisitions

The conservation easement will state that the property will be managed in perpetuity consistent with the goals and objectives of the grant or a Notice of Federal Participation shall be recorded. A Notice of Federal Participation will be recorded for any properties used as match.

The conservation easement will be submitted to and approved by the Service prior to its recording. A draft management plan for the property being protected with the conservation easement and for any property being used for match must be submitted to and approved by the Service prior to the closing of the grant. Grantees should work closely with Service Field Office staff to develop management plans.

A copy of the Recorded Easement and Notice of Federal Participation, Signed Settlement Statement, Statement of Just Compensation (if the purchase price is lower than appraised value), Baseline Inventory, final Property Management Plan, and three maps including the location of the property in the State, in the county, and a plat map or equivalent, for each property protected with an easement, will be included as part of the final accomplishment report.

In the event the conservation easement is no longer necessary for the purposes of the grant, the grantee will request disposition instructions from the Service pursuant to 2 CFR 200.311.

### All Acquisitions

Prior to a property or conservation easement being purchased, the Service must be informed of any changes to the property that would affect its conservation value (e.g., logging activities that occurred after the submission of a grant proposal or at any time during the grant period). For properties protected with Section 6 funds, monitoring must occur at reasonable intervals, which will vary depending on the risks to the conservation values of any particular property, to ensure that it is serving its intended purpose and being appropriately managed.

As per Director's Memo 030301 dated March 29, 2007, State agencies using Section 6 funds to protect land must maintain a land inventory record system. For a copy of this memo please contact David Leonard.

Once a property is acquired or protected, the Service encourages grantees to upload relevant information into the Conservation Registry (<http://usfws-r1.conservancyregistry.org/>). The Conservation Registry is a free online database that tracks and maps conservation, restoration, and wildlife projects across the U.S. Please note that populating the Conservation Registry does not fulfill the land inventory requirement.

### Mineral Rights

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.

### Revenue / Program Income

Revenue generated during the grant period from the sale of timber on acquired or match lands shall be treated as program income. Program income is subject to the Federal assistance regulations at 2 CFR 200.307. Timber revenues realized after the grant period are required to be fully used by the State grantee or sub-grantee for management of the property as approved in the management plan and may not be diverted to other purposes.

### Appraisals

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://1.usa.gov/1HmvzGu>. 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 State-certified or licensed review appraiser must conduct the review appraisal.

The appraisal and review appraisal documents must be submitted to David Leonard for approval before Federal funds can be used to purchase the land.

### Conflict of Interest Disclosures:

Recipients are responsible for notifying the Service Project Officer in writing of any actual or potential conflicts of interest that may arise during the life of this award. Conflicts of interest include any relationship or matter which might place the Recipient, the Recipient's employees, or the Recipient's subrecipients in a position of conflict, real or apparent, between their responsibilities under this award and any other outside interests. Conflicts of interest may also include, but are not limited to, direct or indirect financial interests, close personal relationships, positions of trust in outside organizations, consideration of future employment arrangements with a different organization, or decision-making affecting the award that would cause a reasonable person with knowledge of the relevant facts to question the impartiality of the Recipient, the Recipient's employees, or the Recipient's subrecipients in the matter. Upon receipt of such a notice, the Service Project Officer in consultation with their Ethics Counselor will determine if a conflict of interest exists and, if so, if there are any possible actions to be taken by the Recipient, the Recipient's employee(s), or the Recipient's subrecipient(s) that could

reduce or resolve the conflict. Failure to resolve conflicts of interest in a manner that satisfies the Service may result in any of the remedies described in 2 CFR 200.338, Remedies for Noncompliance, including termination of this award.

**Other Mandatory Disclosures:**

Recipients and their subrecipients must disclose, in a timely manner, in writing to the Service or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this award. Non-Federal entities that have received a Federal award including the term and condition outlined in 2 CFR 200, Appendix XII—Award Term and Condition for Recipient Integrity and Performance Matters are required to report certain civil, criminal, or administrative proceedings to SAM. Failure to make required disclosures can result in any of the remedies described in 2 CFR 200.338, Remedies for noncompliance, including suspension or debarment (See 2 CFR 200.113, 2 CFR Part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313).

**Indirect Costs:**

Indirect costs under this award are approved on the condition that the Recipient will submit an indirect cost rate proposal to their cognizant agency immediately after the award is made and no later than 90 calendar days past the award performance period start date. The Recipient is not authorized to charge indirect costs under this award until the Recipient has received, and provided a copy to our office at [rlfa\\_grants@fws.gov](mailto:rlfa_grants@fws.gov), an approved Negotiated Indirect Cost Rate Agreement (NICRA) from the Federal government. In the event the Recipient fails to establish an approved rate before the end of the award performance period, the Service may either: 1) deobligate the Federal amount budgeted for indirect costs and, if not otherwise prohibited by legislation or regulation, allow the Recipient to use costs otherwise allocable as indirect costs to satisfy cost-sharing or matching requirements; or 2) allow the Recipient to transfer the amount otherwise allocable as indirect costs to direct costs. Service approval of such budget changes will depend on the particular award circumstance. Indirect costs otherwise allocable to this award may not be shifted to another Federal award unless specifically authorized by legislation. The Recipient must comply with the approved NICRA Agreement.

**System for Award Management (SAM) Registration:**

Under the terms and conditions of this award, your organization must maintain an active SAM registration at <https://www.sam.gov/portal/public/SAM/> until the final financial report is submitted or final payment is received, whichever is later. If your organization's SAM registration expires during the required period, the Service will suspend payment under this and all other Service awards to your organization until you update your organization's SAM registration.

**Project Plan and Budget Amendments:**

Recipients are required to report deviations from budget or project scope or objective, and request prior approvals for budget and program plan revisions in accordance with 2 CFR 200.308 unless otherwise specifically waived in this award.

**Grant Period Extensions:**

If additional time is needed to complete the approved project, you must send an SF-424 and written notice to the Service at [rlfa\\_grants@fws.gov](mailto:rlfa_grants@fws.gov). This notice must be received prior to the authorized performance period end date, and must include supporting reasons and revised end date. Extensions for time cannot be authorized for the sole purpose of spending an unused balance of funds.

**Project Contacts:**

Service Project Officer for this award is:	Recipient Project Officer for this award is:
David Leonard (503) 231-2372 <a href="mailto:david_leonard@fws.gov">david_leonard@fws.gov</a>	Mark Reed (360) 902-1408 <a href="mailto:mark.reed@dnr.wa.gov">mark.reed@dnr.wa.gov</a>

Please contact David Leonard with any questions. Please include the Service award number provided in the subject line of this letter in all written communications.

Thank you for your interest and efforts in supporting conservation of fish and wildlife and their habitats.

Sincerely,



Kathy Hollar, Chief  
Wildlife and Sport Fish Restoration Program

Digitally signed by  
KATHERINE HOLLAR  
Date: 2018.07.13  
13:06:54 -07'00'

Enclosure



## Application for Federal Assistance SF-424

## \* 1. Type of Submission:

- ☐ Preapplication  
☒ Application  
☐ Changed/Corrected Application

## \* 2. Type of Application:

- ☒ New  
☐ Continuation  
☐ Revision

## \* If Revision, select appropriate letter(s):

## \* Other (Specify):

## \* 3. Date Received:

3/17/17

## 4. Applicant Identifier:

## 5a. Federal Entity Identifier:

## 5b. Federal Award Identifier:

F18AP00086

## State Use Only:

## 6. Date Received by State:

## 7. State Application Identifier:

## 8. APPLICANT INFORMATION:

## \* a. Legal Name:

Washington State Department of Natural Resources

## \* b. Employer/Taxpayer Identification Number (EIN/TIN):

91-6012771

## \* c. Organizational DUNS:

8088834740000

## d. Address:

## \* Street1:

1111 Washington Street SE, P.O. Box 47014

## Street2:

## \* City:

Olympia

## County/Parish:

## \* State:

WA: Washington

## Province:

## \* Country:

USA: UNITED STATES

## \* Zip / Postal Code:

98504-7014

## e. Organizational Unit:

## Department Name:

Depart. of Natural Resources

## Division Name:

Cons., Rec. &amp; Transactions

## f. Name and contact information of person to be contacted on matters involving this application:

## Prefix:

## \* First Name:

Mark

## Middle Name:

## \* Last Name:

Reed

## Suffix:

## Title:

Conservation Transaction Unit Supervisor

## Organizational Affiliation:

## \* Telephone Number:

360-902-1408

## Fax Number:

360-902-1789

## \* Email:

mark.reed@dnr.wa.gov

**Application for Federal Assistance SF-424**

**\* 9. Type of Applicant 1: Select Applicant Type:**

A: State Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\* Other (specify):

**\* 10. Name of Federal Agency:**

U.S. Department of the Interior, Fish and Wildlife Service

**11. Catalog of Federal Domestic Assistance Number:**

15-615

CFDA Title:

Section 6 HCP Land Acquisition Grant

**\* 12. Funding Opportunity Number:**

\* Title:

Fiscal Year 2017 Cooperative Endangered Species Fund (Section 6 of the Endangered Species Act) Grant Programs

**13. Competition Identification Number:**

Title:

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

Add Attachment

Delete Attachment

View Attachment

**\* 15. Descriptive Title of Applicant's Project:**

Wind River HCP Cooperative Species Habitat Acquisition Proposal / Project

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

**Application for Federal Assistance SF-424****16. Congressional Districts Of:**\* a. Applicant \* b. Program/Project 

Attach an additional list of Program/Project Congressional Districts if needed.

**17. Proposed Project:**\* a. Start Date:  7/1/2018\* b. End Date:  6/30/2021**18. Estimated Funding (\$):**

* a. Federal	<input type="text" value="1,000,000.00"/>
* b. Applicant	<input type="text"/>
* c. State	<input type="text" value="1,200,000.00"/>
* d. Local	<input type="text"/>
* e. Other	<input type="text"/>
* f. Program Income	<input type="text"/>
* g. TOTAL	<input type="text" value="2,200,000.00"/>

**\* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372.

**\* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes ☒ No

If "Yes", provide explanation and attach

**21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ \*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions

**Authorized Representative:**

Prefix:  \* First Name:

Middle Name:

\* Last Name:

Suffix:

\* Title: \* Telephone Number:  Fax Number: \* Email: 

\* Signature of Authorized Representative:

\* Date Signed:

## 2017 Washington State Cover Page for Non-traditional Section 6 Grant Proposals

Project Title:	Wind River Northern Spotted Owl Conservation		
Date Submitted:	March 17, 2017		
Grant Program:	HCP Land Acquisition		
State Sponsor:	Washington Department of Natural Resources		
Project Applicant:	Washington Department of Natural Resources		
Contact Person:	Mark Reed		
Mailing Address:	1111 Washington St. SE, Olympia WA 98504-7000		
Telephone:	360-902-1408		
Email:	mark.reed@dnr.wa.gov		
County:	Skamania		
TRS (if applicable):	T 3N, R 8E, S 7		
Watershed (if applicable):	Wind River		
Acres to be Conserved or Covered by Planning:	500 acres		
Congressional District(s) in which the project will occur and associated Representative(s) and Staff			
District	Representative	Staff	Telephone
3 <sup>rd</sup> District, Washington	US Representative Jaime Herrera Beutler	Shari Hildreth	360-695-6292
USFWS Funding Requested:	\$1,000,000	Total Project Cost:	\$2,200,000
Non-Federal Match:	\$1,200,000	% Non-Federal Match:	55%
Agency Contacts for project:	State: Mark Reed, 360-902-1408, mark.reed@dnr.wa.gov USFWS: Marty Acker, 360-753-9073, marty_aker@fws.gov		
Using only the space below, summarize the project's objectives and expected benefits to fish, wildlife and the public. This summary will be used to develop a press release if this proposal is selected for funding.			
<p>The Wind River Conservation project will permanently protect 100 acres of privately-owned, essential northern spotted owl (<i>Strix occidentalis caurina</i>) habitat including 35 acres of old-growth forest stands. The project site expands an existing 236-acre privately-owned conservation area along the Wind River and protects an existing spotted owl nest circle. In addition to benefitting the spotted owl, the project will protect habitat used by 20 other species prioritized for protection in the WA Department of Natural Resources Forest Lands Habitat Conservation Plan. The project site includes protection for one mile of Wind River shoreline along a reach that was designated the highest priority for conservation by the Lower Columbia Fish Recovery Board. Future plans for the project site include thinning to advance development of habitat structure for spotted owls and other old-growth-dependent species.</p>			

PROJECT STATEMENT  
*Wind River Northern Spotted Owl Conservation*  
*2017 HCP Land Acquisition Proposal*

**OVERVIEW:**

Columbia Land Trust and Washington Department of Natural Resources (DNR) request \$1,000,000 from the Section 6, Habitat Conservation Plan—Land Acquisition program to permanently protect from commercial harvest 100 acres of privately-owned, high quality northern spotted owl (*Strix occidentalis caurina*) habitat in Washington State's southern Cascade Mountains. The proposed project will conserve existing spotted owl nesting, roosting and foraging habitat, expand an important network of protected lands, and provide benefits to 20 additional species covered by the DNR Forest Lands Habitat Conservation Plan (HCP).

**NEED:**

The Project Site is nested within a series of priority habitat lands: it lies entirely within an established northern spotted owl nest circle and contains 35 acres of old-growth forest; it is adjacent to protected, DNR-owned forestland that is managed for spotted owl habitat and to protected Columbia Land Trust-owned forestland that is managed for old-growth forest structure; it sits within DNR's Columbia Gorge Spotted Owl Special Owl Emphasis Area; and it is located within one mile of federally designated critical habitat on the Gifford Pinchot National Forest. Its eastern boundary includes one mile of shoreline along the Wind River Canyon which is a priority for conservation of anadromous fish rearing habitat (WA LCSRFWSP 2010). The rugged terrain in the canyon and the site's lack of road access provide an additional degree of insulation from disturbance and contribute to the benefits it provides for 20 additional HCP-covered species (Table 1—Species Data).

The property is currently owned and managed for timber. If it is not purchased for conservation, the timber will be harvested for maximum financial return and the site will be replanted as a Douglas-fir plantation. Harvestable lands include some of the oldest and most structurally complex trees on the property and management on its steep slopes risks undermining the site's stability. Harvest would also effectively reduce the quality of habitat on adjacent DNR and Land Trust lands by minimizing the buffer provided by the Project Site.

The proposed acquisition would block with and expand Columbia Land Trust's 236-acre Wind River forest conservation area by 100 acres (Map 1-Project Overview). Old-growth habitat on the site is also immediately adjacent to DNR-owned forestland managed for spotted owl nesting, roosting, and foraging and the two ownerships contribute to each other's function (Map 2-Parcel Map). At the landscape level, the Project Site's location in the DNR-designated Columbia River Spotted Owl Special Emphasis Area (SOSEA) contributes to the SOSEA's goal of providing low-elevation habitat with connectivity to mountain corridors and between otherwise disjunct Oregon and Washington populations of spotted owls (USDOI 1992). If funded, this project would protect a significant portion of the unprotected spotted owl habitat remaining within an existing nest circle (Map 3-Ecology Map), leverage adjacent conservation lands for outsized benefits, and enable the opportunity to manage the property to promote nesting, roosting and foraging habitat where it does not already exist.

*Site history and description:* The target parcel was heavily impacted by the 1902 Yacolt Burn which burned 240,000 acres in Washington and Oregon, including 65 acres of the Project Site. The 35-acres that did not burn contain large, structurally-complex and diverse trees with suitable nest cavities for spotted owls (Photo 1), large standing and downed dead trees, and complex canopy layering. The Gifford Pinchot National Forest vegetation database classifies these stands as 270+ years of age—this dates the stand origin to before the European settlement of the Pacific Northwest, which is a common definition of old growth forest and is a definition DNR uses in implementing the HCP. Many of the trees in these stands also show signs of cultural modification (Photo 2 & 3). These older stands are aggregated in less-fire-prone areas along streams and



riparian corridors and serve the equally important function of protecting tributary and fish bearing streams against thermal pollution—a primary threat to migratory fish along the lower Columbia River.

It is believed that the fire, not logging, is responsible for the approximately 65 acres of Douglas-fir dominated stands designated as spotted owl dispersal habitat on the property (Map 3 – Ecology Map). After the fire, the Douglas-fir likely naturally regenerated leaving a tall, self-thinned, single story canopy that functions as dispersal habitat because it provides flight space for spotted owls beneath the canopy (Photo 4). These stands also provide an excellent opportunity to advance development of spotted owl nesting, roosting, and foraging habitat. With the introduction of light from selective thinning, remaining large and old trees are well-suited to producing epicormic branching and improved owl nesting features. Creation of snags and canopy layering through silvicultural treatments will accelerate growth of additional nesting habitat for northern spotted owls.

#### **OBJECTIVE:**

The objectives for this HCP conservation project are to 1. Conserve the property's existing old growth forest stands (i.e., spotted owl nesting, roosting, and foraging habitat), 2. Ensure landscape-scale habitat function for spotted owls by conserving land within an existing owl nest circle, 3. Block together and provide connectivity to existing Land Trust- and DNR-owned habitat conservation areas, 4. Actively manage 100+ year-old Douglas-fir stands to accelerate development of old-growth features and tree species diversity for spotted owl nesting, roosting, and foraging, and 5. Complete protection of the match property.

The project is ready to move forward quickly once funding becomes available. The landowner is a willing seller and eager to complete the sale. Key steps include hiring a timber cruise and appraisal, completing appraisal review, dividing the existing parcel to legally create the Project Site, developing management plans, and closing the sale. Columbia Land Trust will be responsible for implementing or facilitating each step and has 27 years of experience completing this type of conservation acquisition. We estimate it will take approximately six to 12 months from the time of funding award to close the acquisition—which will permanently protect the site from harvest and achieve the first three objectives.

The fourth objective will require more time. If awarded, Land Trust stewardship staff would develop forest-restoration plans to implement restoration focused thinning and tree planting within a 50-acre restoration emphasis area. Felled trees would be left on site or topped to increase snags and downed wood. Thinned areas would be inter-planted to increase the presence of western red-cedar and western hemlock in the tree canopy. The property has very few weeds and has no known stewardship issues to resolve after initial restoration work is complete. With time, the site's habitat will continue to develop and mature—expanding opportunities for owl nesting, roosting, and foraging. This work would fulfill the fourth project objective.

To complete the final objective, DNR will place a Notice of Federal Participation on the match property to benefit the HCP species in perpetuity. The match property (Map 4-Match Map) contains a host of spotted owl detection locations and is immediately adjacent to a Spotted Owl Special Emphasis Area, or SOSEA, which is an area identified by Washington State as important to its non-federal contribution of habitat for owl recovery. The match property consists of 120- to 155-year-old forest stands that originated after one or more wildfires. It has remained essentially undisturbed since that time. Douglas-fir, western hemlock, western red cedar, Pacific silver fir, and Sitka spruce dominate most of the site. The site provides spotted owl nesting, roosting and foraging habitat as well as dispersal habitat for hunting. The match property has also been identified by The Nature Conservancy as a landscape that is anticipated to exhibit strong resilience to a changing climate.

## EXPECTED RESULTS OR BENEFITS:

Benefits to HCP-covered forest species will result from initial protection and subsequent enhancement of existing habitat resources on the site through selective thinning and planting. See attached Tables 1, 2, 3a, and 3b for summaries of species and ecosystem benefits.

### Federally Listed HCP Species

**Northern Spotted Owl:** Since the northern spotted owl was listed as federally threatened in 1990, its overall population has seen steady and dramatic declines, in part from habitat loss and in part from increased competition with barred owls. Despite efforts to conserve critical habitat on public lands, ongoing habitat loss is considered a primary threat to the species' recovery, and spotted owl habitat on private land is particularly at risk due to economic pressure to manage these lands for timber. The 2011 Revised Recovery Plan for the Northern Spotted Owl "continues to recognize the importance of maintaining and restoring high value habitat for the recovery and long-term survival of the spotted owl" (USFWS 2011). The plan continues by listing three overarching objectives for owl recovery. This project furthers all three but Objectives 2 and 3 in particular:

- "Recovery Objective 2 – Adequate habitat is available for spotted owls and will continue to exist to allow the species to survive without the protection of the ESA."
- "Recovery Objective 3 - The effects of threats have been reduced or eliminated such that spotted owl populations are stable or increasing and spotted owls are unlikely to become threatened again in the foreseeable future."

The proposed project will conserve high quality nesting, roosting, and foraging habitat—including large, old trees with nesting cavities—located within an existing spotted owl nest circle (Map 3 – Ecology Map), and it will ensure the preservation of that habitat against threats into perpetuity—achieving both Objectives. Because it is buffered by the Wind River and steep eroding cliffs to the east (Photo 5), and because it has no road access from the north, south or west, it is largely buffered from the effects of unpermitted entries—strengthening protections against both threats and disturbance.

The site's old-growth forest is also valuable for northern flying squirrels—the spotted owl's preferred prey. Cavities in older trees and downed logs and snags provide abundant nesting and foraging opportunities. The site's relatively undisturbed ground layer is a source of fungi which comprises an important part of the squirrel's diet. These features would all be threatened by commercial logging.

At a larger scale, the Project Site lies within the Columbia Gorge Spotted Owl Special Emphasis Area—a DNR-designated landscape of roughly 75,000 acres along the State's southern border that is managed for owl habitat connectivity and species dispersal across the Columbia River (Map 3 – Ecology Map). The Project Site lies between critical habitat on the Gifford Pinchot National Forest to the north and the Mt. Hood National Forest to the south. It is located within an 18- to 20-mile zone identified in the 1992 Draft Recovery Plan as the only location in which interchange between spotted owl populations in Washington and Oregon is likely to occur (p.46). Logging, development, and urbanization of these lowland forests over time has eliminated suitable nesting habitat in this SOSEA and protection of the project site will preserve important remaining habitat.

The 2011 draft spotted owl critical habitat designation identified the Project Site as essential critical habitat. The final critical habitat rule eventually excluded non-federal lands (Map 3- Ecology Map), but the importance of the site's habitat remains. Acquisition of the Project Site would help fill a small but important gap in a network of protected lands that links large blocks of state and federal ownership managed for spotted owls.

**Gray Wolves** have been advancing south through Washington State since their re-introduction nearly two decades ago. The nearest pack is now approximately 115 miles north of the project site and is connected via

protected state and federal lands. For context, the nearest pack was over 200 miles north just 8 years ago. The Project Site provides winter habitat for wolf prey species such as elk and white-tailed deer through its combination of mature forest cover and connectivity to properties with low-elevation browse. Its relative remoteness and inaccessibility by road mean it provides protection from human interaction. The project will benefit wolves by minimizing human activity and by blocking with a large network of protected lands, creating a landscape where wolves can succeed with minimal human interaction. The site is in a corridor that is likely important for wolves to reach the southern extent of the Cascade Mountains in Washington, so site protection will contribute to the statewide distribution of this formerly-wide ranging species.

### Unlisted HCP Species

19 additional species covered by the HCP could benefit from acquisition and long-term conservation and management of the Project Site. As reflected in the attached Tables 1, 2, 3a, and 3b, the Project Site fills a critical role for other sensitive but not federally listed or USFWS managed species. These include:

**Bald eagles** are covered by the HCP and will benefit from the proposed acquisition through the protection of mature forest stands suitable for perching, roosting, and nesting. Bald eagles are known to use the project area for perching and foraging. The project area's value for bald eagle feeding is particularly high given its location along the Wind River and proximity to the Columbia River, which supports a large salmon fishery and receives wintering waterfowl use. Trees providing perch sites and possible night roost habitat for eagles are found throughout the property. Eliminating the threat of commercial harvest will ensure the preservation of these perch and roosting features. Any silvicultural treatments designed to accelerate forest development on the site will be managed to avoid disturbance to bald eagles or their habitat.

**Cascade Torrent Salamander** utilize cold, perennial streams with a thick, west-side, forested canopy over-story (Hallock and McAllister, 2005). They are most commonly found in shallow, slow flowing aquatic habitats with gravel or rock rubble substrates. The species has been documented near the Project Site (Washington Herp Atlas, 2013) and is likely to utilize the rocky, low-flow but permanent stream located under the Project Site's old-growth forest stands as well as two additional seasonal streams. The species' incubation and larval periods are thought to be very long, so protection from flashy stream systems via the mitigating effects of an intact forest overstory and short drainage catchments should benefit this little-understood species. Cascade Torrent Salamanders would benefit from the proposed project through protection of the site's overstory forest which provides cover and mitigates the effects of storm water runoff surges that could displace eggs and larvae.

**Coastal Tailed Frogs** are an endemic species most commonly found in or near cold, clear, rocky streams under mature forests (Hallock and McAllister, 2005). They have been documented near the Project Site and the site's perennial streams and old-growth forest over-story are well-suited to provide year round habitat. The Project Site's connectivity to protected state and federal forests allows for species dispersal to and from the property. Each of the Coastal Tailed Frog's life stages, including breeding, is adapted for life in moving water—such as the perennial stream on the Project Site. The primary threat to this species is believed to be negative impacts from forest practices, so acquisition of the site and protection of its forested over-story is likely to provide important benefits (Washington Herp Atlas, 2013).

**Coho Salmon, Lower Columbia Chum Salmon, Lower Columbia Chinook Salmon, Cutthroat Trout, and Lower Columbia Steelhead** use the one mile reach of the Wind River on the Project Site as a migration corridor and for juvenile rearing (WA LCSRFWSP 2010). The proposed project would protect a reach that has been ranked A (the highest priority) by the Lower Columbia Fish Recovery Board for conservation because it lies within a larger canyon corridor that hosts 70% of the Wind River's steelhead smolt production (WA LCSRFWSP 2010). Juvenile salmonids hold in the reach for up to two years and build strength before migrating out to the

ocean. Resident cutthroat trout use the reach for all life stages (WA LCSRFWSP 2010). Acquisition of this property will help mitigate against sedimentation and erosion that could follow from timber harvest on the site. Maintaining the intact forest on the Project Site and its contribution of shade and cold, clear water to the Wind River via an unnamed fish-bearing stream will benefit the species by sustaining rearing and foraging habitat. Further, overtime, the trees on the site will fall into the river, contributing needed complex habitat structure for all fish species.

**Fringed Myotis, Long-legged Myotis, Townsend's Big-Eared Bat, Yuma Myotis** are all tree roosting bats that have been documented near the site and would likely use the site for day roosting and foraging (Bat Conservation Plan 2013). These species use caves and lava tubes, which are found on the adjacent Gifford Pinchot National Forest for roosting and hibernating as well as lowland conifer-hardwood forests, among other forest types, for day roosting and foraging (Woodruff and Ferguson 2005). Bats are found more commonly in old-growth forests with larger trees and more prevalent roosting structures. Riparian areas too are thought to be important for foraging and drinking in low elevation westside forests and should remain protected (Ober and Hayes 2008). A primary threat to each species is loss of large-diameter trees and snags due to timber harvest and disturbance by people. Protecting large trees with prevalent cavities on the physically isolated Project Site will provide benefits to bats by maintaining roosting opportunities that are proximate to foraging opportunities above the Wind River.

**Mountain Beaver** are burrowing animals that live in moist forests, ferny slopes, and damp ravines such as those on the Project Site (Link 2005). The species prefers coastal lowlands and coastal mountains and is known throughout Skamania County. Individuals remain close to water because their kidney function is poorly developed requiring them to drink a significant amount of water. Their presence is less commonly documented because of their underground existence. Mountain beaver are herbivores whose diet consists of a range of native Westside forest understory plants. They provide ecosystem benefits as a prey species to larger mammals and birds and because their burrows are commonly used by other small mammals that also function as prey species. Conservation of the Project Site will directly benefit the species which is commonly killed by trapping after timber harvest due to its tendency to dislodge or feed on newly planted trees.

**Northern Goshawks** use old and mature forested habitat such as those on the Project Site for nesting and foraging. Their historic range covers much of the forested portion of the state and individuals have been documented within 15 kilometers of the Project Site—well within the species' home range of 1,400-9,321 acres. Goshawks' diet depends on small mammals and birds that also use forested habitats. Maintaining forest cover and improving prey production by managing for complex forest cover will benefit goshawk foraging on the Project Site.

**Northern Red-Legged Frogs** are found near moving and still water in forested landscapes. The species can disperse over long distances and is not tied to still-water breeding sites (Washington Herp Atlas, 2013). They are commonly found near stream banks under ferny hillsides which are prevalent on the Project Site and adjacent lands, especially in the colder winter season. Breeding habitat for this species may be in short supply on the project site but it has been documented near the site and the site likely provides valuable terrestrial dispersal connectivity. Conservation of the Project Site will ensure its dispersal during the non-breeding terrestrial phase of its life cycle as well as protection from chemical pollution via mechanized logging.

**Pacific Fisher** was determined to be extirpated from Washington State in 1998 but has since been reintroduced in parts of the state and the project site lies within its historic range. The species has a large home range and requires expansive forested habitat with multiple canopy layers and late-successional characteristics at elevations below 1800 meters (Lewis and Stinson, 1998). Key habitat needs include large diameter trees and snags with cavities for den and nest sites. Existing and future habitat on the Project Site will likely benefit this species as it disperses to fill its historic range. The Project Site would be managed to enhance habitat for



spotted owls, including conservation of snags with large cavities, and complex forest layering, which also favors the foraging and sheltering habits of Pacific fisher. Therefore, the proposed site management will promote the species' productivity. Recent releases of Pacific fisher in the southern Cascades in Washington, along with observations of their rapid dispersal from reintroduction sites on the Olympic Peninsula, suggest there is a high likelihood that the Pacific fisher will soon occupy the site.

**Pileated Woodpeckers** are a candidate for state endangered listing in Washington State. The species plays an important role in the function of Westside forested ecosystems by annually excavating nesting and roosting cavities that are used by other birds and small mammals, amphibians, and invertebrates—including some protected by the HCP. Pileated woodpeckers need large old trees and tree branches for nesting and roosting. Acquisition of the project site will benefit the species by protecting old-growth trees and snags in which they excavate, and active snag development by the Land Trust will recruit insects which are the base of the woodpecker's diet.

**Rocky Mountain Elk** are common on the site. The Project Site benefits elk by providing low elevation winter range with easy access to proximate forest clearcuts that provide winter browse and potentially forage as well. Because it is located in a difficult to access location, the Project Site also provides a degree of refuge from human hunting. Animals on the site are believed to be part of the larger Mt. St. Helens herd and their presence is important as a prey species for federally endangered gray wolves. As a refuge for elk, the site also benefits the wolf (see above). Conservation of the site may also benefit the species by protecting the forest overstory which can function as a cover and protection for birthing cow elk.

**Vaux's Swift** is strongly associated with old-growth and mature forests during its breeding season for both nesting and roosting (Lewis and Nordstrom 2005) and the species spends much of its day foraging for insects over forested and aquatic habitats, such as those on the Project Site. Vaux's swift has been documented on the Wind River north of the Project Site and likely benefits from the site's old-growth forests and hollow tree cavities. Acquisition of the site will benefit the species by protecting these important nesting and roosting features. Indeed, as with many species, loss of this old-growth habitat is likely its greatest threat.

### Climate Change

The Spotted Owl Recovery Plan emphasizes the importance of climate change planning for spotted owl recovery: "active, restoration-focused management to address climate change and dynamic ecosystem processes is also necessary in many areas, with the goal of maintaining or restoring forest ecosystem structure, composition and processes so they are sustainable and resilient under current and future climate conditions" (Recovery Plan II-11). Both the project site and the match property are expected to be resilient to the impacts of a warming climate as modeled by The Nature Conservancy's Resilient and Connected Landscapes climate resilience mapping project. Further, Columbia Land Trust's intended management toward a closed canopy forest and shaded protection for tributary streams will help maintain cooler terrestrial and aquatic temperatures for HCP species.

### **APPROACH:**

Columbia Land Trust will execute the acquisition and own the Project Site. Steps to closing include hiring a timber appraisal, completing a yellow book appraisal, completing appraisal review, hiring a survey, and creating the acquisition parcel by dividing the existing Skamania County parcel 03080700010000. Closing is anticipated to take place within approximately six to 12 months of the time of award and would be complete by the end of spring 2018 if Section 6 funding is allocated in 2017. The current property owner is a locally-based, willing seller and is agreeable to the fundraising timeline. Columbia Land Trust will complete and DNR will review the baseline conditions report and monitor for compliance with easement requirements. This project is ready to proceed immediately if funded.



DNR is sponsoring this project, providing land match, and will hold a conservation easement on the Project Site. Both the Project Site and the match property would be encumbered by a Notice of Federal Participation. Table 4 below lists additional project partners.

Columbia Land Trust is committed to managing this property for wildlife habitat for perpetuity. The organization has a professional stewardship department and extensive experience managing forests to facilitate development of old-growth habitat. The stewardship department has a growing \$13,000,000 endowment to ensure the long-term care of lands within the organization's responsibility. The department also has a history of collaborating with conservation partners and will seek guidance from USFWS and other agency wildlife experts in developing management plans. Annual monitoring is a required component of the Land Trust's national accreditation. Because the property is adjacent to an existing Land Trust conservation area, annual monitoring would be included as a part of regular monitoring of the larger area.

If successful with initial conservation, the Land Trust would work with partners to fund habitat enhancement within the first three years of acquisition. As discussed above, this restoration would entail development of more heterogeneous stand structures in currently Douglas-fir dominated stands through selective fall-and-leave, variable-density thinning and snag creation.

#### LOCATION:

The project area is located in the Wind River watershed in the southern Cascade Mountains of Washington State, approximately 1.25 miles NW of the town of Carson in Skamania County. The Project property encompasses all land south and west of the Wind River in Parcel 03080700010000 in Section 7 of Township 3 North, Range 8 East (Map 2-Parcel Map), and approximately four river miles from the mouth of the Wind River at the Columbia River. The Wind River is a critical source of cold, clean water to the Lower Columbia River system and the Bonneville pool.

**Table A: Target Parcels**

Acquisition Priority	Parcel Name and/or Number	Township, Range, Section	Acres	Estimated Cost	Federal \$ Requested (Estimated Cost minus Cost Share)
1	Birkenfeld parcel 03080700010000	T3N, R8E, S7	100	\$910,000	\$910,000

The match property is located approximately 106 miles north of the Project Site and is portions of Sections 3, 4, 5, 8, 9, 10, 15 and 16 in Township 20 North, Range 8 East, Section 33, Township 21 North, Range 8 East.

#### ESTIMATED COST:

The total budget for this project is \$2,200,000. \$1,000,000 is requested from the federal Section 6 program. The \$1,200,000 non-federal land match value comes from a DNR property managed for spotted owl habitat and is equivalent to 55% percent of the project total. \$910,000 of requested federal funds (91%) would be allocated to land acquisition. \$90,000 of requested federal funds (9%) would be allocated to transaction costs including appraisal, legal costs, closing costs, documentation, and staff time. See Attachment 1 - Budget Spreadsheet and Attachment 2 - Budget Narrative for more detail. The acquisition budget estimate is based on a professional timber cruise contracted by Columbia Land Trust and the land owner in fall of 2016 that reflected an anticipated net timber value of \$850,000 and a \$600 per acre base timberland value.

Partial funding of the project would not achieve intended species protection. The land owner is seeking to capture full value from the land and intends to sell the property or harvest the timber if a sale is not possible. If partial funding was allocated, the Land Trust would accept the funding but the timeline for acquisition would be delayed because of the need to identify and seek additional sources of funding to achieve the sale price.

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Table 1. Species data (add lines to accommodate all covered species).

Common Name	Scientific Name	Federal Status	State Status
Bald eagle	<i>Haliaeetus leucocephalus</i>	FSC	SS
Cascade Torrent Salamander	<i>Rhyacotriton cascadae</i>		SC
Coastal tailed frog	<i>Ascaphus truei</i>		State Monitored
Coho Salmon	<i>Oncorhynchus kisutch</i>	FT	
Columbia River Chum Salmon	<i>Oncorhynchus keta</i>	FT	SC
Cutthroat trout	<i>Onchorhynchus clarki</i>		
Fringed myotis	<i>Myotis thysanodes</i>		State Monitored
Gray Wolf	<i>Canis lupus lupus</i>	FE	SE
Long-legged myotis	<i>Myotis volans</i>		State Monitored
Lower Columbia River Chinook Salmon (Spring)	<i>Oncorhynchus tshawytscha</i>	FT	SC
Lower Columbia River Chinook Salmon (Fall)	<i>Oncorhynchus tshawytscha</i>	FT	SC
Lower Columbia River Steelhead (Summer)	<i>Oncorhynchus mykiss</i>	FT	SC
Lower Columbia River Steelhead (Winter)	<i>Oncorhynchus mykiss</i>	FT	SC
Mountain beaver	<i>Aplodontia rufa</i>		SC
Northern goshawk	<i>Accipiter gentilis</i>		SC
Northern red-legged frog	<i>Rana aurora</i>		
Northern spotted owl	<i>Strix occidentalis caurina</i>	FE	SE
Pacific Fisher	<i>Martes pennanti</i>	FSC	SE
Pileated woodpecker	<i>Hylatomus pileatus</i>		SC
Rocky mountain elk	<i>Cervus elaphus nelsoni</i>		
Townsend's big-eared bat	<i>Plecotus townsendii</i>	FSC	SC
Vaux's swift	<i>Chaetura vauxi</i>		SC
Yuma myotis	<i>Myotis yumanensis</i>		

**Bold font = federally listed**

**Table 2. Species use of the property.**

Common Name	Species use of the property
Bald eagle	<i>Species present. Project Site provides nesting, perching and foraging habitat including tall trees and snags adjacent to a major fish bearing river. (see pg. 5 of the proposal)</i>
Cascade torrent salamander	<i>Species may be present. Project Site provides suitable habitat for all life stages including breeding. Individuals have been documented in close proximity to the site. (see pg. 5 of the proposal)</i>
Coastal tailed frog	<i>Species may be present. Individuals have been documented in close proximity to the site. The Project Site provides suitable habitat for all life stages including breeding. (see pg. 6 of the proposal)</i>
Coho salmon	<i>Species present. Project Site provides a migration corridor as well as breeding and juvenile rearing habitat. (see pg. 6 of the proposal)</i>
Columbia River chum salmon	<i>Species present. Project Site provides a migration corridor as well as breeding and juvenile rearing habitat. (see pg. 6 of the proposal)</i>
Cutthroat trout	<i>Species present. Project Site provides habitat for all life stages (see pg. 6 of the proposal)</i>
Fringed myotis	<i>Species is likely to be present. Individuals have been documented in close proximity to the Project Site and may use the site's old-growth trees for roosting and the Wind River for hunting. (see pg. 6 of the proposal)</i>
Gray Wolf	<i>Species has potential to use the Project Site. The site provides suitable habitat, connectivity via protected State and federal lands and hosts key prey species such as white-tailed deer and elk. (see pg. 5 of the proposal)</i>
Long-legged myotis	<i>Species is likely to be present. Individuals have been documented in close proximity to the Project Site and may use the site's old-growth trees for roosting and the Wind River for hunting. (see pg. 6 of the proposal)</i>
Lower Columbia Chinook salmon (fall)	<i>Species present. Project Site provides a migration corridor as well as breeding and juvenile rearing habitat. (see pg. 6 of the proposal)</i>
Lower Columbia Chinook salmon (spring)	<i>Species present. Project Site provides a migration corridor as well as breeding and juvenile rearing habitat. (see pg. 6 of the proposal)</i>
Lower Columbia Steelhead (summer)	<i>Species present. Project Site provides spawning habitat and essential protected rearing habitat (see pg. 6 of the proposal)</i>
Lower Columbia Steelhead (winter)	<i>Species present. Project Site provides spawning habitat and essential protected rearing habitat (see pg. 6 of the proposal)</i>
Mountain beaver	<i>Species is likely present. Project Site provides abundant burrowing and foraging habitat. (see pg. 7 of the proposal)</i>
Northern goshawk	<i>Species present. Project Site provides nesting and foraging habitat including old and mature forest and habitat for prey species. (see pg. 7 of the proposal)</i>
Northern red-legged frog	<i>Species may be present. Project Site provides suitable non-breeding terrestrial habitat, a dispersal corridor, and protection from the threat of chemical pollution. (see pg. 7 of the proposal)</i>
Northern spotted owl	<i>Species is likely present. Project Site is within an existing nest circle; provides nesting, roosting and foraging habitat; and connects to additional protected and designated critical habitat. (see pg. 4 of the proposal)</i>
Pacific Fisher	<i>Species not known to be present. Project Site provides suitable denning and hunting habitat, and due to reintroduction efforts in the vicinity and proximity to adjacent protected lands, it is likely individuals could use the site. (see pg. 7 of the proposal)</i>
Pileated woodpecker	<i>Species present. Project Site provides nesting and foraging habitat. (see pg. 8 of the proposal)</i>
Rocky mountain elk	<i>Species present. Individuals have been documented on the Project Site which provides refuge and access to browse and forage on accessible industrial timber lands (see pg. 8 of the proposal)</i>
Townsend's big-eared bat	<i>Species is likely to be present. Individuals have been documented in close proximity to the Project Site and may use the site's old-growth trees for roosting and the Wind River for hunting. (see pg. 6 of the proposal)</i>
Vaux's swift	<i>Species likely present. Individuals have been documented in close proximity to the Project Site and likely roost in and forage near the site's old-growth trees and water. (see pg. 8 of the proposal)</i>
Yuma myotis	<i>Species is likely to be present. Individuals have been documented in close proximity to the Project Site and may use the site's old-growth trees for roosting and the Wind River for hunting. (see pg. 6 of the proposal)</i>



### Attachment 3a. Ecosystem benefits

Common Name	Value of the project area (None, Some/Most, All)	Justification
Bald eagle	All	All habitat features are in tact and naturally functioning; see pg. 5 of the proposal
Cascade torrent salamander	All	All habitat features are in tact and naturally functioning; see pg. 5 of the proposal
Coastal tailed frog	All	All habitat features are in tact and naturally functioning; see pg. 6 of the proposal
Coho salmon	Most	Most habitat features are in tact and naturally functioning, except for marine environment; see pg. 6 of the proposal
Columbia River chum salmon	Most	Most habitat features are in tact and naturally functioning, except for marine environment; see pg. 6 of the proposal
Cutthroat trout	All	All habitat features are in tact and naturally functioning; see pg. 6 of the proposal
Fringed myotis	All	All habitat features are in tact and naturally functioning; see pg. 6 of the proposal
Gray Wolf	Most	Most habitat features are in tact and naturally functioning, except for large home range; see pg. 5 of the proposal
Long-legged myotis	All	All habitat features are in tact and naturally functioning; see pg. 6 of the proposal
Lower Columbia Chinook salmon (fall)	Most	Most habitat features are in tact and naturally functioning, except for marine environment; see pg. 6 of the proposal
Lower Columbia Chinook salmon (spring)	Most	Most habitat features are in tact and naturally functioning, except for marine environment; see pg. 6 of the proposal
Lower Columbia Steelhead (summer)	Most	Most habitat features are in tact and naturally functioning, except for marine environment; see pg. 6 of the proposal
Lower Columbia Steelhead (winter)	Most	Most habitat features are in tact and naturally functioning, except for marine environment; see pg. 6 of the proposal
Mountain beaver	All	All habitat features are in tact and naturally functioning; see pg. 7 of the proposal
Northern goshawk	All	All habitat features are in tact and naturally functioning; see pg. 7 of the proposal
Northern red-legged frog	Some	Most habitat features are in tact and naturally functioning, except for deep, still water breeding habitat; see pg. 7 of the proposal
Northern spotted owl	All	All habitat features are in tact and naturally functioning; see pg. 4 of the proposal
Pacific Fisher	All	All habitat features are in tact and naturally functioning; see pg. 7 of the proposal
Pileated woodpecker	All	All habitat features are in tact and naturally functioning; see pg. 7 of the proposal
Rocky mountain elk	Most	Most habitat features are in tact and naturally functioning, except for summer browse and large home range; see pg. 8 of the proposal
Townsend's big-eared bat	All	All habitat features are in tact and naturally functioning; see pg. 6 of the proposal
Vaux's swift	All	All habitat features are in tact and naturally functioning; see pg. 8 of the proposal
Yuma myotis	All	All habitat features are in tact and naturally functioning; see pg. 6 of the proposal



**Table 3b. Benefits to covered species and quality of project area.**

Common Name	Benefits to the species (Major, Minor)	Justification
Bald eagle	Minor	
Cascade torrent salamander	Minor	
Coastal tailed frog	Minor	
Coho salmon	Minor	
Columbia River chum salmon	Minor	
Cutthroat trout	Minor	
Fringed myotis	Minor	
Gray Wolf	Minor	
Long-legged myotis	Minor	
Lower Columbia Chinook salmon (fall)	Minor	
Lower Columbia Chinook salmon (spring)	Minor	
Lower Columbia Steelhead (summer)	Minor	
Lower Columbia Steelhead (winter)	Minor	
Mountain beaver	Minor	
Northern goshawk	Minor	
Northern red-legged frog	Minor	
Northern spotted owl	Major	The owl nest circle was documented in 2015. A conservative assumption that they still occupy the site as well as the owl's continuing decline justifies a major benefit.
Pacific Fisher	Minor	
Pileated woodpecker	Minor	
Rocky mountain elk	Minor	
Townsend's big-eared bat	Minor	
Vaux's swift	Minor	
Yuma myotis	Minor	

**Table 4. Partner identification and contribution**

Stakeholder / Partner Name	Role	Contribution (cash or in-kind)
Columbia Land Trust	Final land owner; responsible for planning and implementing acquisition and restoration; responsible for annual monitoring and paying taxes as a good neighbor gesture to Skamania County	\$37,900 cash for initial and ongoing stewardship work; partners with DNR in providing species protections
USFS	Neighboring land owner; provides adjacent Spotted Owl Critical Habitat	Provided vegetation data and species occurrence data; cooperative partner in providing species protections
Washington Department of Fish and Wildlife	Monitors species presence and provides management information and recommendations; partner in species reintroduction and conservation efforts	Provides species presence information and recommendations for management
Underwood Conservation District	Completes monitoring work on aquatic resources	Provides data for partners to assess habitat use and needs
Lower Columbia Fish Recovery Board	Identify and prioritize conservation and restoration needs in the Wind River basin	Provides data for partners to assess habitat use and needs for aquatic species
Clark-Skamania Flyfishers	Public outreach	Provide conservation and recreation education