

Ford Conservation Easement

Application Material	Form Type	Completed
Due to SRSRB office 4/30/2009		
Pre-Application	Application Form	☒
<i>Pre-Application Attachments (Maps & Design Drawings)</i>	Attachment	☒
<i>Conservation Easement Prequalification</i>	Attachment	☒
Due to SRFB office 6/2/2009		
Draft Application	Application Form	☒
<i>Draft Application Attachments</i>		
<i>Draft Application Budget Template</i>	Application Template	☒
<i>Draft Application Project Proposal Guide</i>	Application Template	☒
<i>Vicinity Map</i>	Attachment	☒
<i>Site Map</i>	Attachment	☒
<i>Landowner Acknowledgment Form</i>	Form	☒
Due to the Conservation District where the project is to be conducted on 7/31/2009		
Final Application	Application Form	☐
<i>Final Application Attachments</i>		
<i>Budget Template</i>	Application Template	☐
<i>Project Proposal Guide</i>	Application Template	☐
<i>Vicinity Map</i>	Attachment	☐
<i>Site Map</i>	Attachment	☐
<i>Landowner Agreement Form</i>	Form	☐
<i>Project Proposal Goals & Objectives</i>	Application Template	☐

FILE NAME INSTRUCTIONS:

When naming your electronic files for submission please use the following format.

Full Project Name – Grant Round – Document Type

- Examples:
- 1.) Upper Touchet River Assess Design Restor Project - Application
 - 2.) Upper Touchet River Assess Design Restor Project - Map
 - 3.) Upper Touchet River Assess Design Restor Project - Photo

SRFB Application Information	
☒ Draft Date Submitted to SRSRB 6/2/2009	☐ Final Date Submitted to Conservation District
Project Name: Ford Easement	
Project Type: (check one) ☒ Acquisition (For Easement prequalification worksheet go to: www.snakeriverboard.org/leadentity/Rnd10/EasePreQual.doc ☐ Non-Capital ☐ Upland ☐ In-Stream ☐ Riparian ☐ Passage, Diversion, Barrier Inventory/Design	
Applicant / Organization Information	
Organization Name: Inland Empire Action Coalition Organization Type (check one) ☐ City/Town ☐ Native American Tribe ☐ Special Purpose District ☐ County ☒ Non-profit Organization ☐ State Agency ☐ Conservation District ☐ RFEG Address: 8979 Mill Creek Road City/Town: Walla Walla State: WA Zip: 99362 Telephone # (509) 520-1917 FAX # () - Internet e-mail address: info@ieaconline.org Website URL: www.ieaconline.org	
Project Contact Information (Complete for each contact) For additional Contact Info Sheets go to: www.snakeriverboard.org/leadentity/Rnd10/Contact.doc	
☒ Mrs. ☐ Ms. First Name: Gerald Last Name: Anhorn Address: 8979 Mill Creek Road City/Town: Walla Walla State: WA Zip: 99362 Telephone # (509) 520-1917 FAX # () - Internet e-mail address: info@ieaconline.org Website URL: www.ieaconline.org	

Worksite Location Data (if you are proposing working on more than one work site include following information for each site) 1 Number of Worksites 1 Number of Landowners For additional worksheets go to: www.snakeriverboard.org/leadentity/Rnd10/Worksite.doc
What are the geographic coordinates of the work site(s) (in degrees, minutes, and seconds)? [If you do not have them, you may leave this question blank.]
What is the township/range/section of the work site(s)? Sec 4 9N 36 E
In what county(s) is the work site(s) located? In what city, if applicable? Walla Walla
In what Water Resource Inventory Area(s) (WRIA) is the work site located? (Provide WRIA name and WRIA number.) 32
Is the work site on a stream and/or other water body? If yes, name the stream and/or water body. If the stream is a tributary of a larger stream, also name the larger stream. If you know the river mile, list it here. ☐ No ☒ Yes Touchet River, tributary of the Walla Walla River
Is the work site(s) located within a park, wildlife refuge, natural area preserve, or other recreation or habitat site? If yes, name the area. ☒ No ☐ Yes
Driving Directions (provide directions that will enable staff to locate the project): From Prescott, WA head south on Brown Road until you reach the Touchet River. The project is located west of Brown Road.
Provide a project vicinity map and for work sites along with project site maps for each work site. Maps should be provided in PDF format. Attached
Landowner Acknowledgment Forms (Remember to complete the Landowner Acknowledgement form for each Landowner.)
To complete this section download the landowner acknowledgment form and have the landowner complete the form and submit a copy with the draft application. These forms can be found on the SRSRB web site at: http://www.snakeriverboard.org/leadentity/Rnd10/Acknowledgement.doc
1 Number of Landowner Acknowledgment Forms Attached.

Evidence that this project is part of the Snake River Salmon Plan

List the HWS project number and title as it is stated in the 3 Year Work Plan. If your project is not directly stated in the 3 Year Work plan list the conceptual project category your project pertains to and describe the correlation.

Project accomplishes HWS #32-00304, Conserve riparian habitats, of the 3 year plan by permanently protecting a large tract (both sides of river) of riparian habitat in the Touchet River Msa. Project will provide permanent protection to buffers and forever remove human disturbance and housing development from the riparian zone.

Short Description of Project

Describe project, what will be done, and what the anticipated benefits
Will be in 1500 characters or less.

NOTE: Many audiences, including the SRFB, SRFB's Technical Review Panel, media, legislators, and the public who may inquire about your project use this description. Provide as clear, succinct, and descriptive an overview of your project as possible – many will read these 1-2 paragraphs!

The description should state what is proposed. Identify the specific problems that will be addressed by this project, and why it is important to do at this time. Describe how, and to what extent, the project will protect, restore, or address salmon habitat. Describe the general location, geographic scope, and targeted species/stock. This short description should be the summary of the detailed proposal set out under the Evaluation Proposal, with particular emphasis on questions 1-4.

The database limits this space to 1500 characters (including spaces); any excess text will be deleted.

This project will implement a permanent conservation easement on approximately 140 acres of riparian land near the Touchet River immediately south of Prescott, WA. The easement averages approximately 300 feet on both sides for roughly 3.5 streambank miles.

Restrictions on the entire easement include: no buildings, structures, or roads of any kind, no timber harvest, no disturbance of the river other than for habitat projects, and area must be kept in natural habitat condition. These restrictions will ensure the existing buffers on the site stay in place forever.

In addition, farming and grazing are prohibited on the entire easement, except for the 18.5 acre donated farmable associated upland, shown on the included map.

The easement consists of 140 acres total of which 22 acres are donated (18.5 of the 22 donated acres are farmable associated uplands and 3.5 acres are non-farmable associated uplands).

Summary of Funding Request and Match Contribution Remember to update this section whenever changes are made to your cost estimates.	
TOTAL PROJECT COST (A + B) (Sponsor Match & SRFB Contribution) \$427,520.00	
A. Sponsor Match Contribution (15% minimum is required for match)	
Appropriation/Cash	
Bonds – Council	
Bonds – Voter	
Cash Donations	
Conservation Futures	
Donations	
Donated Equipment	
Donated Labor	\$7,500.00
Donated Land	\$55,000.00
Donated Materials	\$2,000.00
Donated Property Interest	
Force Account	
Force Acct – Equipment	
Force Acct – Labor	
Force Acct – Material	
Grants	
Grant – Federal	
Grant – Local	
Grant – Private	
Grant – State	
Grant – IAC	
Grant – Other	
Total Sponsor Match Contribution (15% Minimum Match Required of a total Project Cost)	\$64,500.00
B. SRFB Contribution (grant request) \$5,000 Minimum Request	\$363,020.00
Note: *Be sure to identify the name and type of any matching grant in the Application Questionnaire Section. *The Total Project Cost must equal the totals from the following Cost Estimate Sections.	

Project Proposal Cost Estimate Template	
To complete this section complete the budget template that pertains to your project type and check the appropriate attachments box below.	
	Attached
1) Assessments www.snakeriverboard.org/leadentity/Rnd10/AssessmentsBudget.doc	☐
2) Property Acquisition www.snakeriverboard.org/leadentity/Rnd10/PropAcqBud.doc	☒
3) In-stream Restoration www.snakeriverboard.org/leadentity/Rnd10/InstrRestorBud.doc	☐
4) Diversion and Screen www.snakeriverboard.org/leadentity/Rnd10/DivNScreenBud.doc	☐
5) Barrier Inventory or Fish Passage Design www.snakeriverboard.org/leadentity/Rnd10/BarrInven-DesignFishPassBud.doc	☐
6) Riparian www.snakeriverboard.org/leadentity/Rnd10/RiparianBud.doc	☐

Project Proposal Guides	
To complete this section complete the Project Proposal template that fits your proposed project and attach as a separate document check appropriate box below. The below documents can be found at http://www.rco.wa.gov/srfb/docs.htm	
	Attached
1) Restoration and Acquisition Project (Excluding Fish Passage) www.snakeriverboard.org/leadentity/Rnd10/ScopeofWorkCapital.doc	☒
2) Fish Passage and Fish Passage Combination Projects www.snakeriverboard.org/leadentity/Rnd10/ScopeofWorkFishPassage.doc	☐
3) Barrier Inventory Projects www.snakeriverboard.org/leadentity/Rnd10/ScopeofWorkBarrierInventory.doc	☐
4) Non-Capital Projects (Excluding Barrier Inventory Projects) www.snakeriverboard.org/leadentity/Rnd10/ScopeofWorkNonCapital.doc	☐



Draft Application Due Date: June 2, 2009
Final Application Due Date: July 31, 2009

PROJECT PROPOSAL – RESTORATION, ACQUISITION, AND COMBINATION RESTORATION/ACQUISITION PROJECTS

INSTRUCTIONS: Salmon Recovery Funding Board applicants must respond to the following items. Please respond to each question individually -- do not summarize your answers collectively in essay format). Local citizen and technical advisory groups will use this information to evaluate your project. Contact your lead entity for additional information that may be required. Limit your response to eight pages.

Submit information via the PRISM attachment process. Application checklists and attachment forms may be downloaded off the SRFB Web site at <http://www.rco.wa.gov/srfb/docs.htm>.

NOTE: Acquisition, Combination, Fish Passage, and Diversions and Screening projects have supplemental questions embedded within this worksheet. Please answer the questions below and all pertinent supplemental questions.

1) PROJECT OVERVIEW

Explain your project overall and include the following elements:

- a) List your primary project objectives, such as how this project will improve or maintain habitat conditions and habitat forming processes.

The objective of this project is to permanently protect a large tract of wide, diverse, native riparian buffer from development, farming, grazing, or future human impact.

- b) State the nature, source, and extent of the problem that the project will address, including the primary causes of the problem, not just the symptoms. Explain how achieving the project objectives will help solve the problem. (Fish Passage projects and Diversions and Screening projects should refer to the supplemental questions later in this worksheet for further guidance on information to include in their problem statement.)

Housing encroachment, development, and human disturbance of the stream are possibly the largest threat to long term fish production in the watershed today. This project permanently removes that threat from the project area and protects the already-installed, wide, native, diverse riparian buffers forever.

- c) Describe the fish resources (species and life history stages present, unique populations), the habitat conditions, and other current and historic factors important to understanding this project. Be specific--avoid general statements. Which salmonid species and life cycle stage(s) are targeted to benefit by this project?

Project is located in a MSA on the Touchet River, a tributary of the Walla Walla River. Riparian buffers have been installed on the site and are growing well.

- d) Discuss how this project fits within your regional recovery plan or local lead entity strategy (i.e., does the project address a priority action, occur in a priority area, or target priority fish species?).

Project accomplishes HWS #32-00304, Conserve riparian habitats, of the 3 year plan by permanently protecting a large tract (both sides of river) of riparian habitat in the Touchet River Msa. Project will provide permanent protection to buffers and forever remove human disturbance and housing development from the riparian zone.

- e) Has any part of this project been previously reviewed and/or funded by the Salmon Recovery Funding Board? If yes, please provide the project name and SRFB project number (or year of application if a project number is not available). If the project was later withdrawn for funding consideration or was not awarded SRFB funding, please describe how the current proposal differs from the original.

This project was submitted last year and was withdrawn because the easement boundaries were incorrect and the landowner wished to withdraw it until the boundaries were finalized. This proposal has the correct easement boundaries. The only other change is that there are 18.5 acres of donated associated farmable uplands in this proposal and 3.5 acres of donated non-farmable associated uplands (please see project map).

2) PROJECT DESIGN

- a) Describe the location of the project in the watershed, including the name of the water body(ies), upper and lower extent of the project (if only a portion of the watershed is targeted), and whether the project occurs in the nearshore, estuary, main stem, tributary, off channel, or other location.

Project is located on the Touchet River, a tributary of the Walla Walla River, directly south of Prescott, WA (please see vicinity map).

- b) Describe the project design and how it will be implemented. Describe the extent of the project. Describe specific restoration methods and design elements you plan to employ. If restoration will occur in phases, explain individual sequencing steps, and which of these steps is included in this application. (Acquisition-only projects need not respond to this question.)

The project is approximately 140 acres and includes a riparian buffer averaging approximately 300 feet wide on Both sides of the Touchet River (please see project map). The project will use the same methods used successfully on past Salmon Recovery Funding Board funded conservation easements.

- c) Describe the scale and size of the project or property(s) to be acquired, and its proximity to protected, functioning, or restored habitats. (Fish Passage only projects and Diversions and Screening only projects [i.e., not a combination] need not respond to this question.)

This project will implement a permanent conservation easement on approximately 140 acres of riparian land near the Touchet River immediately south of Prescott, WA. The easement averages approximately 300 feet on both sides for roughly 3.5 streambank miles. The easement consists of 140 acres total of which 22 acres are donated (18.5 of the 22 donated acres are farmable associated uplands and 3.5 acres are non-farmable associated uplands).

Restrictions on the entire easement include: no buildings, structures, or roads of any kind, no timber harvest, no disturbance of the river other than for habitat projects, and area must be kept in natural habitat condition. These restrictions will ensure the existing buffers on the site stay in place forever.

In addition, farming and grazing are prohibited on the entire easement, except for the 18.5 acre donated farmable associated upland, shown on the project map.

- d) Describe the long-term stewardship and maintenance obligations for the project or acquired land. For acquisition and combination projects, identify any planned use of the property, including upland areas.

The permanent conservation easements will ensure the site stays in habitat forever. In addition, the following items that we use in all our easements will ensure the easement is monitored, maintained, and enforced (please visit <http://www.ieaconline.org/easement.htm> for specific photos, etc. of these items):

- Complete a thorough baseline inventory which documents the conditions at the time of closing. The inventory provides a critical benchmark that can be used in the future to monitor and enforce the easement.
- Create permanent, gps-located photo points that are monitored yearly
- Establish a permanent stewardship endowment where the funds can be only used for monitoring, maintenance, and enforcement of the easement
- Create a site management plan that goes beyond land trust alliance standards and identifies how and when communication with the landowner will take place, what monitoring is done and when, what happens if a violation is discovered, etc.
- Ensure that the easement is recorded on the deed and thus is transferrable to any other landowner if the property is sold
- Establish permanent boundary markers so that future landowners can easily see the boundary. These markers are in addition to the legal survey that is recorded with the County
- Complete an assignment of rights where the State of Washington co-holds the easement

3) PROJECT DEVELOPMENT

- a) List the individuals and methods used to identify the project and its location.

Project was identified via IEAC seeking to implement the best available projects in the highest priority areas.

- b) Explain how the project's cost estimates were determined.

Costs were based on previous conservation easement projects and appraisals for similar projects in the area.

- c) Describe other approaches, opportunities, and design alternatives that were considered to achieve the project's objectives.

This was determined to be the best approach because it is pretty difficult to beat permanent protection with full restrictions to housing development, timber harvest, roads or structures of any kind, farming or grazing in the riparian zone, human disturbance to the stream, etc.

- d) Describe the consequences of not conducting this project at this time. Consider the current level and imminence of risk to habitat in your discussion.

There is great potential for housing development, human disturbance to the stream, and loss of riparian habitat in the future if this project is not done. This project ensures that a large and important piece of intact riparian habitat stays in place forever.

- e) Describe any concerns about the project raised from the community, recreational user groups, or adjacent land owners, and how you addressed them.

No concerns have been raised as this project keeps ownership of the land with the private landowner while protecting the habitat forever from development and human disturbance.

- f) Include a Partner Contribution Form, when required, from each partner outlining its role and contribution to the project. This form may be downloaded off the SRFB Web site. State agencies are required to have a local partner that is independently eligible to be a project sponsor. A Partner Contribution Form is also required from partners providing third-party match.

See attached

- g) List all landowner names. Include a signed Landowner Acknowledgement Form (available on the SRFB Web site) from each landowner acknowledging their property is proposed for SRFB funding consideration. If a restoration project covers a large area and encompasses numerous properties, Landowner Acknowledgement Forms are not required. For sponsors proposing work on their own property, this form is not required. For multi-site acquisition projects involving a relatively large group of landowners, include, at a minimum, signed Landowner Acknowledgement Forms for all known priority parcels.

Allen Ford

- h) Describe your experience managing this type of project. List the names, qualifications, roles, and responsibilities for all known staff, consultants, and subcontractors who will be implementing the project. If unknown, describe the selection process.

IEAC staff will complete the project and we have successfully completed several similar projects.

4) TASKS AND SCHEDULE

List and describe the major tasks and time schedule you will use to complete the project.

1. Baseline inventory – March 2010
2. Survey – June 2010
3. Conservation easement document development – Nov. 2010
4. Stewardship plan development – Dec. 2010
5. Appraisal – Jan 2011
6. Snake River Board Review – March 2011
7. Closing – June 2011
8. Monitoring – ongoing

4) CONSTRAINTS AND UNCERTAINTIES

Each project should include an adaptive management approach that provides for contingency planning. State any constraints, uncertainties, possible problems, delays, or unanticipated expenses that may hinder completion of the project. Explain how you will address these issues as they arise and their likely impact on the project.

None expected as this project is very similar to other easement projects in the area and doesn't have any unusual complexities.

Supplemental Questions

5) PROJECTS INVOLVING ACQUISITIONS (Applies to both Acquisition-only and Combination Projects)– Answer the following questions

- a) Describe the type of acquisition proposed (e.g., fee title, conservation easement).

Conservation easement

- b) Describe the habitat types on site (forested riparian/floodplain, wetlands, tributary, main stem, off-channel, bluff-backed beach, barrier beach, open coastal inlet, estuarine delta, pocket estuary, uplands, etc.), their size in acres, and quality. If uplands are included, explain why they are essential for protecting salmonid habitat. Describe any features that make the site unique.

Forested riparian

- c) State the percentage of the total project area that is intact and fully functioning habitat.

95%

- d) Explain the degree to which habitat on site is impaired and the nature and extent of required restoration. If the property is in the channel migration zone, is that function intact (i.e., do existing levees, riprap, infrastructure, or other features on this or nearby properties inhibit channel migration)? Describe the likely prioritization, timeframe, and funding sources for proposed restoration activities.

Existing Riparian Buffer. Some planting of willows and cottonwood will be done in the few areas where it is lacking.

- e) List existing structures (home, barn, outbuildings, fence) on the property and any proposed modifications. Note: In general, buildings on SRFB-assisted acquisitions must be removed. Refer to Section 2 of SRFB Manual 18 for information about ineligible project elements.

None

- f) Describe adjacent land uses (upstream, downstream, across stream, upland).

Dryland wheat farming

- g) Describe why acquisition is needed. Explain why federal, state, and local regulations do not provide enough protection. State the zoning and Shoreline Master Plan designation.

The very narrow critical areas ordinance does not protect the wide riparian zone that is needed for natural functioning processes to occur.

- h) If buying the land, explain why the acquisition of conservation easements to extinguish certain development, timber, agricultural, mineral, or water rights will not achieve the goals and objectives of the project.

N/A

- i) For multi-site acquisition projects, identify all the possible parcels that will provide similar benefits and certainty of success and provide a clear description of how parcels will be prioritized and how priority parcels will be pursued for acquisition.

N/A

Property Acquisition Cost Estimate

ACQUISITION includes the purchase of land in fee title, or lesser interests such as conservation easements or other property rights. Conservation easements must be in perpetuity. The acquisition policy is set out in Manual #3, located on IAC Web Page <http://www.iac.wa.gov/srfb/docs.htm>

	Property	Property	Property	Total Properties
Property Name	Ford			Leave shaded areas blank
Date to be Acquired	June 2011			
Acreage to be Acquired	140			
VALUE DETERMINATION TYPE (Check one for each property)				
Appraised/reviewed value	☒	☐	☐	
Estimate of value	☐	☐	☐	
Letter of opinion	☐	☐	☐	
PURCHASE TYPE (Check one for each property)				
Fee ownership (land /improvements)	☐	☐	☐	
Less than fee ownership	☒	☐	☐	
ACQUISITION COST ITEMS (Complete all that apply)				
Applicable taxes	6250			
Appraisal and review	15,000			
Baseline inventory	5000			
Closing	400			
Demolition				
Easement – access				
Easement – conservation	350,000			
Easement – other				
Easement – trail				
Fencing				
Hazardous substances assessment				
Improvements & structures	6000			
Land				
Noxious weed control	8000			
Recording fees	120			
Relocation				
Rights – agriculture				
Rights – development				
Rights – mineral				
Rights – other				
Rights – timber				



Draft Application Due Date: June 2, 2009
Final Application Due Date: July 31, 2009

Rights – water				
Signing	1000			
Survey	14,500			
Title reports/ insurance	900			
Wetland delineation				
Column Sub-Total	407170			
Admin Costs (5% of Sub-Total)		20,350		
TOTAL ACQUISITION COSTS	427,520			

PROJECT PARTNER CONTRIBUTION FORM

Project Partner: Albert Land LLC

Partner Address: 5378 Brown Road, Prescott, WA

Contact Person

☒ Mr. ☐ Ms. Title

First Name: Allen

Last Name: Ford

Mailing Address: PO Box 112 Prescott, Wa. 99348

E-Mail Address:

Description of contribution to project: Donated Land

Estimated value to be contributed: \$ 55,000


Partner's signature

5-31-09
Date

Project Applicant Information

Project Name: Ford Easement

Project Applicant Contact Information:

☒ Mr. ☐ Ms. Title

First Name: Gerald

Last Name: Anhorn

Mailing Address: 8979 Mill Creek Road, Walla Walla, WA 99362

E-Mail Address:

Lead Entity Organization: Snake River Funding Board

PROJECT PARTNER CONTRIBUTION FORM

Project Partner: Inland Empire Action Coalition

Partner Address: 8979 Mill Creek Road, Walla Walla, WA 99362

Contact Person

☒ Mr. ☐ Ms. Title

First Name: Gerald

Last Name: Anhorn

Mailing Address: 8979 Mill Creek Road, Walla Walla, WA 99362

E-Mail Address:

Description of contribution to project: Donated Labor and Materials for tree planting and maintenance

Estimated value to be contributed: \$ 9500

Gerald J. Anhorn President
Partner's signature

5/31/09
Date

Project Applicant Information

Project Name: Ford Easement

Project Applicant Contact Information:

☒ Mr. ☐ Ms. Title

First Name: Gerald

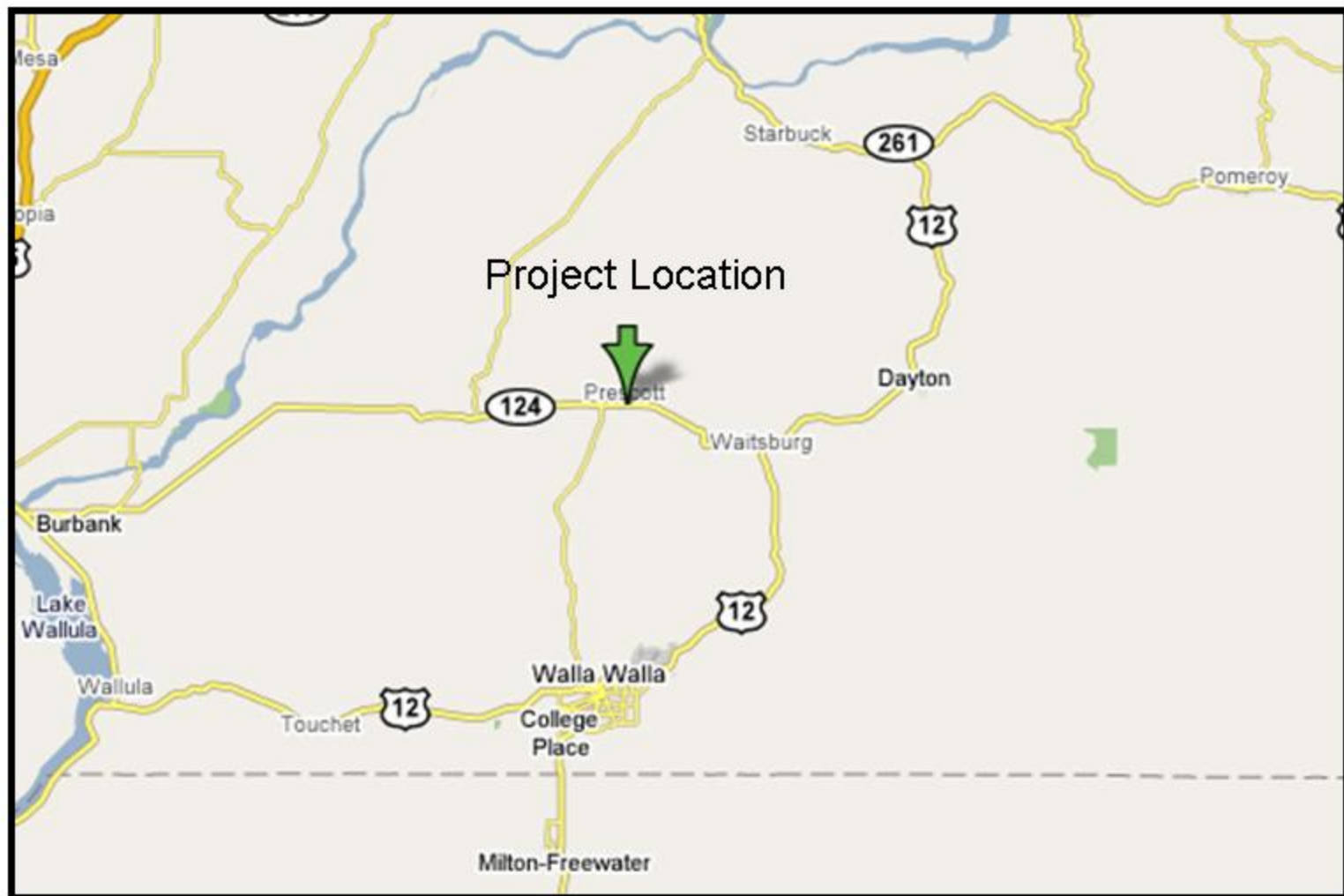
Last Name: Anhorn

Mailing Address: 8979 Mill Creek Road, Walla Walla, WA 99362

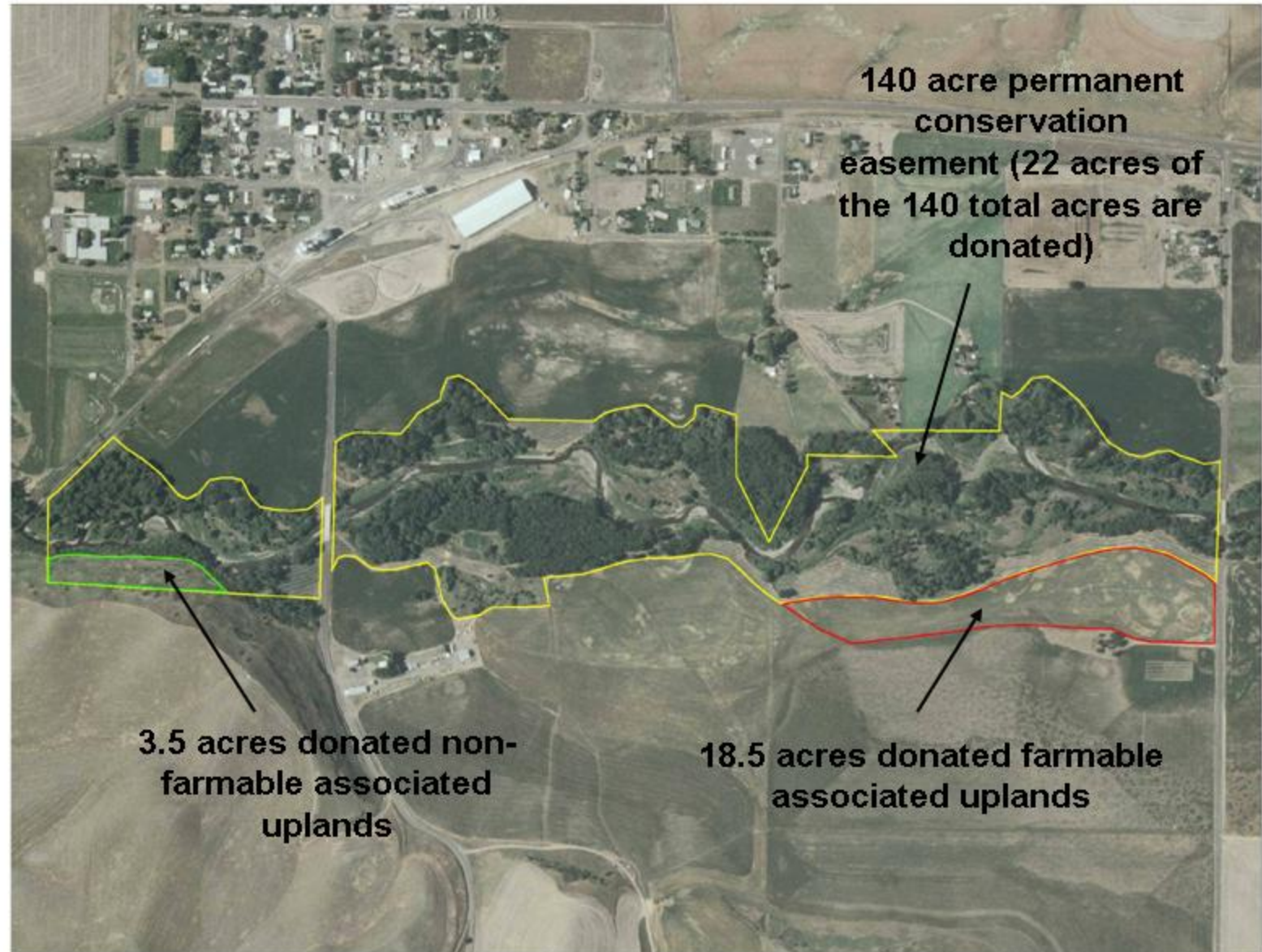
E-Mail Address:

Lead Entity Organization: Snake River Funding Board

Ford Conservation Easement Vicinity Map



Ford Conservation Easement



Landowner Acknowledgement Form**Landowner Information**

Name of Landowner: Allen Ford

Landowner Contact Information: ☒ Mr. ☐ Ms. Title Landowner:

First Name: Allen

Last Name: Ford

Contact Mailing Address: PO Box 112 / 5378 Brown Rd.

City/Town: Prescott

State: WA Zip: 99348

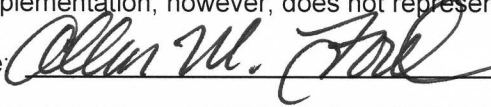
Telephone # (509) 849-2824

FAX # (509) 849-2818

E-mail address:

Property Address or Location: (Section, Township, Range) sec 4 9N 36 E

I certify that _____ (landowner or organization) is the legal owner of property described in this grant application to the Salmon Recovery Funding Board (SRFB). I am aware the project is being proposed on my property. My signature authorizes the applicant listed below to seek funding for project implementation, however, does not represent authorization of project implementation.

Landowner Signature: Date: 5-30-09**Project Applicant Information**

Project Name: Ford Easement

Project Applicant Contact Information: ☒ Mr. ☐ Ms. Title:

First Name: Gerald

Last Name: Anhorn

Mailing Address: 8979 Mill Creek Road

City/Town: Walla Walla

State: WA Zip: 99362

Telephone # (509) 520-1917

FAX # () -

E-mail address:

Lead Entity Organization: Snake River Salmon Recovery Board

CONSERVATION EASEMENT STEWARDSHIP PLAN

FORD RANCHES PROPERTY

Plan Purpose: To describe activities to monitor, protect, maintain, and provide for restoration of natural conditions of the riparian habitat conservation zone.

Plan Location: Touchet River, Walla Walla County, WA. Detailed site description is described in Annex A.

A. Funding Easement Stewardship

A dedicated stewardship fund endowment has been created for stewardship of the easement. This interest bearing account increases over time as IEAC adds additional funds from private sources. IEAC's policy is that the interest from this account is used for stewardship and enforcement of the easement. This fund is maintained separately from IEAC operating funds. The fund principal can be used only in extreme circumstances to enforce the easement.

B. Baseline Documentation report

A baseline documentation report has been completed and is on file with IEAC and is included in the signed and recorded conservation easement.

C. Monitoring

Photo points, which were established by the baseline inventory effort, will be visited and photos obtained annually to determine compliance and monitor maintenance. Results will be provided to the grantor on request.

D. Maintenance and Management

Responsibility for maintenance and management of the project remains with the landowner. A site management plan has been developed that provides for adequate maintenance to meet the purpose of the conservation easement. This plan is incorporated into the stewardship plan by reference. This site management plan is intended to be a working document that will change over time as the site matures or natural conditions change. If adequate maintenance is not being done, standard enforcement procedures shall be followed.

E. Landowner Contact

IEAC has established an extremely positive working relationship with the landowner and maintains regular contact with the landowner. In the event that the land supporting the easement is sold or otherwise changes possession, IEAC's policy is to build the same positive relationship with the new landowner and maintain the same regular contact.

In addition, the new landowner(s) will be informed by letter of land-use activities that are controlled by the easement. Landowners will be contacted if any activities which negatively affect the riparian habitat conservation zone are observed. Such contact may include a discussion of easement management practices and their compatibility with easement term conditions. If applicable, surrounding land management practices, zoning decisions, or other factors that could influence the easement will be brought to the landowner's attention.

F. Easement Enforcement

Activities that are in non-compliance with easement conditions will be addressed as per the following steps to effect compliance:

1. Oral contact by IEAC to the landowner with an explanation of non-compliance observations and compliance expectations.
2. If action 1 does not produce the expected compliance, IEAC will provide a written description of non-compliance and expectations to the landowner and compliance expectations.
3. If action 2 does not produce the expected compliance, an IEAC attorney will provide a written description of non-compliance and compliance expectations.
4. If action 3 does not produce the expected compliance, IEAC may pursue legal action in the appropriate court to obtain compliance.

G. Reserved and Permitted Rights and Approvals

IEAC will respond to landowner notices in a timely and consistent manner. Such notices are maintained in the project file at IEAC.

H. Contingency plan/Backup/Effect of dissolution of IEAC on the Conservation Easement

The conservation easement in effect with the subject landowner is recorded with the Walla Walla County's Assessor's Office. This easement is permanently recorded on the deed and is enforceable by IEAC. The easement is also co-held and is enforceable by the state of Washington.

In the event of the dissolution of IEAC the easement will remain fully enforceable by the state of Washington. An existing assignment of rights, on file with the state of Washington and with IEAC, authorizes the state of Washington to enforce the easement.

Additional provisions are provided in the conservation easement agreement.

Ford Ranches Conservaiton Easement Site Manangement Plan

Management activities on conservation easement property will be carried out for the purpose of improving habitat, or, at a minimum, for preventing degradation of habitat for wildlife. The proper practices to use, how often to treat an area, and the details of the management practice will be determined on a case-by-case basis by organization staff, in consultation with the grantor.

It is expected that management needs will change over time as habitat patterns in the general area change over time. Thus this is a working document intended to ensure continuing improvement or at a minimum no degradation of habitat in the conservation easement.

General

Noxious weeds shall be controlled within the conservation easement property. The conservation easement shall not remove the grantor's continuing responsibility to control noxious weeds.

Fences

Fences, if applicable, shall be maintained to ensure livestock cannot enter the conservation easement. Additionally, regular control of grasses and weeds immediately beneath the fence is encouraged to prevent potential growth of noxious weeds and reduce the risk of fire damage.

Grassland management

If the area is enrolled in CREP, those maintenance practices and standards shall be used (NRCS specification 391).

Grass stands shall be maintained in accordance with NRCS standard 645. Maintenance activities may include ATV spraying, spot spraying, mechanical control, and hand weeding

Annual mowing and mowing of entire stands is not allowed without technical justification from the organization.

Grantor shall replant native grasses as necessary to NRCS conservation cover specifications (specification 327) should a burn or failed area develop.

Riparian zone management

If area is enrolled in CREP, those maintenance practices and standards shall be used (NRCS specification 391). Maintenance activities may include ATV spraying, spot spraying, mechanical control, and hand weeding.

Areas not enrolled in CREP shall be kept in native trees, shrubs, and grasses to ensure a predominantly natural condition.

Forest management

If applicable, a forest stewardship plan may be developed to ensure long term health of a mature forest. Such a plan shall describe methods and frequency of maintenance activities such as non-commercial thinning and other practices to ensure long term forest health.

Additional considerations for the 18.5 acre farmable associated upland identified in Annex A

While it is expected that weed control shall occur as part of normal farming operations, extra caution shall be taken to prevent chemical drift or disturbance to the riparian area.

After recording return to:

Inland Empire Action Coalition
8979 Mill Creek Road
Walla Walla, WA 99362

DEED GRANTING CONSERVATION EASEMENT

Grantor: Ford Ranches and their successors or assigns

Grantee: Inland Empire Action Coalition and their successors or assigns

Abbreviated Legal Description:

Additional Legal on Page: Annex A

Assessor's Tax Parcel #:

Ford Ranches, whose address is 1504 Howard Street, Walla Walla, WA 99362 and their successors or assigns, as grantor, the owner of land located in the County of Walla Walla, State of Washington, particularly described in Annex "A", attached hereto and by this reference made a part hereof, in consideration of _____ and other good and valuable consideration grants, conveys and warrants to Inland Empire Action Coalition, whose address is 8979 Mill Creek Road., Walla Walla, WA 99362, a non-profit corporation, as grantee, the following easement:

Purpose and Conservation Values

All the property herein shall be considered to contain riparian habitat and shall be referred to as "Riparian Habitat Conservation Zone."

The purpose of this easement is to assure that the Riparian Habitat Conservation Zone will be retained predominantly in its natural condition as a relatively natural habitat of fish, wildlife, or plants, or similar ecosystem, (as that phrase is used in 26 U.S.C. § 170(h)(4)(A)(ii), as amended and in regulations promulgated under this law), and to prevent any use of, or activity on, the Riparian Habitat Conservation zone that will significantly impair or interfere with the Conservation values of the Riparian Habitat Conservation Zone.

The Riparian Habitat Conservation Zone provides riparian habitat and other natural values (collectively, the "Conservation Values"). For purposes of this Easement, riparian habitat is the land area adjacent to aquatic systems with flowing water that contains elements of both aquatic and terrestrial ecosystems which mutually influence each other and provide habitat for fish and wildlife species (Riparian Habitat). Riparian Habitat provides vital functions to aquatic and upland ecosystems which include: soil, stream bank stability, wildlife cover, stream temperature control, water purification, water storage and conservation, and supply of food and nutrients to the aquatic system. Riparian Habitat includes rivers, streams, wetlands, lakes and estuaries or nearshore marine habitat.

The specific conservation values of the Property are documented in an inventory of relevant features of the Property, on file at the offices of Grantee, and incorporated by this reference ("Baseline Documentation"), which consists of maps, photographs, and other documentation that the parties agree provide, collectively, an accurate representation of the Property at the time of conservation easement acquisition, and which is intended to serve an objective information baseline for monitoring compliance with the terms of this grant. This Baseline Documentation shall be used only for monitoring compliance with the easement terms. For example, the documentation may show that no houses existed on the property and therefore the documentation can be used to determine if any new structures have been built. This baseline documentation shall in no way be construed to be baseline documentation for anything other than compliance for the specific terms of this easement. For example the documentation shall not be construed or used to show that a certain number of plants, habitat structures, etc. shall remain in place on the property.

A stewardship plan, on file at the offices of Grantee and incorporated by this reference ("Stewardship Plan"), describes activities to monitor, protect, and maintain the Riparian Habitat Conservation Zone.

This grant includes the following terms:

The use of all the property described in Annex "A" as a conservation easement. The conservation easement includes the perpetual right of the grantee, its successors or assigns, to preserve, protect, and maintain the conservation values of the property described in Annex "A" with right to entry thereto at all times, with prior written consent of the grantor, its successors or assigns, only, for public purposes of inspection, enforcement, preservation, education, restoration, maintenance, monitoring, and scientific research.

1. Prohibited Uses

Grantor, for itself and its successors or assigns, shall be prohibited in the continued uses of Annex "A" for which uses the grantor and grantee agree are inconsistent with the above-described conservation easement as follows:

- a. keeping domesticated animals
- b. livestock or poultry except household pets
- c. growing crops for commercial or non-commercial purposes except in the

portion specifically identified in Annex A as “18.5 acre farmable associated upland” where farming is allowed

d. timber harvesting (except as mutually agreed by grantor, its successors or assigns, and grantee to preserve forest health)

e. erecting structures or roads of any kind

f. grantor, its successors or assigns, will neither perform, nor knowingly allow others to perform, any act on or affecting the property that is inconsistent with the conservation easement set out above

2. Use of easement property to meet zoning requirements

The grantor, for itself and its successors or assigns, shall not use the area within the conservation easement in acreage calculations to satisfy minimum zoning requirements for a house or other development located outside of the easement.

3. Stewardship activities

Both the grantee, its successors or assigns, and grantor, its successors or assigns, shall have the right at their own expense to undertake stewardship activities in the waterway or on the property to enhance and protect water quality and/or fish and wildlife habitat. Any such project shall require the mutual written permission of both the grantee and grantor, its successors or assigns, before constructing said projects.

4. Signs

The grantee shall have the right to develop signs to promote the project. Any such signs shall be approved by the grantor, its successors or assigns, prior to installation.

5. Maintenance

Maintenance shall be performed in accordance with the site management plan which is described in, and is incorporated into, the stewardship plan.

6. Development rights

Development rights on the property are limited by the terms of this grant as earlier set out. The rights may be termed "conservation futures" for the purposes of RCW Chapter 84.34.

7. Non-profit nature

The grantee is a "non profit nature conservancy corporation" as defined in RCW 64.04.130 and thereby qualified to hold conservation easements under the laws of the State of Washington.

8. Duration

This conservation easement shall exist in perpetuity.

9. Transferability

Grantee shall have the right to transfer this Easement to any public agency or private nonprofit organization that is acceptable to the grantor, its successors or assigns. Such transfer shall require prior written permission from the grantor. The public agency or private nonprofit organization must be, at the time of transfer, a "qualified organization" under Section 170(h) of the Internal Revenue Code of 1986 and under RCW 84.34.250 or RCW 64.04.130 (or any ' successor provision then applicable), provided the transferee expressly agrees to assume the responsibility imposed on Grantee by this Easement. If Grantee ever ceases to exist or is no longer qualified under Section 170(h) of the Internal Revenue Code of 1986 as amended (or any successor provision then applicable), or applicable state law, a court of competent jurisdiction shall transfer this Easement to another qualified organization having similar purposes that agrees to assume the responsibilities imposed by this Easement. The transfer must also be in accordance with the Assignment of Rights, described in item 15.

10. Notice of actions possibly inconsistent with easement

If Grantor, its successors or assigns, plans to undertake permitted actions that could be inconsistent with the purpose of the conservation easement the Grantor, its successors or assigns, shall notify Grantee in writing at least 60 days before the action is to take place. Grantee has the right to approve, deny, or condition proposed actions of Grantor to ensure actions are consistent with the conservation easement. Grantee shall notify Grantor in writing within 30 days of receiving Grantor's notice of proposed action.

Notice shall be given to the following addresses:

Grantee:

Inland Empire Action Coalition
8979 Mill Creek Road
Walla Walla, WA 99362

Grantor:

Ford Ranches
1504 Howard Street
Walla Walla, WA 99362

11. Hazardous substances and litigation

Grantor represents and warrants that after reasonable investigation and to the best of Grantor's knowledge:

- a. Grantor and the Property are in compliance with all federal, state, and local

laws, regulations and requirements, applicable to the Property and its use, including without limitation all federal, state, and local environmental laws, regulations and requirements.

- b. There has been no release, dumping, burying, abandonment or migration from off-site onto the Property of any substances, materials, or wastes that are hazardous, toxic, dangerous, or harmful or are designated as, or contain components that are, or are designated as, hazardous, toxic, dangerous, or harmful and/or that are subject to regulation as hazardous, toxic, dangerous, or harmful by any federal, state or local law, regulation, statute, or ordinance.
- c. There is no pending or threatened litigation affecting the Property or any portion of the Property that will materially impair the Conservation Values of the Riparian Habitat Conservation Zone. No civil or criminal proceedings have been instigated or are pending against Grantor or its predecessors by government agencies or third parties arising out of alleged violation of environmental laws, and neither Grantor nor its predecessors in interest have received any notices of violation, penalties, claims, demand letters, or other notifications relating to a breach of environmental laws.

12. 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 steps necessary to assure its containment and remediation, including any cleanup that may be required, unless the release was caused by Grantee, in which case Grantee should be responsible for remediation.

13. Amendment

If circumstances arise under which an amendment to or modification of this Easement would be appropriate, Grantor, its successors or assigns, and Grantee are free to jointly amend this Easement; provided that no amendment shall be allowed that will affect the qualification of this Easement or the status of Grantee under any applicable laws, including without limitation RCW 64.04.130, ch. 84.34 RCW [or Section 170(h) of the Internal Revenue Code of 1986, as amended] (or any successor provision(s) then applicable). Any such amendment shall be consistent with the original Purpose of this Easement and shall not shorten its duration, shall be in accordance with the provisions of the Assignment of Rights, and shall be recorded in the official records of Walla Walla County, Washington.

14. Enforcement

To enforce the terms of this easement if Grantee determines that Grantor, its successors or assigns, is in violation of the terms of this Easement, Grantee shall give written notice to Grantor, its successors or assigns, of such violation and demand corrective action

sufficient to cure the violation and, where the violation involves injury to the Riparian Habitat Conservation Zone resulting from any use or activity inconsistent with the Purpose of this Easement, to restore the portion of the Riparian Habitat Conservation Zone so injured to its prior condition in accordance with a plan approved by Grantee.

Grantee may bring an action if Grantor, its successors or assigns, a) fails to cure the violation within sixty (60) days after receipt of a notice of violation from Grantee; or b) under circumstances where the violation cannot reasonably be cured within a sixty (60) day period and fails to begin curing the violation within 60 days and fails to continue diligently to cure such violation until finally cured.

Grantee may bring an action at law or in equity in a court having jurisdiction to enforce the terms of this Easement:

- a. To enjoin the violation, ex parte as necessary, by temporary or permanent injunction; and
- b. To require the restoration of the Property to the condition that existed prior to any such injury to the extent of restoring it to a predominantly natural condition as a relatively natural habitat of fish, wildlife, or plants, or similar ecosystem. "Predominantly natural condition" shall not be construed as requiring Grantor, its successors or assigns, to meet planting or habitat restoration specifications required by CREP, CRP, or any other program. In addition, as stated previously, Grantor, its successors or assigns, shall not be required to repair damage caused by acts of god or other circumstances beyond the Grantor's control.

Grantee shall be entitled to recover damages for violations of the terms of this Easement or injury to any Conservation Values protected by this Easement including, without limitation, damages for the loss of environmental values. Without limiting Grantor's liability in any way, Grantee shall first apply any damages recovered to the cost of undertaking corrective or restoration action on the Riparian Habitat Conservation Zone.

If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Riparian Habitat Conservation Zone, Grantee may pursue its remedies under this section without notice to Grantor, its successors or assigns.

Grantor agrees that Grantee's remedies at law for any violation of the terms of this Easement may be inadequate and that Grantee shall be entitled to the injunctive relief described in this section, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of providing either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

In the event Grantee must enforce the terms of this Easement, the costs of restoration

necessitated by acts or omissions of Grantor, its agents, employees, contractors, family members, invitees or licensees in violation of the terms of this Easement and Grantee's reasonable enforcement expenses, including attorneys' and consultants' fees, shall be borne by Grantor or those of its personal representatives, heirs, successors, or assigns, against whom a judgment is entered.

15. Assignment of Rights

Grantor hereby acknowledges its authorization and approval of the assignment of certain rights in this Easement to the State of Washington through the Recreation and Conservation Office, which rights shall be co-held by Grantee and the State of Washington through the Recreation and Conservation Office. This Assignment of Rights shall be substantially in the form attached to this Easement as Exhibit A.

16. Additional special prohibition on uses within 50 feet of the stream

No uses other than human foot traffic and maintenance activities shall be allowed within the first 50 feet from the stream.

17. Extinguishment

This Easement may be terminated or extinguished, whether in whole or in part, before expiration of the term of the Easement only under one or more of the following circumstances:

1. The parties jointly agree to extinguish this Easement, or release a portion of the Conservation Zone from the terms of this Easement, upon a determination by Grantee in its discretion that circumstances have rendered the Purpose of this Easement impractical to achieve. Grantee's determination shall be in accordance with the provisions of the Assignment of Rights referenced in Section 15.
2. Upon petition by one or all of the parties, a court having jurisdiction over this Easement determines by judicial proceedings that circumstances have rendered the Purpose of this Easement impossible to achieve.
3. All or any of the Conservation Zone is taken by exercise of the power of eminent domain or acquired in lieu of condemnation, whether by public, corporate, or other authority. Grantor and Grantee shall act jointly to recover the full value of the interest in the Conservation Zone subject to the taking or in lieu purchase and all direct or incidental damages resulting from the taking or in lieu purchase. All expenses reasonably incurred by Grantor and Grantee in connection with the taking or in lieu purchase shall be paid out of the amount received.

18. Determination of fair market value

This Easement constitutes a real property interest immediately vested in Grantee, which, for the purpose of Section 17 of this Easement, the parties stipulate to have a fair market

value determined by an independent appraisal and review, according to published RCO appraisal standards found in RCO Manual 3, "Acquiring Land".

19. Subsequent Transfer

Grantor agrees to:

1. Incorporate the terms of this Easement by reference 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;
2. Describe this Easement in and append it to any executory contract for the transfer of any interest in the Property;
3. Give written notice to Grantee of the transfer of any interest in all or a portion of the Property no later than forty-five (45) days prior to the date of such transfer. Such notice to Grantee shall include the name, address, and telephone number of the prospective transferee or the prospective transferee's representative.

The failure of Grantor to perform any act required by this subsection shall not impair the validity of this Easement or limit its enforceability in any way.

20. Indemnity

Grantee, its agents, contractors, employees, guests, licensees, and permittee, shall defend, indemnify, and hold Grantor their heirs, successors, and assigns harmless from and against any and all damages, loss, liability and claims of liability, for damage to property of whatsoever kind or character, or for injury to persons, or for the death of a person or persons, caused by the activities of Grantee, its agents, contractors, employees, guests, licensees, and permittee on or about the property provided such liability or loss is not due to the negligence or willful misconduct of Grantor. Grantee liability for the acts of guests, licensees and permittees shall be limited to those guests, licensees and permittees expressly permitted to be on the Property and shall not extend to any persons on the property without Grantee's express permission. Grantor, shall defend, indemnify and hold Grantee harmless from and against any and all damages, loss, liability and claims for liability for damage to property of whatsoever kind or character, or for injury to persons caused directly by Grantor, its agents, contracts, employees, guests, licensees and permittees on or about the Property provided such liability or loss is not due to the negligence or willful misconduct of Grantee. Liability for the acts of guests, licensees and permittees shall be limited to those guests, licensees and permittees expressly permitted to be on the Property.

21. Recordation

Grantor shall record the conservation easement instrument with Walla Walla County.

22. Subordination

Consent is required by mortgage holders, owners of easements, lease holders, and other lien holders necessary to "bind" those parties to the terms of the conservation easement.

23. General provisions

Interpretation and performance of the conservation easement shall be governed by the laws of the State of Washington with liberal construction in favor of the grant of the conservation easement to effect the purpose of the conservation easement.

--- THIS SPACE RESERVED FOR TITLE COMPANY TO INSERT SIGNING AND
RECORDATION LANGUAGE NECESSARY TO RECORD AGREEMENT WITH
WALLA WALLA COUNTY---

Response to April Review Meeting Questions Regarding the Ford Conservation Easement Project

Questions:

1) What has changed from last year's proposal?

This project was submitted last year and was withdrawn because the easement boundaries were incorrect and the landowner wished to withdraw it until the boundaries were finalized. This proposal has the correct easement boundaries. The only other change is that there are 18.5 acres of donated associated farmable uplands in this proposal and 3.5 acres of donated non-farmable associated uplands (please see project map).

2) Is there a re-vegetation component for the donated lands?

The donated associated uplands do not have a re-vegetation component.

3) What are the triangle shaped encroachments on the right center of the easement, and could they be included in the easement boundary?

The triangle-shaped pieces belong to another landowner.