Private Forest Accord (PFA) Conservation Easement Template

PRIVATE FOREST ACCORD
GRANT PROGRAM

NOTE:

- Text highlighted in blue represents mandatory, non negotiable terms that must remain in the Conservation Easement.

- Text highlighted in yellow indicates placeholders that must be completed prior to recording the Conservation Easement. For any numbered sections that are not needed, delete text and mark the section Reserved to avoid changing section numbers.

After recording, return to:
[INSERT *GRANTEE'S NAME AND ADDRESS*]

With a copy to:

Oregon Department of Fish and Wildlife
Attn: PFA Grants – Acquisition Program
Re: Grant No. **[*INSERT PFA GRANT TRACKING NUMBER]***
4034 Fairview Industrial Dr. SE
Salem, OR 97302

CONSERVATION EASEMENT

This Conservation Easement ("**Easement**") is granted by **[*INSERT OWNER NAME*]** ("**Grantor**") to **[*INSERT GRANTEE NAME*]** an **[*INSERT ORGANIZATION TYPE, E.G. NON-PROFIT LAND TRUST*]** ("**Grantee**"). The State of Oregon, acting by and through its Oregon Department of Fish and Wildlife ("**ODFW**"), is an intended third-party beneficiary of this Easement. Grantor and Grantee are referred to herein individually as a **"Party"** and collectively as the **"Parties."** This Easement is executed by Grantor and accepted by Grantee and ODFW on the date of the final signature of this **Easement**.

RECITALS

A. Grantor is the sole fee simple owner of certain real property located in **[*INSERT COUNTY NAME*]** County, Oregon, as described and depicted in Exhibits A and B (the "Property").

B. Grantor desires to grant, and Grantee desires to acquire, a conservation easement encumbering approximately _____ [***INSERT ACREAGE AMOUNT***] acres of the Property, as described and depicted in Exhibits A and B (the "Easement Property").

C. [***IF THE EASEMENT PROPERTY INCLUDES WATER RIGHTS, INCLUDE DESCRIPTION HERE, ALONG WITH APPLICABLE PERMIT OR CERTIFICATE NUMBERS.***] The **Easement** includes water rights as described:

D. [***INCLUDE LANGUAGE HERE ABOUT THE ORGANIZATION'S QUALIFICATIONS TO HOLD A CONSERVATION EASEMENT.***[**SELECT AND INSERT THE APPLICABLE PARAGRAPH BELOW BASED ON GRANTEE ENTITY TYPE:]**

1. [FOR NON-PROFIT ORGANIZATIONS / LAND TRUSTS / WATERSHED COUNCILS]: Grantee is a non-profit corporation organized under the laws of the State of Oregon, established to conserve, protect, and restore natural areas, waterways, and fish and wildlife habitats. Grantee is an organization qualified under Section 170(h) of the Internal Revenue Code, as amended, and the regulations promulgated thereunder, to receive qualified conservation contributions, and is qualified to hold a conservation easement pursuant to Oregon Revised Statutes (ORS) 271.715 to 271.795.

2. [FOR SOIL AND WATER CONSERVATION DISTRICTS / LOCAL GOVERNMENTS]: Grantee is a political subdivision of the State of Oregon, authorized under Oregon law to conserve, protect, and manage natural resources, soil, water, and fish and wildlife habitats, and is a holder qualified to acquire and retain conservation easements pursuant to Oregon Revised Statutes (ORS) 271.715 to 271.795.
3. [FOR FEDERALLY RECOGNIZED TRIBES OF THE STATE OF OREGON]: Grantee is a federally recognized Indian tribe possessing inherent sovereign authority, actively engaged in the management, protection, and restoration of natural resources and fish and wildlife habitats, and is a holder qualified to acquire and retain conservation easements pursuant to Oregon Revised Statutes (ORS) 271.715 to 271.795.
4. [FOR PUBLIC UNIVERSITIES / INSTITUTIONS OF HIGHER EDUCATION]: Grantee is a public university and an agency and political subdivision of the State of Oregon, authorized under Oregon law to acquire, hold, and manage real property and environmental interests for educational, scientific, and natural resource conservation purposes, and is a holder qualified to acquire and retain conservation easements pursuant to Oregon Revised Statutes (ORS) 271.715 to 271.795.

E. The Easement Property possesses fish and wildlife habitat and conservation values (collectively "**Conservation Values,**") described in Section 3 below, of importance to Grantee, ODFW, and the citizens of the State of Oregon.

F. ODFW is an agency of the State of Oregon with a statutory mission that includes administering the Private Forest Accord (PFA) Grant Fund to provide grants for projects that provide conservation benefit for aquatic and amphibian species covered by the anticipated Private Forest Accord Habitat Conservation Plan (HCP) (including any proposed, working, or final draft thereof), or as designated in the final approved PFA HCP and any associated federal Incidental Take Permits, as may be amended from time to time. ODFW funding is provided in accordance with applicable provisions of law, including Oregon Laws 2022, Chapter 33, Sections 28 and 30-32, and Oregon Administrative Rules (OAR) Chapter 635, Division 097.

G. ODFW contributed $**[*INSERT AMOUNT ODFW CONTRIBUTED TO THE PURCHASE PRICE*]** U.S. Dollars to the purchase of this Easement under Grant No. [***INSERT GRANT NO.]*** (the "**Grant Funds**").

H. **[*PLACEHOLDER FOR STATEMENT ABOUT OTHER INVOLVED FUNDING ENTITIES AS NEEDED]***

AGREEMENT

1. **Grant of Easement.** Grantor, for and in consideration of the purchase price of $[***INSERT TOTAL PURCHASE PRICE***] and the mutual covenants, terms, conditions, and restrictions herein, hereby grants to Grantee, its heirs, successors, and assigns, this perpetual and irrevocable Conservation Easement on the Easement Property [***ADAPT*** the following to the Property's circumstances: together with a perpetual easement(s) for pedestrian and vehicular access to the Easement Property, over, upon and across the Property. The access easement rights granted herein are for monitoring, enforcement, Management Plan implementation, and other purposes of Grantee and Grantee's employees, agents, contractors, licensees, and invitees consistent with the Purpose of this Easement.] This Easement is created and implemented under applicable state and federal law, including ORS 271.715 to 271.795. The Easement Property is free of encumbrances except as specifically set forth in **Exhibit C** ("**Acceptable Encumbrances**") hereto.

2. **Easement Value.** The Parties agree that the value of this Easement as of the Effective Date is $[***INSERT VALUE***], or _____ percent (__%) of $[***INSERT APPRAISED VALUE OF THE EASEMENT PROPERTY***], the appraised value of the Easement Property as of [***INSERT DATE OF APPRAISAL***], as if unencumbered by the Easement. The Parties further agree that the value of the Easement at any future date will be calculated by multiplying said percentage by the appraised Easement Property value at that time, as if unencumbered by the Easement, with the resulting amount being defined as the "**Easement Value**" for the purpose of determining amounts owed, if any, to Grantee or ODFW, under this Easement.

3. **Conservation Values**. The Easement Property, in its existing, enhanced, or restored state, has, or will have, certain ecological features associated with it that will contribute to the protection or restoration of riparian habitats, watershed health and resilience, or water quality for the native fish and amphibians covered by the PFA HCP Covered Species, Exhibit E. Those ecological features, whether currently existing, or likely to exist in the future, are referred to as the "**Conservation Values**" herein. The Parties recognize that the 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.

   The Conservation Values, as well as other attributes and improvements currently associated with the Easement Property, are more particularly documented in the [***INSERT DATE***] _____ __, 20__ "**Baseline Inventory Documentation,**" which the Parties have reviewed and accepted, as evidenced by **Exhibit D** hereto. The Conservation Values described in the Baseline Inventory Documentation are generally summarized as follows: [***INSERT SUMMARY OF EXISTING SIGNIFICANT ECOLOGICAL FEATURES HERE, CONSISTENT WITH DESCRIPTION PROVIDED IN THE ODFW GRANT APPLICATION***].

   [*IF SIGNIFICANT RESTORATION IS REQUIRED, INCLUDE LANGUAGE SUBSTANTIALLY THE SAME AS*:

   The Conservation Values include future conditions that will result from planned actions on the part of Grantee. A description of the future conditions (the "**Future Conditions**") is part of the Baseline Inventory Documentation and sufficiently details the future outcomes intended by Grantee in cooperation with Grantor, which, when achieved, will be considered

an integral part of the Conservation Values to be monitored and protected under this Easement. A schedule of future actions, if applicable, will be included in the Baseline Inventory Documentation.

4. **Purpose.** The purpose of this Easement (the "**Purpose**") is to protect the Conservation Values of the Easement Property over time, with said protection to be achieved in a manner consistent with: (i) the intent, terms, and conditions of this Easement; (ii) Oregon Laws 2022, Chapter 33, Sections 28-32; and (iii) the Management Plan and its subsequent revisions provided for in Section 8 below (the "**Management Plan**"). In the case of a conflict or inconsistency between the terms of the Conservation Easement and the terms of the Management Plan, those of the Conservation Easement shall govern.

5. **Grantor's Rights.** Grantor reserves to itself, and to its personal representatives, heirs, successors, and assigns, all rights and obligations accruing from its fee ownership of the Easement Property, including the right to engage in or permit or invite others to engage in all uses of the Easement Property that are not expressly prohibited or restricted by this Easement, and are not inconsistent with the Purpose or do not violate the terms of this Easement.

6. **Rights of Grantee.** To accomplish the Purpose of this Easement, Grantor grants to Grantee certain rights, and Grantee may undertake actions identified in this Easement and the approved Management Plan to protect and restore the Conservation Values of the Easement Property. In exercising said rights, Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property, except to the extent authorized under this Easement. Specific rights granted, and actions that Grantee may take, include but are not limited to:

   a. The right of reasonable, perpetual, irrevocable access to the Easement Property, over, upon, and across the Property for monitoring, enforcement, and other purposes consistent with the Purpose of this Easement, with Grantor required to take all necessary steps to preserve access under easements, if any, that are appurtenant to the Property and ensure that Grantee may use the easements to the extent necessary to accomplish the purposes of this Easement.

   b. The right to preserve and protect the Conservation Values of the Easement Property, including but not limited to making decisions regarding management of the Conservation Values, pursuing funding for restoration and protection of the Conservation Values, and executing contracts and agreements for said funding.

   c. The right to enter the Easement Property: (i) with a minimum of two days' notice to monitor Grantor's compliance with and otherwise enforce this Easement; or (ii) without notice if Grantee determines that immediate entry is required to prevent, terminate, or mitigate a violation of this Easement.

   d. The right to proceed at law or in equity to enforce the provisions of this Easement, to stop or prevent the occurrence of any activity that is inconsistent with the Purpose of this Easement, including Prohibited and Restricted Uses, and to require the restoration of areas or features of the Easement Property that may be damaged by any activity inconsistent with the Purpose of this Easement.

e. The right to enter the Easement Property for the purpose of exercising other Grantee rights, including, but not limited to, entry for the purpose of restoration and educational activities.

f. **[*INSERT AUTHORIZED USE OF WATER RIGHTS BY GRANTEE IF APPLICABLE. If not applicable, mark Reserved.*]**

7. **Prohibited and Restricted Uses.** The following activities and uses are prohibited or restricted on the Easement Property, unless otherwise authorized in writing by Grantee. In the event that activities and uses are restricted but not prohibited by this Easement, said activities and uses are subject to restrictions specifically provided for herein and in the Management Plan.

   a. Conveyance and Division. Subject to the notification requirements of Section 18 below, Grantor may sell, give, mortgage, or otherwise convey the Easement Property in unified title as one parcel only, provided that such conveyance, encumbrance, lien, or lease is subject to and subordinate to this Easement and further provided that a reference to this Easement is included in any conveyance document. Notwithstanding anything to the contrary in this Easement, the following are expressly prohibited: the legal or *de facto* division or subdivision of the Easement Property including, but not limited to, any short subdivision into remainder tracts, platting, testamentary division, or other process by which the Easement Property is divided in ownership or in which legal or equitable title to different portions of the Easement Property is held by different owners.

   b. Use, Maintenance, and Replacement of Structures. Grantor may use, maintain, repair, and replace existing structures described in the Baseline Inventory Documentation and located within the existing building zone depicted on Exhibit B and more specifically mapped in the Baseline Inventory Documentation (the "**Existing Building Zone**"). Notwithstanding the foregoing, use, maintenance, repair, and replacement of any existing structure shall not result in the structure exceeding the size or height, or differing in general character, of that described in the Baseline Inventory Documentation, nor result in the structure being located outside the Existing Building Zone.

   c. Recreational Uses. Non-commercial recreational uses including camping, fishing, wildlife viewing, hiking, and photography may be undertaken, provided that no such use shall be allowed to have a materially adverse impact on the Conservation Values. All other recreational uses are prohibited on the Easement Property except with the advance written permission of Grantee, which must be supported by Grantor's showing, to the reasonable satisfaction of Grantee, that the proposed use will not have a materially adverse impact on any of the Conservation Values and is consistent with the Purpose of this Easement.

   d. Hunting ,Trapping, and Fishing. Grantor may hunt, trap, and fish for (as those terms are defined in ORS Chapter 498) wildlife (as defined in ORS Chapter 496.004 (19)) on the Easement Property in accordance with applicable law, provided that Grantor's hunting, trapping, and fishing shall not to have a materially adverse impact on the Conservation Values.

e. **<u>Agriculture Uses.</u> Prohibited Activities. Except as expressly provided in subsection e(i) and e(ii) and (h) of this Section, and in 7(b), all commercial, industrial, or traditional agricultural activities are strictly prohibited on the Easement Property. Prohibited activities include, but are not limited to: The cultivation, tilling, plowing, planting, or harvesting of commercial crops, orchards, vineyards, or nurseries; commercial livestock production, dairying, or animal husbandry; the establishment or operation of commercial feedlots, concentrated animal feeding operations (CAFOs), or dairies; and the placement, construction, or maintenance of agricultural infrastructure, including barns, silos, corrals, or production-related fencing.**

i) Permitted Exceptions for Habitat Management. The following limited activities may be permitted, provided they do not degrade, and are intended to help to maintain the benefits of the Conservation Values of the Easement Property: (i) limited livestock grazing; (ii) nonnative and invasive vegetation removal that may involve chemical or mechanical treatment or prevention of invasive pests; (iii) native revegetation: The planting and cultivation of native trees, shrubs, or herbaceous vegetation designed to restore riparian buffers, stabilize streambanks, or enhance the habitat of covered PFA species, Exhibit E; and (iv) personal subsistence/non-commercial use: [OPTIONAL: The maintenance of a small, non-commercial garden or orchard is restricted entirely to a designated existing building envelope, as depicted in Exhibit B, if applicable, ensuring it does not impact any designated riparian management zones or PFA-protected habitats.]

ii) The construction, installation, or expansion of any road, stream crossing, culvert, bridge, or other physical barrier is strictly prohibited within the protected riparian management zones or designated habitat areas of the Easement Property unless intended to support agricultural access, provided the Conservation Values are not degraded or negatively affected. As a singular narrow exception to this restriction, a Grantor may repair, replace, or install a necessary stream crossing or culvert exclusively for agricultural access, provided that:

a) The structure is designed, constructed, and maintained in compliance with ODFW Fish Passage Rules and all applicable Laws of the State of Oregon;

b) The project is executed in close, direct coordination with ODFW, and formal written approval is obtained from both the Grantee and ODFW prior to any on-the-ground disturbance; and

c) all construction, vegetation mitigation, and post-construction bank-stabilization protocols are explicitly detailed within, and governed by, the approved Management Plan.

f. Grantor or Grantor's officers, employees, agents, contractors, licensees, invitees, or guests may use vehicles on existing roads and trails described in the Baseline Inventory Documentation. Use of vehicles off said roads and trails is prohibited unless necessary for restoration or enhancement of the Conservation Values in accordance with the approved Management Plan.

g. Grantor or Grantor's officers, employees, agents, contractors, licensees, invitees, or guests may use vehicles on existing roads and trails described in the Baseline Inventory Documentation. Use of vehicles off said roads and trails is prohibited unless necessary for restoration or enhancement of the Conservation Values in accordance with the approved Management Plan.

h. Commercial Activities. Only the following commercial uses are allowed on the Easement Property, to the extent that said uses do not materially impact the Conservation Values and are described in the Management Plan.

i) [insert any ALLOWED COMMERCIAL ACTIVITIES list here]

ii) Any allowed commercial agricultural or business operations must adhere to the following conditions:

a. Covered Species Protection: The activity must not degrade, harass, take, or otherwise adversely affect any PFA HCP Covered Species selected in Exhibit E, designated critical habitats, or the primary Conservation Values of the Easement Property.
b. Riparian and Buffer Restrictions: All commercial operations, including equipment staging, storage, processing, and transport, are strictly prohibited within designated Riparian Management Zones, wetland buffers, and sensitive habitat areas.
c. Prior Written Approval: Prior to initiating any new or expanded commercial activity permitted under this subsection, the Grantor must submit a detailed proposal to the Grantee and the ODFW PFA Grant Program. The activity may only proceed upon receiving formal written approval from both the Grantee and ODFW, which may include operational limits or seasonal restrictions to protect Covered Species listed in Exhibit E.

i. Construction. Construction or placement of any structure, outside of existing building envelopes, , as depicted in Exhibit B, on the Easement Property is prohibited, except that Grantor may:

i) undertake maintenance, repair, and replacement activities under Section 7(b); and

ii) maintain and repair fences described in the Baseline Inventory Documentation.

j. Vegetation. Any cutting or removal of trees or vegetation on the Easement Property is prohibited, except as provided for in Section 7(h) and the approved Management Plan.

k. Land Surface Alteration. Mining, quarry, gravel extraction, grading, excavation, or other land surface alteration activities that may contribute to sedimentation of surface waters, or otherwise materially impact Conservation Values, are prohibited on the Easement Property.

l. [May or may not apply] Subsurface Activities. The exploration for or development of subsurface resources is prohibited, including, but not limited to directional drilling activities associated with hydrocarbon resources that may be located under the surface of the Easement Property. This prohibition does not apply to the exploration for, or development of, subsurface water resources that will be used to achieve the Purpose of this Easement.

m. Dumping. Dumping or accumulation of waste or unsightly or offensive materials on the Easement Property is prohibited.

n. Water Resources. Any alteration of natural water courses, lake shores, wetlands, or other water bodies is prohibited on the Easement Property unless expressly undertaken to enhance the Conservation Values in accordance with the approved Management Plan.

o. Hazardous Substances. Any release of Hazardous Substances on the Easement Property is prohibited. "Hazardous Substances" includes any material or substance that is defined as a "hazardous substance" under any federal, state, or local law, and also includes but is not limited to oil, asbestos, fertilizers, herbicides, pesticides, or their residues. "Release" includes any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment, including abandoning or discarding barrels, containers, or other closed receptacles containing any Hazardous Substance, but excludes the proper application of fertilizers, herbicides, and pesticides in accordance with the approved Management Plan and all product and manufacturer instructions as to use and application rate and all applicable laws, rules, and permits.

Grantor shall promptly notify Grantee of the presence or Release of Hazardous Substances in, on, or about the Easement Property, whether caused or discovered by Grantor or any other person or entity. After notifying Grantee, Grantor shall take all action to contain, remove, and remediate the Hazardous Substances required by law or necessary to protect the Conservation Values of the Easement Property. Grantor shall cooperate fully with any investigation, removal, or remedial action on the Easement Property and shall not hinder or delay entry to, investigation of, or removal or remedial action on the Easement Property by the Environmental Protection Agency ("**EPA**"), Oregon Department of Environmental Quality ("**DEQ**"), their successors, or their authorized representatives.

If Hazardous Substances are found or released on the Easement Property, Grantor shall keep Grantee informed on a quarterly basis about the progress of any actions to remove, remediate, or contain Hazardous Substances on the Easement Property, or directives by EPA, DEQ, or other authorities that no removal, remediation, or containment will be necessary.

p. Public Access. Access to the Easement Property by the general public is prohibited, except in association with: (i) Grantor's rights under the Easement; and (ii) enhancement, monitoring, educational, or recreational activities authorized by the approved Management Plan. Any other use of the Easement Property by the public will be considered a trespass use, which Grantor shall make a good faith effort to prevent.

q. Billboards and Signs. All billboards and signs are prohibited on the Easement Property, except signs that display the name and address of the Easement Property, the owner's name, the area protected by this Easement, funding sources (including signs required under the PFA Grant Program grant agreement with ODFW and the Grantee), prohibitions of any unauthorized entry or use, restoration activities implemented, public access rules, and educational content consistent with protection of the Conservation Values. No permitted sign may exceed 15 square feet in size.

i) Mandatory Signage and Display. The Grantee shall install signage at the project site to recognize the support of ODFW and the PFA Grant Program. All signs must display official logos as described in the Grant Agreement between ODFW and the Grantee, and adhere to the technical specifications outlined herein.

ii) Technical Specifications and Size. Permitted signs must be constructed of professional, weather-resistant materials (such as aluminum or High-Density Polyethylene [HDPE] with UV-protected printing) and securely mounted on at least 4x4 treated wood posts or equivalent durable framing thatthe meet or exceed this requirement. Signs shall measure at least 24 inches by 36 inches (2 feet byft x 3 feetft) to ensure adequate visibility. Upon written approval from ODFW, a reduced size of 18 inches by 24 inches is acceptable for smaller or limited-access sites.

iii) Partner Recognition. Upon written approval from ODFW, the PFA Grant Program recognition may be combined with other project or partner signage, provided that the PFA Grant Program and ODFW logos are displayed with equal size and prominence relative to other funding entities, and the accompanying text clearly acknowledges PFA Grant Program support.

iv) Maintenance. Following installation, the sign must remain in place and be actively maintained in good condition by the Grantee in perpetuity.

v) Environmental Protection and Location Restrictions. To protect sensitive, aquatic and amphibian species and their habitats from human

disturbance, all signage must be placed strictly outside of critical riparian management zones or highly fragile habitats—preferably at property boundaries, trailheads, or pre-existing public observation points.

r. Domestic, Exotic, or Farm Animals. Domestic, exotic, and farm animals of any kind are prohibited on the Easement Property [except that Grantor may keep the following animals on the Easement Property in accordance with the approved Management Plan, and except as described in Section 7(e) above : [***INSERT ANY ANIMAL LIST HERE***].

s. Cultural Resources. Any willful excavation, injury, destruction, removal, or alteration of any cultural resources on the Easement Property is prohibited, except for activity authorized by a permit issued under ORS 390.235 and undertaken in compliance with all state and federal laws related to archaeological objects and sites and cultural resources as defined in ORS 358.905 and OAR 736-018-0020.

t. Applicable Law. Any activity not in compliance with any federal, state, and local law, regulation, or requirement applicable to the Easement Property, is prohibited.

u. Easements. Granting or otherwise permitting any easement, or other agreement to encumber or attach to the Easement Property, which would allow activities that would have a materially adverse impact on the Conservation Values, is prohibited.

v. Other Use Proposals. Grantor has a right to the quiet and recreational use of the Easement Property, but must request authorization for any activity not specifically addressed by this Easement if it may impact the Conservation Values of this Easement. Said requests will be made in writing to Grantee. Grantor's written request must:

i) be received by Grantee no less than sixty (60) days prior to the date Grantor intends to undertake the proposed activity; and

ii) describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee, in consultation with ODFW, to determine whether the activity is consistent with the Purpose of this Easement.

Grantee will either approve or deny the request within sixty (60) days, or notify Grantor that Grantee, or ODFW in accordance with Section 11(a)(iii) below, requires additional time to review the request. Grantee must approve the request in writing for the proposed activity to be considered authorized under this Easement. The Management Plan will be updated from time to time to address other uses permitted in accordance with this provision of the Easement.

w. Prohibition on Environmental Credits and Mitigation Banking. The Grantor shall not create, sell, lease, license, or otherwise transfer environmental credits, carbon offsets, mitigation banking credits, biodiversity credits, or species banking credits derived from the Easement Property, or from any restoration, preservation, or management activities funded in whole or in part by the PFA Grant Program.

x. Prohibition Against Dual Benefits. The conservation and restoration outcomes achieved on the Easement Property via this Easement are the direct result of public investments through the PFA Grant Program. Consequently, the Easement Property may not be used

to satisfy mitigation requirements, regulatory offsets, or compensatory obligations for any separate development, industrial activity, or forest practice conducted outside the Property.

8. **Management Plan.** Grantor's activities on the Easement Property shall comply with a Management Plan completed by Grantee in consultation with Grantor. The Management Plan will: (i) be completed by the deadline specified in the grant agreement between ODFW and Grantee regarding the Grant Funds; (ii) comply with ODFW Management Plan guidelines of record at the time the Management Plan is adopted or revised; and (iii) be subject to ODFW approval, which Grantee is responsible for obtaining. In no instance shall an approved Management Plan be interpreted to allow a use that is prohibited under the Easement. ODFW and Grantee will keep a copy of the Management Plan on file and reasonably available to the public. Additionally:

   a. Habitat restoration activities described in the Management Plan shall not be initiated until ODFW either approves the Management Plan or expressly permits the specific activities in writing.

   b. Grantee, in consultation with Grantor, will revise the Management Plan when necessary to address changed circumstances affecting the Easement Property, including those resulting from restoration and enhancement activities. Any significant changes in the Conservation Values will be documented in Management Plan revisions. Management Plan revisions will be completed and approved in the same manner as the Management Plan.

   c. Management plans must be updated every five (5) years by the Grantee, in consultation with the Grantor, following the recording date of this Conservation Easement, in perpetuity. Management plan updates must be submitted to ODFW for review and approval.

9. **Duration, Burdens, and Benefits**. This Easement binds Grantor, its successors and assigns, and runs with the Easement Property in perpetuity. The benefits of this Easement are in gross.

10. **Violations and Remedies.**

   a. Notice of Violation; Corrective Action. If Grantee claims that Grantor (or Grantor's employees, agents, contractors, lessees, licensees, invitees, or guests) has committed a violation of this Easement or that such a violation is threatened to occur, then Grantee may give written notice to Grantor of the violation and may:

      i) Demand corrective action sufficient to cure the violation within thirty (30) days;

      ii) Require restoration of the injured portion of the Easement Property to its prior condition, in accordance with a plan approved by Grantee; or

      iii) Pursue its own remedies, without waiting for any cure period provided in a violation notice to expire, if Grantee, in its sole discretion, determines that circumstances require immediate Grantee action to prevent or mitigate significant damage to the Conservation Values.

b. Legal Action. If Grantor fails to cure a violation by Grantor (or Grantor's employees, agents, contractors, lessees, licensees, invitees, or guests) of the terms of this Easement within 30 days after receipt of notice from Grantee, or, if the violation cannot reasonably be cured within 30 days, fails to begin curing the violation within the 30-day period, or fails to continue diligently to cure the violation until finally cured, Grantee may:

   i) enforce this Easement, enjoin the violation, ex parte as necessary, by temporary or permanent injunction, and require the restoration of the Easement Property to the condition that existed prior to the violation or to the condition otherwise required by this Easement;

   ii) remedy the violation on Grantor's behalf, in which event Grantor shall reimburse Grantee for all reasonable costs incurred; or

   iii) recover damages for violation of this Easement or injury to any Conservation Values protected by this Easement, including damages for the loss of scenic, aesthetic, or environmental values, or damages for the value of Ecosystems Services Credits sold by Grantor that are properly owned by Grantee.

c. Equitable Relief. Grantor acknowledges that Grantee acquired this Easement to protect the Conservation Values, that injury to the Conservation Values cannot be adequately compensated with money damages, that Grantee's remedies at law for any violation of the terms of this Easement are inadequate and that Grantee may pursue equitable relief in addition to any other remedies available to it.

d. No waiver. The failure of Grantee to enforce any term of this Easement or the waiver of any violation or nonperformance of this Easement in one instance does not constitute a waiver by Grantee of that or any other term nor is it a waiver of any subsequent violation or nonperformance. Any waiver, if made, is effective only in the specific instance and for the specific purpose given.

e. Waiver of Certain Defenses. Grantor hereby waives any defense of laches, estoppel, or prescription.

f. Acts Beyond Grantor's Control. Nothing in this Easement entitles Grantee to bring any action against Grantor for any injury to or change in the Easement Property resulting from causes beyond Grantor's control. In addition, Grantor is not responsible for any prudent action Grantor takes under emergency conditions to prevent, abate, or mitigate significant injury to the Easement Property resulting from such causes.

g. Mediation of Disputes. Notwithstanding anything to the contrary in this Section 10, the Parties shall attempt to amicably resolve any disputes or disagreements through informal discussions, and may enter into non-binding mediation, prior to resorting to litigation. If the Parties agree to mediate a dispute, they shall select a mutually acceptable qualified third-party mediator and each Party shall share the costs of the mediator equally; each Party shall bear its own costs for preparing for and attending the mediation. Binding arbitration is not contemplated under this Easement.

11. **ODFW Authorities and Requirements** [***MODIFY HEADING AND PROVISION LANGUAGE, AS NEEDED, TO ADDRESS REQUIREMENTS OF MULTIPLE FUNDING ENTITIES***]**.** Grantee is responsible for monitoring and enforcing this Easement and fulfilling all other obligations of Grantee stated herein. Notwithstanding this responsibility, or any other language to the contrary in this Easement, ODFW's authorities and requirements are as follows:

a. ODFW Approvals.

i) ODFW approval is required for the Management Plan, any assignment of Grantee's interest in this Easement, and the Grantor use proposals pursuant to Section 7(v) above.

ii) Grantee shall provide ODFW with timely notice of any matter requiring ODFW approval and will provide assistance, as necessary, to facilitate an ODFW decision within 60 days of Grantee's delivery of the approval request to ODFW. Notwithstanding the foregoing, Grantee shall request ODFW's approval of any assignment of this Easement at least 90 days prior to the intended assignment date, in accordance with Section 18(b), below.

iii) In the event ODFW requires more than 60 days to make a decision, or needs additional information to fully consider an approval request as provided for in this Easement, ODFW will: (i) notify Grantee of said need within 60 days of Grantee's delivery of the approval request; (ii) request additional information, if any, that is needed from Grantee; and (iii) provide Grantee with a projected date for a final decision, subject to being provided sufficient additional information, if requested.

b. Management Plan Approval Standard. ODFW shall not unreasonably delay or withhold its approval of the Management Plan, unless ODFW believes in good faith that the Management Plan is not consistent with ODFW's Management Plan guidelines or otherwise inadequately addresses material issues related to the protection and enhancement of the Conservation Values. If any disagreement about the sufficiency of the Management Plan cannot be resolved through unassisted consultation between ODFW and the Parties, the matter(s) will be mediated as provided for in Section 10(g) above, as adjusted to include ODFW.

c. Management Plan Default. If Grantee fails to submit the Management Plan to ODFW and obtain its approval within 18 months after the Effective Date of this Easement, ODFW may assume Grantee's responsibilities hereunder with regard to the Management Plan, with Grantee being fully responsible for costs incurred by ODFW as a result of said action

d. Access Grant. Grantor hereby grants ODFW and its successors and assigns a perpetual easement(s) for pedestrian and vehicular access to the Easement Property, over, upon, and across the Property. The access easement rights granted herein are for monitoring, enforcement, and other purposes of ODFW and ODFW's invitees, consistent with the Purpose of this Easement. Furthermore, Grantor is required to take all necessary steps to preserve access under easements, if any, that are appurtenant to the Property and ensure that ODFW may use the easements to the extent necessary to accomplish the purposes of this Easement.

e. Reporting. Grantee shall promptly provide to ODFW, at no cost, any and all studies, surveys, reports, or other documentation concerning Easement use and stewardship, and copy ODFW with all legal documents either Grantor or Grantee files with any court, arbitrator, mediator, or administrative body concerning this Easement.

f. Monitoring. In addition to reporting requirements in this Easement, the Parties acknowledge their understanding that ODFW has the right and authority to inspect the Easement Property at any time for the purpose of ensuring compliance with the terms and conditions of this Easement, provided, however, that ODFW will make reasonable efforts to coordinate its inspections with the Parties.

g. Third Party Rights of Enforcement.

i) Grant. ODFW is hereby granted third party rights of enforcement as defined under ORS 271.715(4).

ii) Notice and Remedy. Prior to exercising its third party rights of enforcement, ODFW will provide Grantee with written notice of an ODFW determination that Grantee has: (i) failed to monitor or enforce the terms of this Easement to ODFW's full satisfaction; or (ii) failed to fulfill other obligations under this Easement, including obligations in the Management Plan required by this Easement. Grantee will have 30 days from the date of the notice to remedy matters cited in the notice, or, in the case of violations that cannot be reasonably remedied within 30 days, to initiate actions intended to remedy said violations.

iii) Exercise of Rights. If Grantee does not remedy said violation of its responsibilities under this Easement within 30 days after receipt of notice from ODFW, or, if the violation cannot reasonably be cured within 30 days, fails to begin curing the violation within the 30-day period, or fails to continue diligently to cure the violation until finally cured, ODFW may exercise its third party rights of enforcement in accordance with the terms and conditions of this Easement as though it were acting in the role of the Grantee as a Party under the Easement, provided, however, ODFW is neither obligated to pursue non-judicial dispute resolution, nor to repeat any non-judicial dispute resolution steps already taken by Grantee.

iv) Emergency Enforcement. Notwithstanding anything to the contrary in this Easement, if ODFW, in its discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Easement Property, ODFW may exercise Grantee's enforcement rights provided for in Section 6 above. ODFW will make a good faith effort to notify Grantee of its intent to exercise its enforcement authority by telephone or electronic communication at least two business days before doing so.

h. Funds Recovery; Easement Transfer. In addition to the remedies afforded to ODFW elsewhere in this Easement, ODFW may, at its discretion, take one or more of the following actions: (i) initiate legal action to recover the Grant Funds, together with interest at the highest rate allowed under Oregon law; (ii) recover any other monetary damages; (iii) initiate legal action to require that this Easement be transferred to a qualified holder per ORS 271.715 (3); or (iv) initiate any and all legal remedies available to ODFW.

i. Transfer of ODFW Rights. ODFW's third party rights of enforcement may be assumed by another appropriate State of Oregon agency if ODFW is dissolved, reorganized, or loses programmatic authority for its third party enforcement rights hereunder.

j. ODFW Right to Proceeds. If either Party receives any funds that can be reasonably considered a recovery of all or a portion of the Easement Value at any given time, ODFW shall receive **_____ percent (__%) of said funds.** [: The ODFW percentage is equal to the Grant Funds divided by the value of the Easement as of the Effective Date. Nothing in this provision is intended to limit ODFW's authority to recover the Grant Funds under Section 11(i) above.

k. Indemnity. Grantor and Grantee shall defend (subject to ORS chapter 180), indemnify, save and hold harmless the State of Oregon and ODFW and their officers, employees and agents from and against any and all claims, suits, actions, proceedings, losses, damages, liability and court awards including costs, expenses, and attorneys' fees incurred related to any actual or alleged act or omission by Grantor or Grantee, or their employees, agents or contractors, that is related to this Easement; however, the provisions of this section are not to be construed as a waiver by ODFW of any defense or limitation on damages provided for under Chapter 30 of the Oregon Revised Statutes or under the laws of the United States or other laws of the State of Oregon.

Subject to the limitations of Article XI, § 7 of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 through 30.300), the State of Oregon shall indemnify, within the limits of and subject to the restrictions in the Tort Claims Act, Grantor and Grantee against any liability for personal injury or damage to life or property arising from the State of Oregon's negligent activity under this Easement provided, however, the State of Oregon shall not be required to indemnify Grantor or Grantee for any such liability arising out of the wrongful acts of Grantor, Grantee, or their officers, employees, contractors, invitees or agents.

l. Available Funding. Any payment obligations of the State of Oregon under this Easement are conditioned upon ODFW receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow ODFW, in the exercise of its reasonable administrative discretion, to meet such payment obligations. Nothing in this Easement is to be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon.

12. **Joinder in Actions Against Third Parties.** Upon request by Grantee, Grantor shall join with Grantee in any action Grantee may reasonably deem necessary or prudent to bring against third parties to protect the Conservation Values of the Easement Property.

13. **Notices.** Notices must be provided to any Party by personal delivery or by mailing by First Class Mail a written notice to that Party at the address shown below, or at such other address as a Party may instruct by notice given the others pursuant to this paragraph. Service is complete after the earlier of delivery or two business days after depositing the properly addressed notice with the U.S. Postal Service with sufficient postage. Grantee shall promptly provide ODFW with copies of all notices that relate to significant Easement administration matters, including, but not limited to, matters that relate to Grantor

reserved rights, violations and corrective actions, Management Planning, compliance with laws and regulations, and third party encumbrances.

GRANTOR:

[TO BE FILLED IN]

GRANTEE:

[TO BE FILLED IN]

ODFW:

Oregon Department of Fish and Wildlife
Director
RE: PFA Grants, Grant No. ***[INSERT GRANT NUMBER]***
4034 Fairview Industrial Dr. SE
Salem, OR 97302
503-871-2421

14. **Maintenance, Repair and Taxes.**

a. Maintenance. The Grantor has the right to maintain, repair, and replace existing fences, access roads, utilities, culverts, and other authorized structures on the Easement Property provided that such maintenance activities do not impair the Conservation Values of the Easement Property or degrade the habitats of Covered Species. Any maintenance or repair of instream infrastructure, crossings, or culverts must comply with ODFW FISH PASSAGE STANDARDS requirements in OAR Chapter 635, Division 412, utilize best management practices to prevent sedimentation, and receive prior written approval from the Grantee.

b. Taxes. Grantor shall pay the real property taxes for the Easement Property, except any taxes attributable to improvements by Grantee or on any personal property of Grantee.

Notwithstanding anything to the contrary in this Section 14, ODFW has no obligation or liability for any maintenance or repair of the Easement Property, or for the payment of any real estate taxes or assessments levied on the Easement Property, or personal property located thereon.

15. **Party Indemnification.** Grantor and Grantee shall indemnify and defend each other and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, arising out of, or relating to the acts or omissions of their officers, employees, subcontractors, or agents under this Easement.

16. **Grantor Representations.** Grantor represents, warrants, and covenants that, after reasonable investigation and to the best of its knowledge:

a. No Hazardous Substances exist or have been released, generated, treated, stored, used, disposed of, deposited, abandoned, or transported in, on, from, or across the Easement Property.

b. As of the Effective Date there are no underground storage tanks located on the Easement Property, whether presently in service or closed, abandoned, or decommissioned, and no underground storage tanks have been removed from the Easement Property in a manner not in compliance with applicable federal, state, and local laws, regulations, and requirements.

c. Grantor and the Easement Property are in compliance with all federal, state, and local laws, regulations, and requirements applicable to the Easement Property and its use.

d. There is no pending or threatened litigation in any way affecting, involving, or relating to the Easement Property.

e. No civil or criminal proceedings or investigations have been instigated at any time or are now pending, and no notices, claims, demands, or orders have been received, arising out of any violation or alleged violation of, or failure to comply with, any federal, state, or local law, regulation, or requirement applicable to the Easement Property or its use, nor do there exist any facts or circumstances that Grantor might reasonably expect to form the basis for any such proceedings, investigations, notices, claims, demands, or orders.

f. **[*IF WATER RIGHTS ARE ASSOCIATED WITH THE CONSERVATION EASEMENT A WATER RIGHTS REPRESENTATION AND WARRANTY SHOULD BE INCLUDED, E.G.: "*** Grantor has exercised all Water Rights appurtenant to the Easement Property in the past five years and to the best of Grantor's knowledge has not forfeited or abandoned them. No water right appurtenant to the Easement Property has undergone a consecutive five-year period of nonuse ending anytime within 15 years of execution of this Easement. In the event of a proceeding that seeks the cancellation of one or more of the Water Rights for reason of forfeiture or abandonment, Grantor shall diligently defend the affected Water Rights, and shall cooperate with Grantee to the extent necessary to diligently defend the affected Water Rights".**]**

g. Grantor warrants that Grantor is the sole fee simple owner of all minerals and geothermal resources (as defined in ORS 273.775 (1) and (2), respectively) appurtenant to the Easement Property and Grantor has not granted any rights in such minerals or geothermal resources to third parties.

h. The Easement Property is free and clear of any and all encumbrances and restrictions except the Acceptable Encumbrances.

i. Grantor warrants the title to the Easement Property and will defend Grantee against all persons who claim a lawful interest in the Easement Property so long as Grantor owns the Easement Property, except for persons who claim a lawful interest in the Acceptable Encumbrances.

j. Grantor warrants its authority to grant Grantee, ODFW and their successors and assigns perpetual, irrevocable access to the Easement Property, and to exercise reasonable efforts to ensure Grantee and ODFW may use easements, if any, that are appurtenant to the Property, to the extent necessary to accomplish the Purpose of this Easement.

17. **Severability.** If any term of this Easement conflicts with governing law or if any provision is held to be invalid or unenforceable by a court of competent jurisdiction, the Parties intend that: (i) the term be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law, and (ii) the remaining terms of this Easement remain in full force and effect.

18. **Assignment, Conveyance, or Encumbrance.**

a. Grantor shall provide Grantee with 60-day advance written notice of its intent to convey or encumber its interest in the Easement Property, with Grantee to provide ODFW with a copy of said notice as provided for in Section 13 above.

b. This Easement is assignable by Grantee, but only to an eligible holder specified in ORS 271.715(3) or its successor provision; provided, however, that no assignment of the Easement will be made without ODFW's prior written approval. Grantee shall request ODFW approval at least 90 days prior to the intended assignment date.

c. Grantee may acquire fee simple title to the Easement Property only after assigning this Easement pursuant to Section 18(b).

d. All assignments, conveyances, or encumbrances will be made subject to the terms and conditions of this Easement.

e. Notwithstanding anything to the contrary in this Section 18, Grantee, in consultation with ODFW, may request in writing that Grantor delay its intended conveyance or encumbrance if Grantee has a reasonable concern that the intended action will conflict with the Purpose of the Easement. Grantee's written request will include sufficient information justifying the request. Grantor and Grantee will make a good faith effort to resolve matters related to said request within 45 days and, if unresolved by then, will initiate mediation efforts as provided for in Section 10(g) above.

19. **Modification.** Amendments of this Easement are valid when in writing and signed by the Parties and ODFW. Grantor or Grantee shall record each amendment within 15 days from the last signature on the Easement.

20. **Condemnation.** If all or any part of the Easement Property is taken by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation, whether by public, corporate, or other authority Grantor and Grantee shall act jointly to defend the Easement Property and the Conservation Values associated with it. In the event that said efforts are unsuccessful, Grantor and Grantee shall take all appropriate actions to recover the full value of the taking and all incidental or direct damages resulting from the taking. In accordance with Section 11(j) above, ODFW **is to receive _____ percent (__ %) of the** condemnation proceeds that are attributable to the Easement Value at the time of the taking.

21. **Title Defects.**

a. In the event that Grantee discovers that a title matter associated with the Easement Property is inconsistent with any title insurance policy issued to Grantee and insuring this Easement (the "**Title Policy**"), and that said inconsistency may materially affect this Easement, then the matter will be considered a **"Title Defect"**, in which case, Grantee, at its cost, shall make every reasonable effort to cure the Title Defect so as to protect Grantee's interest in the Easement.

b. Grantor will reasonably cooperate with Grantee on the filing of a claim against the Title Policy. Proceeds from the claim (the "**Claim Proceeds**"), if any, will be used for purposes directly related to curing the Title Defect. Provided, however, if the Title Defect cannot be cured, or if a portion of the Claim Proceeds remain after the Title Defect is cured, ODFW, in accordance with Section 11(j) above, **shall receive _____ percent (__ %)** of the Claim Proceeds that are attributable to the Easement Value at the time of the claim.

22. **Governing Law, Venue.** The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Easement, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Either Party bringing a legal action or proceeding against the other Party arising out of or relating to this Easement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County. Each Party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

23. **Liberal Construction**. The Parties intend this Easement to be liberally construed in favor of maintaining the Conservation Values of the Easement Property.

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

25. **Exhibits**. All Exhibits attached to this Easement are hereby incorporated into the Easement as fully as if set forth in their entirely herein.

26. **As-Is.** Except for the express representations and warranties provided for in this Easement, Grantor and Grantee each hereby acknowledge that Grantee is purchasing this Easement described herein "AS IS" without warranties of any kind as to the condition of the Easement Property or fitness for the uses intended by Grantee.

Each person signing below on behalf of a Party represents and warrants that he or she is duly authorized by such Party and has legal capacity to do so.

GRANTOR:

By: _____
Its: _____

STATE OF OREGON)
) SS
COUNTY OF _____)

This instrument was acknowledged before me on _____, _____by _____ as _____ of _____.

_____
Notary Public for Oregon
My commission expires:

GRANTEE ACCEPTANCE

93.808 Approval of governmental unit required to record certain instruments. An instrument conveying title or interest to the State of Oregon or to a county, city, or other political subdivision in this state may not be recorded unless the instrument carries an indication of approval of the conveyance by this state or the political subdivision accepting title or interest. [1999 c.654 §2]

By: _____
Its: _____

STATE OF OREGON)
) SS
COUNTY OF _____)

This instrument was acknowledged before me on _____, _____by _____ as _____ of _____.

_____
Notary Public for Oregon
My commission expires:

ODFW ACCEPTANCE

_____

By: ***Ken Loffink***
Chief Operating Officer
Oregon Department of Fish and Wildlife

STATE OF OREGON)
) SS
COUNTY OF _____)

This instrument was acknowledged before me on _____, _____by _____ as _____ of _____.

_____
Notary Public for Oregon
My commission expires:

SCHEDULE OF EXHIBITS

A. Legal Description of the Property
B. Map of the Easement Property
C. Acceptable Encumbrances
D. Acceptance and Acknowledgement of Baseline Inventory Documentation **[*IF SIGNIFICANT RESTORATION IS REQUIRED, INCLUDE*:** AND DESCRIPTION OF RESTORED CONDITIONS AND SCHEDULE OF RESTORATION ACTIONS**]**

[***OTHERS AS APPROPRIATE***]

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

[*INSERT*]

EXHIBIT B

MAP OF THE EASEMENT PROPERTY

Insert a comprehensive, high-resolution map or set of maps depicting the elements described below. The map(s) must explicitly illustrate, label, and define the spatial parameters of the following elements as of the Effective Date of the Easement:

1. Property and Conserved Property Boundaries: The overall legal boundary and total acreage of the Grantor's contiguous tax lot(s) (the "Property"), alongside the precise boundary and total acreage of the specific portion encumbered by this Conservation Easement (the "EASEMENT PROEPRTY").
2. The Existing Building Zone(s): The exact geographic location, footprint, and dimensions of the designated building envelope where existing structures may be maintained, repaired, or replaced.
3. Existing Structures and Infrastructure: The location of all buildings, fences, existing roads, and transit trails documented within the Baseline Inventory Documentation.
4. Hydrographic and Habitat Features: All natural water courses, streams, lakeshores, wetlands, and designated riparian management zones.
5. Access Points: Any designated pedestrian or vehicular access easements utilized by the Grantee or the Oregon Department of Fish and Wildlife (ODFW) for long-term monitoring, verification, and enforcement purposes.

[*INSERT*]

EXHIBIT C

ACCEPTABLE ENCUMBRANCES

[*INSERT*]

EXHIBIT D

ACCEPTANCE AND ACKNOWLEDGEMENT
OF
BASELINE INVENTORY DOCUMENTATION
[*IF SIGNIFICANT RESTORATION IS REQUIRED, INCLUDE:* DESCRIPTION OF RESTORED CONDITIONS AND SCHEDULE OF RESTORATION ACTIONS]

The undersigned hereby accept and acknowledge the **[*INSERT DATE*]** Baseline Inventory Documentation [including the Description of Restored Conditions] for the **[*INSERT PROJECT NAME*]** Conservation Easement, **[*INSERT COUNTY NAME*]** County, Oregon. The Baseline Inventory Documentation [including the Description of Restored Conditions] provides an accurate representation of the Property as of the date of grant of the Conservation Easement [and the expected future conditions of the Property]. The undersigned have received copies of the Baseline Inventory Documentation [including the Description of Restored Conditions].

Grantor

_____ _____
Name: Date
Title:

Grantee

_____ _____
Name: Date
Title:

Oregon Department of Fish and Wildlife

_____ _____
Name: Debbie Colbert Date
Director

EXHIBIT E

PFA HCP COVERED SPECIES SELECTION

The purpose of this Exhibit E is to identify the Private Forest Accord (PFA) Habitat Conservation Plan (HCP) Covered Species for which the Easement Property provides direct conservation, restoration, or habitat protection benefits. The following selected boxes are the applicable PFA HCP Covered Species that benefit from the Conservation Values and management activities associated with this Easement Property:

☐ Bull trout (Salvelinus confluentus)
☐ Coastal giant salamander (Dicamptodon tenebrosus)
☐ Coastal tailed frog (Ascaphus truei)
☐ Columbia torrent salamander (Rhyacotriton kezeri)
☐ Cope's giant salamander (Dicamptodon copei)
☐ Green sturgeon (Acipenser medirostris)
☐ Mountain whitefish (Prosopium williamsoni)
☐ Native salmon and trout (Oncorhynchus spp.) : _____
☐ Pacific eulachon/smelt (Thaleichthys pacificus)
☐ Southern torrent salamander (Rhyacotriton variegatus)