

OREGON DEPARTMENT OF FISH AND WILDLIFE

**WILLAMETTE
WILDLIFE
MITIGATION PROGRAM**



**PROGRAM
ADMINISTRATION
MANUAL**



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Updated: 02/20/2024

Versions, Editions and Updates

Date	Name	Changes
12/31/2014	Version 1.0	Initial document
01/15/2016	Version 2.0	<u>Updated</u> : Timeline, Program Contacts, Project Selection Criteria (Habitat Type, Acquisition Type, Conservation Owner/Manager Capability, and Project Readiness), Project Application Instructions, Potential Project Sponsors, Management Plan Template (Appendix C), and Readiness Assessment Form (Appendix F).
01/20/2017	Version 3.0	<u>Updated</u> : Timeline, Program Contacts, Project Selection Criteria (Degree and Timing of Risk, Habitat Type, Habitat Condition, Project Context, Habitat Restoration Likelihood and Sustainability), Project Amendment Policy, Costs Paid by the Program, BPA's Acquisition Deskbook, Management Plan Review Process, Project Application Instructions, Potential Project Sponsors, Template Conservation Easement (Appendix B). <u>Added</u> : Project Progress Assessments and Carry-over Process, List of Acronyms (Appendix G), List of Best Management Practices and Tools (Appendix H).
02/20/2018	Version 4.0	<u>Updated</u> : Timeline, Program Contacts, Project Progress Assessments and When to Re-Apply, Reference Documents, Stewardship and Funding Agreements, Monitoring, Potential Project Sponsors, Conservation Easement Template (Appendix B).
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01/30/2020	Version 6.0	<u>Updated</u> : Timeline, Program Contacts, Potential Project Sponsors, Template Conservation Easement (Appendix B), Template Stewardship Agreements (Conservation Easement Acquisition and Fee Title Acquisition) (Appendix E).
04/01/2020	Version 6.1	<u>Updated</u> : Potential Project Sponsors.
02/01/2021	Version 7.0	<u>Updated</u> : Costs Paid by the Program, Potential Project Sponsors, Template Conservation Easement (Appendix B), Template Management Plan Outline (Appendix C).

Version 10.0

03/01/2022	Version 8.0	<u>Updated</u> : Timeline, Program Contacts, Potential Project Sponsors, Template Management Plan Outline (Appendix D), Template Stewardship Agreements (Conservation Easement Acquisition and Fee Title Acquisition) (Appendix F). <u>Added</u> : Template Baseline Documentation Report (Appendix C).
2023	Version 9.0	Updated version wasn't published on website. Change to Project Amendment Policy discussed at Annual Meeting 01/24/2023.
02/20/2024	Version 10.0	<u>Updated</u> : Timeline, Program Contacts, Role of the Wildlife Advisory Group, Project Selection Criteria, Project Amendment Policy (see Version 9.0 update), Project Progress Assessments, Potential Project Sponsors, Template Conservation Easement (Appendix B), Template Management Plan Outline (Appendix D).

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SECTION 1 – PROGRAM OVERVIEW

BACKGROUND

The Willamette River Basin Memorandum of Agreement Regarding Wildlife Habitat Protection and Enhancement (Agreement) between the State of Oregon and the Bonneville Power Administration (BPA) established goals for mitigating the effects of the construction, inundation, and operation of the Willamette River Basin Flood Control Projects. Under the terms of the Agreement, Oregon and the BPA agreed to acquire at least an additional 16,880 acres of wildlife mitigation property to protect 26,537 acres (or more) by the end of 2025. To accomplish this mitigation objective the parties established the Willamette Wildlife Mitigation Program, managed by the Oregon Department of Fish and Wildlife (ODFW).

The State, through ODFW, has committed to work collaboratively with Tribal governments and regional stakeholders to develop project selection criteria, establish Willamette basin priorities, and implement future projects to meet the terms of the Agreement. To that end, ODFW has established the Willamette Wildlife Mitigation Advisory Group to develop criteria, review proposed projects and provide technical and policy support to assist in implementing the Agreement.

The Project Selection Criteria were initially developed in 2011 through a collaborative process with input and review by 41 participants of the Willamette Wildlife Mitigation Advisory Group. After general consensus was reached, the draft criteria were used in interim years by ODFW's internal review group. The Project Selection Criteria were approved by the Northwest Power and Conservation Council's Independent Scientific Review Panel in late 2012 and finalized for use by the Program for its review of FY2014 projects. It is the intention of ODFW to re-examine, refine, and, if necessary, adjust the criteria on an annual basis to ensure that the goals and objectives of the Agreement are achieved.

PROGRAM GOALS

Protect wildlife habitats with Tribal significance: Projects should emphasize protection of wildlife and wildlife habitats as well as significant cultural values, where possible.

Cost-sharing as a funding principle: Projects are not required to have other funding sources, but to meet or exceed the acreage objectives, projects that share costs with funding sources other than the Willamette Wildlife Mitigation Program funds should be emphasized.

Partnerships: Viable partnerships enhance the likelihood of successful project completion and spread the potential support base for acquisition, restoration, monitoring, and future enforcement of conservation easements. In this sense "Partnerships" mean contributions of money or staff time to a project and are not the same as "endorsements." In general, projects that demonstrate support through viable partnerships with Tribes, governmental entities, private conservation organizations, and

others will be emphasized. Projects where there is demonstrated opposition and a lack of partnerships may not be considered for funding due to these factors, if significant.

Current or future public access on properties, consistent with the conservation values and management plan for each parcel, is a program objective. Access includes allowing members of the public entry to properties for scientific purposes, education, hunting, angling, wildlife viewing, tribal cultural activities, and other activities that are deemed to be compatible with the conservation values of the property in the eventual site management plan. Access does not necessarily need to reflect all said activities but must constitute a meaningful opportunity for public use of the property to be considered significant. It is also recognized that culturally sensitive sites may be subject to restrictions on public access.

The use of Ecosystem Services Markets: As specified in ORS 468.581 - 468.587, so long as the conservation goals of the Agreement remain paramount and all other statutory and regulatory requirements are met, the sale of credits in these markets to reduce the costs attributable to the Agreement and increase the number of acres protected will be encouraged.

TIMELINE FOR FISCAL YEAR 2026 SOLICITATION

In March 2023, BPA agreed to extend the term of the 2010 Agreement by one year to allow ODFW to meet the minimum acreage target. The timeline for the fiscal year 2026 solicitation is listed below. Fiscal year 2026 is anticipated to be the final WWMP solicitation.

Annual FY2026 Project Solicitation Begins	February 2, 2024
Project Proposals Due from Cooperators	April 12, 2024
Site Visits	May 6 - 17, 2024 (specific dates TBD)
Technical Review Team Project Review Meeting	June 5 - 6, 2024
Wildlife Advisory Group Project Review Meeting	July 11, 2024
ODFW Director Funding Recommendation to BPA	August 16, 2024
BPA Funding Implementation Decision	September 30, 2024
Successful Projects Completed	By September 30, 2026

VISION STATEMENT

The Willamette Wildlife Mitigation Program contributes to Oregon's natural resource legacy by conserving important wildlife habitat in the Willamette Basin.

Goal:

Protect at least 16,880 acres of wildlife habitat by 2025, including a diverse assemblage of habitats distributed throughout the Willamette Basin; focusing on Conservation Opportunity Areas and Strategy Habitats in support of the Oregon Conservation Strategy; and supporting Strategy Species and ESA-listed species.

Strategy 1: Place priority on and value projects that protect high quality wildlife habitat, provide habitat connectivity, and protect significant cultural values

Strategy 2: Consider the value of degraded habitats and corridors in restoring larger or connected habitats

Strategy 3: Encourage cost-sharing to allow the Program to go beyond the minimum target acreage

Strategy 4: Enhance the likelihood of success by encouraging partnerships among implementing organizations

Strategy 5: Build support for long term conservation of Willamette wildlife habitat through projects that provide public access consistent with the conservation values of each property

Strategy 6: Ensure at least 10% of acquisition funding is spent on projects that have dual purposes of protecting riparian or aquatic habitat that will benefit ESA-listed anadromous fish

Strategy 7: Project selection criteria will be managed adaptively over time to respond to new information and focus conservation efforts on areas with the greatest benefit and chance of success.

PROGRAM CONTACTS

WWMP website: <https://www.dfw.state.or.us/habitat/WWMP/index.asp>

Oregon Conservation Strategy website: www.oregonconservationstrategy.org

ODFW Contacts	Responsibilities
<p>Justine Brumm – WWMP Coordinator 17330 SE Evelyn Street Clackamas, OR 97015 Justine.a.brumm@odfw.oregon.gov c: 541-799-4556</p>	<p>Program website, public relations, PISCES reports and budgeting, general program questions, sponsor budgets and payments, application questions, real estate issues, field visits, field operation coordination.</p>
<p>Lauri Brewster – WWMP North Valley Biologist 18330 NW Sauvie Island Rd Portland, OR 97231 lauri.b.brewster@odfw.oregon.gov 503-621-3488, ext. 228 c: 541-231-6866</p>	<p>General program questions, field visits, land management plan review, WWMP application assistance, species questions.</p>
<p>Owen Cass - WWMP Restoration and Monitoring Biologist 7118 NE Vandenberg Avenue Corvallis, OR 97330 owen.c.cass@odfw.oregon.gov 541-757-5246 c: 541 231 9022</p>	<p>General program questions, field visits, land management plan review, WWMP application assistance, restoration planning, monitoring program implementation</p>
<p>Vacant – WWMP South Valley Biologist 26969 Cantrell Road Eugene, OR 97402 541-935-2591</p>	<p>General program questions, field visits, land management plan review, WWMP application assistance, species questions.</p>
<p>Kelly Reis – WWMP Manager 3150 Main Street Springfield, OR 97478 kelly.e.reis@odfw.oregon.gov 541-686-7880 c: 541-517-2228</p>	<p>Policy issues, budgeting questions, ISRP coordination, criteria refinement, Wildlife Advisory Group Chair, general program questions.</p>
BPA Contacts	Responsibilities
<p>Matt Schwartz – Fish and Wildlife Project Manager 905 NE 11th Ave Portland, OR 97232 P.O. Box 3621 Portland, OR 97208-3621 mdschwartz@bpa.gov 503-230-4225</p>	<p>Main point of contact for BPA’s acquisition process, stewardship funding, and general program questions.</p>

SECTION 2 – PROGRAM PROCESS

ROLE OF THE WILLAMETTE WILDLIFE ADVISORY GROUP

ODFW will regularly convene and chair the Willamette Wildlife Advisory Group, comprised of representatives that may include federal, state, and local agencies, conservation organizations, academic institutions, the three Tribes, and others with expertise ODFW deems beneficial to the program. BPA and Northwest Power and Conservation Council (NPCC) representatives will be invited to participate in all meetings. The Wildlife Advisory Group shall provide strategic guidance and coordination for protecting, restoring, and enhancing habitat to implement the Agreement. The project selection criteria will be periodically reviewed and amended by the Wildlife Advisory Group as needed, based on new information and experience with implementing this program.

ROLE OF THE TECHNICAL REVIEW TEAM

ODFW shall form by invitation and will chair a Technical Review Team to review project proposals each funding cycle. The Technical Review Team will be comprised of scientific experts who may be representatives of federal, state, and local agencies, academic institutions, conservation organizations, the three Tribes, and others with expertise ODFW deems beneficial to the review process. BPA and NPCC representatives will be invited to participate in all meetings. Any representative on the Technical Review Team who has a direct conflict of interest in reviewing a proposed project for funding during the current acquisition phase shall not participate in evaluating projects during that annual cycle, except for providing additional information, as requested by ODFW. This prohibition does not apply to the four sovereign entities (the State and the three Tribes), all of which will retain a committee role and may also propose projects during solicitation.

If any organization or member of the public feels that the criteria are not applied equitably to any projects proposed by the State or Tribes, they may detail these concerns in writing. The project proponent, the State, and BPA will ensure that a written response detailing the evaluation of the specific project is provided and made public.

PROJECT REVIEW PROCEDURES

ODFW will solicit project applications annually. Project proponents will be asked to complete a project application for initial review. Applications will be required to include such baseline information as

ODFW determines is necessary for the Technical Review Team to complete a project review using the established criteria. ODFW will format the application process to mirror the requirements of eventual Management Plans, which are required for approved projects. The applications will provide an outline of key management plan elements, including basic information on maintenance funding, proponent capacity and experience to manage the proposed acquisition, current and desired future condition of the site, and public access. This nested process will facilitate both assessment of project proposals and completion of plans for approved projects.

After applications are submitted, they will be reviewed by the Technical Review Team through a process which may include collecting more information and clarifying any questions the group may have. Prior to and during this process, proponents will be encouraged to work with the three Tribes to review the projects for cultural significance, including conducting site visits with the Tribes in advance of application submittal when possible. Each of the three Tribes will be given an opportunity, at their discretion, to provide input on any proposed project or projects. No obligation for cultural review is established via adoption of this process. Projects that a Tribe determines to provide a cultural benefit should be designated as such in a letter to ODFW from Tribal Council or their designee. At the close of this process the Technical Review Team will provide a proposed score and ranking of all projects submitted using the Criteria.

Using the information provided by project proponents and the review and rankings of the Technical Review Team, the Wildlife Advisory Group will also assess each proposal using the project selection criteria as well as unranked social factors that may be relevant. Ranking exceptions may be made on a case-by-case basis, if the Wildlife Advisory Group reaches consensus that such an exception should be recommended to ODFW. ODFW will consider all exceptions documented by the Wildlife Advisory Group during their evaluation and discussion. However, these exceptions should be rare, and the Wildlife Advisory Group will clearly indicate the rationale for such a recommendation at the time of project prioritization.

The Wildlife Advisory Group will produce a prioritized list of the proposals by such a date as ODFW determines each funding cycle. The goal of the process is consensus in project ranking. However, if consensus cannot be reached the Wildlife Advisory Group Chair will make the final ranking decision. Any member of the Wildlife Advisory Group may provide additional information on specific projects, the selection process, the Criteria, or other matters pertaining to the program at this time. Such information will be forwarded to the ODFW Director as an addendum to the project recommendations.

The Wildlife Advisory Group recommendations, including all comments, will be provided to the ODFW Director, who will make the final determination of recommended projects and their priority order to BPA. This recommendation may consider unranked factors discussed and documented by the Wildlife Advisory Group. ODFW may also make ranking exceptions, and in such a case will also clearly indicate the rationale for any exceptions.

ODFW will also make recommendations regarding the amount of funding for acquisition and the amount ODFW recommends placing in the Long Term Stewardship Account. In providing recommendations to BPA, ODFW will address each project as a whole and will review and prioritize each project in its entirety, rather than selecting portions of a project for funding. ODFW will also identify dual credit projects (as determined by the Willamette Action Team for Ecosystem Restoration's Habitat Technical Team) and acreage credit associated with each project. If ODFW does not agree that one or more of the projects meet the mitigation objectives, and project proponents wish to submit the project to BPA anyway, ODFW will provide a written explanation of that determination to BPA. If project proponents (other than Tribes) of projects that ODFW does not concur meet the criteria and wish to reformulate any such project and re-submit it for review in the next project solicitation, they may do so. If ODFW does not concur with any proposed Tribal project, that Tribe may request dispute resolution from BPA as specified in the Agreement. Only projects in which ODFW concurs will be counted towards satisfying the federal wildlife mitigation obligation.

The proposed project must be fully developed and in an advanced stage of preparedness as the transaction must be completed within the designated fiscal year. An "advanced stage of preparedness" could include: a signed purchase option; a completed up to date property appraisal; or any other such instruments as determined by ODFW and BPA that would ensure that the transaction would close in a timely manner. Should a recommended project not be completed, the project sponsor shall notify ODFW as soon as possible and the funds shall be returned to the current fiscal year acquisition funding stream. The project sponsor may re-apply the next fiscal year and compete with other projects.

If projects are withdrawn from consideration by project proponents after prioritization, ODFW will determine whether to recommend funding for projects further down the ranking table, re-schedule funding into subsequent years, place funds into the Long Term Stewardship Account, or a combination of the three. If replacement projects are recommended, that recommendation will be based on the ranking proposed by the Technical Review Team and Wildlife Advisory Group, so long as such projects remain viable.

MANDATORY REQUIREMENTS FOR PROJECTS

During the proposal review processes, the Technical Review Team will ensure that all proposals meet the mandatory requirements listed in this section. To be considered, all proposals must 1) protect or restore current or potential wildlife habitat; 2) the project must be located within the Willamette Subbasin as defined in the Northwest Power and Conservation Council Willamette Subbasin Plan; and 3) the project must contribute towards meeting BPA's wildlife habitat mitigation obligation.

1. At a minimum, the program must acquire and protect at least 16,880 acres of wildlife mitigation by 2025 in order to satisfy Bonneville Power Administration obligations under the Northwest Power Act to compensate for the construction, inundation and operational losses associated with the Willamette federal hydropower projects by the protection and acquisition of wildlife mitigation habitats located in the Willamette Basin: Through conservation acquisitions, projects must secure fish and wildlife habitat which will be protected in perpetuity, for the benefit of current and future Oregonians.
2. Location: The project must be located in the Willamette Basin and is in or represents at least one of the following:
 - a. A designated Conservation Opportunity Area (COA) in the current version of the Oregon Conservation Strategy;
 - b. A designated COA in the current version of the *Willamette Synthesis* map, as maintained by The Nature Conservancy;
 - c. A priority conservation area as determined in the Willamette Sub-Basin plan, Appendix R <http://www.nwcouncil.org/fw/subbasinplanning/willamette/plan/>;
 - d. A site of special cultural significance as specified by a Tribal Council from one of the three Tribes noted in the Agreement;
 - e. A site that is determined by the Habitat Technical Team to be a priority for restoration for ESA listed species under the Willamette Biological Opinion **or** is within a priority location as designated in a Recovery Plan for an ESA species;
 - f. A site that maintains or enhances protected habitat connectivity in the Willamette Valley. The Conservation Strategy identifies 'Barriers to Animal Movement: Aquatic Passage and Terrestrial Corridors' as a Key Conservation Issue. Providing connectivity between and among patches of remnant habitat types will improve dispersal ability of wildlife and plant species and allow for natural movement across landscapes.

3. Ensure the minimum requirement that at least 10% of wildlife mitigation funding also has dual benefits by protecting and restoring areas with significant Endangered Species Act listed anadromous fish benefits as well as wildlife habitat: The Technical Review Team will prioritize projects that have both significant wildlife and listed fish stock benefits for at least 10% of total committed funds over the life of the Agreement. This requirement will be measured during annual reviews. While it is not necessary to meet the minimum in each and every year, project recommendations may be modified to emphasize dual benefit projects and ensure that the 10% minimum level over the life of the Agreement is met or exceeded, as needed.

PERIODIC REVIEW AND EVALUATION

Acquisition costs will be managed to ensure the greatest possible likelihood that the minimum mitigation target of 16,880 acres protected is met or exceeded. In general, projects that provide the highest habitat value per program dollar will be selected. An annual review of costs, acres protected, and remaining acres needed to meet the 16,880-acre minimum will be produced in concert with project recommendations for funding. This review will summarize all purchases made from the start of the Agreement (Fiscal Year 2010) through the previous year. If this review indicates that the minimum acreage target will not be met if those costs are projected forward over the duration of the agreement, the selection process will be re-evaluated and modified with the help of the Wildlife Advisory Group, to increase the likelihood that the minimum acreage target will be achieved. In addition, a periodic review will be undertaken by the Wildlife Advisory Group to evaluate progress to date, cost per acre, progress towards achieving the cumulative minimum 10% dual benefits standard, habitat protection and restoration effectiveness, and other factors in addition to cost. If progress towards meeting the minimum acreage is inadequate or if other issues arise which call into question the effectiveness of the program in protecting and restoring habitat, as indicated by such a review, project criteria may be modified to increase the likelihood of success in achieving all program objectives and priorities.

SECTION 3 – PROJECT SELECTION CRITERIA

PROJECT SELECTION CRITERIA

The following criteria will be used to review and numerically score all proposals in a funding cycle. Project selection criteria fall into two categories: ecological and cultural considerations, and operational and administrative considerations. The total score for each project will be tallied and summarized for each solicitation cycle. A maximum possible score consists of 100 points: 62 points for Ecological and Cultural Considerations and 38 points for Operational and Administrative Considerations.

ECOLOGICAL AND CULTURAL CONSIDERATIONS

Cultural Significance:

The determination of cultural significance must be made by at least one of the three partner tribes¹ prior to the Technical Review Team (TRT) review. Wildlife and fish projects that provide significant cultural benefits for tribal partners will get priority over projects with equal rankings that do not provide significant cultural benefits. The three tribes are individually sovereign nations whose culturally significant priorities and/or culturally significant target species may or may not overlap. Each of the tribes welcomes the opportunity to have conversations and develop relationships with project sponsors. Although the assessment of cultural significance may vary from tribe to tribe, some of the base attributes that constitute a “culturally significant” project for the Tribes are:

1. The degree to which the proposed project will restore and/or protect culturally significant target species (as deemed by the reviewing tribe). Target species may include but are not limited to camas, wapato, tarweed, lamprey, deer, elk, hazel, salmon, steelhead, native trout, raptors, huckleberries.
2. The degree of active tribal involvement in the creation of the management plan, the physical hands-on management of habitat, and tribal harvest of the reviewing tribe’s culturally significant target species.
3. The degree of proactive planning for the identification and protection of historic cultural presence within the proposed project site, both for inadvertently discovered artifacts and for formally planned surveys whenever earth-moving activities are planned.
4. The degree of proactive planning for future protection of historic cultural resources.

¹ Primary contacts for the three partner tribes are:

- Confederated Tribes of Grand Ronde: Lawrence Schwabe, 503-879-2395, Lawrence.Schwabe@grandronde.org
- Confederated Tribes of Siletz: Josh Seekatz, 541-444-8308, josh@ctsi.nsn.us and Stan van de Wetering, 541-351-0126, stanvandewetering@yahoo.com
- Confederated Tribes of Warm Springs: Jeff Hogle, 503-305-6942, jeff.hogle@ctwsbnr.org

5. The presence of, or the degree of willingness to develop, an access agreement with the reviewing tribe regarding the tribe's involvement in the management and harvest of said tribe's culturally significant target species.

ODFW will present each tribe with a package of all proposed projects. However, ODFW and the tribes encourage project sponsors to contact each of the three partner tribes in advance of the application process to best ensure enough time for proper project consideration and potentially schedule site visits. Tribes will then have the opportunity, at their discretion, to provide a designation letter for any project. Once a proposed project has been determined as providing significant cultural benefits, the reviewing tribe's Council or designee will provide a letter stating such to ODFW. No specific information on sensitive sites or species or the final score will be included. Only one designation letter, which can be from any of the three tribes, is required to obtain the cultural significance points. However, project sponsors and tribes are encouraged to build partnerships where appropriate and feasible.

Score: 10 points if designation received from a tribe; 0 points if no designation

Degree and Timing of Risk:

During each funding cycle, project proposals will be evaluated for the risk of loss of conservation values due to threats such as development, loss of habitat value through lack of active management, conversion to different land use, or hydrological changes (i.e., flow management, levee building, water allocation). Project proponents will be expected to provide valid and verifiable information regarding such risk, including comparables in the vicinity of the proposal, zoning and land use information, plus any supplemental information related to the specific parcel. Proponents will also be asked to provide an estimate of the imminent nature of such risk, again using the best evidence available. Proposed acquisitions will be ranked according to a relative risk assessment, as determined by the Technical Review Team. The criterion also assesses the relative risk of impacts to priority habitats on the property. Priority habitats are based on the Oregon Conservation Strategy (2016) and identified in the Habitat Type criterion below.

Score: 0 – 8 points

Considerations – The TRT will consider the following:

- *If proposed acquisition is zoned and permitted for gravel extraction, subdivisions, or other uses that would permanently degrade habitat values, and is likely to be converted to such uses in the immediate future;*
- *Likely impacts of proposed land use modification to priority habitat type(s) on the property; and*

- *Timeframe for when land use modifications might occur.*
- *Scoring categories:*
 - *High scoring project (6-8 points) - Project site is zoned and permitted for land use modifications, with imminent significant risk to conservation values (high priority habitats) on the property;*
 - *Medium scoring project (3-5 points) – Risk of modification to priority habitat exists, but is not imminent; or priority habitats are under lower threat of land use modification;*
 - *Low scoring project (0-2 points) – Project is likely to be managed and maintained for current uses for the foreseeable future; or risk of modification is to habitats of lower priority on the property.*

Habitat Type:

The species in decline in the Willamette Basin are generally those that were dependent upon habitat types that have been reduced by human activities. The focus of the Program and this criterion is to target protection efforts towards habitats that have sustained significant loss. Within priority locations, focus shall be on strategy habitats as identified in the Oregon Conservation Strategy (2016), or habitats designated as a priority in a Recovery Plan for an ESA-listed species. Conservation Strategy habitats in the Willamette Basin include those for the Willamette Valley Ecoregion and the West Cascades Ecoregion. These Strategy Habitats are priorities for the program:

- a) Natural Lakes;
- b) Grasslands (includes grass-dominated habitats such as upland prairie and montane grasslands);
- c) Oak Woodlands;
- d) Flowing Water and Riparian Habitats;
- e) Wetlands (includes all freshwater wetland types: ponds, marshes, wet prairies, vernal pools, bogs, lakes, swamps, etc.);
- f) Late Successional Mixed Conifer Forests (West Cascades Ecoregion)
- g) Habitats that are determined by the Habitat Technical Team to be a priority for restoration for ESA listed species under the Willamette Biological Opinion or are within a priority location as designated in a Recovery Plan for an ESA-listed species; and
- h) Properties that include unique or rare habitats and species assemblages.

Score: 0 – 15 points

Considerations – The TRT will consider the following:

- *If priority habitat type(s) are present on or targeted for the property in adequate size, shape, and position within the landscape to provide the ecological function and allow natural processes or to contribute to supporting species at the population scale;*

- *If those habitat types are recognizable at a functional level, or targeted for restoration to full functionality;*
- *Diversity of habitat types on the property;*
- *Proportion of the property that is a high priority habitat type(s) and non-priority habitat type(s);*
- *If the property includes unique or rare habitats and species assemblages;*
- *If protection of the property is important to achieve delisting or recovery of ESA-listed species, as documented by USFWS, NMFS, or ODFW; and*
- *If the property includes regionally significant examples of any of the priority habitat types.*
- **Scoring Categories:**
 - *High scoring project (11-15 points) – Project includes or targets a diversity of functional priority habitat types of adequate size, shape, and position within the landscape to contribute to natural processes and function or to supporting OCS Strategy Species at the population scale; includes fewer priority habitat types but with regionally-significant scope and scale; or significantly contributes to delisting or recovery of ESA-listed species with documentation provided by USFWS, NMFS, or ODFW;*
 - *Medium scoring project (6-10 points) – Project includes or targets functional priority habitat types, but the size, shape, or position within the landscape make it less effective for contributing to natural processes and function that support OCS Strategy Species at the population level;*
 - *Low scoring project (0-5 points) – Project dominated by non-priority habitat types or habitats of inadequate size to contribute to support of OCS Strategy Species at the population level.*

Habitat Condition:

It is also recognized that virtually all habitat in the Willamette has had some degree of impact due to fragmentation, invasive species, long-term land management changes, and changes to habitat-forming processes. Priority will be given to those habitats that are intact, are properly functioning, and have a high resilience level. Resilient habitats are generally those that are part of a healthy, functioning ecosystem that will limit impacts of disturbance, such as limiting the invasion of non-native species, and those that are dynamic, with habitat-forming processes intact.

Score: 0 – 13 points

Considerations – The TRT will consider the following:

- *Condition of priority habitat(s) on the property, including existing cover, structure, function, invasive species presence, habitat-forming processes, and documented use by target species.*
- *Scoring categories:*

- *High scoring project (9-13 points) - Project consists primarily of high quality, functional habitat, dominated by native plant communities, and minimal restoration needed;*
- *Medium scoring project (4-8 points) – Project includes a mix of intact and degraded habitat, non-native invasive species present at low levels, and some need of restoration;*
- *Low scoring project (0-3 points) – Primarily degraded habitat with high levels of non-native or invasive species present, and need of substantial restoration to provide important habitat functions.*

Project Context:

A site that adds to habitat connectivity or provides value in its context between or among other conservation lands will be eligible for points under this criterion as specified below:

- a) Projects critical to a broader restoration effort as demonstrated by being keystone parcels for land restoration activities, required for access for restoration of significant habitats.
- b) Projects adjacent to previous WWMP purchases or other significant conserved lands such as refuges, parks, or state or federal wildlife areas or other permanently protected areas managed specifically for wildlife and add to the effective area of an existing conservation area or protected habitat.
- c) Projects that, because of their location, infrastructure, or other factors contribute significantly to larger scale restoration of fluvial or other ecological processes and habitats.
- d) Projects that are identified by ODFW, USFWS, or NOAA as significantly contributing to habitat connectivity for a state or federally listed species.
- e) Projects that are within an ODFW Priority Wildlife Connectivity Area (view web map [here](#)).
- f) Project that will fill a gap with an adequately-sized parcel in a developed landscape to provide, diversity, refuge, or connectivity for wildlife species.

Score: 0 – 8 points

Considerations – The TRT will consider the following:

- *Location of the property in relation to other conserved or protected lands;*
- *Location of the property in relation to areas identified as important for habitat or wildlife connectivity;*
- *Relationship between proposed property and ongoing or planned restoration efforts; and*
- *Other contextual information provided by the project sponsor.*
- *Scoring categories:*
 - *High scoring project (6-8 points) - Project will provide benefit to conservation or restoration efforts on a landscape scale;*
 - *Medium scoring project (3-5 points) – Project has potential future benefits at a landscape scale, but those benefits are currently uncertain;*

- *Low scoring project (0-2 points) – Project may protect high quality habitat, but will not provide additional value through contribution to other conservation or restoration efforts.*

Habitat Restoration Likelihood and Sustainability:

Evaluation under this criterion should focus on site characteristics related to the feasibility and practicality of undertaking desired restoration at this site, including current site conditions, impaired hydrology, condition of adjacent properties, any known or potential contaminants at the site, etc. Applicants should make a good faith effort to characterize the expected costs and timeline for major restoration. Sponsors should delineate the costs and benefits of restoration, including rough estimates of the per acre cost to bring acres to desired future condition. If sponsors are dependent on other grants, programs, or funding for restoration dollars, they should specify the source and indicate the steps taken to date to receive such funding. Applicants are not required to prepare detailed cost estimates based on fully engineered designs for the site prior to acquisition.

The criterion ranking will be based on the following:

- a) The site has the physical characteristics necessary to allow implementation and maintenance of desired restoration activities, including characteristics that will sustain restored conditions into the future (i.e., appropriate hydrology, disturbance regimes, etc.).
- b) The current and permitted land uses and legal characteristics of the site and adjacent properties are conducive to restoration activities.
- c) The site is accessible to vehicles and equipment needed for prospective restoration work.
- d) The site has the potential to provide excellent quality habitats of the established priority types at reasonable cost and timeframe, including likelihood of funding availability.

Score: 0 – 8 points

Considerations – The TRT will consider the following:

- *Project site’s physical characteristics that would allow restoration activities to be successful in the long-term;*
- *Logistics of restoration being conducted (legal, access, etc.); and*
- *Cost and timeframe for anticipated restoration, including the extent that restoration aligns with other specific funding initiatives or programs that improve opportunities to secure resources in the Willamette Basin, and the relative cost of expected restoration in relation to the cost to purchase the property/easement.*
- *Scoring categories:*

- *High scoring project (6-8 points) – Project needs minimal restoration or restoration is already fully-funded with high certainty of success;*
- *Medium scoring project (3-5 points) –Restoration is feasible and likely to be sustainable over time, but some uncertainty exists as to the timeframe and potential funding for that restoration;*
- *Low scoring project (0-2 points) – Project has high restoration costs per acre and low certainty of timely, sustainable restoration.*

OPERATIONAL AND ADMINISTRATIVE CONSIDERATIONS

Acquisition Type:

Acquisitions in fee title that will be owned and managed by an organization that can provide dedicated conservation stewardship will be ranked higher than an acquisition of a conservation easement. Fee title acquisitions will score 5 points; conservation easement acquisitions will score between 1 and 3 points depending on project characteristics and proposed easement provisions. Conservation easements that propose acquiring full management control and expanded property rights will score higher.

Score: Fee Title Acquisition – 5 points, Conservation Easement – 1- 3 points

Considerations – The TRT will consider the following components of the proposed conservation easement:

- *Level of certainty in the management control gained through the proposed conservation easement, including what party is responsible for stewardship and restoration (landowner or CE holder) with consideration of the ability of the CE holder to handle management responsibilities;*
- *Working lands and associated management;*
- *Level of certainty regarding what rights will be acquired or reserved through the conservation easement, such as public access, timber rights, agricultural use, potential use of herbicides and other tools, etc.;*
- *Presence of any distinct parcels, zones, or building envelopes; and*
- *Number and types of existing easements affecting the property.*
- *A high-scoring conservation easement project would include high levels of management control gained through the easement, the CE holder is responsible for stewardship and restoration, clearly-defined working lands agreements and building parcel arrangements, and rights to resource values protected. Conservation easements where a landowner retains most control and has reserved many rights will be scored lower.*

Public Access:

Providing public access is a WWMP objective. This criterion will be evaluated based on public access proposed for the property, as well as the conservation owner/manager's organizational capacity to manage the proposed access, consistent with conservation values.

Score: 0-7 points

Considerations – The TRT will consider the following:

- *Level of proposed public access proposed for the property;*
- *Timeframe of when public access will be allowed (if there will be a period of stabilization prior to access being allowed);*
- *Consistency of proposed access with the project's conservation values;*
- *Size of the property, recognizing that larger sites may have more opportunity for public access;*
- *Justification for limiting public access; and*
- *The conservation owner/manager's organizational capacity to manage the proposed access, including how that capacity relates to the sponsor's O&M funding request.*
- *Scoring categories:*
 - *(6 - 7 points) Conservation owner/manager proposes full public access consistent with the project's conservation values (full access or access by permit without restrictions), and the conservation owner/manager must demonstrate high capacity to manage the proposed access. Full public access could include year-round trails and viewing sites.*
 - *(4 - 5 points) Conservation owner/manager proposes significant public access with seasonal restrictions and/or incorporates designated trails/viewing areas to minimize impacts to sensitive wildlife habitat). Conservation owner/manager must demonstrate adequate organizational capacity to manage access.*
 - *(2 – 3 points) Conservation owner/manager proposes limited public access including adequate justification for limiting public access. Conservation owner/manager must demonstrate adequate organizational capacity to manage access.*
 - *(1 point) Conservation owner/manager proposes minimal access (i.e., a few tours per year), indicates uncertainty in when public access will be provided, or the conservation owner/manager has limited or uncertain organizational capacity to manage the proposed access.*
 - *(0 points) Project is closed to public access, or the conservation owner/manager lacks the capacity to manage public access.*

Long Term Operations & Maintenance (Stewardship):

Evaluation under this criterion should focus on demonstrated fiscal capacity, staffing and presence in the Willamette Basin of the conservation landowner at a level sufficient to fund baseline stewardship

expectations (see Operations and Maintenance ODFW Baselines – November 13, 2012), in order to maintain WWMP investments in wildlife habitat values for decades to come. Costs will vary significantly depending on the specific site. However, applicants will be expected to delineate the source of long-term stewardship funding and provide a detailed description if the projected expense deviates significantly from the current ODFW baseline rate. Proponents should not include restoration activities or cost estimates in their stewardship request and description.

Applicants should make a good faith effort to project the needs and annual cost for long-term stewardship of the site post-restoration to maintain habitat benefits in perpetuity. Information from sponsors should include anticipated costs to maintain specific habitat types.

Sponsors should provide clarity on how working lands, rentals, or other assets will be integrated into stewardship funding, and how such assets relate to habitats/acreage protected and the stewardship request.

The conservation owner must have a viable plan to fund and support annual maintenance requirements of the site. Assessment of long-term stewardship needs should focus on the long-term owner of the conservation interest in the property, which in some cases may not be the same entity as the applicant for acquisition funding. The criteria for evaluation of projects based on long term stewardship funding will be based on the following:

- a) The conservation landowner has a plan for securing funds to maintain the property's habitat values in perpetuity
- b) The conservation landowner has the organizational capacity, funding, expertise, and partnerships to maintain the property's habitat values in perpetuity.

Score: 0-8 points

Considerations - The TRT will consider the following:

- *Level of stewardship funding provided by the sponsor;*
- *Confidence in sponsor's organizational capacity, funding, and expertise.*
- *A high-scoring project would include the sponsor providing substantial (i.e., more than 75% of baseline) funding with a high level of confidence in long-term stewardship capacity; a low-scoring project would have owner/manager capacity concerns and require more than 75% of stewardship funding from the WWMP.*

Conservation Owner/Manager Capability:

Evaluation under this criterion should focus on the identified conservation owner, and evaluate that owner's demonstrated history of technical, organizational, and financial capacity to implement the proposed acquisition and potential restoration (including ecological systems, scale, expense) through engagement of professional staff, expertise, partnerships, and funding. Evaluation should also consider the sponsor's operational capacity to complete the due diligence and transaction process in a timely manner.

Score: 0-5 points

Considerations – The TRT will consider the following:

- *Conservation owner/manager's capacity to manage any restoration and land management activities, as demonstrated by a history of completing similar projects (ecological systems, scale, expense) through engagement of professional staff, expertise, partnerships, and funding on a regular and recurring basis;*
- *A high-scoring project would have a high-capacity conservation owner/manager with a strong history of completing and managing similar projects; a low-scoring project would have a conservation owner/manager with limited history of successfully completing similar projects.*

Project Readiness:

Evaluation under this criterion will be completed by the Readiness Assessment Team through the Readiness Assessment process described in Section 5 of this Program Administration Manual. The Readiness Assessment Team will consider indicators of the project's readiness (recent surveys, appraisals, current landowner statements, prepared restoration plans, etc.), as included in the application and assessed using the Readiness Assessment Form and Readiness Interview.

Score: 0-4 points

Considerations – The Readiness Assessment Team will consider the following:

- *Applicant's capacity to complete acquisition transaction and due diligence steps within Program timeline as indicated through the Readiness Assessment Form, documentation provided by the applicant, and discussion during the Readiness Interview;*
- *Realty information, title details, water rights and status, environmental assessment information, and other property information provided by the applicant;*
- *A high-scoring project would have a clear path for completing the acquisition due diligence and transaction within Program timelines; a low-scoring project would have indication of anticipated transaction issues that are not likely to be overcome within the Program timeline.*

Cost and Cost Share:

Project sponsors must provide completed application materials that include reasonable cost and acreage estimates. Documentation of how estimates were obtained will assist in evaluating proposals. These documents should specify acreage, structures, easements, leases, improvements, and other specific information that would allow an assessment of the costs and other criteria used to evaluate projects. The application must specify overall cost, cost per acre, and include acreage or value estimates for any portion of the proposed purchase that is not or will not be fish or wildlife habitat (i.e. farm land that will not be restored, structures on property, the proposed use of structures after conservation purchase, etc.). Projects will be ranked higher for higher percentages of project dollars going to purchase actual habitat.

The cost to the WWMP is the cost to be used to calculate this criterion, and includes acquisition costs, allowable transaction costs, and any O&M requests; however, sponsors that have identified partner funding may receive additional points, as indicated, based on the contribution to the program and the reduction in per acre cost to the program. Sponsors must indicate on the application their estimate of the likelihood of securing any partnership funding indicated.

Score: 0-9 points

Considerations – Cost and cost share points are dependent on the cost per acre to the Program, as well as cost share provided by the sponsor. Costs included in estimates for this criterion should include acquisition costs, due diligence costs, and stewardship costs. They should not include restoration costs, nor in-kind contributions unless they would lower costs to the WWMP.

- *0 points – Program cost per acre is more than \$8,000 per acre and no cost share is provided;*
- *1 point – Program cost per acre is more than \$8,000 per acre; sponsor provides less than 30% of total project cost through unsecured cost share;*
- *2 points – Program cost per acre is more than \$8,000 per acre; sponsor provides less than 30% of total project cost through secured cost share or more than 30% through unsecured cost share;*
- *3 points – Program cost per acre is more than \$8,000 per acre; sponsor provides over 30% of total project cost through secured cost share;*
- *4 points – Program cost per acre is between \$4,000 and \$7,999 per acre; sponsor provides less than 30% of total project cost through unsecured cost share;*
- *5 points – Program cost per acre is between \$4,000 and \$7,999 per acre; sponsor provides less than 30% of total project cost through secured cost share or more than 30% through unsecured cost share;*
- *6 points – Program cost per acre is between \$4,000 and \$7,999 per acre; sponsor provides over 30% of total project cost through secured cost share.*

- *7 points – Program cost per acres is less than \$4,000 per acre; sponsor provides less than 30% of total project cost through unsecured cost share;*
- *8 points – Program cost per acres is less than \$4,000 per acre; sponsor provides less than 30% of total project cost through secured cost share or more than 30% through unsecured cost share;*
- *9 points – Program cost per acres is less than \$4,000 per acre; sponsor provides over 30% of total project cost through secured cost share.*

REFERENCE DOCUMENTS

This following is a compilation of key references that can be used to evaluate projects and are generally considered to be the best currently available. Once selected, the list will not be changed unless an updated version becomes available from the originating entity, or the agreement partners (ODFW, BPA, or NOAA Fisheries for fish documents) concur that a new document should be included. A species list of fish, wildlife, and plants will be derived from these documents and utilized for assessments wherever “species” or “habitats” are mentioned in the criteria.

Classification of Native Vegetation of Oregon. 2004, J.S. Kagan, J.A. Christy, M.P. Murray, and J.A. Titus. 52 pp. ORBIC. Available online at:

http://oregonexplorer.info/data_files/OE_topic/wetlands/documents/pclist_2004.pdf

Columbia River Estuary ESA Recovery Plan Module for Salmon & Steelhead. NOAA Fisheries, 2011. 260 pp. Available online: <https://repository.library.noaa.gov/view/noaa/17401> (PDF 7.1 MB).

Combined Habitat Assessment Protocols – CHAP 2011. 2011, Northwest Habitat Institute. 29 pp. More information available online at: <https://www.habitatinstitute.org/scientific-method/chap/>

Native Wetland, Riparian, and Upland Plant Communities and Their Biota in the Willamette Valley, OR. 1996, 58 pp. J.H. Titus, J.A. Christy, D. VanderSchaaf, J.S. Kagan, E.R. Alverson. Available online:

https://ir.library.oregonstate.edu/xmlui/bitstream/handle/1957/786/WVEPA_orig-1.pdf?sequence=1 (PDF 143 KB).

Oregon’s Comprehensive Wildlife Strategy, 2006. Oregon Department of Fish and Wildlife, 2006. 367 pp. Available online at <http://www.dfw.state.or.us/conservationstrategy/>

Oregon Conservation Strategy. ODFW. 2016. Salem, OR. Available online at <https://www.oregonconservationstrategy.org/>.

Upper Willamette River Conservation and Recovery Plan for Chinook Salmon and Steelhead. ODFW and NMFS. 2011. 446 pp. Available online at

https://www.dfw.state.or.us/fish/CRP/docs/upper_willamette/UWR%20FRN2%20Mainbody%20final.pdf (PDF 3.34 MB).

Wildlife Habitat Relationships in Oregon and Washington. 2001, 768 pp. Johnson, D. H. and T. A. O'Neil. Oregon State University Press.

Willamette River Basin Flood Control Project Biological Opinion. NOAA National Marine Fisheries Service. 2008. 1,271 pp. Available at: <https://media.fisheries.noaa.gov/2021-11/willamette-2008-biological-opinion.pdf>

Willamette Basin Ownership and Conservation Areas. The Nature Conservancy. 2010. Available online at http://www.dfw.state.or.us/conservationstrategy/docs/532_BellWVrefmap.pdf (PDF 12.3 MB).

Willamette Basin Restoration Priorities: Watershed Summary. Oregon Watershed Enhancement Board and Willamette Basin Watershed Council. 2005. 156 pp.

Willamette River Basin Atlas: Trajectories of Environmental and Ecological Change. Hulse, Gregory, and Baker. Pacific Research Consortium. 2002. 192 pp.

Willamette River Project Selection Criteria. Willamette Action Team for Ecosystem Restoration (WATER) Habitat Technical Team (HTT). Oregon Watershed Enhancement Board. 2010. 68 pp. Available at: <https://www.nwcouncil.org/fs/18269/200901200.pdf>.

US Fish and Wildlife Service Recovery Plan for Prairie Species (and updated location information). US Fish and Wildlife Service, 2010. 255 pp. Available at: https://ecos.fws.gov/docs/recovery_plan/100629.pdf.

Northwest Power and Conservation Council, 748 pp. Primozich, D, Bastasch, R. Available online at <https://www.nwcouncil.org/subbasin-plans/willamette-subbasin-plan> (PDF 7MB).

Willamette River Basin Memorandum of Agreement Regarding Wildlife Habitat Protection and Enhancement between the State of Oregon and the Bonneville Power Administration. 2010. 72 pp. Available at: https://www.dfw.state.or.us/habitat/WWMP/docs/Memo_of_Agreement.pdf (3.8 MB).

SECTION 4 – PROJECT IMPLEMENTATION POLICIES AND GUIDELINES

PROPERTIES WITH EXISTING PROTECTION

The WWMP will not consider properties already protected by conservation easements or other similar restrictions unless the applicant can demonstrate that the acquisition (of fee or additional easement) adds to the existing protections and provides significant value to fish and wildlife habitat in perpetuity.

PROJECT AMENDMENT POLICY

If there is a change in size (number of acres) or cost of a project after recommendation, but before closing, the sponsor must submit an amendment request to ODFW. This request should outline the proposed change(s), including change in proposed acreage, proposed cost to the Program, and justification behind those changes. Changes in cost categories need to be documented through the amendment process, even if the overall project cost does not change.

- For example, if the acquisition costs remain the same as proposed but the appraisal reveals fewer acres than proposed, the cost per acre increases. Similarly, cost per acre increases when price increases and property size remains the same or decreases.

For size changes or cost per acre increases within 10% of the original request or acreage proposed, ODFW, in consultation with BPA staff, will review the proposed changes and make a recommendation on funding. Considerations will include funding availability, impact to conservation values, and any relevant comments from the proposal review by the TRT and WAG.

For changes in acreage or cost per acre increases beyond 10% of the original funding request or acreage proposed, the WAG Amendment Subgroup will review the proposed changes and make a recommendation to ODFW on the proposed amendment. Considerations will include funding availability, impact to conservation values, and any relevant comments from the proposal review by the TRT and WAG. The WAG Amendment Subgroup's recommendation will be shared with BPA and documented with a memo to file.

COSTS PAID BY THE PROGRAM

WWMP funding can be used to pay acquisition costs (up to the "Yellow Book" appraised value), long-term stewardship costs (up to the \$78/acre amount detailed in Appendix E), and some due diligence costs. **Costs must be requested in the application to be eligible for reimbursement through the program.**

The WWMP will reimburse some due diligence costs for successful projects at the time of closing if those costs were requested in the project application and they are allowable costs. These costs cannot

be reimbursed until closing, so the project sponsor must pay for them initially. *The costs will not be reimbursed if the project does not close.* Invoices must be submitted for reimbursement.

Allowable due diligence costs include:

- Preliminary title report
- Appraisals – All appraisals must meet the requirements of the Uniform Standards for Federal Land Acquisition (SASFLA), also known as the “Yellow Book”.
- Surveys – BPA requires a survey for all projects unless recent survey information is available. Coordinate with BPA prior to requesting a survey to ensure it is necessary, and/or to determine whether an existing survey will meet program needs. Surveys will only be reimbursed if required by BPA.
- Closing costs - The WWMP will cover “typical and customary” closing costs for the buyer’s side only.
 - Acceptable closing costs may include:
 - ½ an escrow fee
 - Deed recording fees - recording the deed to the sponsor and the CE to BPA
 - Title insurance (although often this is a seller paid cost)
 - E-filing fee
 - Courier fee
 - COS recording fee (also often a seller paid cost)
 - The WWMP will not reimburse costs for:
 - Taxes – property taxes - current, delinquent, prorated etc.
 - Taxes – excise taxes
 - Taxes – removal from a tax use classification
 - Commissions
 - Lien removal
 - Reconveyance fees
 - HOA dues
 - Hazard insurance
 - Inspection fees

BPA staff is available to perform the phase I environmental assessment for WWMP-recommended projects. If a sponsor would like an environmental assessment performed by an outside contractor, that expense is not reimbursable.

If you have questions regarding allowable costs, please contact WWMP program staff prior to committing funds.

BONNEVILLE POWER ADMINISTRATION'S ACQUISITION DESKBOOK

The Fish and Wildlife Lands Deskbook helps guide internal BPA staff in acquiring, managing, monitoring, and protecting real property interests for the benefit of fish and wildlife. The deskbook was developed for internal agency use and is subject to change without notice. It can be found at:

<https://www.bpa.gov/-/media/Aep/environmental-initiatives/fish-wildlife/20161117-fish-and-wildlife-lands-deskbook.pdf>

CONSERVATION EASEMENT TEMPLATE AND REVIEW

All acquisitions in fee or by easement must include provisions for permanent protection and enforcement of those protections. The property owner must grant the United States of America a conservation easement which will be under the jurisdiction and control of BPA. Some details of the easement may be negotiated between BPA and the property owner, with ODFW review for program consistency. A template conservation easement to be used on acquisitions through this program is provided in Appendix B. A modified template is used for tribal projects through this program. Please contact WWMP staff for details. A template Baseline Documentation Report is provided in Appendix C. The Baseline Documentation Report records conditions of the Protected Property at the Effective Date of the Conservation Easement and its acknowledgement is required for the Conservation Easement.

PROJECT PROGRESS ASSESSMENTS

After projects are recommended for funding, ODFW and BPA will conduct regular assessments of project progress through monthly check-in calls during the first six months of the federal fiscal year, or as long as needed. The purpose of these assessments is to track project progress; assist with identified issues when possible; and increase the likelihood of successfully closing projects by the deadline. Assessments may be performed independently by ODFW WWMP staff, or in concert with BPA's regularly scheduled project realty team conference calls.

By December 1st of the year following project funding recommendation, WWMP staff, in consultation with BPA, will assess sponsor progress towards meeting pre-acquisition deadlines, including:

- Is the project sponsor likely to meet BPA's January 1st appraisal submittal deadline?;
- Has progress been made toward resolving any boundary issues requiring survey?; and
- Has progress been made on resolving issues identified during BPA's Intake Call?

If WWMP staff, in consultation with BPA, determines that a project has not made adequate progress, WWMP staff will review progress with BPA and evaluate potential funding scenarios. Pending results of this review, a WAG subgroup will be convened to review project progress and funding scenarios and make a recommendation to ODFW regarding whether the project should remain eligible for WWMP funding. The WAG Subgroup's recommendation will be shared with BPA and documented with a memo to file.

PUBLICITY

Project products, such as reports and publications, should acknowledge funding by using the appropriate ODFW and BPA logos, and language identifying funding support through the WWMP. This includes any publicity about the funded project, including signage, brochures, newsletters, and website publications.

It is important that you contact BPA and ODFW staff before issuing any publicity or public statements about your acquisition.

Below is sample language acknowledging the WWMP and source of funding:

The Bonneville Power Administration and Oregon Department of Fish and Wildlife provided funding for the project through the Willamette Wildlife Mitigation Program. The funding to purchase the property was awarded through a competitive application process. The [PROJECT NAME] project was the second highest ranked project for the Willamette Valley in 2014, showing the importance of this investment for land conservation in our region.

The Willamette Wildlife Habitat Agreement, which created the funding program that funded the acquisition, was signed in October of 2010 between BPA and the state of Oregon. This 15-year agreement provides stable funding for wildlife habitat acquisitions for more than 26,000 acres in the Willamette Valley to offset the impacts of federal dams on the Willamette River and its tributaries, as required by the Northwest Power Act.

Please contact WWMP staff for the appropriate logos.

MANAGEMENT PLAN TEMPLATE AND REVIEW

Management plans must be developed for each fee title property within 18 months after closing. Properties which are protected by a conservation easement in the absence of fee title acquisition must have acknowledged management plans at the time of closing. A template management plan outline is

provided in Appendix D. The outline includes the topics that the management plan should address and that ODFW and BPA will review before accepting a draft plan. The outline should bring required elements together in a comprehensive manner to facilitate transparent management decision making. Use of the land management plan template is encouraged to aid efficient document development and review.

As stipulated in the conservation easement, project proponents must solicit and incorporate into the land management plan as appropriate the views of ODFW, as well as other interested natural resource management agencies, local governments, and interested parties. Grantor will submit documentation showing the nature and extent of such coordination with any draft plan to BPA and ODFW.

ODFW and BPA will review management plans prior to accepting. WWMP staff will contact project proponents to set up a site visit and a meeting with project sponsors within six months of a project closing. The purpose of this meeting is to discuss the purpose of the acquisition and site conservation values, as well as the sponsor's management plan development process, and to determine appropriate review points with ODFW and BPA. Based on information in the project application and conservation easement, ODFW and BPA staff will review important issues to cover in the management plan. If other funders and partners are involved in management plan development, this meeting will provide an opportunity to coordinate the review process with these entities.

Frequent dialogue with ODFW and BPA during the land management plan development process is encouraged. ODFW and BPA will conduct concurrent reviews of the draft management plans at the appropriate review point(s) identified in the initial planning meeting. ODFW and BPA's review will include review for:

- Program consistency;
- Consistency with the WWMP application, conservation easement, and other negotiated agreements;
- Adequate level of detail to understand proposed management;
- Areas where technical assistance might be needed;
- Emerging issues;
- Opportunities for collaboration among projects; and
- Other project-specific management (i.e., infrastructure details, fencing plans, etc.).

Appendix I includes a list of Best Management Practices (BMPs) that may be appropriate for inclusion in management plans.

Once ODFW and BPA comments have been adequately addressed, BPA will conduct a final review by Fish and Wildlife Division, Realty, Legal, and Environmental Compliance staff. Once the review is complete, BPA will provide a letter of acknowledgement to the proponent. BPA's timeline for final review is approximately 6 months.

STEWARDSHIP FUNDING AND AGREEMENTS

The WWMP will fund stewardship costs associated with basic operations and maintenance of program properties. These funds should be requested at the time of application. ODFW has developed a stewardship limit of \$78 per acre annually. Recognizing that stewardship needs differ among properties, this amount is anticipated to cover typical stewardship needs on properties in the Willamette Valley. If you believe that your project will require stewardship funding different from this amount, include details and a complete explanation in the project application.

If stewardship funding is recommended as part of a project proponent's funding request, generally BPA will provide a lump-sum amount to be placed in a long-term investment account to generate funding for stewardship needs. For assistance in calculating O&M requests consistent with ODFW's baseline stewardship amount, please contact WWMP staff. Details of stewardship funding and associated reporting requirements will be detailed in a project-specific stewardship agreement between the project proponent and BPA.

Background information on ODFW's baseline stewardship (operations and maintenance) figure is provided in Appendix E. An annual review of assumptions and analysis of the appropriate baseline O&M amount as referenced in Appendix E has not occurred. To ensure available funds for acquisition in the later years of the WWMP, stewardship funding will continue to be calculated using an interest rate of 4.79%. When market interest rates are less than 4.79%, realized return on the stewardship lump sum investment will be less than the requested dollar per acre amount. Template stewardship agreements (for both Conservation Easement and Fee Title acquisitions) are provided in Appendix F.

MONITORING

ODFW has developed a monitoring program with four general goals:

- Track implementation of the WWMP and progress towards meeting the minimum acreage goal (16,880 acres) over the 15-year agreement;
- Ensure compliance with easement conditions as part of BPA's compliance monitoring program;
- Track habitat conditions on program properties; and
- Inform adaptive management of program implementation and project selection criteria.

By applying for funding through the WWMP, project proponents acknowledge ODFW's interest in monitoring conditions on program properties. ODFW will work cooperatively with project proponents to schedule monitoring activities and share any data gathered. Monitoring will be coordinated through

BPA consistent with the terms of the conservation easement and separate agreements between ODFW and BPA.

SECTION 5 – PROJECT APPLICATION INSTRUCTIONS

PROJECT APPLICATION

The FY 2026 project application is available on the WWMP application website at: <https://nrimp.dfw.state.or.us/WWMP/>. The application is a web-based form that contains fields to be completed or pull-down menus that will autofill as they are completed. A Microsoft Word version of the application is available to assist with application preparation; however, **the application must be submitted via the online application website**. Please contact WWMP staff for the Word version of the application.

Please consult the Project Selection Criteria (Section 3 of this document) for information on how your project will be evaluated. Consider these criteria carefully when completing your application. For more information on the Oregon Conservation Strategy (OCS), including Strategy Habitats and Strategy Species, please consult the OCS website: www.oregonconservationstrategy.org.

The WWMP application requires several attachments, listed in the application form. For assistance in obtaining letters of support from local biologists, please consult ODFW's list of Willamette Basin Wildlife and Fish Biologists:

https://www.dfw.state.or.us/habitat/WWMP/docs/WILDLIFE_DISTRICT_BIO_for_WWMP_application.pdf.

If you need assistance with the application form, please contact WWMP staff at odfw.wwmp@odfw.oregon.gov.

SUBMITTAL INSTRUCTIONS

With adequate lead time, WWMP staff is willing to review your application prior to submittal. When the application is complete and still in draft form, please email WWMP staff at odfw.wwmp@odfw.oregon.gov and let us know you would like a review.

Please follow the submittal instructions through the online application.

READINESS ASSESSMENT

After applications are received by ODFW, WWMP staff will contact the project sponsor to schedule a readiness assessment. This assessment is completed by ODFW and BPA realty staff. The assessment includes a series of questions regarding the proposed project, necessary due diligence steps, and realty information. The results of this assessment will be provided to the Technical Review Team for their consideration during project evaluation. The readiness assessment questions are included in Appendix G.

SECTION 6 – ADDITIONAL PROGRAM INFORMATION

POTENTIAL PROJECT SPONSORS

This list of potential project sponsors is not meant to be exhaustive, but includes entities known to have interest in land or habitat protection projects in the Willamette Basin. Please contact WWMP staff if your entity should be added to this list.

Name	County or area of interest	Contact
Center For Natural Lands Management	Entire Willamette basin	Deborah Rogers, 760-731-7790 drogers@cnlm.org
Clackamas Soil and Water Conservation District	Clackamas County	Jason Faucera, 503-210-6013 jfaucera@conservationdistrict.org
Columbia Land Trust	Columbia, Washington, Clackamas, Multnomah, Yamhill	Jen Zarnoch, 360-696-0131 jzarnoch@columbialandtrust.org
Confederated Tribes of Grand Ronde	Entire Willamette basin	Lawrence Schwabe, 503-879-2395 Lawrence.Schwabe@grandronde.org
Confederated Tribes of Siletz	Entire Willamette basin	Josh Seekatz, 541-444-8308 josh@ctsi.nsn.us Stan van de Wetering, 541-351-0126 stanvandewetering@yahoo.com
Confederated Tribes of Warm Springs	Entire Willamette basin	Jeff Hogle, 503-305-6942 jeff.hogle@ctwsbnr.org
Ducks Unlimited	Entire Willamette basin	Kelly Warren, 360-334-2338 kwarren@ducks.org
Greenbelt Land Trust	Benton, Linn, Marion, Polk, Lane	Claire Fox, 541-207-2876 cfox@greenbeltlandtrust.org
McKenzie River Trust	Lane, Linn	Eli Tome, 541-345-2799 eli@mckenzieriver.org
METRO	Multnomah, Clackamas, Washington	Shannon Leary shannon.leary@oregonmetro.gov
Oregon Department of Fish and Wildlife	Entire Willamette basin	Justine Brumm, 541-799-4556 justine.a.brumm@odfw.oregon.gov
Oregon Department of Forestry	Entire Willamette basin	Contact local Stewardship Forester: https://www.oregon.gov/odf/working/Pages/findaforester.aspx
Oregon Watershed Enhancement Board	Entire Willamette basin	Miriam Forney, 971-345-7023 miriam.forney@oweb.oregon.gov
Polk Soil and Water Conservation District	Polk	Kevin Porter, 503- 623-9680 Manager@polkswcd.com

Trust for Public Land	Entire Willamette basin	Kristin Kovalik, 541-668-4390 kristin.kovalik@tpl.org
The Wetlands Conservancy	Entire Willamette basin	Katie Ryan, 503-227-0778 katieryan@wetlandsconservancy.org
US Fish and Wildlife Service	North Willamette Valley (Tualatin and Wapato Refuge Areas)	Larry Klimek, 503-625-5944 larry_klimek@fws.gov
US Fish and Wildlife Service	South Willamette Valley	Damien Miller, 541-757-7236 Damien_miller@fws.gov
Western Rivers Conservancy	Entire Willamette basin	Josh Kling, 503-241- 0151 jkling@westernrivers.org
Yamhill Soil and Water Conservation District	Yamhill County	Amie Loop-Frison, 503-472-6403 amie@yamhillswcd.org

SECTION 7 – APPENDICES

APPENDIX A: MEMORANDUM OF AGREEMENT ESTABLISHING THE WILLAMETTE WILDLIFE MITIGATION PROGRAM

'The Willamette River Basin Memorandum of Agreement Regarding Wildlife Habitat Protection and Enhancement between the State of Oregon and the Bonneville Power Administration, October 22, 2010' can be found on ODFW's WWMP website at the following link:

https://www.dfw.state.or.us/habitat/WWMP/docs/Memo_of_Agreement.pdf

APPENDIX B: TEMPLATE FEE TITLE ACQUISITION WITH CONSERVATION EASEMENT TO U.S.

AFTER RECORDING, RETURN TO:

Bonneville Power Administration
Real Property Services, TERR
Re: **[Insert BPA Tract No.]**
P.O. Box 3621
Portland, OR 97208-3621

DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT is executed by *[Insert name of sponsor, description of sponsor, and address of sponsor]* (“Grantor”), in favor of the United States of America (“United States” or “Grantee”), acting by and through the Department of Energy, Bonneville Power Administration (“BPA”), headquartered in Portland, Oregon, at P.O. Box 3621, Portland, OR 97208-3621. The Grantor and Grantee may individually be referred to as “Party” and collectively referred to as the “Parties.”

I. RECITALS

- A. BPA is a power-marketing agency having legal obligations under the Pacific Northwest Electric Power Planning and Conservation Act, 16 U.S.C. §§ 839-839h (“**Northwest Power Act**”), to protect, mitigate, and enhance fish and wildlife, including related spawning grounds and habitat, affected by the development and operation of Federal hydroelectric projects of the Columbia River and its tributaries, in a manner consistent with the purposes of the Northwest Power Act, the Fish and Wildlife Program adopted by the Pacific Northwest Electric Power and Conservation Planning Council under subsection 4(h) of the Northwest Power Act (16 U.S.C. § 839b(h)), and other environmental laws, including the Endangered Species Act, 16 U.S.C. §§ 1531-1544 (“**ESA**”). BPA has the authority pursuant to the Northwest Power Act, 16 U.S.C. §§ 839b(h) and 839f(a), the Federal Columbia River Transmission System Act, 16 U.S.C. § 838i(b), and the Bonneville Project Act, 16 U.S.C. §§ 832a(c) through (f), to acquire real estate or to assist in the acquisition and transfer of real property interests.
- B. Grantor is *[insert grantor description]*.
- C. BPA and the State of Oregon, acting through the Oregon Department of Fish and Wildlife (“**ODFW**”), entered into a programmatic Memorandum of Agreement, dated October 22, 2010 (“**MOA**”), in which BPA agreed to fund the acquisition of real property interests (fee title or conservation easements) to permanently protect and enhance important fish and wildlife habitat in the Willamette Basin, where it either currently exists or at one time existed, in

exchange for the State of Oregon supporting BPA’s partial fulfillment of Northwest Power Act and ESA obligations and supporting the conveyance of perpetual conservation easements (for fee title acquisitions) or third party rights of enforcement, entry, and inspection (for conservation easement acquisitions) to the United States of America and its assigns.

- D. BPA, in accordance with the mutual commitments of the MOA, a copy of which is available from the BPA Manager, Real Property Services, P.O. Box 3621, Portland, OR 97208-3621, provided funding to the Grantor to acquire fee title ownership of certain real property commonly referred to as the [*Insert the name of the property as used in the acquisition process (not including the landowner’s name, e.g., “West Creek Ranch Property”*)] (“**Protected Property**”), located in [*Insert the name of the city and county where the property is located*], Oregon. The Protected Property has important features that help BPA meet its statutory obligations to the public under the Northwest Power Act and other environmental laws, and Grantor now intends to convey a perpetual conservation easement to the United States.

Now, therefore, the Parties agree as follows:

II. AGREEMENT

- A. **Conveyance and Consideration.** The Grantor, for and in consideration of the funding in the amount of (*Insert the dollar amount provided by BPA for the purchase of the property*) in U.S. dollars which BPA provided to acquire fee title ownership of the Protected Property, hereby voluntarily conveys and warrants to the United States of America and its assigns a perpetual easement for conservation purposes (“**Conservation Easement**”) in, over, under, upon and across the Protected Property, legally described in **Exhibit A** (Legal Description)[*Note: the legal description must include a description of any water rights accompanying the property in the transaction*] and shown in **Exhibit B** (Map), together with the right of access and entry, created and implemented under applicable state and federal law, and creating an interest in real property intended to be a conservation easement under O.R.S. §§ 271.715-795. The Parties intend this Conservation Easement to be a perpetual and irrevocable easement in gross, and further intend that its terms and conditions, set forth below, create equitable servitudes and covenants running with the land, binding the Grantor and the Grantor’s successors and assigns for the benefit of the United States.
- B. **Purpose.** The purpose (“**Purpose**”) of this Conservation Easement is to protect and conserve, and as appropriate, to allow for the restoration or enhancement of the “**Conservation Values**” (described in Section II.C, below) of the Protected Property. As such, the Purpose of this Conservation Easement includes the prevention of any use of the Protected Property that will materially harm or materially interfere with any of the Conservation Values of the Protected Property. The Grantor intends that this Conservation Easement will confine the use of the Protected Property to activities that comply with the Conservation Easement, including the final Management Plan

(described in Section II.G). BPA shall have the right, but not the obligation, to enforce any and all terms of this Conservation Easement. The Grantor shall only conduct activities on the Protected Property which are consistent with this Conservation Easement. In the event that there is a conflict between the Grantor's uses or activities and the Conservation Easement shall be construed broadly and shall prevail over any conflicting uses or activities of the Grantor.

C. Conservation Values. The Protected Property, in its present state, comprises approximately *[insert number of acres]* including *[insert summary of important habitat or other features, e.g., "riparian forest, floodplain, and side channel habitat important to ESA-listed fish species" and/or "Oregon Conservation Strategy ("OCS") species"]*. The Parties agree that the Protected Property includes other important species, habitat, and ecosystem attributes. The Conservation Values of the Protected Property that currently exist specifically include the following, recognizing that such Conservation Values may periodically fluctuate or trend toward long-term change, due to natural events such as wildfire, floods, interdecadal climate events, and long-term climate change, as well as human-initiated enhancement or restoration actions:

1. **Species.** *[Insert important species, including but not limited to Oregon Conservation Strategy Species, on or targeted for the property—specifically identify the ESU for any BiOp]*
2. **Habitat.** *[Insert important habitat types—If restoration or enhancement work is expected, briefly mention the opportunity this property provides to do that work]*
3. *[Insert as applicable other features that made the property important to acquire for BPA's Fish/Wildlife program purposes, e.g., if it's adjacent or in close proximity to other protected habitats (where subheader would be "Ecological Context"), association with other planned restoration work (where subheader would be "Restoration Value"), etc.]*

D. Water Rights. *[If no water/water rights accompany the purchase, state "There are no water rights appurtenant to the Protected Property at the time of acquisition." If water/water rights accompany the purchase, then note the nature of the water right (i.e., groundwater, surface water, reservoir right), purpose of use, volume, the known specifics (well number, permit number, or certificate number, priority date (etc.)), and how the Grantor will manage the water – either by (1) preserving and using those rights to benefit the conservation values and any restoration, including information on water delivery system and how Grantor will prevent abandonment (including future plans to lease or permanently transfer surface water rights instream for the benefit of fish and wildlife), or (2) permanently transferring or leasing surface water rights instream for the benefit of fish and wildlife as part of the transaction for acquisition (i.e., one of the conservation values will then be "Protected Water").]* To the extent Grantor has or after-acquires water rights, Grantee shall ensure that the Grantor shall not abandon any of the water rights appurtenant to

the Protected Property by virtue of non-use and that the Grantor may not transfer, change the point of diversion, change the purpose of use, or otherwise significantly change any Protected Property water right without receiving prior written approval from BPA. *[Note that this language may be adjusted depending on the property-specific water information and discussions associated with Section I.D]*

- E. Baseline Documentation.** The Grantor and BPA agree that the characteristics and conditions of the Protected Property at the Effective Date (Section II.W) are documented in a “**Baseline Documentation Report**,” signed and acknowledged by the Parties in **Exhibit C** (Acceptance and Acknowledgment of Baseline Documentation Report) and kept on file with the Parties.
- F. Reserved Uses.** The Grantor reserves, for itself and its successors and assigns, the right to use the Protected Property in any and all ways which are consistent with the Purpose of this Conservation Easement and which are not otherwise prohibited by this Conservation Easement, including but not limited to: the right to record title; the right to convey, transfer, and otherwise alienate title to these reserved rights in accordance with Sections II.K(14) and II.P; the right of quiet enjoyment of the rights reserved in Protected Property; and the right to prevent trespass and control access.
- G. Management Plan.** Within 18 months after the Effective Date, the Grantor shall develop a Management Plan for the Protected Property to describe the uses and activities that the Grantor expects to undertake or allow to be undertaken on the Protected Property, including any restoration, enhancement, or operation and maintenance activities, or any other activities or uses. The Grantor shall include in the Management Plan any limitations or prescriptions for these uses and activities necessary to ensure the fulfillment of the Purpose of this Conservation Easement. The Grantor shall also identify in the Management Plan the allowable use and access by the public of the Protected Property if public access is deemed appropriate (see Section II.H).

In developing the draft Management Plan, Grantor will solicit and incorporate as Grantor deems appropriate the views of ODFW, as well as other interested natural resource management agencies, local governments, and parties. Grantor will submit documentation showing the nature and extent of such coordination with any draft Management Plan to BPA and ODFW. BPA shall review that Plan and any proposed amendments for conformance with the MOA, this Conservation Easement, and applicable laws and regulations. BPA must review and approve the Management Plan or any amendments prior to its finalization and implementation for consistency with the Purpose of the acquisition and this Conservation Easement. The Grantor shall make the final Management Plan, and any final amendments, available to the public.

- H. Public and Tribal Access.** The Grantor shall provide reasonable access to the Protected Property to the general public and tribal or indigenous people, unless the Grantor and BPA determine such access may materially harm or interfere with one or

more of the Conservation Values of the Protected Property. The Grantor will address access to the Protected Property in the Management Plan or Land Use Agreement to be reviewed and approved by BPA.

I. Annual Report. The Grantor shall annually submit a report to BPA that describes, at a minimum any: changes in real property interests (including water rights) in the Protected Property; uses or activities undertaken, in progress, or planned; potential issues with or threats to the Conservation Values; and actions taken relating to Grantor's ownership of the Protected Property and obligations under this Conservation Easement, such as preventing Prohibited Uses, controlling public access, and managing the Protected Property consistent with the final Management Plan. The Grantor shall provide the first annual report by April 15th occurring after the Effective Date, and then annually by April 15th thereafter, unless otherwise agreed by BPA. The template for the annual report may be obtained from BPA.

J. Rights Conveyed to Grantee

1. General Rights. The Grantor has conveyed this Conservation Easement to the United States. BPA is the acquiring federal agency having jurisdiction and control over this Conservation Easement. Subject to valid existing rights of record and those rights specifically reserved to the Grantor, all development rights associated with the Protected Property are vested in Grantee. In addition to any other rights granted to the Grantee pursuant to this Conservation Easement, Grantee has the right to:

- a. Access and inspect the Protected Property at all reasonable times upon reasonable notice (which may be by phone or electronic mail) to assure compliance with this Conservation Easement;
- b. To access the Protected Property upon reasonable notice (which may be by phone or electronic mail) to survey the fish and wildlife habitat and evaluate the status of the Conservation Values;
- c. Prevent any activity on the Protected Property inconsistent with this Conservation Easement, and to require the restoration of areas or features of the Protected Property that are damaged by any inconsistent activity; and
- d. ***[Note that this language may be adjusted depending on the property-specific water information and discussions associated with Section I.D]*** Should the Grantor fail to do so, to retain and maintain the right to use any and all of the water rights associated with the Protected Property, and to protect those rights from threat of abandonment or forfeiture under relevant law; Grantee may, after providing 90 days advance written notice to the Grantor enter upon the Protected Property and take actions reasonably necessary to maintain the validity of the water rights.

2. Future Negotiations for Transmission Right-of-Way Easement. The Grantor conveys the following rights to the United States in exchange for funding fee title acquisition of the Protected Property: to construct, locate, operate, maintain, repair, reconstruct, upgrade, keep clear, access and patrol future transmission facilities including ancillary transmission communications facilities within the Protected Property at no additional cost for securing the transmission easement for these purposes. Should such a perpetual transmission easement be needed, the Parties shall negotiate the final terms and conditions of the transmission easement in a form substantially similar to **Exhibit D** (Form Transmission Easement). Such transmission easement shall not be presumptively precluded by the terms of this Conservation Easement. The Parties shall seek to negotiate terms and conditions of the transmission easement that reflect the Purpose of this Conservation Easement, and may include mitigation measures in accordance with the MOA or as otherwise identified as part of an environmental analysis for the transmission easement under the National Environmental Policy Act, ESA, or any other applicable laws. Transmission easements shall be for the sole purpose of transmission of electrical power and ancillary communications.

K. Prohibited Uses. The Grantor shall manage the Protected Property to protect its fish and wildlife habitat on behalf of BPA, preventing any and all uses of the Protected Property that are inconsistent with the Purpose of this Conservation Easement. Prohibited uses of the Protected Property include those specifically listed below. However, the Parties intend to prohibit any activity that may materially harm or materially interfere with one or more of the Conservation Values, and therefore the list identified below is not exhaustive.

Uses or activities otherwise prohibited under this Section II.K may be allowed but only if the use or activity is demonstrated by Grantor to be consistent with the Purpose of this Conservation Easement and any necessary limits or prescriptions are agreed to by BPA in advance by written agreement. If Grantor is uncertain whether an activity is consistent with the Purpose of the Conservation Easement, Grantor shall consult with Grantee, and the Grantee will document the results of the consultation.

1. *Residential, Commercial or Industrial Uses.* Any residential, commercial, or industrial uses of the Protected Property are prohibited, including timber harvesting, grazing of livestock, and agricultural production.
2. *Construction of Buildings, Facilities, Fences or Other Structures.* Construction of new buildings, facilities, fences or other structures is prohibited. Repair, maintenance, or replacement of existing buildings, facilities, fences or other structures identified in the Baseline Documentation Report are permitted at the same location and within the existing footprint of such structures. If existing fences are repaired or replaced, then the fences must be wildlife-friendly, which allow for the safe passage of wildlife, increased fence visibility, and wildlife access to food, shelter, and water.

3. *Utilities.* Except as provided for in Section II.J.2, the installation or relocation of new public or private utilities, including electric, telephone, or other communications services is prohibited. Existing utilities on, over, or under the Protected Property may be maintained, repaired, removed or replaced at their current location as that location is documented in the Baseline Documentation Report.
4. *Signs.* All signs, advertisements, and billboards of any nature are prohibited, except for no trespassing signs, for sale signs, signs identifying the owner of the Protected Property, signs identifying the Purpose of the Protected Property, and signs providing directions, public access rules, and other education content consistent with the Purpose of this Conservation Easement. Each permitted sign may not exceed 15 square feet in size.
5. *Waste.* Dumping, accumulating, or long-term storage of trash, refuse, waste, sewage, bio-solids, or other debris is prohibited.
6. *Mining.* The exploration, development, mining or extraction of soil, sand, loam, gravel, mineral, oil, gas, or other substance from the surface or subsurface of the Protected Property is prohibited.
7. *Topography.* Altering the existing topography of the Protected Property by digging, plowing, disking, or otherwise disturbing the surface or subsurface is prohibited.
8. *Watercourses/Wetlands.* Draining, dredging, channeling, filling, leveling, pumping, diking, impounding or any other alteration of any watercourses, ponds, seeps, bogs, springs, wetlands, or any seasonally wet area is prohibited, as is altering or tampering with existing water control structures or devices.
9. *Vegetation.* The cutting, trimming, shaping, killing, or removal of any vegetation is prohibited, except for invasive plant species. The prohibitions in this provision do not apply to maintenance of transmission easements as conveyed to the United States in Section II.J.2.
10. *Invasive Species.* The introduction, cultivation, or use of invasive plant or animal species on the Protected Property is prohibited.
11. *Roads and Impervious Surfaces.* Construction of new roads and paving of any existing road not paved or otherwise covered in an impervious material as of the Effective Date is prohibited. Existing roads identified in the Baseline Documentation Report may be maintained and repaired in their current condition and within their existing footprint as identified in the Report.
12. *Vehicle Use.* The use of motorized vehicles is prohibited, except as necessary to carry out activities agreed to by the Grantee, or for limited, de minimis, non-

commercial recreational uses such as hunting or bird watching if those activities are agreed-upon uses in the Management Plan.

13. *Subdivision.* The legal or “de facto” division, subdivision, partitioning of the Protected Property, or any attempt to convey the Protected Property except as a single property in its current configuration, which is documented in Exhibit A and shown in Exhibit B, is prohibited.
14. *Grant of Rights.* The granting of any property interest or rights in the Protected Property, including easements, permits, licenses, and leases, without the prior written agreement of the Grantee is prohibited. Grantee’s agreement is contingent on Grantee’s determination that the grant of interest or rights is consistent with the Purpose of the acquisition and this Conservation Easement.

L. Enforcement.

1. *Notice of Violation, Corrective Action.* If Grantee determines that the Grantor or its representatives, contractors, successors, or assigns violates or threatens to violate this Conservation Easement, and if such determination or dispute is not resolved by negotiation as set forth in Section II.M, Grantee will give written notice to the Grantor and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Protected Property resulting from any use or activity inconsistent with the Purpose, sufficient to restore the portion of the Protected Property so injured to its prior condition in accordance with a plan approved by Grantee.
2. *Grantor’s Failure to Respond.* The Grantee may bring an action as provided in Section II.L.3 if the Grantor fails to cure the violation within thirty (30) calendar days after receipt of a notice of violation, or under circumstances where the violation cannot reasonably be cured within such thirty (30) day period, fails to begin curing the violation within the thirty (30) day period and fails to continue diligently to cure such violation until finally cured.
3. *Grantee’s Action.* Grantee may pursue an action in a court having jurisdiction to enforce the terms of this Conservation Easement: (1) to enjoin the violation, ex parte as necessary, by temporary or permanent injunction; (2) to require the restoration of the Protected Property to the condition that existed prior to any such injury; and (3) to recover any damages to which it may be entitled for violation of the terms of this Conservation Easement. The remedies described in this paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing.
4. *Grantor’s Action.* In the event that the Grantor seeks a determination as to the legal meaning or effect of this Conservation Easement, or as to any alleged violation hereof by Grantee, and if such determination or dispute is not resolved

by negotiation set forth in Section II.M below, then the Grantor shall be entitled to bring judicial action in a court of competent jurisdiction.

5. *Emergency Enforcement.* Notwithstanding the provisions of Sections II.L.1 and II.L.2, if Grantee determines on the basis of substantial evidence that circumstances require immediate action to prevent or mitigate significant damage to one or more of the Conservation Values, Grantee may undertake reasonable actions to remove, eliminate or mitigate damages to the Protected Property. Grantee shall provide prior notice to the Grantor of such actions to the extent reasonably practicable and may seek Grantor participation in such actions, but may proceed with such actions without permission from the Grantor or without waiting for the Grantor to take any action.
6. *Role of Oregon Department of Fish and Wildlife.* Pursuant to the MOA and other agreements with BPA, the ODFW has the right, but not the obligation, to monitor compliance with this Conservation Easement.

M. Dispute Resolution. The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Conservation Easement by negotiation between executives or officials who have authority to settle the controversy.

N. Acts of God/Force Majeure. Nothing contained in this Conservation Easement entitles the Grantee to bring any action against the Grantor for any injury to or change in the Protected Property resulting from causes beyond the Grantor's control, including, without limitation, naturally caused fire, flood, storm, and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Protected Property resulting from such causes. Such excuse from performance will be allowed only if such catastrophic event or other event beyond the Grantor's control has caused a substantial degradation of the Conservation Values. The Parties shall make all reasonable efforts to resume performance promptly once the force majeure is eliminated.

O. Waiver. The failure of any Party to require strict performance of any term of this Conservation Easement or a Party's waiver of performance shall not be a waiver of any future performance or of a Party's right to require strict performance in the future.

P. Conveyance and Assignment. If Grantor chooses to convey the Protected Property, Grantor will first offer it at no cost as follows: first to ODFW or its assigns; if ODFW or its assigns decline, then to BPA. If ODFW or its assigns and BPA decline the Protected Property, then Grantor may assign or transfer its rights to another qualified entity, subject to BPA approval, which shall not be unreasonably withheld.

Upon conveyance of the Protected Property, the new owner must acknowledge the Conservation Easement, and the existing Management Plan would apply if and until the new owner develops a new plan that is reviewed and acknowledged by BPA.

If the Protected Property is conveyed to a tribe, identified in the MOA, then this Section II.P (Conveyance and Assignment) of this Conservation Easement would be replaced in full upon conveyance to a tribe identified in the MOA by the following provisions:

P. [Replacement] Conveyance and Assignment. If Grantor chooses to convey the Protected Property, Grantor will first offer it at no cost as follows: first to ODFW or its assigns; if ODFW or its assigns decline, then to BPA; and if BPA declines, then to the tribes identified in the MOA. If ODFW or its assigns, BPA and the other tribes decline the Protected Property, then Grantor may assign or transfer its rights to another entity, subject to BPA approval, which shall not be unreasonably withheld.

Upon conveyance of the Protected Property, the new owner must acknowledge the Conservation Easement, and the existing Management Plan would apply if and until the new owner develops a new plan that is reviewed and acknowledged by BPA.

- 1. No Effect on Tribal Rights.** In providing funding to the Grantor, BPA is not altering, diminishing, modifying or expanding the legal rights, authority, or jurisdiction of any Indian tribe whether with regard to natural resource management or otherwise, and no authority is implied by this Conservation Easement with regard to such rights, authority or jurisdiction. Grantor will not claim in any forum or context that BPA's funding, described in Sections I.C, I.D, and II.A. above, the United States' acceptance of this grant, or Oregon's recognition of it, bears on the nature or extent of the Grantor's off-reservation rights.
- 2. Trust Status.** The Grantor shall not seek to have the United States acting through the Bureau of Indian Affairs, or any other agency, take the Protected Property into trust for the benefit of the Grantor.

Q. Proceeds from Activities on the Protected Property. The Grantor shall use any proceeds generated from activities on the Protected Property (e.g., leases) towards the operation, maintenance, and restoration of the Protected Property. If proceeds exceed the operation, maintenance, and restoration needs of the Protected Property, the Grantor may use the proceeds on other BPA-funded properties in the Willamette River Basin owned by Grantor, or the Grantor may place the proceeds in its stewardship account for the Protected Property and roll the funds over to the next fiscal year until an operation or maintenance need arises. If the Grantor places the proceeds in its stewardship account, the proceeds can be used for restoration, but this must be tracked and reported to BPA.

R. Termination or Amendment

1. **Termination Standard.** This Conservation Easement may be voluntarily terminated by agreement of the Parties only if:
 - a) a subsequent, unexpected change in the conditions of the Protected Property or the surrounding area makes impossible the continued use of the Protected Property for the Purpose of this Conservation Easement (except that changed environmental conditions related to climate change, or other natural events, for example, wildfire, river channel migration, erosion or avulsion, shall not be grounds for termination); or
 - b) BPA agrees to exchange this Protected Property for another property proposed by the Grantor; factors that BPA will consider in determining whether to agree to an exchange include whether the new property is at the time of the proposed exchange determined by BPA to supply equal or better Conservation Values to meet BPA's mitigation needs as compared with the Protected Property; whether the property will be permanently protected pursuant to a conservation easement granted to BPA on terms substantially similar to this Conservation Easement; and the costs to BPA of undertaking the acquisition of the new property, if any.
2. **Termination Process.** If the Parties agree to voluntarily terminate this Conservation Easement and have met the above termination standard, the Parties shall terminate this Conservation Easement by executing and recording an instrument appropriate for the purpose. In the event of termination through an exchange for another property, the Parties must agree on the new property and its conservation easement before this Conservation Easement will be terminated.
3. **Proceeds after any Termination.** If this Conservation Easement is terminated either voluntarily by the Parties, or by involuntary extinguishment by a court of competent jurisdiction and the termination results in proceeds, BPA is entitled to either (1) a share of such proceeds in proportion to the amount BPA contributed to the fee title acquisition, which is ***[Insert here the percentage BPA contributed to the purchase price, e.g., 100 percent of some lesser amount if there was cost share]*** or (2) at BPA's election, to review and approve use of the proceeds by the Grantor to acquire new fish and wildlife habitat for BPA mitigation.
4. **Amendment.** This Conservation Easement may only be amended by agreement of the Parties, and any such amendment shall be properly documented, executed, and recorded. Amendments based on changed conditions may be made only when the effect of the amendment is to benefit the Conservation Values (for example, amending the Conservation Easement to place further restrictions on the use of or activities on the Protected Property). The Parties may not use amendments to impliedly terminate the Conservation Easement or remove any portion of the Protected Property from its terms, except to the extent consistent with the Purpose of the Conservation Easement.

- S. Control.** The Grantor has ownership and control of the Protected Property and is responsible for all incidents of ownership. Such incidents of ownership include, but are not limited to, maintenance and repair of existing structures, hazardous waste response, endangered species protection, noxious weed and invasive species response, tort liability, compliance with applicable laws, and payment of applicable taxes and assessments.
- T. Cultural Resources.** The Grantor is responsible for cultural or historic resource mitigation or preservation on the Protected Property in accordance with applicable cultural resource laws.
- U. Hazardous Substances.** To the best of the Grantor's knowledge, there are no hazardous substances present in, on, or under the Protected Property, including without limitation, in the soil, air, or groundwater, and there is no pending or threatened investigation or remedial action by any governmental agency regarding the release of hazardous substances or the violation of any environmental law on the Protected Property, and that there are no underground storage tanks located on the Protected Property. If, at any time, there occurs, or has occurred a release in, on, or about the Protected Property of any hazardous substances, the Grantor agrees to take all steps necessary to assure its containment and remediation without cost to Grantee, including any cleanup that may be required, unless the release was caused by Grantee, in which case Grantee will be responsible for remediation in accordance with applicable law. Nothing in this Conservation Easement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in Grantee to exercise physical or managerial control over the day-to-day operations of the Protected Property, or any of the Grantor's activities on the Protected Property, or otherwise become an operator with respect to the Protected Property within the meaning of the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended ("CERCLA"). The Grantor specifically agrees to release and hold harmless Grantee from and against all liabilities for violations or alleged violations of, or other failure to comply with, any federal state or local environmental law or regulation relating to hazardous substances, including, without limitation, CERCLA, by the Grantor in any way affecting, involving, or relating to the Protected Property, except to the extent such violations or alleged violations are caused by the acts or omissions of Grantee.
- V. Notice.** Any notice permitted or required by this Conservation Easement, unless otherwise specified, must be in writing, delivered personally to the persons listed below, or will be deemed given on the date deposited in the United States mail, certified and postage prepaid, return receipt requested and addressed as follows, or at such other address as any Party may from time to time specify to the other Party in writing. Notices may be delivered by facsimile or other electronic means, provided that they are also delivered personally or by certified mail. The addresses listed below can be modified at any time through written notification to the other Party.

Notices to BPA should be sent to:

Director, Fish & Wildlife Program
Bonneville Power Administration
P.O. Box 3621
Portland, OR 97208-3621

Notices to the Grantor should be sent to:

[Insert sponsor info]

And to BPA's Real Property Services:

Manager, Real Property Services
RE: **[INSERT BPA TRACT NO]**
Bonneville Power Administration
P.O. Box 3621
Portland, OR 97208-3621

W. Effective Date. This Conservation Easement vests when signed by the Grantor, and accepted by the Grantee.

X. Schedule of Exhibits. All exhibits are incorporated and made part of this Conservation Easement.

Exhibit A – Legal Description

Exhibit B – Map

Exhibit C – Acceptance and Acknowledgement of Baseline Documentation Report

Exhibit D – Form Transmission Easement

Exhibit E – Acceptable Encumbrances

Y. GRANT, COVENANTS AND WARRANTIES, SIGNATURE AND ACKNOWLEDGMENTS

To have and to hold the Conservation Easement herein granted unto the United States and its assigns.

The Grantor warrants and covenants to and with the United States that the Grantor is lawfully seized and possessed of the Protected Property in fee simple, with a good and lawful right to grant the same, including a good and lawful right to grant this Conservation Easement; that the Protected Property is free and clear of all encumbrances and restrictions except the encumbrances and restrictions specifically set forth in **Exhibit E** (Acceptable Encumbrances); that the United States and its assigns shall have the use of and enjoy all the benefits derived from and arising out of this Conservation Easement; that the Grantor shall at the request of the United States execute or obtain any reasonable further assurances of the title to the Protected Property; and that the Grantor will forever warrant the title to the Protected Property and defend the United States against all persons who claim a lawful interest in the Protected Property, except for persons who claim interests under the exceptions described in Exhibit E.

IN WITNESS WHEREOF, the undersigned Grantor has executed this instrument this _____ day of _____, 2024.

Grantor, *Insert name of sponsor*

Name of Individual Signing

Title of Individual Signing

ACCEPTANCE BY THE UNITED STATES, GRANTEE

Name of Individual Signing

Title of Individual Signing

Bonneville Power Administration

Date

ACKNOWLEDGMENT

STATE OF)
) ss.
County of)

On this _____ day of _____, 20_____, before me personally appeared ADD NAME OF INDIVIDUAL SIGNING, known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the ADD TITLE OF INDIVIDUAL SIGNING ON BEHALF OF SPONSOR ORGANIZATION acknowledged to me that ___ he executed the same freely and voluntarily in such capacity; and on oath stated that ___ he was authorized to execute said instrument in such official or representative capacity.

Notary Public in and for the
State of _____

(SEAL) Signed _____

My commission expires _____.

ACKNOWLEDGMENT

STATE OF)
) ss.
County of)

On this _____ day of _____, 20_____, before me personally appeared ADD NAME OF INDIVIDUAL SIGNING, known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the ADD TITLE OF INDIVIDUAL SIGNING ON BEHALF OF SPONSOR ORGANIZATION acknowledged to me that ___ he executed the same freely and voluntarily in such capacity; and on oath stated that ___ he was authorized to execute said instrument in such official or representative capacity.

Notary Public in and for the
State of _____

(SEAL) Signed _____

My commission expires _____.

EXHIBIT A

LEGAL DESCRIPTION
[potentially include WATER RIGHTS]

EXHIBIT B

MAP

EXHIBIT C
ACCEPTANCE AND ACKNOWLEDGEMENT
OF
BASELINE DOCUMENTATION REPORT

The undersigned hereby acknowledge and agree that the Baseline Documentation Report for the [*Name of Protected Property*] in [*County, State*], prepared by _____ of _____ and dated _____, is an accurate representation of the biological, physical and historical conditions of the subject property as of the Effective Date of this Conservation Easement. All of the undersigned parties have received copies of the Baseline Documentation Report, which is on file with the Bonneville Power Administration.

Grantor:

By: *Name of Individual Signing*
Its: *Title of Individual Signing*

Date

Bonneville Power Administration:

Name of Individual Signing
Title of Individual Signing
Bonneville Power Administration

Date

EXHIBIT D

FORM TRANSMISSION EASEMENT

**AFTER RECORDING, RETURN TO
Bonneville Power Administration
TERP-3
P.O. BOX 3621
PORTLAND, OR 97208-3621**

Legal description: A portion of the [redacted] of
Section [redacted], Township [redacted], Range [redacted],
[redacted].M., County, [redacted], as described in
Exhibit(s) [redacted] and shown on Exhibit(s) [redacted].
(Affects Tax Account No. [redacted].)

BPA Tract No.(s): [redacted]

**United States of America
Department of Energy, Bonneville Power Administration**

**EASEMENT AGREEMENT
Transmission Line**

This Easement Agreement is made between [redacted] (“Grantor”), whether one or more, and the UNITED STATES OF AMERICA and its assigns (“Grantee”), pursuant to the Bonneville Project Act, of August 20, 1937, as amended, 16 U.S.C. §§ 832 et seq.; the Federal Columbia River Transmission System Act, of October 18, 1974, as amended, 16 U.S.C. §§ 838 et seq.; the Department of Energy Organization Act, of August 4, 1977, as amended, 42 U.S.C. § 7152; and the Pacific Northwest Electric Power Planning and Conservation Act, of December 5, 1980, as amended, 16 U.S.C. §§ 839 et seq.

The parties agree as follows:

1. Conveyance and Consideration.

Grantor, for and in consideration of the sum of the funding Grantee provided to the Grantor to acquire fee title and the provisions contained herein, does hereby grant and convey to the UNITED STATES OF AMERICA and its assigns, a perpetual easement for electric power transmission purposes in, upon, over, across, and under the land described in Exhibit(s) [redacted] and shown on Exhibit(s) [redacted] (“Easement Area”), attached hereto and made a part hereof. The acquiring federal agency is the Department of Energy, Bonneville Power Administration.

2. Grant of Rights.

This Easement Agreement grants the following present and future rights:

- a. Transmission Facilities. The right to enter the Easement Area and to locate, survey, construct, reconstruct, operate, maintain, repair, rebuild, upgrade, remove, inspect and patrol transmission lines consisting of one or more lines of poles or structures and appurtenances thereto, supporting conductors of one or more electric circuits of any voltage, as well as appurtenances for communication facilities (collectively, “Transmission Facilities”).
- b. Transmission Hazards. The right to clear and keep clear the Easement Area from all fire/electrical hazards, safety hazards, unauthorized structures or any other material Grantee deems could interfere with the safe operation and maintenance of the Transmission Facilities (“Transmission Hazards”). All Transmission Hazards within the Easement Area shall become the property of Grantee and may be disposed of by Grantee in any manner it deems suitable.
- c. Incompatible Vegetation. The right to enter, cut, trim, remove, destroy, or otherwise control all trees (including crop-bearing trees, ornamental trees, and Christmas trees), shrubs, brush, or other vegetation Grantee deems could interfere with the safe operation and maintenance of the Transmission Facilities (“Incompatible Vegetation”), now or later growing within the Easement Area. All Incompatible Vegetation within the Easement Area shall become the property of Grantee and may be disposed of by Grantee in any manner it deems suitable.
- d. Trees Outside Easement Area. The right to trim or cut down and to remove “Danger Trees” located on land adjacent to the Easement Area. A Danger Tree is any growing or dead tree, or snag, whether stable or unstable, which in the opinion of Grantee could interfere with the safe operation and maintenance of the Transmission Facilities. Title to Danger Trees shall vest in Grantee and the compensation paid for conveying this Easement Agreement is accepted as full compensation for all present and future Danger Trees.
- e. Travel Within Easement Area. The right to travel over and across the Easement Area; and as determined by Grantee, the right to grade and gravel within the Easement Area when needed.
- f. Travel To and From Easement Area. The right of ingress to and egress from the Easement Area over the lands of Grantor, using existing routes of access where practicable.

Limited use or non-use of the rights granted under this Easement Agreement shall not prevent later use to the full extent conveyed.

3. Grantee’s Due Care.

Grantee shall exercise due care in the exercise of rights and privileges granted herein. Grantee agrees to repair or reasonably compensate Grantor for damage to Grantor’s property caused by the exercise of Grantee’s rights, excluding property conveyed to Grantee under section 2 of this Easement Agreement. Payment for such damage shall be made on the basis of a damage estimate approved by Grantee.

4. Grantor’s Warranty.

Grantor warrants title to the rights granted herein. Grantor further covenants that Grantor is the sole owner of the property over which this easement is granted, that Grantor has the lawful right to convey this

easement interest, and that the property is free and clear of encumbrances, except as agreed to by Grantee.

5. Grantee to Obtain Title Report and Record.

Grantee shall pay for the procurement of any title report or title insurance that Grantee may require, and shall pay to record this instrument.

6. Prohibited Uses of the Easement Area.

It is the intention of Grantee to allow Grantor a reasonable right to use and have access to and across the Easement Area, when and where such use does not interfere with the rights of Grantee. Certain uses, however, are prohibited unless Grantor obtains prior written permission from Grantee, which will not be unreasonably withheld. If Grantor proceeds without prior written permission to conduct a prohibited use, Grantee shall have the right to take any action deemed appropriate to address such use.

The following are examples of uses prohibited within the Easement Area unless prior written permission is obtained from Grantee. The examples provided below are not intended as an all-inclusive list of prohibited uses.

- a. Grantor shall not erect structures. By way of example, prohibited structures shall include, but are not limited to buildings, mobile homes, signs, light standards, fences, storage tanks, storage sheds, propane tanks, fueling stations, septic systems, swimming pools, tennis courts, or similar facilities.
- b. Grantor shall not drill wells or conduct mining operations.
- c. Grantor shall not construct, install or operate above-ground mechanical irrigation facilities.
- d. Grantor shall not appreciably change the grade of the land, normal farming practices excluded.
- e. Grantor shall not construct roads in the Easement Area.

7. Easements of Record.

The rights granted in this Easement Agreement are subject to easements of record and the mineral rights of third parties.

8. Heirs, Successors and Assigns Bound By Agreement.

The provisions hereof shall inure to the benefit of and be binding upon the heirs, executors, personal representatives, administrators, successors, and assigns of Grantor and Grantee.

FORM ONLY – SIGNATURES NOT REQUIRED

EXHIBIT E
ACCEPTABLE ENCUMBRANCES

Baseline Documentation Report Outline

The Baseline Documentation Report may rely on and incorporate by reference other information already in the project file, such as title opinions, appraisals, or water rights certificates and need not be duplicative. At a minimum the reports should include the following:

1) General Contents

- a) Describe the purpose and conservation values of the easement.
- b) Summarize the easement restrictions.
- c) Statement of baseline report author identification and author's qualifications.
- d) Landowner contact information (name, address, phone numbers, email address)
- e) Physical address of property, including the county
- f) Directions to the property from the nearest town or major highway
- g) Date of site visit if different from date report prepared and signed
- h) Signature of owner and grantor acknowledging the report.

2) Property Description

- a) Invasive weed survey or list with kind, location, and extent of invasion.
- b) Flora and fauna survey or list.
- c) Habitat survey or list with types and locations.

3) Current Management and Use

- a) Historical ownership and use describing the history of the easement area such as past agricultural, forestry, residential, commercial, or mitigation uses.
- b) Current property uses; e.g., extent farmed, for what crops, what techniques and management practices used.
- c) Potential threats to the conservation values posed by activities such as unauthorized use of the easement area or adjacent land use, as applicable.
- d) References to, or copies of, existing plans for forestry, burning, agriculture, or stewardship.
- e) Water use and rights.
 - i) Water right permit or certificates attached when appropriate.
 - ii) Document beneficial uses, time, place, and manner of use, point of diversion,

- water delivery infrastructure, and condition of equipment (e.g., fish screen in working order).
- f) Evidence of unrecorded easements, leases, and permits, e.g., any evidence of active mining

4) Maps and Photographs

- a) Photographs showing the location size, use, and condition of all structures; e.g., houses, barns, pumps; utilities; fences, roads; trails; potential or future restoration sites; threats or impacts present (e.g., unauthorized trails, marijuana growing sites, dumps); priority ecological systems, plant communities, and other features identified as conservation values. Accompany all photographs with GPS coordinates and directional notations.
- b) Verbal description covering the nature and condition of all utilities, both above and below ground.
- c) Locations and conditions of all roads, paths, trails, and fences.
- d) Photographs, with GPS coordinates of the photo points, of all property boundaries and corners.
- e) Map depicting the location of photo points used in the baseline documentation report.
- f) Map showing easement zones or other areas of special emphasis or restrictions, as applicable.
- g) Acknowledgement

5) Easement grantor must sign an acknowledgement affirming that they have read and agrees with the descriptions in the baseline document report. See the Baseline Documentation Report Acknowledgement Form, Appendix XIII.

Baseline Document Report Acknowledgement Form

ACKNOWLEDGEMENT OF PROPERTY CONDITION

The undersigned accept and acknowledge that the Baseline Documentation Report titled [TITLE] prepared by [NAME] on [DATE] is an accurate representation of the biological, physical and historical conditions of the subject property as of the Effective Date of this Conservation Easement. All of the undersigned parties have received copies of the Baseline Documentation Report and it is on file with the Bonneville Power Administration.

Grantor:

_____ Date: _____

Title: _____

Grantee:

By: _____ Date: _____

Title: __

APPENDIX D: TEMPLATE MANAGEMENT PLAN OUTLINE

The template below includes the topics that the management plan should address and that ODFW and BPA will review before accepting a draft plan for a property acquisition. The management plan should bring required elements together in a comprehensive manner to facilitate transparent management decision making and efficient review.

As stipulated in the conservation easement, project proponents must solicit and incorporate as appropriate the views of ODFW, as well as other interested natural resource management agencies, local governments, and interested parties. Grantor will submit documentation showing the nature and extent of such coordination with any draft plan to BPA and ODFW.

ODFW and BPA will review management plans prior to accepting. WWMP staff will contact project proponents to set up a site visit and a meeting with project sponsors within six months of a project closing. The purpose of this meeting is to discuss the purpose of the acquisition and site conservation values, as well as the sponsor's management plan development process, and to determine appropriate review points with ODFW and BPA. Based on information in the project application and conservation easement, ODFW and BPA staff will review important issues to cover in the management plan. If other funders and partners are involved in management plan development, this meeting will provide an opportunity to coordinate the review process with these entities.

Frequent dialogue with ODFW and BPA during the land management plan development process is encouraged. ODFW and BPA will conduct concurrent reviews of the draft management plans at the appropriate review point(s) identified in the initial planning meeting. ODFW and BPA's review will include review for:

- Program consistency;
- Consistency with the WWMP application, conservation easement, and other negotiated agreements;
- Adequate level of detail to understand proposed management;
- Areas where technical assistance might be needed;
- Emerging issues;
- Opportunities for collaboration among projects; and
- Other project-specific management (i.e., infrastructure details, fencing plans, etc.).

Appendix I includes a list of Best Management Practices (BMPs) that may be appropriate for inclusion in management plans.

Once ODFW and BPA comments have been adequately addressed, BPA will conduct a final review by Fish and Wildlife Division, Realty, Legal, and Environmental Compliance staff. Once the review is complete, BPA will provide a letter of acknowledgement to the proponent. BPA's timeline for final review is approximately 6 months.

Appendix D: Template Management Plan Outline

WWMP Land Management Plan Template

This management plan template may be used for most properties protected through the Willamette Wildlife Mitigation Program (WWMP). If you have a working lands aspect to your property, please contact WWMP staff for guidance. Check the WWMP website for the current land management plan template (<https://www.dfw.state.or.us/habitat/WWMP/info.asp>).

For properties protected through Fee Title Acquisition where Bonneville Power Administration (Bonneville) holds a conservation easement, the sponsor shall describe the uses and activities on the property that the sponsor expects to undertake or allow to be undertaken, including any maintenance, restoration, enhancement, stewardship, or public access. Any limitations or prescriptions for uses and activities necessary to ensure the purpose of the Conservation Easement need to be described within the plan.

For properties protected through a Conservation Easement (CE) where the landowner retains ownership and Bonneville holds third party rights of enforcement, the Grantee (project sponsor) and the Grantor (landowner) of the CE shall describe the roles and responsibilities of each party and the uses and activities on the property that each expect to undertake or allow to be undertaken, including any restoration, enhancement, stewardship.

For properties with grazing or forest management activities, an associated management plan (i.e. grazing plan, forest management plan) shall be included as an appendix and integrated into this management plan and its goals.

This management plan shall be developed in consultation with Bonneville, ODFW, and relevant interested local, state, tribal, and federal resource agencies, and the sponsor shall provide an opportunity for public input. The sponsor shall make the final acknowledged Management Plan, and any approved amendments, available to the public.

Bonneville shall review this management plan and any proposed amendments for consistency with any associated Memorandum of Agreement and with the terms and conditions of the CE. Bonneville must provide its written acceptance of the management plan or any amendments prior to its implementation.

The LMP should be written for a ten-year time frame, unless major habitat changes will be undertaken in the near term, in which case a shorter, interim management plan is more applicable. Land managers should review the management plan internally after five years, or after significant changes to the land occur, to determine relevancy and consistency with land management practices and to assess the need for an update prior to the scheduled ten-year time frame. Sponsors should contact WWMP staff for management plan update guidance prior to the end of the current land management plan term duration.

Review the entire template including appendices before answering questions. Answer all questions in all sections in the order in which they appear. If a question is not applicable to your project, write "N/A". Please be concise while including all relevant information. Include supporting documentation

such as maps and photos within the plan body or as appendices. Include a table of contents that identifies sections, questions, figures, maps, and any appendices.

Staff is available to discuss specific elements of the plan and to review the proposed Goals, Objectives, and Strategies as part of plan development. Otherwise, it is generally preferred to complete the Land Management Plan Checklist in Appendix A before submitting the plan for formal review. Maintain all comments and use track changes to catalog edits during the review process.

A. PROPERTY DETAILS AND GENERAL INFORMATION

1. PROPERTY AND LAND MANAGEMENT PLAN INFORMATION

Project site or management area name	
Bonneville Tract ID	
Situs address (or Google Maps coordinates to primary access point if address not available)	
County	
Acres	
Tax lot(s)	
Acquisition date	
Plan start date	
Plan duration	
New plan or update? If update, include original dates.	
Project Type: Fee Title or CE	
Property owner (Fee Title) or Grantee (CE)	
Project Grantor (for CE projects only)	
Property manager	
Preparer’s name and affiliation	
Contact information for key on-the-ground staff (e.g., property manager; list all that apply).	

Attach a map or maps that specifically details the location of the property. Display surrounding roads, access points, and other relevant landmarks as appropriate. Label all tax lots or parcels considered in this management plan and clip other tax lots to exclude them from the map. Include an inset map that indicates the location of the property in context to the surrounding region.

2. GRANTEE AND GRANTOR ROLES AND RESPONSIBILITIES

If this is a Conservation Easement project, describe the roles and responsibilities of the Grantor and Grantee. Additional details on responsibilities of each should be integrated into the [Goals section](#) below.

3. ACQUISITION PURPOSE AND CONSERVATION VALUES

Briefly summarize the purpose of this property acquisition and provide the Conservation Values directly as stated in the Conservation Easement. Attach a copy of the Conservation Easement.

4. CONNECTIVITY

Describe how the property provides connectivity to other conservation properties or is uniquely related to other habitat/species in the vicinity. If your site is within a Conservation Opportunity Area (COA), list it here. If your site is associated with an ODFW [Priority Wildlife Connectivity Area](#) (PWCA), list the primary and secondary conservation action recommendations associated with the PWCA.

5. ADJACENT LAND USE

Describe adjacent property land uses and how they may or may not impact property management and conservation values. Describe specific actions or measures taken or planned to ameliorate possible impacts in [Question 7 Interim Management Activities](#) and [Question 24 Threats to Conservation Values](#) as appropriate.

6. CURRENT AND HISTORICAL LAND USE

Briefly describe the current land use. Describe historical land use relevant to future land management activities.

7. INTERIM MANAGEMENT ACTIVITIES

Provide a table describing interim management activities between the time of acquisition and present. Include activity, date(s), purpose, and Land Use Agreement information where applicable.

8. MANAGEMENT ACCESS

Describe management access to the site and how it affects property management.

9. PUBLIC ACCESS AND USE

Provide a description of current and planned public access and public use activities and how they will affect property management. Include a timeline for planned public access and use. In the [Goals section](#), include information on how you will monitor the public access and use. Address how you will identify and mitigate potential impacts of public access and use to Conservation Values in [Question 24 Threats to Conservation Values](#).

10. CURRENT AND PRIOR LAND USE AGREEMENTS

List all current and prior Land Use Agreements. Include copies of the agreements as appendices.

11. INCOME-GENERATING ACTIVITIES

Provide details of current or planned leases or other income-generating activities on the property. These should be linked to the [Goals section](#) below.

12. GRANTING OF RIGHTS

Other than what is described in Question 11 Income-Generating Activities, describe granting of any property interest or rights on the Protected Property, including easements, permits, licenses, or leases.

13. EXISTING INFRASTRUCTURE

Describe existing infrastructure and how it affects property management. Include an infrastructure map. Examples of infrastructure include buildings, roads, bridges, culverts, fencing, and water control structures.

14. WATER RIGHTS

List any water rights for the property and attach the water right certificates.

Describe how water rights have been used to date, and specifically in the last five years.	
Have you complied with all usage requirements? If not, explain.	
Are there any water rights leases? Describe terms and timeframe.	
Describe how you plan to use the water rights.	
Describe any anticipated changes to the water rights, including time frame for changes.	

15. HISTORICAL AND CULTURAL RESOURCES

Describe any historical, cultural, and traditional use resources relevant to property management.

16. STAKEHOLDER AND PUBLIC INVOLVEMENT

Summarize opportunities for and outcomes from stakeholder and public involvement in LMP development.

B. EASEMENT RESTRICTIONS AND PROHIBITIONS

17. EASEMENT PROHIBITIONS AND COMPLIANCE TABLE

Using the table structure below, provide easement prohibitions copied directly from the CE and address each prohibited use to explain if there are any desired exceptions to the prohibitions. Exceptions will be permitted only if the purpose of such activity is to enhance or maintain Conservation Values; only if it is described in the [Goals section](#) in this LMP or in an approved Land Use Agreement and links to desired future conditions of the property; and only if appropriate prescriptions to offset any undesired consequences or changes to the Conservation Values are included. Below is an example only; provide a table for your property.

Easement Prohibitions	Compliance Status
EXAMPLE: No division, partition, subdivision, or de facto subdivision.	e.g., None contemplated as part of Management Plan.
EXAMPLE: No residential, commercial, or industrial uses of the Protected Property, including timber harvesting, grazing of livestock, agricultural production, and installation of new utilities.	e.g., select timber harvest for restoration as described in Goal 1.

EXAMPLE: No vegetation alteration.	e.g. Select conifers will be removed to increase oak savanna as per Goal 2 and Goal 3 and described in appended Forest Management Plan.
------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------

C. CURRENT ECOLOGICAL SETTING

18. CURRENT HABITAT TYPES AND CONDITIONS

List habitat and cover types, including special status or critical habitats and describe current habitat conditions. If any specific habitats were identified in the CE, include those. Use definitions found in the [Oregon Conservation Strategy \(OCS\)](#) (2016) and below. Include a map of current habitats.

The purpose of describing current and desired future condition (DFC) habitats using OCS definitions is to document the habitat acreages protected to determine if the WWMP is meeting the protection goals established in the [2010 Agreement](#). The program tracks total current and projected habitat types. It is acceptable to describe sub-categories beneath the OCS category to capture habitat types specific to the site.

Standard OCS categories include Oak Woodland, Grassland (includes Oak Savanna), Flowing Water and Riparian, Late Successional Mixed Conifer Forests (includes Conifer Forests (dominated by conifers and may be early or late seral stage) and Mixed Deciduous Forests (dominated by deciduous trees that have an overstory canopy cover of 30-90% and can include conifers. Mixed deciduous forests are often adjacent to other habitats such as Flowing Water and Riparian and Conifer Forests), and Wetlands (includes Wet Prairie, Deciduous Swamps and Shrublands, Vernal Pools, Off-channel habitat, etc.). Additional cover types include Agriculture, Right of Way, and Rock.

Habitat conditions descriptions should be detailed enough to provide qualitative metrics of the current conditions. Examples of habitat descriptions could include overall species composition, relative abundance, general forest metrics (e.g., age classes, canopy cover, average dbh), the extent of native and non-native species and an estimated percent cover, and overall health.

19. SPECIAL STATUS SPECIES

Provide a table of special status species, ESA-listed or candidate species, focal fish and wildlife, Oregon Conservation Strategy species and any other species listed in the CE. Include a brief description of their occurrence and extent on the property and their relevance to the Conservation Values. If any species listed in the application, baseline or previous LMP is not listed here, explain why. Include a map or maps of ESA-listed and candidate species distributions.

20. INVASIVE SPECIES

List the most significant invasive species issues on the property. Describe how they will be addressed in the [Goals section](#) below. Describe the extent of their occurrence and include a map of their distributions.

21. HYDROLOGIC CONSIDERATIONS

Describe any hydrologic considerations relevant to property management or desired future conditions. Provide details in the [desired future conditions](#) below. Include a map.

22. SOIL TYPES

Explain how soil types will inform property management or desired future conditions. Include a soils map for the property.

23. FIRE HISTORY OR PLANNED BURNS

Describe any fire history or planned burns relevant to property management or desired future conditions. Details on future fire management should be described in the [Goals section](#).

24. THREATS TO CONSERVATION VALUES

List any threats to the Conservation Values (e.g. public use pressure, development, invasive weeds) or to the Conservation Easement (e.g., boundary or trespass issues). Describe any actions you have previously taken to protect the property from harm (e.g. monitoring, fencing) in [Question 7 Interim Management Activities](#). Describe how current or on-going threats will be addressed in the [Goals section](#).

25. TEMPORARY AGRICULTURE, GRAZING OR FORESTRY ACTIVITY AND PHASE-OUT PLAN

If agriculture/livestock grazing/forestry is permitted as a temporary stabilization or restoration measure in the CE, describe the phase-out plan. In addition:

- Briefly describe operational details including timing and how the actions will meet the temporary need while maintaining and enhancing the Conservation Values.
- Provide a map.

26. LONG-TERM AGRICULTURE, GRAZING OR FORESTRY ACTIVITY

If agriculture/livestock grazing/forestry is permitted as a long-term activity in the CE and is proposed as a tool to achieve desired future conditions in this plan:

- Explain the activity generally and describe its link to maintaining or improving the Conservation Values. Include a map.
- Include the goals and objectives for the operations in the [Goals section](#).
- Attach a grazing or forest management plan describing all operational details and processes; timing, duration, and intensity of any grazing; harvest timing, numbers, any infrastructure needs (temporary roads) for forest management. Supplemental plans should include details for how the activity will protect or enhance the Conservation Values and should address any known or suspected sensitive species in the affected area. Forestry plans should be developed by a professional forester. Consult with WWMP staff for example plans and additional details.

27. ENVIRONMENTAL REGULATIONS

Describe any environmental regulations related to your actions (e.g., Endangered Species Act, National Historic Preservation Act, Clean Water Act, etc.). List any associated consultation, coordination, or reporting requirements.

D. GOALS, OBJECTIVES, AND STRATEGIES

28. CURRENT AND DESIRED FUTURE CONDITIONS TABLE

Provide a crosswalk table of current habitat types and acreages and Desired Future Conditions (DFC) habitat types and acreages. Include acreage totals for Current and Desired Future Conditions. Use definitions found in the [Oregon Conservation Strategy](#) (2016) and provided in [Question 18](#). Include a map of Desired Future Condition habitats.

29. DFCs AND GOALS, OBJECTIVES, AND STRATEGIES

A) DESIRED FUTURE CONDITIONS

Describe the Desired Future Condition for each habitat type, target species, or other value that will be subject to management. The description of DFC's should include:

- The anticipated changes in habitat acreage;
- How species associations and assemblages are expected to respond (especially as they pertain to focal species);
- Other landscape modifications that will influence the Conservation Values;
- Differences from the current habitat conditions described in [Question 18](#).

B) DFC GOALS, OBJECTIVES, AND STRATEGIES

Immediately following each DFC, describe the corresponding Goals and Objectives, and, if appropriate, the Strategies you plan to take to achieve your goals and objectives.

- Provide an expected timeframe or schedule in which these actions will be implemented.
- Include stewardship and restoration activities and timelines for each planned activity.
- Indicate with an * if stewardship funds will be used to execute the activity.
- Identify responsible party or parties for each activity (i.e. grantor, grantee, other partner, etc.).

C) OTHER GOALS, OBJECTIVES, AND STRATEGIES

Describe non-habitat-related goals of necessary management actions, such as infrastructure management, easement enforcement, public access, and education.

Goals should address all aspects of Property management and should ensure the values identified in the Conservation Easement are sustained or enhanced and desired future conditions are met. Components or features of the project that were identified in the project application and CE, or later determined to be a primary focus of the project as identified in the Conservation Values and Desired Future Conditions, must be addressed. These include, but are not limited to, focal habitat and species conservation, invasive species management, hydrologic considerations, public access, monitoring, infrastructure, outreach, and education.

Goals should state **generally** what is trying to be achieved. **Objectives** should state **specifically** how the Goal will be achieved and should be SMART (specific, measurable, achievable, realistic, and time-bound). **Strategies** should state **generally** how the objective will be achieved. Strategies may be included with additional details if needed but are not always required.

Review [Appendix B. Guidance and Examples for Developing Goals, Objectives, and Strategies](#) before responding to this question.

E. MONITORING AND ADAPTIVE MANAGEMENT

Adaptive management is a process that promotes flexible decision-making that can be adjusted as outcomes from management actions and other events become better understood. The act of monitoring outcomes both advances scientific understanding and helps adjust ongoing management as part of an iterative learning process.

30. MONITORING

Provide a table describing monitoring activities planned to determine progress towards achieving identified goals, objectives, and desired future conditions, and to assure protection of the Conservation Values. Monitoring details should include monitoring metrics, methods, timing, and frequency. Example monitoring includes annual site visits and reporting, pre- and post-treatment monitoring photos, and vegetation surveys to document conditions over time. See [Appendix C](#) for examples.

31. ADAPTIVE MANAGEMENT

Describe how you will implement adaptive management based on the monitoring actions identified above to achieve the goals, objectives, and desired future conditions, and to protect the Conservation Values of the site.

F. CLIMATE CHANGE

32. POTENTIAL CLIMATE CHANGE IMPACTS

Describe the potential climate change impacts that are most likely to affect land management, Conservation Values or Desired Future Conditions for this property in the next a) 10 years, b) 20 years, and c) 50-60 years. Examples: changes to precipitation patterns including extended droughts, changes to hydrology and water supply, warmer temperatures, increased risk of wildfire, species range shifts, and changes to plant communities.

33. MONITORING AND ADAPTING TO CLIMATE CHANGE IMPACTS

Describe how will you monitor climate change impacts and adjust property management accordingly.

G. SUPPLEMENTAL RESTORATION AND MANAGEMENT INFORMATION

34. CURRENT AND POTENTIAL PARTNERS

Provide a table listing partners or potential partners for management activities and their roles.

35. CONSISTENCY WITH PRE-ACQUISITION DISCUSSIONS OR PREVIOUS MANAGEMENT PLAN

If you are taking a different restoration and/or management approach than what was outlined in the pre-acquisition discussions (i.e., application or CE development) or previous management plan, provide the rationale.

36. PAST AND PLANNED RESTORATION FUNDING REQUESTS

Provide a table briefly describing details regarding past and planned restoration funding requests (i.e., to whom, for what, when, whether successful, etc.). Identify any permit needs for planned activities.

Funding Source	Date Applied	For What Purpose	Permits Required	Funding Status

37. OTHER PAST, CURRENT OR PLANNED CONSERVATION PROGRAM ENROLLMENT

List any other conservation programs in which portions or all of the property has been, is currently, or is planned to be enrolled (e.g., CRP, WHIP, USFWS Partners). Use a table format if appropriate.

APPENDIX A: WWMP LAND MANAGEMENT PLAN CHECKLIST

The following checklist provides a reference for general plan elements. For the complete description of content required in the Land Management Plan, please refer to the current template on the WWMP website (https://www.dfw.state.or.us/wildlife/willamette_wmp/info.asp).

Table of Contents

A. Property Details and General Information

- Project and LMP Info table
- Grantee and Grantor Roles and Responsibilities
- Acquisition Purpose and Conservation Values
- Connectivity
- Adjacent Land Use
- Current and Historical Land Use
- Interim Management Activities
- Management Access
- Public Access and Use
- Current and Prior Land Use Agreements
- Income-Generating Activities
- Granting of Rights
- Existing Infrastructure
- Water Rights
- Historical and Cultural Resources
- Stakeholder and Public Involvement

B. Easement Restrictions and Prohibitions

- Easement Prohibitions and Compliance Table

C. Current Ecological Setting

- Current Habitat Types and Conditions
- Special Status Species
- Invasive Species
- Hydrologic Considerations

Soil Types

C. Current Ecological Setting (cont.)

- Fire History or Planned Burns
- Threats to Conservation Values
- Temporary Ag, Grazing or Forestry Activity and Phase-out Plan
- Long-term Ag, Grazing or Forestry Activity
- Environmental Regulations

D. Goals, Objectives, and Strategies

- Current and Desired Future Conditions Table
- Desired Future Conditions
- DFC Goals, Objectives, and Strategies
- Other Goals, Objectives, and Strategies

E. Monitoring and Adaptive Management

- Monitoring
- Adaptive Management

F. Climate Change

- Potential Climate Change Impacts
- Monitoring and Adapting to Climate Change Impacts

G. Supplemental Restoration and Management Information

- Current and Potential Partners
- Consistency with Pre-Acquisition Discussions
- Past and Planned Restoration Funding Requests
- Other Past, Current or Planned Conservation Program Enrollment

MAPS

It is imperative that maps submitted within the land management plan convey the necessary detail clearly and concisely. Consider these guidelines in the design and placement of maps:

- All attached maps should contain basic cartographic elements including but not limited to a title, north arrow, scale, and a legend referencing all map components.
- Roads, paths, streams, water bodies, pipelines, and power line ROWs should be identified and labeled in maps they appear in, where appropriate.
- Any maps (excluding historic aerial photos) referenced should be integrated into the body of the document, rather than in the appendices.
- Each map should occupy its own individual page and be of sufficient size and resolution to be easily readable.
- To the extent that it is possible, the maps should utilize the same color, symbology, labeling scheme, and base map.
- Use of satellite or aerial photography derived base maps is preferred.

Required Maps:

- | | |
|---------------------------------------------------------------------------------|--------------------------------------------------------------------|
| <input type="checkbox"/> Property Location | <input type="checkbox"/> Invasive Species |
| <input type="checkbox"/> Conservation Context | <input type="checkbox"/> Hydrology |
| <input type="checkbox"/> Tax lot, acreage | <input type="checkbox"/> Soils |
| <input type="checkbox"/> Infrastructure (roads, structures, fencing, easements) | <input type="checkbox"/> Agriculture, Grazing or Forestry Activity |
| <input type="checkbox"/> Current Habitats | <input type="checkbox"/> Desired Future Conditions |
| <input type="checkbox"/> Listed and Candidate Species | |
| <input type="checkbox"/> Critical Habitat | |

Additional Maps to include if applicable:

- LiDar
- Topography
- Photo Point or Monitoring Locations

Attachments

- Conservation Easement
- Land Use Agreements (if applicable)
- Plant and Wildlife Species Inventory (if available)
- Photographs
- Historical Maps
- Wetland Delineation Report (if applicable)
- Forestry plans and/or other related management plans (if applicable)

APPENDIX B: GUIDANCE AND EXAMPLES FOR DEVELOPING GOALS, OBJECTIVES, AND STRATEGIES

Goal: An overarching principle that guides management decisions for an individual aspect of the project.

Objective: A concrete, narrow, measurable outcome that represents a milestone on the way to achieving a **Goal**. Objectives must be specific and include the following elements:

1. Direction of Change (e.g., “limit”, “implement”, “increase”, “maintain”)
2. What will be changed? (the occurrence and spread)
3. Target of change (invasive weeds) (e.g., what is the purpose?)
4. As measured by (metrics)
5. By when (timeframe)

Strategies: The methods used to obtain the Objective.

Examples:

Goal 1: Remove and control invasive plants in grassland habitat.		Timeline	Stewardship Funding
Objective 1	Reduce Scotch broom percent cover to ≤10% in each unit where priority plant species occur by 2025.		
Strategy 1.1	Use mechanical and chemical treatments to treat Scotch broom.	2022-2025	*
Objective 2	Eradicate spotted knapweed from grassland habitat by 2023.		
Strategy 2.1	Treat spotted knapweed with herbicide.	2022-2023	*
Objective 3	Contain Canada thistle within its current footprint and decrease percent cover to ≤5% in all grassland units by 2025.		
Strategy 3.1	Treat Canada thistle with herbicide.	2022-2025	*

Goal 2: Maintain and expand populations of priority plant species in grassland habitat.		Timeline	Stewardship Funding
Objective 1	Retain baseline levels of Kincaid’s lupine (average of 5% cover throughout grassland habitat).	2022-2032	*
Objective 2	Remove all non-oak trees from lupine areas by 2025.		
Strategy 2.1	Use mechanical and herbicide treatments on non-oak trees.	2023-2025	*

Objective 3	Develop selective removal prescription to decrease canopy cover above lupine populations by 2023.		
Strategy 3.1	Where lupine is growing under oak cover, assess shading of lupine by oaks.	2022-2023	*
Strategy 3.2	Use mechanical means to reduce canopy cover above lupines.	2022-2023	*
Objective 4	Decrease non-native grass cover within lupine patches to ≤10% by 2028.		
Strategy 4.1	Use herbicide to treat non-native grasses.	2023-2028	*
Strategy 4.2	Reseed native prairie species.	2026-2028	

Goal 3: Restore native wet prairie plant communities.		Timeline	Stewardship Funding
Objective 1	Convert 120 acres of agricultural crop fields to native wet prairie by 2025.		
Strategy 1.1	Develop restoration plan and seek grant funding.	2022-2023	
Strategy 1.2	Obtain necessary federal, state, and local permits for project implementation.	2023	
Strategy 1.3	Continue agricultural crop contract on individual restoration units to prohibit the invasion of non-native plants until scheduled to restore.	2022-2023	
Strategy 1.4	Restore wet prairie within the restoration units using a diverse mix of native seeds and forbs that incorporates culturally significant plant species.	2023-2025	
Strategy 1.5	Maintain invasive plant establishment through herbicide treatments.	2025-ongoing	*

Goal 4: Provide public access compatible with habitat management goals.		Timeline	Stewardship Funding
Objective 1	Conduct four site tours annually for local schools and/or special interest groups (e.g. Audubon).		
Objective 2	Maintain existing network of roads and trails annually for use as public pedestrian access.		
Strategy 2.1	Maintain existing administrative access roads and trails in an open condition to facilitate their use as public trails and to prevent the unsanctioned creation of new user trails.		*
Strategy 2.2	Following brush clearing, add surfacing as needed to improve areas where road rock may be unsuitable for pedestrian use.		*
Objective 3	Within two years, develop a plan for future public parking and site access.		
Strategy 3.1	Evaluate options for long-term parking (off-site), trailhead locations, and additional trail construction.	2022	
Strategy 3.2	Develop LUA for BPA review for new parking area.	2023	

Contact WWMP staff for additional examples.

APPENDIX C: MONITORING EXAMPLES

Monitoring results should inform the success or progress of management actions and the need for adaptive management. Monitoring doesn't need to be overly complex or rigorous if information collected is adequate for the types of decisions being made. Example monitoring actions for some of the Goals and Objectives provided in Appendix B follow.

Examples:

Goal 1: Remove and control invasive plants in grassland habitat.		Timeline
Objective 1	Reduce Scotch broom percent cover to ≤10% in each unit where priority plant species occur by 2025.	
Monitoring	Visually assess and record percent cover of Scotch broom in grassland habitats. Compare to baseline.	Annually
Objective 2	Eradicate spotted knapweed from grassland habitat by 2023.	
Monitoring	Visually assess and record presence of spotted knapweed in grassland habitats. Compare to baseline.	Annually
Objective 3	Contain Canada thistle within its current footprint and decrease percent cover to ≤5% in all grassland units by 2025.	
Monitoring	Visually assess and record percent cover of Canada thistle in grassland habitats. Compare to baseline footprint and percent cover.	Annually

Goal 3: Restore native wet prairie plant communities.		Timeline
Objective 1	Convert 120 acres of agricultural crop fields to native wet prairie by 2025.	
Monitoring	Record acres converted from agriculture to native wet prairie.	2023-2025
Monitoring	Visually assess and record diversity of native species in wet prairie.	2025, every 5 years thereafter
Monitoring	Visually assess invasive plant survival and establishment.	2025, annually thereafter

Goal 4: Provide public access compatible with habitat management goals.		Timeline
Objective 1	Conduct four site tours annually for local schools and/or special interest groups (e.g. Audubon).	
Monitoring	Record number of site tours conducted, organization, and number of participants.	Annually
Objective 2	Maintain existing network of roads and trails annually for use as public pedestrian access.	
Monitoring	Assess all roads and trails to document conditions and suitability for public pedestrian use. Note presence of unsanctioned new user trails.	Quarterly
Objective 3	Within two years, develop a plan for future public parking and site access.	
Monitoring	Document options considered for parking, trailheads, and trail construction.	2022

APPENDIX C: MONITORING EXAMPLES

Monitoring results should inform the success or progress of management actions and the need for adaptive management. Monitoring doesn't need to be overly complex or rigorous if information collected is adequate for the types of decisions being made. Example monitoring actions for some of the Goals and Objectives provided in Appendix B follow.

Examples:

Goal 1: Control invasive plants in grassland habitat.		Timeline
Objective 1	Reduce Scotch broom percent cover to ≤10% in each unit where priority plant species occur by 2025.	
Monitoring	Visually assess and record percent cover of Scotch broom in grassland habitats. Compare to baseline.	Annually
Objective 2	Eradicate spotted knapweed from grassland habitat by 2023.	
Monitoring	Visually assess and record presence of spotted knapweed in grassland habitats. Compare to baseline.	Annually
Objective 3	Contain Canada thistle within its current footprint and decrease percent cover to ≤5% in all grassland units by 2025.	

Monitoring	Visually assess and record percent cover of Canada thistle in grassland habitats. Compare to baseline footprint and percent cover.	Annually
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Goal: Restore native wet prairie plant communities.		Timeline
Objective 1	Convert 120 acres of agricultural crop fields to native wet prairie by 2025.	
Monitoring	Record acres converted from agriculture to native wet prairie.	2023-2025
Monitoring	Visually assess and record diversity of native species in wet prairie.	2025, every 5 years thereafter
Monitoring	Visually assess invasive plant survival and establishment.	2025, annually thereafter

Goal: Provide public access compatible with habitat management goals.		Timeline
Objective 1	Conduct four site tours annually for local schools and/or special interest groups (e.g. Audubon).	
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Objective 2	Maintain existing network of roads and trails annually for use as public pedestrian access.	
Monitoring	Assess all roads and trails to document conditions and suitability for public pedestrian use. Note presence of unsanctioned new user trails.	Quarterly
Objective 3	Within two years, develop a plan for future public parking and site access.	
Monitoring	Document options considered for parking, trailheads, and trail construction.	2022

Bonneville Power Administration
Willamette Wildlife Mitigation Program

Operations and Maintenance

ODFW Baselines

November 13, 2012

(minor edits 9/9/13)

Background

In order for the State of Oregon to successfully implement the October 2010 Willamette River Basin Memorandum of Agreement Regarding Wildlife Habitat Protection and Enhancement between the State of Oregon and the Bonneville Power Administration (Settlement) permanent funding for operations and maintenance (O&M) activities that maintain desired habitat conditions on projects must be established. The Settlement document anticipated this need when the parties agreed to the creation of a Stewardship Account (II G. 1.d.). This account is to receive funding for projects as “*the Parties shall determine what portion of this funding for new projects to dedicate to stewardship*”.

The State of Oregon (State) is then to use this account to establish a grant program that funds O&M in perpetuity. Since the document clearly states that BPA will no longer have an obligation to fund O&M if the funds in the account are inadequate (II G. 1.d.v.), it is essential to establish a baseline per acre estimate of ongoing O&M expenses on an annual basis. Also essential is the creation of an endowed stewardship account that can reasonably be expected to produce a perpetual income stream to fund annual program expenses. This document represents the State’s approach to determining a baseline cost estimate for O&M to support administrative expenses and land management over time, and then a calculation method to be used to determine the principal needed to generate that amount annually. This baseline covers annual O&M on functional habitat projects only, and does not reflect costs for habitat restoration activities on projects.

The Settlement also anticipated other options for funding of long term O&M. Tribes may opt out of the State Stewardship grant process (II G. 1.d.iii). Applicants other than ODFW may also propose permanent O&M funding as part of their projects (II G. 6). Finally, the project selection criteria are to positively consider contributions of funding from other sources in the ranking process (II D. 4). The draft criteria recognize such contributions towards O&M explicitly;

Long Term Operations & Maintenance: Evaluation under this criterion should focus on demonstrated fiscal capacity, staffing and presence in the Willamette Basin of the conservation landowner, in order to maintain WWMP investments in wildlife habitat values for decades to come. Costs will vary significantly depending on the specific site. However, applicants will be expected to delineate the source of long term O&M funding and provide a detailed description if the projected expense deviates significantly from the current ODFW baseline rate.

Applicants should make a good faith effort to project the needs and annual cost for long term stewardship of the site post-restoration in order to maintain habitat benefits in perpetuity.

The conservation owner must have a viable plan to fund and support annual maintenance requirements of the site. Assessment of long term stewardship needs should focus on the long term owner of the conservation interest in the property, which in some cases may not be the same entity as the applicant for acquisition funding. The criteria for evaluation

of projects based on long term operations & maintenance funding will be based on the following:

- a. The conservation landowner has a plan for securing funds to maintain the property's habitat values in perpetuity*
- b. The conservation landowner has the organizational capacity, funding, expertise and partnerships to maintain the property's habitat values in perpetuity.*

Score: 3; High level of confidence in long term operations and maintenance capacity. Partnership funding of O&M is assured; 2; Reasonable level of confidence with some concerns. Some degree of ODFW/BPA program funding will be required; 1; Low level of confidence with significant concerns. ODFW/BPA funding for most O&M will be necessary.

Under the proposed criteria, if proponents bring forward projects that include plans for funding long term O&M through their own organizational capacity, without the need for such funding from BPA or the State's program, rankings will positively reflect such capability. Such projects would therefore not receive O&M funding from the Stewardship Account. However, proponents may also bring forward projects that request funds for acquisition and O&M for a one time endowment for perpetual O&M. A definite need exists to establish a standard level of dispersing O&M funds to address project needs. Prior to this baseline there has been no standard and O&M requests have been variable, with a high degree of inconsistency in their calculation and approach.

The Department establishes a starting baseline O&M estimate on a per acre basis, which the State will use as a standard for estimating baseline O&M for all projects in the future, with the intent of using that estimate to structure our long-term funding plan. In addition, the State proposes utilizing the baseline O&M estimate and applying it to all funded project acres except those that have demonstrated an alternative means of funding long term O&M as described above. We also propose discussing this baseline estimate with the three Tribes and, with their concurrence, using it in the future to assess minimum O&M funding for Tribal projects. The baseline estimate would be used to assess the adequacy of proposed alternative O&M funding by project proponents as well.

During each funding cycle, the calculated baseline amount (in dollars per acre) will be provided to BPA along with the State's project recommendations. For all projects that will require BPA O&M funding, the State will request BPA place sufficient principal in the Stewardship Account to generate annual income sufficient to cover baseline O&M funding in perpetuity for each recommended project, using an income estimation method that will be described later. In addition to such direct project-oriented funding, unexpended ODFW acquisition fund dollars (II G.2) and unexpended ODFW operation and maintenance fund dollars (II G.2) may also be transferred to the Stewardship Fund each year (II G. 10). This would reduce the amount needed from project-oriented funding, as would projects that funded O&M from non-BPA partnerships. The final objective is to have the Stewardship Fund fully funded at the conclusion of the Agreement period, in order to produce an income stream that produces enough revenue each year to pay the baseline O&M cost for all those acres that have indicated a dependence on the account for such funding.

Annual Evaluation

Actual O&M costs for projects may well vary from this estimate. Given the inherent difficulties in predicting long term O&M costs, institutional stability over decades, interest rates, and the like, we will assess our assumptions and analysis annually over the course of the Settlement and propose modifying the funding level if we find our estimates were not accurate or deviate from recent experience.

Pre-funding Long Term O&M on Legacy Projects

The Parties have discussed the long term funding of O&M on those projects that pre-date the Agreement (“Legacy Projects”) and those that have been funded to date on several occasions. There were 6,699 acres protected prior to 2010, an additional 2,958 acres protected in 2010, and an additional 857 acres in 2011 and 2012, for a total of 10,514 acres. Of those total acres, BPA and ODFW have been funding some level of O&M activities on approximately 3,469 acres through the Department’s Willamette Wildlife Mitigation Program (Project Number 199206800). This does not include those acres where ODFW is the project manager. The projects and acres considered Legacy Projects are those where there is some level of expectation that this O&M funding continue. These projects are shown in Table 1.

Talks being conducted with those Legacy Project sponsors that receive ongoing O&M funding through the State’s program will continue. This does not include the Zena and Sorenson properties, where BPA holds the Conservation Easements, and which will have to be discussed separately. We may propose capitalizing those ongoing O&M expenses at the agreed baseline rate, subject to individual adjustment based on the history of per acre funding for each project. If mutually agreed by the State and each project proponent, we will then propose that the principal in the amount needed to generate such annual income be placed into an ODFW Stewardship Account by BPA. If BPA agrees and has the funds to do so, they may then capitalize some or all of the proposed projects’ O&M from those dollars it has agreed to provide to the Willamette Wildlife Fund (II G. 1). If such capitalization of Legacy Projects does occur, it shall not increase the financial obligations that BPA has agreed to provide.

Table 1. Legacy properties acquired prior to FY2013 with outstanding O&M needs.

Proponent	Property acquired	Total Acreage	Cost	Cost per acre	FY Year Acquired	O&M status
BPA	Zena Ranch	1797	\$6,485,000	\$3,609	2007	O&M is funded annually through the ODFW O&M budget.
Friends of Buford Park	Sorenson	42	\$172,955	\$4,118	1998	O&M is funded annually through the ODFW O&M budget.
GLT (ODFW owns CE)	Lonestar	199	\$2,414,000	\$12,131	2008	O&M on GLT properties is funded annually through the ODFW O&M budget.
GLT	Willamette Bluffs	119	\$488,648	\$4,106	2009	
MRT (ODFW owns CE)	Big Island	108	\$242,955	\$2,250	2001	O&M on MRT properties is funded annually through the ODFW O&M budget.
MRT	Green Island	856	\$1,052,826	\$1,230	2004	
MRT	Hunsaker (Beggeren Watershed Conservation Area)	92	\$777,000	\$8,446	2010	
MRT	Melovin (Coburg Aggregate Restoration Project)	58	\$1,200,000	\$20,690	2010	
MRT	Railroad Island	63	\$37,500	\$595	\$0	
ODFW/City of Corvallis	Muddy Creek/Mary's River (Herbert Natural Area)	222	\$387,500	\$1,745	2002	O&M is funded annually through the ODFW O&M budget.
ODFW/BPA	John R. Palensky	417	\$700,000	\$1,679	1991	O&M is funded annually through the ODFW O&M budget.
ODFW	Canby Landing	23	\$250,000	\$10,870	2002	O&M is funded annually through the ODFW O&M budget.

Calculating Baseline O&M

According to the Center for Natural Lands Management, operations are defined as the administrative and staff functions which occur at the property level, including office, legal and utility costs related to the management of the site, as well as habitat management, monitoring and biological surveys necessary to monitor and maintain the biological function and integrity of the property (CNLM 2004). The O&M budget can be broken down into three overarching categories: administration, ecosystem management and general maintenance.

The nature of the Willamette Valley makes O&M costs especially high due to several key factors;

1. The high population density of the region and related costs of controlling access, trespass, and public use;
2. The proliferation of invasive species;;
3. The long growing season and mild climate;
4. The high cost of goods, services, and properties in most areas compared to many more rural areas; and
5. The fragmentation of natural habitats in the area.

On heavily impacted sites, the cost of habitat maintenance can be expected to decrease over time as high upfront costs associated with restoration are replaced by long-term upkeep and maintenance costs that generally can be expected to be relatively constant and less expensive. This baseline does not cover the upfront restoration activities often needed to restore habitats to functional condition. Instead, we assume functional and restored conditions are present and estimate the costs of baseline O&M activities needed to maintain that condition.

Minimum Baseline O&M Standards

There are various biological, logistical, and managerial conditions that may influence operations and maintenance costs for each property acquired. These include the overall stability of conditions, particularly the type and the abundance of invasive species which need to be actively managed and controlled. The specific habitat types present and extent of natural function, as well as the resilience of the biological community, will strongly dictate management and maintenance costs. The management goals for each site, particularly whether the goal is protecting healthy and relatively intact areas versus restoring or converting heavily damaged and disturbed habitat may also impact O&M for each project (CBFWA 2007).

The location of the property and ease of access are factors as the cost of the transportation of personnel and supplies are impacted by distance and terrain. Proximity to the “home base” of the responsible party tending to the property and ease of access will greatly affect cost, especially when considering travel to and from the property.

Whether or not a site has public access will also impact overall costs due to the extra maintenance required for associated items like trails, signage, parking and enforcement of public

use regulation. Activities associated with public use are a major component of maintenance and operations costs (CNLM 2004).

The size, structure and experience of the managing organization may also influence the per acre cost for O&M, since larger, more experienced organizations generally have more equipment and resources to cover O&M expenditures which may reduce per acre costs. Smaller or less experienced partners may lack the funds, supplies and staff and require more assistance to meet O&M costs. Adjacent land use can also influence maintenance as trespass, invasive species, and disturbance could impact the level of management required to maintain healthy ecological function.

Willamette Valley restoration ecologists from conservation organizations and experienced ODFW staff were asked to provide estimates informed by past experience on the average O&M costs per acre for baseline habitat maintenance on functional habitats. The general activities and associated costs they identified to maintain each habitat type are listed in Table 2. Each individual value represents a response, which demonstrates a range of costs depending on habitat type, as well as individual property.

Table 2. Maintenance cost by habitat type as estimated by conservation organizations and ODFW staff in the Willamette Valley. Typical tasks included in the cost estimates are noted

Habitat Type	Cost/Acre/Yr	Maintenance
Wetland	\$25	herbicide, mowing, disking, water level management
Riparian	\$10	herbicide, invasive plant removal
Oak Savannah	\$20	herbicide, mowing, invasive plant removal, cat work, planting
Grassland	\$52	<i>Average cost for Grassland</i>
	\$15	herbicide, mowing, planting
	\$40	yr 5-10, add rhizomes, big rooted plants, and bulbs
	\$100	spot spray, veg. monitoring ,planting
Average	\$26.75	Maintenance per acre per year averaged across habitat types

The annual operational budgets for two ODFW NW Region wildlife areas, on a per acre basis, are provided in Table 3. The annual budget includes staff, administrative costs, field maintenance and general services and supplies. Also provided are estimated annual O&M expense estimates from two well-respected land trusts that are managing conservation easements in the Willamette Valley.

Table 3. Operating budgets estimated and/or O&M cost per acre per year estimates for ODFW Wildlife Areas and Land Trust Conservation Easements in the Willamette Valley

Wildlife Area	Cost/Acre/Yr
Fern Ridge	\$51.69

Sauvie Island	\$56.82
WV Land Trust "A"	\$101.33
WV Land Trust "B"	100.00
Average	\$77.46

The Center for Natural Lands Management conducted an in-depth study of natural land management costs for the EPA in 2004 (CNLM 2004). They analyzed twenty-eight sites in Arizona, California, and Oregon. Their sizes ranged from 13 acres to more than 100,000 acres with a total of 325,000 acres surveyed. They were owned by public agencies, private non-profits or private parties in mitigation banks. The variation between preserves was striking not only in the total management cost but in the kinds of activities necessary to manage them. Annual management costs averaged \$51 per acre per year for all 28 projects (the median was \$122 for the sample). The range in cost per acre per year was \$6 to more than \$2,100. O&M varied significantly due to site specific variables. The study established various categories that required a specific percentage of the O&M budget (Table 4).

Table 4. Average percentage breakdown of the O&M budget for each of the 28 sites in the CNLM study (CNLM 2004).

Category	Percent	Cost/Acre
Administration	18%	\$9.18
Construction	8%	\$4.08
Biotic Surveys	7%	\$3.57
Habitat Maintenance	15%	\$7.65
Water Management	3%	\$1.53
Public Services	19%	\$9.69
General Maintenance	3%	\$1.53
Reporting	3%	\$1.53
Office Maintenance	5%	\$2.55
Field Equipment	6%	\$3.06
Operations	6%	\$3.06
Contingency	7%	\$3.57
Total	100%	\$51

The cumulative increase in inflation between January 2005 and July 2012 has been 20.14%. This means that the estimates obtained in 2004 would be approximately \$61.27/acre in 2012.

Table 5 summarizes the range of cost estimates discussed above.

Table 5. Summary of Cost Estimates

Cost/Acre/Yr	Estimate Source
\$51.00	Center for Natural Lands Management 28 Case Studies - 2004

\$26.75	Willamette Valley Experts – Habitat Management Only
\$77.46	ODFW & Land Trust Average

State Baselines for Funding the Stewardship Account

The state will use a value of \$78.00 per acre as an initial annual baseline O&M cost per acre estimate. This is designed as a conservative estimate that approximates ODFW’s current cost of management of our own properties. We recognize that it may be difficult for some organizations to achieve baseline O&M at this funding level. Difficulties of this type could be accommodated by requesting higher O&M on specific projects (with justification), partnerships that funded some or all O&M from non-BPA sources and by periodic analysis and adjustment of the rate applied. To provide an annual income stream to fund the estimated long-term operations and maintenance cost of \$78 per acre the Stewardship Account should be set up as a permanent endowment that will cover baseline O&M for all projects so designated at the time of funding. This will ensure that O&M costs can be covered after BPA’s acquisition commitments are met and BPA is no longer obligated to provide funding for these activities. Without such an endowment, the loss of BPA funding will put the long term habitat mitigation provided by the protected acres in serious jeopardy.

Assuming that the minimum number of additional acres required in the Agreement are all that were purchased (II C), and that all those acres were dependent on the Stewardship Account for funding, using the \$78.00 per acre baseline would yield the following annual expenditure; 16,880 acres x \$78 per acre= \$1,316,640 per year.

Pending legislative authorization, the State’s Stewardship Account will be deposited into the Oregon Intermediate Term Pool (OITP). The OITP provides Oregon state-owned and sponsored entities with a vehicle to invest dollars not needed to cover short-term needs and able to withstand greater price volatility to achieve returns often associated with longer-term investments. The OITP was established in July of 2010, so historical return information is lacking. In deciding on the interest rate to use in calculating the amount of Settlement funding to put into the account, we propose to use the 25 year average of 1, 3, and 5 year U.S. Government Treasury securities, as reported by the Federal Reserve (Federal Reserve System). Table 6 below shows this data. The current average for the last 25 years (1987 – 2011) is 4.79%.

Table 6. Market yield on U.S. Treasury securities at 1-year, 3-year, and 5-year constant maturities, quoted on investment basis

Year	One Year (%)	Three Year (%)	Five Year (%)	Average (%)
1987	6.77	7.68	7.94	7.46
1988	7.65	8.26	8.48	8.13
1989	8.53	8.55	8.5	8.53
1990	7.89	8.26	8.37	8.17
1991	5.86	6.82	7.37	6.68
1992	3.89	5.3	6.19	5.13
1993	3.43	4.44	5.14	4.34
1994	5.32	6.27	6.69	6.09
1995	5.94	6.25	6.38	6.19
1996	5.52	5.99	6.18	5.90
1997	5.63	6.1	6.22	5.98
1998	5.05	5.14	5.15	5.11
1999	5.08	5.49	5.55	5.37
2000	6.11	6.22	6.16	6.16
2001	3.49	4.09	4.56	4.05
2002	2	3.1	3.82	2.97
2003	1.24	2.1	2.97	2.10
2004	1.89	2.78	3.43	2.70
2005	3.62	3.93	4.05	3.87
2006	4.94	4.77	4.75	4.82
2007	4.53	4.35	4.43	4.44
2008	1.83	2.24	2.8	2.29
2009	0.47	1.43	2.2	1.37
2010	0.32	1.11	1.93	1.12
2011	0.18	0.75	1.52	0.82

25 Year Average=	4.79%
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The amount of baseline O&M funding required will be used to calculate what amount will be needed to deposit in the stewardship account on an annual basis. The objective is to create a permanent endowment in the account, where the principal is untouched and earnings provide enough income to cover at least the baseline O&M (for all projects where an O&M source is needed) in perpetuity.

In practice the amount placed in the account may be reduced by the use of the actual acres protected, after subtracting those protected acres where some means other than the State’s stewardship account will provide O&M. The amount will also be adjusted to fit changes in return anticipated in the account. We will use a rolling average and update the assumed rate annually, in order to calculate the return rate going forward (in other words, recalculate next year to measure the 25 years from 1988 – 2012, and the year after that to use the years 1989 – 2013, and so on) until the Settlement period is completed. If accurate and predictable information on actual OITP earnings becomes available during this period, that rate will be used in the future.

The State will provide BPA with these figures annually for our project recommendations, and will also periodically review the assumptions, funding levels, management needs, and other factors related to this issue with BPA to ensure progress towards the common goal of fully funding the stewardship account to provide a perpetual income stream sufficient to maintain protected habitats while still meeting or exceeding the minimum acreage targets as specified in the Settlement.

Using the current estimates and earnings, a million dollars in the account will theoretically earn \$47,900 annually. When 16,880 acres is multiplied (the minimum additional acres to be purchased since Settlement) times the baseline O&M figure, expressed in dollars/acre/year, to estimate the amount of O&M needed to maintain the habitat values on all protected lands, and then using the current 25 year average of 1, 3, and 5 year U.S. Government Treasury securities, as reported by the Federal Reserve, the estimate of Stewardship Account funding shown in Table 7 is produced. The approximate amounts of the Willamette Wildlife Fund that could go to acquisition and to stewardship under this proposal are shown in Figure 1. It should be noted that these amounts would be reduced where projects involved partnerships that covered O&M expenses, as anticipated in the agreement.

Table 7. Stewardship account estimate including estimated O&M needs as well as estimated principal investment required, if all 16,880 acres required O&M funding.

Average Cost of O&M per acre per year	Total Acres	Total Annual O&M	Principal Investment Required
\$78	16,880	\$1,316,640	\$27,487,265

Acronyms:

BPA	Bonneville Power Administration
CNLM	Center for Natural Lands Management
O&M	Operations and Maintenance
ODFW	Oregon Department of Fish and Wildlife
OITP	Oregon Intermediate Term Pool
WWMP	Willamette Wildlife Mitigation Program
CBFWA	Columbia Basin Fish and Wildlife Authority

References:

Center for Natural Lands Management (CNLM). 2004. Natural Lands Management Cost Analysis: 28 Case Studies. Prepared for the Environmental Protection Agency.

Columbia Basin Fish and Wildlife Authority. 2007. A Discussion of Factors Affecting Operations and Maintenance Costs Associated with Wildlife Mitigation Projects Implemented Under the Northwest Power Planning and Conservation Act of 1980. Prepared for the Independent Economic Advisory Board. Available at www.cbfga.org.

Federal Reserve System. Market yield on U.S. Treasury securities at 1-year, 3-year, and 5-year constant maturities, quoted on investment basis. Available at <http://www.federalreserve.gov/releases/h15/data.htm>.

Willamette River Basin Memorandum of Agreement Regarding Wildlife Habitat Protection and Enhancement between the State of Oregon and the Bonneville Power Administration. October 22, 2010.

APPENDIX F: TEMPLATE STEWARDSHIP AGREEMENTS

Template Stewardship Agreement Conservation Easement Acquisition

Bonneville Stewardship Funding Agreement [Name of property]

I. Purpose of the Agreement

The Bonneville Power Administration (“BPA”) has funded the acquisition by [SPONSOR] (“Sponsor”) of a conservation easement (“Conservation Easement”) located in _____ County, Oregon (“Property”). BPA provided this funding to partially fulfill its fish and wildlife mitigation responsibilities under the Pacific Northwest Electric Power and Conservation Act, 16 U.S.C. § 839(b)(h)(10), and consistent with its obligations under the Willamette River Basin Memorandum of Agreement Regarding Wildlife Habitat Protection and Enhancement between the State of Oregon and the Bonneville Power Administration, October 22, 2010. In exchange, the United States (acting by and through BPA) received third-party rights of enforcement through the Conservation Easement. BPA and [Sponsor] are the Parties (“Parties”) to this agreement.

II. Property[/ies] Covered by this Agreement

1. [Property name] (BPA Tract ID

III. Consideration

1. BPA will make a one-time lump sum payment of \$ _____ from which [Sponsor] will draw monies as needed to provide stewardship on the Property (the “Stewardship Funding”).
2. Upon delivery of the Stewardship Funding, BPA will have forever satisfied any and all obligations it may have to [Sponsor] or any other entity or under any law to fund the stewardship of the Property.
3. [Sponsor] will not request or support the requests of others for any additional funding from BPA for stewardship activities on the Property as those activities are described in section IV.2 below. This agreement does not, however, preclude [Sponsor] from seeking other funding from BPA or any other source to restore the Property, as provided in section IV.4 below, to improve the ecological conditions on them for native fish and wildlife. BPA has no obligation to provide additional funding for restoration.

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IV. Use of the Stewardship Funding

1. BPA is providing the Stewardship Funding under this agreement for [Sponsor] to provide stewardship on the Property; that is, for land management and maintenance on the Property in a manner that preserves or enhances its conservation value. [Sponsor] must use the Stewardship Funding only in a manner that helps fulfill the terms of the Conservation Easement, legal obligations associated with land ownership not otherwise prohibited by this agreement, and any land management plan for the Property determined by BPA to be consistent with the purpose of the acquisition and the terms of the Conservation Easement.
2. [Sponsor] may expend the Stewardship Funding on land management and maintenance activities, including project management and oversight. BPA encourages [Sponsor] to use the funding for on-the-ground stewardship activities wherever possible to ensure protection, maintenance and enhancement of the Conservation Values identified in the Conservation Easement. Notwithstanding the foregoing, Stewardship Funding shall not be used for restoration activities as described in section IV.4, below. Any uncertainty may be referred to BPA for resolution.

Representative stewardship activities under this agreement include, but are not limited to:

- Monitor and enforce Conservation Easement terms and conditions;
 - Monitor and address surrounding land uses or activities that could adversely affect the conservation values on the Property;
 - Maintain [Sponsor]’s realty files including current photos, maps, tax and ownership information;
 - Update existing management plans;
 - Maintain signage;
 - Inventory, map and evaluate habitat conditions;
 - Outreach to neighbors, stakeholders, local governments and volunteers;
 - Detect, map and treat invasive species;
 - Vegetation management, such as planting, seeding, mowing and maintenance of past plantings, and use of prescribed fire; or
 - Stewardship Fund reporting.
3. [Sponsor] is responsible for following applicable state and federal laws and obtaining any required permits when conducting stewardship activities. All activities completed with Stewardship Funding should be done using best management practices.
 4. [Sponsor] shall not use Stewardship Funding for restoration activities. For purposes of this agreement, restoration differs from stewardship in that restoration is typically larger scale, often includes earthmoving activities or construction, and occurs only once or at most infrequently. Restoration activities include such things as removing dikes, creating islands, reshaping topography, and placing or removing riprap or pilings.

This representative list may change depending on the nature of the conservation easement acquisition.

5. [Sponsor] shall not pay property taxes with Stewardship Funding.
6. [Sponsor]'s stewardship actions funded in whole or in part with Stewardship Funding is not considered an ongoing federal action. [Sponsor] shall not be required to get any pre-approval from BPA for activities which are carried out with the Stewardship Funding, other than approvals that may be otherwise required under the Conservation Easement or other agreement with BPA, and federal regulations shall not, by reason of the Stewardship Funding, apply to contracts issued by [Sponsor] for any work on the Property.

V. Stewardship Funding

1. Upon execution of this agreement, BPA will wire the Stewardship Funding to [Sponsor]'s designated account.
2. *[This provision subject to change in order to reflect Sponsor's structure for accounting on individual properties]* Subject to the above, [Sponsor] may allocate the Stewardship Funding as it deems appropriate between: (1) a "spend-down" stewardship account for the Property, maintained centrally in the manner customary for such accounts for [Sponsor]; and (ii) an endowment account, from which the Property will receive a certain amount each year for application to the purposes of this agreement. [Sponsor] will maintain both kinds of accounts centrally at [Sponsor], with a separate subaccount for bookkeeping purposes for the Property, which will allow [Sponsor] to accurately track the Stewardship Funding and any other income from the Property. Any interest earned on the Stewardship Funding must either be reinvested in the stewardship account for the Property or must be used for stewardship activities on the Property.
3. In addition, [Sponsor] will deposit any net proceeds from any income generated from the Property through permitted activities (e.g., timber receipts, grazing lease fees, recreational or hunting fees, movie rights or royalties, sale of fixtures, etc.) in the stewardship account for the Property which is established in the manner described above. "Net proceeds" refers to proceeds remaining after necessary expenses related to the income-generating activity. Property taxes may be paid using income generated from the Property.
4. BPA and [Sponsor] may, by mutual written agreement, in addition to the property identified in in section II, above, agree to include under the terms of this agreement one or more additional properties where BPA has funded [Sponsor]'s purchase of the property(ies) to aid BPA in fulfilling its fish and wildlife protection, mitigation, and enhancement responsibilities under the Pacific Northwest Electric Power and Conservation Act, 16 U.S.C. § 839(b)(h)(10), or the Endangered Species Act, 16 U.S.C. § 1536. In that event, the terms of this agreement shall apply to the funding BPA provides to [Sponsor] for the stewardship of the additional property(ies), and such additional property(ies) shall be included within the defined term "Property". The Parties intend that the Stewardship

Funding shall be confined to the property for which it was originally awarded and that the term “Property” shall be construed to refer to such individual property, except as the context requires otherwise.

VI. Administrative Provisions

1. [Sponsor] will provide to BPA an annual accounting of the use of the Stewardship Funding on the template provided in Exhibit A, beginning on April 15th in calendar year 20__, documenting all expenditures made using the Stewardship Funding until the account is exhausted or the agreement expires as outlined in section VI.8, below. [Sponsor] will send the report electronically to fwlandreports@bpa.gov and to F&W WWMP Lead, EW-4, P.O. Box 3621, Portland, Oregon 97208-3621 unless otherwise directed by BPA. BPA may inspect [Sponsor]’s books for the stewardship account(s) at any time upon reasonable notice which shall be no less than five business days. If BPA determines [Sponsor] has misspent funds, [Sponsor] will be required to refund the amount misspent.
2. This agreement binds the Parties and their successors and assigns.
3. This agreement is only effective once BPA has funded the acquisition of the Property identified in section II, above, and accepted the Conservation Easement from [Sponsor].
4. This agreement is meant to support [Sponsor]’s stewardship of the Property; however, this agreement does not amend or void any provision, or relieve [Sponsor] of any legal duties or restrictions, under the Conservation Easement or management plan. In the event of any conflict between the terms of this agreement and the terms of the Conservation Easement, the terms of the Conservation Easement shall control.
5. This agreement is a contract, and is separate and enforceable outside the terms of the Conservation Easement.
6. In the event there are disputes between the Parties relating to this agreement that are not resolved at the staff level, the staff of each Party will present the information and the nature of the dispute to its senior management staff for resolution. Should the Parties be unable to resolve the dispute at the senior staff level, the Parties agree to participate in mediation, using a mutually agreed upon mediator. The mediator will not render a decision, but will assist the disputing Parties in reaching a mutually satisfactory agreement.
7. In the event that [Sponsor] assigns or transfers the Property, [Sponsor] shall transfer the balance of the Stewardship Funding at the same time, including all principal, accrued interest, and other earnings, to the new owner of the property interest (or other entity approved by BPA), and [Sponsor] agrees to provide BPA a signed acknowledgement from the new owner that it understands the conditions for the use of the Stewardship Funding

and will abide them. BPA will honor a reasonable, good faith calculation by [Sponsor] of the proper dollar amount to be transferred to the assignee of the Stewardship Funding.

8. The limitations and obligations that this agreement imposes on [Sponsor] expire when either the Stewardship Funding has been fully expended or on September 30, 20__/[30 years], whichever comes first, if no additional properties are added as provided in Section V.4 above. If additional properties are added to this agreement as provided in Section V.4 above, the limitations and obligations that this agreement imposes on [Sponsor] for the Stewardship Funding provided for those additional properties shall expire thirty (30) years from the date of payment.
9. Where this agreement grants or requires BPA approval, unless provided otherwise, BPA shall complete its review and provide its decision within a reasonable time, typically within 30 business days after submission of a completed document from [Sponsor]. For amended or redrafted submissions, review should typically be within 15 business days. BPA shall not withhold its approval unreasonably.

The United States Department of Energy, Bonneville Power Administration

Name
Title

Date

SPONSOR

Name
Title

Date

**EXHIBIT A
STEWARDSHIP FUNDING ANNUAL ACCOUNTING TEMPLATE**

Annual Conservation Easement, Stewardship, and Income-Generating Activities Reporting Template

To: fwlandreports@bpa.gov
From: [YOUR NAME AND TITLE, ENTITY NAME, EMAIL ADDRESS]

Dates Report Covers: *[SHOULD BE THE PREVIOUS CALENDAR YEAR].*

BPA Tract ID: _____

BPA Project Number, if applicable: _____

Instructions for Reporting Template: This is an annual report covering the previous calendar year and you should address any activities, incidents or events that occurred during the year. If you are managing multiple properties, address individual properties separately in sections provided below. Financial reporting should be done by individual property but also totaled up at the end if the stewardship funding is shared across properties.

Land Management Plan Information

Does your property have a current Land Management Plan that has been reviewed and accepted by Bonneville?

If no, explain:

Enter year the plan was created or updated:

Section I: Activities on the Property

- A. Briefly describe uses or activities undertaken, in progress, or planned during the reporting year. Include connections to the current management plan or goals of the action as they relate to the conservation values include data such as acres, length of stream buffer planted, length of fence installed, etc. Include a map as an attachment showing where the activities occurred.

- B. Describe any changes in real property interests during the reporting period, including water rights (with more detail below), ownership changes, boundary disputes, liens, leases, easements. Also list any **new** Land Use Agreements with BPA.
- C. If there are water rights, for each right include certificate number and:
- a) Describe annual use to keep the water rights current;
 - b) Confirm whether required reporting to OWRD has been done and attach report or link to report.
 - c) If a change to the water right is anticipated or in progress, describe the status and process to transfer the water permanently instream for the benefit of fish and wildlife
- D. Describe any occurrences, incidents, or events that affected the property or its conservation values, either planned or unplanned (i.e. fires, building removal, new road construction).

Section II: Conservation Easement Reporting

- A. **Easement Prohibited Uses:** In the table below, use your easement's Prohibited Uses section to describe any violations, or potential violations, of the Conservation Easement and any mitigation and/or enforcement actions taken by your organization. Enter "N/A" if none.

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Provide a separate table for each property; delete the examples if you are only reporting on one property.

Example

<i>Summary of Easement Prohibited Uses</i>	<i>Violations (Or addressed in LMP or LUA?)</i>	<i>Enforcement or Mitigation Actions</i>
<i>Example: Any residential, commercial, or industrial uses of the Protected Property is prohibited, including timber harvesting, grazing of livestock, and agricultural production.</i>	<i>Grazing on 10 acres- April through June</i>	
<i>Example: Construction of new buildings, facilities, fences or other structures is prohibited.</i>	<i>.5 mile of fence on SE side of property-by neighbor</i>	<i>Yes, working with BPA realty on a lot line adjustment.</i>

Enter specific info here:

<i>Summary of Easement Prohibited Uses</i>	<i>Violations (Or addressed in LMP or LUA?)</i>	<i>Enforcement or Mitigation Actions</i>

B. Easement Specifically Permitted Uses: In the table below describe activities that are specifically permitted in your conservation easement or through an acknowledged by BPA Land Management Plan or a Land Use Agreement. Examples of activities include

Appendix F: Template Stewardship Agreements

those allowed and described but would otherwise be prohibited. For example, limited grazing or agriculture, development zones, etc. Enter "N/A" if none.

<i>Summary of Easement's Specifically Permitted Uses</i>	<i>Any Necessary Limits or Prescriptions</i>	<i>Summary of Activities</i>

Section III: Stewardship and Proceeds Accounting

Indicate what activities performed used, or did not use, stewardship funding. If the activities cover multiple BPA-funded properties, please provide information on expenditures for individual properties (sub-accounts) in **section B** and indicate which activities occurred on each property. If you are only reporting on one property delete the extra columns. If your activities do not exactly match the ones below please edit accordingly, but stay as specific as possible.

A: Stewardship and Income-Generating Activities Accounting - In the table below input the associated dollar amounts used or earned for each action on your property, or properties, or enter NA if not applicable.

Example:

	Stewardship funds used?	Proceeds Used from income-generating activities?
Maintain & defend legal property interests	<i>\$1000</i>	<i>NA</i>

	Stewardship funds used?	Proceeds used from income-generating activities?
Maintain & defend legal property interests		
Monitor and address surrounding land activities		
Maintain files		
Update existing management plans		
Maintain roads, trails, gates, etc.		
Control public access		
Control and administer authorized access		
Prevent and mitigate wildfire		

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Inventory, map and evaluate habitat conditions		
Outreach		
Detect, map and treat invasive species-explain		
Plan, conduct and monitor effects of prescribed fire		
Vegetation management (planting, seeding mowing and maintenance)		
Other land management activities (describe):		
Other land maintenance activities (describe):		
Other land enhancement		

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activities (describe):		
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B: Total Property Accounting

Total at beginning of reporting period	
Total calendar year expenditures	
Total interest gains	
Proceeds Earned - briefly describe how	
Proceeds Used - briefly describe how	
Total Proceeds	
Total Balance (Stewardship + Proceeds)	

For income generating activities, please describe how the funds were generated (lease description and duration, timber harvest description, etc)

Section IV: Other

If you have any other information to report, questions or concerns to be addressed, please describe here.

The undersigned hereby acknowledge and agree that this Annual Report for [*Name of Protected Property*] in [*County, State*], prepared by _[name]_ of [*organization*] _____ and dated _____, is an accurate description of the conditions and accounting of the property as of the date of this report.

By: *Name of Individual Signing*
Its: *Title of Individual Signing*
Organization Name

Date

SAMPLE

Template Stewardship Agreement Fee Title Acquisition

Bonneville Stewardship Funding Agreement
[Name of property]

I. Purpose of the Agreement

The Bonneville Power Administration (“**BPA**”) has funded the acquisition by [**SPONSOR**] (“**Sponsor**”) of certain real property located in _____ County, Oregon (“**Property**”). BPA provided this funding to partially fulfill its fish and wildlife mitigation responsibilities under the Pacific Northwest Electric Power and Conservation Act, 16 U.S.C. § 839(b)(h)(10), and consistent with its obligations under the Willamette River Basin Memorandum of Agreement Regarding Wildlife Habitat Protection and Enhancement between the State of Oregon and the Bonneville Power Administration, October 22, 2010. In exchange, [**Sponsor**] granted the United States (acting by and through BPA) a conservation easement encumbering the Property (“**Conservation Easement**”). BPA and [**Sponsor**] are the Parties (“**Parties**”) to this agreement.

II. Property[/ies] Covered by this Agreement

1. [Property name] (BPA Tract ID

III. Consideration

1. BPA will make a one-time lump sum payment of \$_____ from which [**Sponsor**] will draw monies as needed to provide stewardship on the Property (the “**Stewardship Funding**”).
2. Upon delivery of the Stewardship Funding, BPA will have forever satisfied any and all obligations it may have to [**Sponsor**] or any other entity or under any law to fund the stewardship of the Property.
3. [**Sponsor**] will not request or support the requests of others for any additional funding from BPA for stewardship activities on the Property as those activities are described in section IV.2 below. This agreement does not, however, preclude [**Sponsor**] from seeking other funding from BPA or any other source to restore the Property, as provided in section IV.4 below, to improve the ecological conditions on them for native fish and wildlife. BPA has no obligation to provide additional funding for restoration.

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IV. Use of the Stewardship Funding

1. BPA is providing the Stewardship Funding under this agreement for [Sponsor] to provide stewardship on the Property; that is, for land management and maintenance on the Property in a manner that preserves or enhances its conservation value. [Sponsor] must use the Stewardship Funding only in a manner that helps fulfill the terms of the Conservation Easement, legal obligations associated with land ownership not otherwise prohibited by this agreement, and any land management plan for the Property determined by BPA to be consistent with the purpose of the acquisition and the terms of the Conservation Easement.
2. [Sponsor] may expend the Stewardship Funding on land management and maintenance activities, including project management and oversight. BPA encourages [Sponsor] to use the funding for on-the-ground stewardship activities wherever possible to ensure protection, maintenance and enhancement of the Conservation Values identified in the Conservation Easement. Notwithstanding the foregoing, Stewardship Funding shall not be used for restoration activities as described in section IV.4, below. Any uncertainty may be referred to BPA for resolution.

Representative stewardship activities under this agreement include, but are not limited to:

- Maintain and defend Property boundaries and other legal property interests;
 - Monitor and address surrounding land uses or activities that could adversely affect the conservation values on the Property;
 - Maintain [Sponsor]'s realty files including current photos, maps, tax and ownership information;
 - Update existing land management plans;
 - Maintain roads, trails, gates, fences, locks and signage;
 - Control and prevent unauthorized public access or use;
 - Control and administer authorized access or use, such as for recreation;
 - Prevent encroachment and mitigate risk of catastrophic wildfire;
 - Inventory, map and evaluate habitat conditions;
 - Outreach to neighbors, stakeholders, local governments and volunteers;
 - Detect, map and treat invasive species;
 - Vegetation management, such as planting, seeding, mowing and maintenance of past plantings, and use of prescribed fire; or
 - Stewardship Fund reporting.
3. [Sponsor] is responsible for following applicable state and federal laws and obtaining any required permits when conducting stewardship activities. All activities completed with Stewardship Funding should be done using best management practices.
 4. [Sponsor] shall not use Stewardship Funding for restoration activities. For purposes of this agreement, restoration differs from stewardship in that restoration is typically larger scale, often includes earthmoving activities or construction, and occurs only once or at most

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infrequently. Restoration activities include such things as removing dikes, creating islands, reshaping topography, and placing or removing riprap or pilings.

5. [Sponsor] shall not pay property taxes with Stewardship Funding.
6. [Sponsor]'s stewardship actions funded in whole or in part with Stewardship Funding is not considered an ongoing federal action. [Sponsor] shall not be required to get any pre-approval from BPA for activities which are carried out with the Stewardship Funding, other than approvals that may be otherwise required under the Conservation Easement or other agreement with BPA, and federal regulations shall not, by reason of the Stewardship Funding, apply to contracts issued by [Sponsor] for any work on the Property.

V. Stewardship Funding

1. Upon execution of this agreement, BPA will wire the Stewardship Funding to [Sponsor]'s designated account.
2. *[This provision subject to change in order to reflect Sponsor's structure for accounting on individual properties]* Subject to the above, [Sponsor] may allocate the Stewardship Funding as it deems appropriate between: (1) a "spend-down" stewardship account for the Property, maintained centrally in the manner customary for such accounts for [Sponsor]; and (ii) an endowment account, from which the Property will receive a certain amount each year for application to the purposes of this agreement. [Sponsor] will maintain both kinds of accounts centrally at [Sponsor], with a separate subaccount for bookkeeping purposes for the Property, which will allow [Sponsor] to accurately track the Stewardship Funding and any other income from the Property. Any interest earned on the Stewardship Funding must be either reinvested in the stewardship account for the Property or must be used for stewardship activities on the Property.
3. In addition, [Sponsor] will deposit any net proceeds from any income generated from the Property through permitted activities (e.g., timber receipts, grazing lease fees, recreational or hunting fees, movie rights or royalties, sale of fixtures, etc.) in the stewardship account for the Property which is established in the manner described above. "Net proceeds" refers to proceeds remaining after necessary expenses related to the income-generating activity. Property taxes may be paid using income generated from the Property.
4. BPA and [Sponsor] may, by mutual written agreement, in addition to the property identified in in section II, above, agree to include under the terms of this agreement one or more additional properties where BPA has funded [Sponsor]'s purchase of the property(ies) to aid BPA in fulfilling its fish and wildlife protection, mitigation, and enhancement responsibilities under the Pacific Northwest Electric Power and Conservation Act, 16 U.S.C. § 839(b)(h)(10), or the Endangered Species Act, 16 U.S.C. § 1536. In that event, the terms of this agreement shall apply to the funding BPA provides to [Sponsor]

Appendix F: Template Stewardship Agreements

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for the stewardship of the additional property(ies), and such additional property(ies) shall be included within the defined term “Property”. The Parties intend that the Stewardship Funding shall be confined to the property for which it was originally awarded and that the term “Property” shall be construed to refer to such individual property, except as the context requires otherwise.

VI. Administrative Provisions

1. [Sponsor] will provide to BPA an annual accounting of the use of the Stewardship Funding on the template provided in Exhibit A, beginning on April 15th in calendar year 20__, documenting all expenditures made using the Stewardship Funding until the account is exhausted or the agreement expires as outlined in section VI.8, below. [Sponsor] will send the report electronically to fwlandreports@bpa.gov and to F&W WWMP Lead, EW-4, P.O. Box 3621, Portland, Oregon 97208-3621 unless otherwise directed by BPA. BPA may inspect [Sponsor]’s books for the stewardship account(s) at any time upon reasonable notice which shall be no less than five business days. If BPA determines [Sponsor] has misspent funds, [Sponsor] will be required to refund the amount misspent.
2. This agreement binds the Parties and their successors and assigns.
3. This agreement is only effective once BPA has funded the acquisition of the Property identified in section II, above, and accepted the Conservation Easement from [Sponsor].
4. This agreement is meant to support [Sponsor]’s stewardship of the Property; however, this agreement does not amend or void any provision, or relieve [Sponsor] of any legal duties or restrictions, under the Conservation Easement or management plan. In the event of any conflict between the terms of this agreement and the terms of the Conservation Easement, the terms of the Conservation Easement shall control.
5. This agreement is a contract, and is separate and enforceable outside the terms of the Conservation Easement.
6. In the event there are disputes between the Parties relating to this agreement that are not resolved at the staff level, the staff of each Party will present the information and the nature of the dispute to its senior management staff for resolution. Should the Parties be unable to resolve the dispute at the senior staff level, the Parties agree to participate in mediation, using a mutually agreed upon mediator. The mediator will not render a decision, but will assist the disputing Parties in reaching a mutually satisfactory agreement.
7. In the event that [Sponsor] assigns or transfers the Property, [Sponsor] shall transfer the balance of the Stewardship Funding at the same time, including all principal, accrued interest, and other earnings, to the new owner of the property interest (or other entity approved by BPA), and [Sponsor] agrees to provide BPA a signed acknowledgement from

the new owner that it understands the conditions for the use of the Stewardship Funding and will abide them. BPA will honor a reasonable, good faith calculation by [Sponsor] of the proper dollar amount to be transferred to the assignee of the Stewardship Funding.

8. The limitations and obligations that this agreement imposes on [Sponsor] expire when either the Stewardship Funding has been fully expended or on September 30, 20__*[30 years]*, whichever comes first, if no additional properties are added as provided in Section V.4 above. If additional properties are added to this agreement as provided in Section V.4 above, the limitations and obligations that this agreement imposes on [Sponsor] for the Stewardship Funding provided for those additional properties shall expire thirty (30) years from the date of payment.
9. Where this agreement grants or requires BPA approval, unless provided otherwise, BPA shall complete its review and provide its decision within a reasonable time, typically within 30 business days after submission of a completed document from [Sponsor]. For amended or redrafted submissions, review should typically be within 15 business days. BPA shall not withhold its approval unreasonably.

The United States Department of Energy, Bonneville Power Administration

Name
Title

Date

SPONSOR

Name
Title

Date

EXHIBIT A
STEWARDSHIP FUNDING ANNUAL ACCOUNTING TEMPLATE

Annual Conservation Easement, Stewardship, and Income-Generating Activities Reporting Template

To: fwlandreports@bpa.gov
From: [YOUR NAME AND TITLE, ENTITY NAME, EMAIL ADDRESS]

Dates Report Covers: *[SHOULD BE THE PREVIOUS CALENDAR YEAR].*

BPA Tract ID: _____

BPA Project Number, if applicable: _____

Instructions for Reporting Template: This is an annual report covering the previous calendar year and you should address any activities, incidents or events that occurred during the year. If you are managing multiple properties, address individual properties separately in sections provided below. Financial reporting should be done by individual property but also totaled up at the end if the stewardship funding is shared across properties.

Land Management Plan Information

Does your property have a current Land Management Plan that has been reviewed and accepted by Bonneville?

If no, explain:

Enter year the plan was created or updated:

Section I: Activities on the Property

- E. Briefly describe uses or activities undertaken, in progress, or planned during the reporting year. Include connections to the current management plan or goals of the action as they relate to the conservation values include data such as acres, length of stream buffer planted, length of fence installed, etc. Include a map as an attachment showing where the activities occurred.

- F. Describe any changes in real property interests during the reporting period, including water rights (with more detail below), ownership changes, boundary disputes, liens, leases, easements. Also list any **new** Land Use Agreements with BPA.
- G. If there are water rights, for each right include certificate number and:
- d) Describe annual use to keep the water rights current;
 - e) Confirm whether required reporting to OWRD has been done and attach report or link to report.
 - f) If a change to the water right is anticipated or in progress, describe the status and process to transfer the water permanently instream for the benefit of fish and wildlife
- H. Describe any occurrences, incidents, or events that affected the property or its conservation values, either planned or unplanned (i.e. fires, building removal, new road construction).

Section II: Conservation Easement Reporting

- C. **Easement Prohibited Uses:** In the table below, use your easement's Prohibited Uses section to describe any violations, or potential violations, of the Conservation Easement

and any mitigation and/or enforcement actions taken by your organization. Enter "N/A" if none.

Provide a separate table for each property; delete the examples if you are only reporting on one property.

Example

<i>Summary of Easement Prohibited Uses</i>	<i>Violations (Or addressed in LMP or LUA?)</i>	<i>Enforcement or Mitigation Actions</i>
<i>Example: Any residential, commercial, or industrial uses of the Protected Property is prohibited, including timber harvesting, grazing of livestock, and agricultural production.</i>	<i>Grazing on 10 acres- April through June</i>	
<i>Example: Construction of new buildings, facilities, fences or other structures is prohibited.</i>	<i>.5 mile of fence on SE side of property- by neighbor</i>	<i>Yes, working with BPA realty on a lot line adjustment.</i>

Enter specific info here:

<i>Summary of Easement Prohibited Uses</i>	<i>Violations (Or addressed in LMP or LUA?)</i>	<i>Enforcement or Mitigation Actions</i>

- D. **Easement Specifically Permitted Uses:** In the table below describe activities that are specifically permitted in your conservation easement or through an acknowledged by BPA Land Management Plan or a Land Use Agreement. Examples of activities include those allowed and described but would otherwise be prohibited. For example, limited grazing or agriculture, development zones, etc. Enter "N/A" if none.

<i>Summary of Easement's Specifically Permitted Uses</i>	<i>Any Necessary Limits or Prescriptions</i>	<i>Summary of Activities</i>

Section III: Stewardship and Proceeds Accounting

Indicate what activities performed used, or did not use, stewardship funding. If the activities cover multiple BPA-funded properties, please provide information on expenditures for individual properties (sub-accounts) in **section B** and indicate which activities occurred on each property. If you are only reporting on one property delete the extra columns. If your activities do not exactly match the ones below please edit accordingly, but stay as specific as possible.

A: Stewardship and Income-Generating Activities Accounting - In the table below input the associated dollar amounts used or earned for each action on your property, or properties, or enter NA if not applicable.

Example:

	Stewardship funds used?	Proceeds Used from income-generating activities?
Maintain & defend legal property interests	<i>\$1000</i>	<i>NA</i>

	Stewardship funds used?	Proceeds used from income-generating activities?
Maintain & defend legal property interests		
Monitor and address surrounding land activities		
Maintain files		
Update existing management plans		
Maintain roads, trails, gates, etc.		
Control public access		
Control and administer authorized access		
Prevent and mitigate wildfire		
Inventory, map and evaluate habitat conditions		
Outreach		
Detect, map and treat invasive species-explain		

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Plan, conduct and monitor effects of prescribed fire		
Vegetation management (planting, seeding mowing and maintenance)		
Other land management activities (describe):		
Other land maintenance activities (describe):		
Other land enhancement activities (describe):		

B: Total Property Accounting

Total at beginning of reporting period	
Total calendar year expenditures	
Total interest gains	
Proceeds Earned – briefly describe how	
Proceeds Used - briefly describe how	
Total Proceeds	
Total Balance (Stewardship + Proceeds)	

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For income generating activities, please describe how the funds were generated (lease description and duration, timber harvest description, etc).

Section IV: Other

If you have any other information to report, questions or concerns to be addressed, please describe here.

The undersigned hereby acknowledge and agree that this Annual Report for [*Name of Protected Property*] in [*County, State*], prepared by _[name]_ of [organization] and dated _____, is an accurate description of the conditions and accounting of the property as of the date of this report.

By: *Name of Individual Signing*
Its: *Title of Individual Signing*
Organization Name

Date

APPENDIX G: READINESS ASSESSMENT FORM

This form is used to aid ODFW in understanding and tracking of new acquisitions. After the Readiness Interview, the information you have provided will be discussed with the Technical Review Team and the Wildlife Advisory Group to provide a full understanding of the sponsor’s readiness to proceed with the acquisition.

Sponsor’s Contact Information	
Date Form Completed:	
Sponsoring Organization:	
Contact Person at Sponsor Organization	
Phone & e-mail of contact person	

Project Information	
If this is a fee title acquisition, who will own the property after purchase?	
If an easement acquisition, who will hold easement after purchase?	
Is BPA providing 100% of the acquisition funding? If no, provide cost share partners proportions and status of funding (i.e. secured or requested).	
Are there any conditions (requirements for funds received) to funding of the cost-share partner?	

Acquisition Funding	
Estimated Acquisition Cost:	
Estimated Stewardship Cost:	

Property Information	
Functional Name/Alias for Property (Do not use the landowner's name):	
Desired closing date (month/year):	
Property Size (total acres):	
Physical Address of Property:	
Do you have a preliminary title report for the property? Please attach.	

Other Property Considerations	
What is the current status of negotiations with the landowner? (have the sponsors made contact, discussed terms, is there a negotiated price, is the property currently on the open market or is the sponsor only dealing with landowners, etc.)	
Does anyone live on the property besides the owner and immediate family?	
Does the sponsor have a purchase and sale agreement or option agreement with the landowner?	
Will the entire property be acquired (i.e. does the owner want to divide the property or exclude an area/areas)?	
Does anyone use the property (either paid or gratis – e.g., grazing/leasing/crop share)?	
Is this property already protected with an easement, covenant, or through a conservation program such as Wetlands Reserve Program, Conservation Reserve Program, Forest Stewardship Trust, etc.?	
For fee title purchases: Does the owner want to keep any portion of the property in a life estate?	
Is there a threat of this property going to auction or foreclosure?	

Has a Phase One environmental assessment been performed on the property? If so, please attach.	
Are there any known environmental issues such as toxic contaminants Underground Storage Tanks, etc.? Has any environmental cleanup occurred on the property? If so, when? Please describe.	
Please describe any debris present on the property, old cars, farm equipment, barrels, construction debris, etc.	
Are there any other environmental hazards in the immediate area that may affect this site, i.e. Superfund site, lead contamination, landfill, etc.	

Water Rights	
Are there water rights associated with the property? If yes, what kind? (surface, well, or both)	
Have the water rights been used within the last 5 years?	
What has been the historic use of these water rights? (e.g. instream, aquaculture, domestic, municipal use, irrigation, stock watering, manufacturing, mining, hydropower, recreation, other)	
Will the water rights be excluded from the acquisition? If so, please explain why.	
What are the planned use(s) for the water rights after acquisition? (e.g. instream, aquaculture, domestic, municipal use, irrigation, stock watering, manufacturing, mining, hydropower, recreation, other)	

Other questions & issues for discussion during the Readiness Assessment (as applicable to your acquisition)	
What has been the historic use of the land?	

Are there any known or presumed cultural uses of the property?	
Are there known or suspected cultural resources on the property?	
Are there any burial sites or cemeteries present on the property?	
What kinds of structures are present? List all structures, their approximate age and current use, and what the plan is for the structures after acquisition.	
Has a yellow book appraisal already been ordered and/or paid for? If not, please discuss what sort of valuation discussions have occurred with the property owner	
If an appraisal has been done, please describe any hypothetical conditions or extraordinary assumptions affecting the appraised value.	
For easement acquisitions, has the conservation easement been drafted with the landowner?	
For conservation easement acquisitions, what rights/activities does landowner want to retain (i.e. building envelope, grazing, farming, mining, etc.)?	
Is there legal access to the property? Please describe and attach map.	
Are there any above or below-ground utility rights-of-way on the property and will these interfere with the future use of the property (i.e. restoration, etc.)?	
Do all mineral rights accompany this sale?	
Does an irrigation district own any facilities on the property?	
Are there levee rights or other types of flood protection rights held by a third party? Do these rights include the ability to use materials from the property?	

If the landowner does not hold all the mineral rights, what steps are being taken to extinguish severed rights?	
-----------------------------------------------------------------------------------------------------------------	--

APPENDIX H: LIST OF ACRONYMS

BPA	Bonneville Power Administration
BMP	Best Management Practice
CE	Conservation Easement
CNLM	Center for Natural Lands Management
COA	Conservation Opportunity Area
ESA	Endangered Species Act
FY	Fiscal Year
GLT	Greenbelt Land Trust
ISRP	Independent Scientific Review Panel
MRT	McKenzie River Trust
NOAA	National Oceanic and Atmospheric Administration
NMFS	National Marine Fisheries Service
NPCC	Northwest Power and Conservation Council
OCS	Oregon Conservation Strategy
ODFW	Oregon Department of Fish and Wildlife
O&M	Operations and Maintenance
PAM	Program Administration Manual
PWCA	Priority Wildlife Connectivity Area
TRT	Technical Review Team
USFWS	United States Fish and Wildlife Service
WAG	Wildlife Advisory Group
WV	Willamette Valley
WWMP	Willamette Wildlife Mitigation Program

APPENDIX I: BEST MANAGEMENT PRACTICES AND OTHER TOOLS

The following is a list of best management practices (BMPs) and other tools that may be appropriate to use in developing management strategies and include in WWMP management plans, depending on the focus of the property management. This list is not all-inclusive, and additional BMPs may be appropriate. Please contact WWMP staff for additional BMPs that may be appropriate to include in your project planning and management plan development.

- Oregon Conservation Strategy – www.oregonconservationstrategy.org
- **Final PROJECTS Biological Opinion** May 2015 Endangered Species Act — Section 7 Consultation Programmatic Biological Opinion Programmatic Restoration Opinion for Joint Ecosystem Conservation by the Services (PROJECTS) program “PROJECTS Biological Opinion” for [FWS reference: O1EOFWOO-2014-F-0222] - <https://www.fws.gov/oregonfwo/toolsforlandowners/RiverScience/Documents/201505.15PROJECTS-FINAL.pdf>
- USFWS Information for Planning and Conservation (IPaC) - <https://ecos.fws.gov/ipac/>
- **FY 2021 HIP HANDBOOK** Guidance of Programmatic Requirements and Process - [https://www.bpa.gov/efw/Analysis/NEPADocuments/esa/2021\(HIP4\)Handbook.pdf](https://www.bpa.gov/efw/Analysis/NEPADocuments/esa/2021(HIP4)Handbook.pdf)
- Guidance for Conserving Oregon’s Native Turtles including Best Management Practices: http://www.dfw.state.or.us/wildlife/living_with/docs/ODFW_Turtle_BMPs_March_2015.pdf