



AGENDA COVER MEMO

Memorandum Date: August 4th, 2023

Order Date: August 22nd, 2023

TO:	Board of County Commissioners
DEPARTMENT:	Lane County Public Works
PRESENTED BY:	Dan Hurley
AGENDA ITEM TITLE:	ORDER/ In the Matter of Authorizing the County Administrator to Enter Into Agreements with The Freshwater Trust Regarding 21 and 22-Year Easements For Riparian Shade Plantings at Two County-owned Parcels Along the Coast Fork Willamette River

I. MOTION

Move that the Board Order be approved authorizing the County Administrator to enter into agreements with The Freshwater Trust regarding 21 and 22-year easements for riparian shade plantings at two county-owned parcels along the Coast Fork Willamette River.

II. AGENDA ITEM SUMMARY

The Board is being asked to approve an order authorizing the County Administrator to sign two property easements; totaling 6.1 acres (see attachments 2 and 3). The easements will allow The Freshwater Trust (TFT) to plant and maintain native shade producing riparian trees and shrubs on selected county owned lands along the Coast Fork Willamette River. The first easement, for a term of 21 years, will be 3.6 acres in Howard Buford Recreation Area (HBRA), along the right bank of the Coast Fork Willamette River. The second easement, for a term of 22 years, will be 2.5 acres on the right bank of the Coast Fork Willamette River on property that is part of the Lane County Road Maintenance Shop & Waste Management Transfer Station on Sears Road in Cottage Grove. Specific locations of the easements are identified in the easement documents (see Attachments 4 and 5). The differing terms of the easements are due to the timing of planting, HBRA in the winter of 2023-24, and the Sears Road site in the winter of 2024-25.

These easements will allow The Freshwater Trust to plant native trees and shrubs to provide “shade credits” to the Metropolitan Wastewater Management Commission

(MWMC), which will be used for water quality permit compliance. The solar energy blocked by new tree canopy will be quantified as kilocalories and applied as an offset to the MWMC's thermal exceedance. The shade program is part of the MWMC's National Pollutant Discharge Elimination System (NPDES) permit, which was issued in November 2022.

The Freshwater Trust will be responsible for all of the costs involved in site preparation, installation, maintenance, and monitoring of the shade plantings. Lane County will receive an annual payment of \$350 per acre per year for the durations of the easements.

III. BACKGROUND/IMPLICATIONS OF ACTION

A. Board Action and Other History

In 2018, the Board adopted the Howard Buford Recreation Area (HBRA) Habitat Management Plan (HMP) as a refinement to the Lane County Rural Comprehensive Plan (RCP). The HMP identifies desired future habitat conditions for each part of the park, based on the park's conservation values, existing conditions, and potential habitat management treatments that could be applied. The HMP also identifies goals relating to Visitor Experience as a way of integrating habitat improvement and park visitation milestones. The HMP identifies "Riparian Bottomland Forest" as the desired future condition for the proposed riparian planting easement area in HBRA.

For the Lane County Road Maintenance Shop & Transfer Station property, no specific future use of the proposed easement area has been identified. The parcel is designated "PF-Public Facility" in the RCP. Nearly all of the easement area is located within the FEMA designated floodplain, and most of that is mapped by FEMA as floodway.

On August 14, 2023, the Lane County Parks Advisory Committee voted to recommend that the Board approve the HBRA riparian planting easement in HBRA. Both Road Maintenance and Waste Management managers have approved moving forward with the project at the Lane County Road Maintenance Shop & Transfer Station property, seeing no issues with restoration efforts nor access to the site.

B. Policy Issues

The MWMC operates through an intergovernmental agreement between Lane County, City of Springfield, and City of Eugene. Entering into easements to provide shade credits allows Lane County to support the operations of the MWMC.

C. Board Goals

Planting and maintaining native shade producing riparian trees and shrubs to provide shade credits for the MWMC is related to Strategic Priority #3 in the 2022-2024 Lane County Strategic Plan, specifically the goal to "maintain and

invest in resilient infrastructure...”

D. Financial and/or Resource Considerations

Entering into these easement agreements will provide a small financial benefit to Lane County Public Works, on the order of about \$2,135 per year based on a payment of \$350 per acre for 6.1 acres. A small amount of Public Works staff time is needed every year to coordinate the implementation of site preparation, installation, maintenance, and monitoring of the shade plantings. However, TFT will be responsible for implementing all of the on-the-ground actions.

E. Health Implications

This project will incrementally improve water quality in the Willamette River and improve habitat conditions on county-owned lands, but probably not to the degree of providing a significant benefit to public health.

F. Analysis

The Willamette River is listed as being water quality limited for mercury, bacteria, and temperature in Lane County. Shade plantings and associated riparian habitat restoration are one of the tools available to address high water temperature issues in the Willamette Basin.

Lane County Parks has limited funding for riparian and floodplain habitat restoration from the November 2022 Parks Levy. However, to maximize the benefit from available county resources, we look to other partners to leverage county resources and increase the benefit our work provides to the environment and to the public.

At the present time, there is no other funding available to conduct riparian habitat restoration on the Lane County Road Maintenance Shop & Transfer Station property.

Entering into easements with The Freshwater Trust will facilitate riparian habitat restoration that likely would not otherwise occur, at least in the near term.

G. Alternatives/Options

- 1) Adopt the Board Order to approve the easements and allow the riparian plantings to move forward.
- 2) Do not adopt the Board Order; proposed riparian plantings would not occur.

IV. RECOMMENDATION

Lane County Public Works recommends Option 1.

V. TIMING/IMPLEMENTATION

Initial work to prepare the sites for planting will begin as soon as possible once the

easements are signed. Planting could then begin this coming winter during the bare root planting season.

VI. FOLLOW-UP

None needed, unless the Board would like to receive a progress report once the plantings are completed.

VII. ATTACHMENTS

1. Board Order.
2. Riparian restoration easement for Howard Buford Recreation Area.
3. Riparian restoration easement for Lane County Road Maintenance Shop and Waste Management Transfer Station property on Sears Road.
4. Project proposal from The Freshwater Trust for riparian planting easement for Howard Buford Recreation Area.
5. Project proposal from The Freshwater Trust for riparian planting easement for Lane County Road Maintenance Shop and Waste Management Transfer Station property on Sears Road.

BEFORE THE BOARD OF COMMISSIONERS OF LANE COUNTY, OREGON

ORDER NO: 23-08-22-08

In the Matter of Authorizing the County Administrator to Enter Into Agreements with The Freshwater Trust Regarding 21 and 22-Year Easements For Riparian Shade Plantings at Two County-owned Parcels Along the Coast Fork Willamette River

WHEREAS, COUNTY owns and manages the Howard Buford Recreation Area with river frontage on the Coast Fork Willamette River; and

WHEREAS, COUNTY owns and manages the site of the Lane County Road Maintenance Shop and Waste Management Transfer Station on Sears Road property, with river frontage on the Coast Fork Willamette River; and

WHEREAS, the Metropolitan Wastewater Management Commission has contracted with The Freshwater Trust to provide shade credits to use for water quality permit compliance; and

WHEREAS, conditions on portions of the Howard Buford Recreation Area and Sears Road properties are suitable for establishment of shade producing native trees and shrubs; and

WHEREAS, The Freshwater Trust will pay Lane County the amount of \$350 per acre per year for the right to establish shade producing native trees and shrubs within designated easement boundaries totaling approximately 6.1 acres.

NOW, THEREFORE, the Board of County Commissioners of Lane County **ORDERS** as follows:

1. The County Administrator is authorized to sign the two (2) Riparian Land Restoration Easements, attached as Exhibits A and B and incorporated herein by reference, which allow The Freshwater Trust to plant, maintain, and monitor riparian trees and shrubs on approximately 6.1 acres of land owned by Lane County.

ADOPTED this 22nd day of August, 2023.

Pat Farr, Chair
Lane County Board of Commissioners

RIPARIAN LAND RESTORATION EASEMENT

THIS RIPARIAN LAND RESTORATION EASEMENT (“**Easement**”) is made and entered into this day of August, 2023, by and between Lane County, a political subdivision of the State of Oregon (“Grantor”), and The Freshwater Trust, an Oregon nonprofit corporation (“TFT”), (each a “party,” and collectively, the “Parties”).

RECITALS

- A. Grantor is the owner of certain real property described in Exhibit A – Legal Description of Property.
- B. TFT wishes to access and improve the riparian area along the Coast Fork of the Willamette River, as described in the map attached as Exhibit B – Identification of Riparian Land”) (the “Riparian Land”) to perform certain stream bank and riparian habitat restoration projects (“Riparian Restoration Activities”) to generate thermal credits through riparian restoration projects, as more particularly described in Exhibit C.
- C. Grantor wishes to grant TFT an easement to access and use the Riparian Land for the purposes described in this Easement in exchange for the consideration contained herein.
- D. Grantor and TFT wish to enter into this Easement to establish scope and terms of this grant of easement.

NOW THEREFORE, in consideration of the foregoing recitals, and the consideration, obligations, covenants, and agreements set forth herein, the legal sufficiency of which the Parties hereby acknowledge, Grantor and TFT agree as follows:

1. **GRANT OF EASEMENT.** Grantor grants to TFT a private, nonexclusive easement for access to and use of the Riparian Land for riparian land restoration purposes as set forth in this Easement. The Easement may be used for such purposes only by TFT, its successors, and its contractors, invitees, agents, employees, and volunteers, such use to be in common with use of the Riparian Land by Grantor and its invitees, agents, contractors, employees, volunteers, and assigns. No permanent structures or buildings may be installed in the Easement Area by either Grantor or TFT, other than surfacing, signage, or fences; any such improvements by either party must be approved in writing by the other party in advance, to ensure that any such improvement will not conflict with the purpose of the easement.

The grant of the Easement is made subject to all exceptions to title on file or of record in the Official Records of Lane County, Oregon.

2. TERM.

- 2.1. Initial Term. The term of the Easement shall be for a period of just over twenty-one (21) years (the “Initial Term”), commencing once fully executed (the “Easement Commencement Date”) and, unless earlier lawfully terminated, terminating on December 31, 2043 (the “Easement Termination Date”).
- 2.2. Renewal Option. Provided neither party is in default under this Easement as of the Easement Termination Date, this Easement may be renewed by mutual agreement of TFT and Grantor for a successive term of twenty (20) years (“Renewal Term”).

- 2.2.1. **Notice.** TFT must provide Grantor with prior written notice of its desire to exercise the Renewal Term option, and, if applicable, the new proposed compensation amount for the Riparian Land for the Renewal Term a minimum of ninety (90) calendar days before the Lease Termination Date ("Renewal Notice"). Grantor shall have thirty (30) calendar days from the date of the Renewal Notice to provide written notice of Grantor's acceptance or non-acceptance of the Renewal Term. If applicable, TFT and Grantor may mutually negotiate a new compensation amount for the Renewal Term.

3. PAYMENT.

- 3.1. TFT shall pay to Grantor at the address set forth in Section 17.8 (Notices), or at such address that Grantor may designate to TFT in writing, rent ("Rent") in the following amounts as scheduled:

- 3.1.1. **Total Rent.** TFT shall pay to Grantor a total Rent payment for the Initial Term following the Easement Commencement Date equivalent to \$350.00 per acre per year, for a total Rent amount of Twenty-Five Thousand Eight Hundred Thirty Dollars and No/100 (\$25,830.00) for the Initial Term.
- 3.1.2. **Rent Payment Schedule.** The Parties agree that TFT shall pay Rent in accordance with the following schedule. The first Rent payment is due and payable to Grantor upon execution of this Easement and TFT's receipt of Grantor's W-9 in accordance with Section 17.7 (Completion of Form W-9).

<u>Easement Year:</u>	<u>Rent Payment Date:</u>	<u>Rent Payment:</u>
1	9/15/2023	\$ 630.00
2	1/1/2024	\$ 1,260.00
3	1/1/2025	\$ 1,260.00
4	1/1/2026	\$ 1,260.00
5	1/1/2027	\$ 1,260.00
6	1/1/2028	\$ 1,260.00
7	1/1/2029	\$ 1,260.00
8	1/1/2030	\$ 1,260.00
9	1/1/2031	\$ 1,260.00
10	1/1/2032	\$ 1,260.00
11	1/1/2033	\$ 1,260.00
12	1/1/2034	\$ 1,260.00
13	1/1/2035	\$ 1,260.00
14	1/1/2036	\$ 1,260.00
15	1/1/2037	\$ 1,260.00
16	1/1/2038	\$ 1,260.00
17	1/1/2039	\$ 1,260.00
18	1/1/2040	\$ 1,260.00
19	1/1/2041	\$ 1,260.00
20	1/1/2042	\$ 1,260.00
21	1/1/2043	\$ 1,260.00
Total Rent:		\$ 25,830.00

- 3.2. Late Payment. Should TFT fail to make Rent payments within thirty (30) days of the date such payment is due, interest shall accrue at the rate of five percent (5%) per annum.
- 3.3. Recording Costs. TFT shall pay all fees and costs directly related to the filing and recordation of a memorandum of this Easement in the records of deeds of real property in the county where the Riparian Land is located.
- 3.4. Permits and Licenses. TFT shall pay all fees and costs for any permits and licenses required by state or local laws and regulations to conduct the Riparian Restoration Activities on the Riparian Land.
- 3.5. Taxes. Grantor shall be solely responsible for the payment of all property and income taxes, assessments, and other fees associated with ownership and leasing of the Riparian Land.

4. USE AND ACCESS.

- 4.1. Permitted Uses. TFT shall have the right to use the Riparian Land described as the planting area in the map attached as Exhibit B to conduct, inspect, and to maintain the Riparian Restoration Activities for the duration of the Initial Term and any Renewal Term (if applicable). The Parties agree that TFT shall be the sole beneficiary of all environmental credits produced through Riparian Restoration Activities on Riparian Land ("Credits"). TFT shall provide Grantor with twenty-four (24) hours prior notice by telephone or email before it or its employees or contractors access the Riparian Land.
- 4.2. Access. Grantor shall provide TFT, in writing, with designated routes across Grantor's property to enable TFT to access the Riparian Land for the duration of the Initial Term ("Access Routes"). The Access Routes must be sufficiently wide and navigable to provide TFT, its employees, contractors, and equipment with reasonably unimpeded access to the Riparian Land.
- 4.3. Grantor Use Restrictions. Grantor acknowledges that the value, security, and success of Riparian Restoration Activities on the Riparian Land are of the essence to TFT under this Easement. While the parties acknowledge that the Riparian Land is within a public park open to the general public, Grantor agrees it shall (a) not knowingly conduct, encourage, or authorize and (b) take reasonable actions to prevent or halt, any activities that:
 - 4.3.1. Prevent, hinder, delay, diminish, or damage Riparian Restoration Activities;
 - 4.3.2. Remove vegetation from the Riparian Land or otherwise take action that could reduce plant viability on the Riparian Land;
 - 4.3.3. Permit trespass by livestock or herbicides upon the Riparian Land;
 - 4.3.4. Construct any buildings, roads, pathways, or other improvements except as provided in this Easement, or dispose of any trash or refuse, within the Riparian Land boundaries;
 - 4.3.5. Damage, destroy or remove any fencing, plant stakes, plant protection devices, flags, markers, irrigation components or systems, or other devices or property placed or installed by TFT or its contractors on or within the Riparian Land; or
 - 4.3.6. Engage in any use of its land adjacent to the Riparian Land that would negatively impact the Riparian Restoration Activities.
 - 4.3.7. Encourage members of the public to enter or use the Riparian Lands in a manner detrimental to the Riparian Restoration Activities.

- 4.4. TFT Use Restrictions. TFT and its contractors shall not use or occupy the Riparian Land: (i) for any purpose that would violate applicable state or federal law; (ii) to construct or make structural improvements on the Riparian Land for dwelling or occupancy purposes; or (iii) to enable public access to the Riparian Land. Aside from the Access Routes, TFT and its contractors will not use or occupy Grantor's property outside the Riparian Land.

5. IRRIGATION.

- 5.1. Should Grantor make water available for irrigation of the Riparian Restoration Activities on the Riparian Land, the water will be provided according to the terms contained in Exhibit D ("Irrigation System Terms").
- 5.2. The Parties acknowledge that the use of water pursuant to Exhibit D shall not be considered a transfer of water rights from Grantor to TFT.

6. ASSIGNMENT OR TRANSFER.

- 6.1. Assignment or Transfer by TFT. Grantor consents to the assignment or transfer by TFT of its interest in this Easement to a successor in interest, a wholly owned or controlled subsidiary organization, or the Metropolitan Wastewater Management Commission located in Eugene, Oregon or its assigns. Grantor's written approval is required for any other assignment or transfer by TFT. TFT shall provide Grantor with prior written notice of any other proposed assignment or transfer. Grantor shall have thirty (30) days to object in writing to reasonably object to any such proposed assignment or transfer.
- 6.2. Assignment or Transfer by Grantor. Should Grantor sell, convey, assign, or transfer (collectively, "transfer") Grantor's interest in its real property and Riparian Land during the Initial Term, Grantor's obligations under this Easement shall inure to and be binding upon all such successors in interest. Grantor shall provide TFT with prior written notice of any such transfer of interest to a successor in interest.

7. SUBORDINATION AND NON-DISTURBANCE IN THE EVENT OF FORECLOSURE.

- 7.1. TFT agrees that this Easement is subject and subordinate to all existing mortgages, if any, of Grantor on the Riparian Land.
- 7.2. Grantor agrees to use its best efforts to deliver an agreement or letter to TFT from any existing or future mortgage holders acknowledging TFT's use and interest in the Riparian Land, and providing that so long as TFT is not in default of this Easement, TFT's interest will not be extinguished upon such holder's foreclosure, power of sale, or deed in lieu of foreclosure ("Non-Disturbance Agreement"). Upon notice to TFT of foreclosure, power of sale, or deed in lieu of foreclosure, TFT agrees to attorn and pay rent to any such purchaser or mortgage holder. Grantor shall provide written notice to TFT of any mortgage for which it is unable to obtain a Non-Disturbance Agreement.
- 7.3. Should Grantor be unable to obtain a Non-Disturbance Agreement, TFT agrees that Grantor will not be in default under this Easement and all obligations under this Easement will nevertheless remain in full force and effect.

8. WARRANTIES.

- 8.1. Grantor hereby represents to TFT that to the best of Grantor's knowledge:

- 8.1.1. No known actions, proceedings or investigations are pending or threatened against Grantor which would interfere with Grantor's ability to enter into this Easement or consummate the same;
- 8.1.2. No casualty nor condemnation with respect to the Riparian Land or any part thereof has occurred and no such known condemnation is pending or threatened;
- 8.1.3. No uncured violations of any law, ordinance, order, or regulation of any governmental authority having jurisdiction of Riparian Land exist requiring any work, repair, construction, alteration or installation on, or in connection with the Riparian Land that would impede the Riparian Restoration Activities;
- 8.1.4. Grantor has the authority to enter into this Easement, and to consummate the transaction contemplated herein;
- 8.1.5. No portion of the Riparian Land is currently the subject of any other type of legal proceeding except as described in this Easement; and
- 8.1.6. Grantor has not entered into any agreement regarding the Riparian Land other than this Easement including, but not limited to, any federal or state Conservation Reserve Program or Conservation Reserve Enhancement Program agreement(s), and that title to the Riparian Land is free and clear of any unrecorded claims or encumbrances arising by, through, or under Grantor.

9. HAZARDOUS MATERIALS.

- 9.1. Definition. The term "Hazardous Materials" for purposes of this Section 8 means any chemical, substance, materials, waste, or component which is now or hereafter listed, defined, or regulated as a hazardous or toxic chemical, substance, materials, waste, or component by any federal, state, or local governing or regulatory body having jurisdiction, or which would trigger any employee or community "right-to-know" requirements adopted by any such body, or for which any such body has adopted any requirements for the preparation or distribution of a materials safety data sheet.
- 9.2. Site Preparation Records. At Grantor's request, TFT shall provide Grantor with a written list identifying any Hazardous Materials then used, stored, or maintained upon the Riparian Land in connection with the Riparian Restoration Activities, and such other information as Grantor may reasonably require or as may be required by applicable law.
- 9.3. TFT Releases. If any Hazardous Materials are improperly released, discharged or disposed of by TFT or its employees, contractors, or agents, on or about the Riparian Land, TFT shall immediately, properly, and in compliance with applicable laws notify Grantor and clean up, remediate, and remove the Hazardous Materials from the Riparian Land and any other affected property at TFT's sole cost and expense. TFT shall indemnify and hold Grantor harmless from and against any and all claims, demands, liabilities, losses, damages, penalties and judgments directly arising out a violation of this Section by TFT, its employees, contractors or agents.
- 9.4. Grantor's Releases. Grantor shall not knowingly release, discharge, or dispose of any Hazardous Materials on the Riparian Land in violation of any applicable laws. If the presence of any Hazardous Materials exists in excess of the amount permitted by applicable laws, and to the extent that such presence is caused by Grantor or a third party (other than TFT, its employees, contractors, or agents), or is a pre-existing condition, TFT may (i) elect to immediately terminate this Easement, or (ii) obligate Grantor to promptly take all actions

necessary, or take action necessary to cause responsible third parties, to comply with such applicable laws at Grantor's sole cost and expense. Grantor represents and warrants to TFT that, as of the Easement Commencement Date, to the best of Grantor's knowledge, there are no Hazardous Materials situated in or on the Riparian Land in violation of applicable laws.

10. DAMAGE OR DESTRUCTION OF RIPARIAN LAND.

- 10.1. Mitigation of Damages. Should either party become aware of any damage or risk of damage to the Riparian Land or Riparian Restoration Activities performed on the Riparian Land, including any release, discharge, or disposal of any Hazardous Materials on the Riparian Land, that party agrees to notify the other party as soon as practicable to mitigate or prevent such damage. Grantor agrees to reasonably cooperate with TFT to promptly mitigate any risk of damage.
- 10.2. Nuisance or Trespass. In the event that Grantor becomes aware that the Riparian Land or Riparian Restoration Activities are subject to damages or destruction resulting from nuisance or trespass, specifically including herbicide drift, Grantor will notify TFT as soon as practicable.
- 10.3. Grantor's Damages. Should damage to the Riparian Land or Riparian Restoration Activities be caused by the negligent acts or omissions or willful misconduct of the Grantor, its agents, or employees, Grantor agrees to: (i) reasonably cooperate in mitigating damages as requested by TFT, and (ii) to compensate TFT for the reasonable cost incurred by TFT in restoring the project to pre-loss condition.
- 10.4. Force Majeure. "Force Majeure" is an unforeseeable and unavoidable event or circumstance not within the reasonable control of TFT or Grantor which could not have been brought within control through commercially reasonable efforts, which causes a delay or non-performance of a duty or obligation under this Easement. Neither party shall be liable for Riparian Land lost, damaged, or otherwise diminished by a Force Majeure event.

11. END OF TERM.

- 11.1. Surrender of Riparian Land. TFT shall remove all artificial, non-vegetative markers, equipment, devices, or items placed or installed on the Riparian Land by TFT or its contractors on or prior to the Easement Termination Date.
 - 11.1.1. Grantor understands that the Riparian Restoration Activities will result in alterations to the vegetative cover, landscape, and plant composition of the Riparian Land, and except as provided in Section 11.1 above, agrees to accept the Riparian Land in "AS-IS" condition upon termination of the Easement.
- 11.2. No Holdover. Subject to the Parties' agreement on a Renewal Term, TFT shall not holdover in its possession of the Riparian Land past the Easement Termination Date.

12. LIQUIDATED DAMAGES.

- 12.1. The Parties agree that in the event this Easement is breached by Grantor TFT will suffer substantial damages and that such damages would be difficult to measure with certainty. Accordingly, Grantor agrees that in addition to the refund of rental payments received plus interest of five percent (5%) per annum, Grantor will pay an amount equal to twenty-five percent (25%) of the total Rent amount in Section 3.1.1 (Total Rent). This amount shall be due as liquidated damages, in addition to any such other damages or amounts as may be

due, and not as a penalty. The rights and remedies provided in this Section 12 are not exclusive and are in addition to any other rights and remedies that TFT may have at law or in equity.

13. TERMINATION.

- 13.1. This Easement may be terminated at any time prior to the Easement Termination Date by mutual agreement of the Parties in writing.
- 13.2. TFT may unilaterally terminate this Easement at any time without cause upon thirty (30) days prior written notice to Grantor.
- 13.3. If TFT does not make a required payment within one hundred and eighty (180) days, this Easement may be terminated at the option of the Grantor by giving TFT prior written notice of such termination.

14. INSURANCE.

- 14.1. Grantor's Insurance. Grantor shall insure and maintain comprehensive general liability insurance on an occurrence basis with limits of liability in an amount not less than \$500,000.00 combined single limit for each occurrence and \$500,000.00 in the aggregate. On or before the Easement Commencement Date, Grantor shall furnish to TFT certificates of insurance evidencing such insurance coverage. Renewal certificates will be furnished to TFT at least thirty (30) days prior to the expiration date of such insurance policies showing the above coverage to be in full force and effect. Notwithstanding the foregoing, Grantor may satisfy its insurance obligations under this Agreement by means of self-insurance.

TFT acknowledges that Grantor is self-insured for tort liability, property damage, and automobile liability pursuant to ORS 30.260 through 30.300, and specifically ORS 30.282, and has qualified under ORS 806.130 of the Oregon Vehicle Code. TFT agrees that said self-insurance will be acceptable for satisfying the requirements and limits established in this agreement. Grantor will provide a description of Grantor's self-insurance plan if requested by TFT.

- 14.2. TFT Insurance. TFT shall insure and maintain comprehensive general liability insurance for its Riparian Restoration Activities on the Riparian Land in an amount not less than \$2,000,000.00 combined single limit for each occurrence and \$4,000,000.00 in the annual aggregate. Upon a request from Grantor, TFT shall furnish to Grantor certificates of insurance evidencing such insurance coverage and will thereafter furnish renewal certificates at least thirty (30) days prior to expiration date of such insurance policies showing the above coverage to be in full force and effect.

15. INDEMNIFICATION.

- 15.1. Indemnification of TFT by Grantor. To the extent permitted by the Oregon Constitution, and to the extent permitted by the Oregon Tort Claims Act, Grantor agrees to indemnify and hold harmless TFT, its directors, officers, employees, agents, successors, and assigns from and against any and all claims, demands, penalties, losses, liabilities, expenses, damages, lawsuits or actions arising out of or in any way related to Grantor's negligence or willful misconduct or breach of this Easement, which breach shall include without limitation, any failure of Grantor's representations and warranties identified in Section 8 (Warranties) to be true.

- 15.2. Indemnification of Grantor by TFT. TFT agrees to indemnify and defend Grantor, and Grantor's agents, successors, and assigns, from and against any and all claims, demands, penalties, losses, liabilities, expenses, damages, lawsuits, or actions arising out of or resulting from the willful or negligent acts or omissions of TFT, its employees, contractors, or for anyone for whose acts it may be liable, for bodily injury, death, or damage to property related to TFT's Riparian Restoration Activities under this Easement.

16. DISPUTE RESOLUTION.

- 16.1. Mediation. In the event that TFT and Grantor are unable to reconcile a dispute arising under this Easement, the Parties may agree to first submit the claim to mediation. Such mediation process shall be subject to ORS 36.100 to 36.238 and will be held in the Portland, Oregon metropolitan area.
- 16.2. Costs. TFT and Grantor are responsible for their own attorney fees related to any mediation under Section 16.1 (Mediation), and will equally share the common costs and fees associated with the alternative dispute resolution process.
- 16.3. Venue. All disputes arising out of the Easement not otherwise settled through mediation will be decided by the Circuit Court of Lane County, Oregon; except, if a claim must be brought in a federal forum then it must be brought and adjudicated solely and exclusively in the United States District Court for the District of Oregon, located in Eugene, Oregon.

17. MISCELLANEOUS.

- 17.1. Controlling Law and Operation. This Easement shall be governed under, and construed pursuant to, the laws of the State of Oregon or, as applicable, under the laws of the United States. Each of the Parties acknowledges that they have been given the opportunity to obtain counsel, or that they have been represented by counsel of their own choice and that they have read this Easement and have had it fully explained to them by such counsel, and that they are fully aware of the contents of this Easement and of its legal effect.
- 17.2. Severability/Survival. If any of the provisions contained in the Easement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired. All provisions concerning the limitation of liability and all provisions concerning indemnification shall survive the termination of the Easement.
- 17.3. Integration. This Easement constitutes the entire agreement between the Parties and supersedes all prior written or oral communications.
- 17.4. Headings. The paragraph headings are for ease of reference only and shall not be used in construing or interpreting this Easement.
- 17.5. Modification. This Easement may be modified only by a written document signed by both TFT and Grantor.
- 17.6. Waiver. No waiver will be binding on a party unless it is in writing and signed by the party making the waiver. A party's waiver of a breach of a provision of this Easement will not be a waiver of any other provision or a waiver of a subsequent breach of the same provision.
- 17.7. Completion of Form W-9. Grantor agrees to complete a form W-9, required for TFT to provide and process payment to Grantor under I.R.S. regulations, and return it to TFT as a condition of and prior to payment under Section 3 (Payment).

17.8. Notices. Except where specifically provided otherwise in this Easement whenever any notice, demand or request is required or provided for under this Easement, such notice, demand or request shall be provided in writing to the following addresses or such other addresses as the Parties may indicate in writing, by postage prepaid, certified or registered mail:

To TFT: The Freshwater Trust
 Attn: Legal Department
 700 SW Taylor St., Ste. 200
 Portland, OR 97205

To Grantor: Lane County Parks Division
 3050 N. Delta Hwy
 Eugene, OR 97408

18. SIGNATURES.

LANE COUNTY:

By: _____

Name: _____

Its: _____

Date: _____

THE FRESHWATER TRUST:

By: _____

Name: _____

Its: _____

Date: _____

ACKNOWLEDGEMENTS

STATE OF OREGON)
) ss.
County of _____)

This instrument was acknowledged before me on _____, 20____, by
_____ as _____ for Lane
County.

NOTARY PUBLIC FOR OREGON

My Commission Expires:_____

STATE OF OREGON)
) ss.
County of _____)

This instrument was acknowledged before me on _____, 20____, by
_____ as _____ for The Freshwater Trust.

NOTARY PUBLIC FOR OREGON

My Commission Expires:_____

EXHIBIT A – LEGAL DESCRIPTION OF PROPERTY

Real property in the County of Lane, State of Oregon, described as follows:

PARCEL 1

BEGINNING AT THE NORTHEAST CORNER OF THE WILLIAM RUSSELL DONATION LAND CLAIM NO. 46 NOTIF. NO. 7284 IN TOWNSHIP 18 SOUTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN AND RUNNING THENCE SOUTH 50.16 CHAINS TO THE SOUTHEAST CORNER OF SAID CLAIM NO. 46; THENCE WEST 11.23 CHAINS TO THE NORTHEAST CORNER OF LOT 5 OF SECTION 20; THENCE SOUTH 4.35 CHAINS TO THE NORTHEAST CORNER OF LOT 5 OF SECTION 20; THENCE SOUTH 4.35 CHAINS MORE OR LESS, TO THE SOUTHEAST CORNER OF SAID LOT 5; THENCE WEST 8.77 CHAINS TO THE SOUTHWEST CORNER OF SAID LOT 5; THENCE NORTH TO THE NORTHWEST CORNER OF SAID LOT 5; THENCE WEST ALONG THE SOUTH LINE OF SAID DONATION LAND CLAIM NO. 46 TO THE COAST FORK OF THE WILLAMETTE RIVER; THENCE NORTHWESTERLY ALONG THE COAST FORK OF THE WILLAMETTE RIVER TO THE WEST LINE OF THE SAID WILLIAM RUSSELL DONATION LAND CLAIM NO. 46, 8.85 CHAINS NORTH OF THE SOUTHWEST CORNER OF THE CLAIM; THENCE NORTH 25.45 CHAINS TO THE LINE BETWEEN SECTIONS 18 AND 19; THENCE WEST 37.09 CHAINS MORE OR LESS ON THE SECTION LINE TO THE CENTER OF THE CHANNEL OF THE COAST FORK OF THE WILLAMETTE RIVER; THENCE NORTHERLY 50.00 CHAINS ALONG THE CENTER OF THE SAID RIVER CHANNEL MORE OR LESS TO A POINT 10 CHAINS NORTH AND ABOUT 22 CHAINS WEST OF THE CENTER OF SECTION 18; THENCE EAST 62.00 CHAINS MORE OR LESS TO A POINT 10.00 CHAINS NORTH OF THE QUARTER SECTION CORNER BETWEEN SECTIONS 17 AND 18; THENCE SOUTH 34.08 CHAINS TO THE NORTH LINE OF THE SAID WILLIAM RUSSELL DONATION LAND CLAIM NO. 46; THENCE EAST 32.10 CHAINS ON SAID NORTH LINE TO THE PLACE OF BEGINNING.

EXCEPT THEREFROM THAT PORTION OF LOT 5 OF SAID SECTION 20 LYING SOUTHERLY OF THE COAST FORK OF THE WILLAMETTE RIVER.

NOTE: APN 0569192 AND 0569200; MAP 18-02-19-00-00100

PARCEL 2

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SAID SECTION 19 AND THE EAST LINE OF ELIAS DAVISSON DONATION LAND CLAIM NO. 55, TOWNSHIP 18 SOUTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN; THENCE SOUTH ALONG THE EAST LINE OF SAID DONATION LAND CLAIM NO. 55 TO THE COAST FORK OF THE WILLAMETTE RIVER; THENCE WESTERLY AND NORTHERLY ALONG SAID COAST FORK OF THE WILLAMETTE RIVER TO THE NORTH LINE OF SAID SECTION 19; THENCE EAST ALONG SAID NORTH LINE TO THE PLACE OF BEGINNING.

EXCEPT THEREFROM THAT PORTION OF THE JOHN F. WOOLEY DONATION LAND CLAIM NO. 45, TOWNSHIP 18 SOUTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN, LYING NORTHERLY OF THE COAST FORK OF THE WILLAMETTE RIVER.

NOTE: APN 0569549; MAP 18-02-19-00-02300

EXHIBIT B – IDENTIFICATION OF RIPARIAN LAND

Grantor grants to TFT an easement over a portion of its property located on Map Nos. 18-02-19-00-00100 and 18-02-19-00-02300 in Lane County, Oregon, as described in Exhibit A, consisting of approximately 3.6 acres of real property and more particularly described in the following property map boundaries.

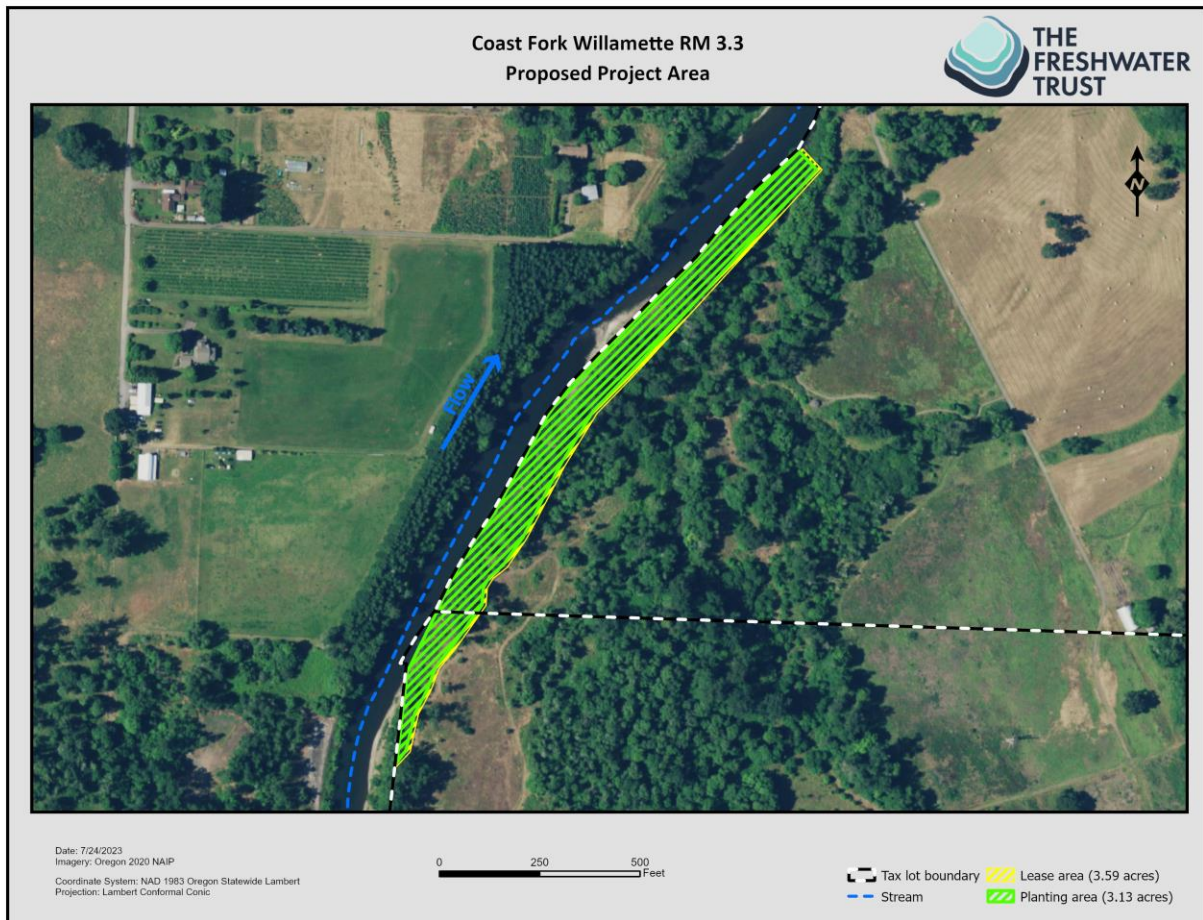


EXHIBIT C – SCOPE OF RIPARIAN RESTORATION ACTIVITIES

- 1. Introduction.** The following provides a basic outline of the actions and activities that may occur on the Riparian Land. The Riparian Restoration Activities include a broad range of stream bank restoration and mitigation actions similar to many forestry, agricultural, and landscaping practices. This Exhibit does not contain, and is not intended to be, an exclusive and exhaustive list of activities that TFT may conduct on the Riparian Land, but a general description of the outline and timeline of work that Grantor may expect on its Riparian Land. As the Riparian Land is unique, each TFT project will be distinctive and tailored to that site. Variations in climate, plant species and site conditions often require modified designs for each project. Accordingly, TFT reserves the right to respond to conditions on the ground with responsible and professional agricultural practices that may or may not be cited below.
- 2. Site Planning.** As project manager, TFT will develop a planting plan for the Riparian Land, vet and hire contractor(s) to perform the work of installing and maintaining the plantings, monitor and document the progress of the plantings, develop maintenance recommendations and guide the project through the credit verification and registration process. To the extent possible, TFT will engage local contractor(s) to prepare, plant and maintain the riparian restoration project, and welcomes Grantor's recommendations for such contractors.
- 3. Scope of Work.** TFT or its contractor(s) may complete all or some of the following work on the Riparian Land:
 - 3.1. Site Preparation and Invasive Plant Removal: Site preparation will include removal or control of invasive plants within the Riparian Land and preparation of the ground for planting. Such work may involve mowing, scalping, brush hogging, hand digging and herbicide treatments. Invasive plant material will be disposed of in accordance with best management practices for those species.
 - 3.2. Plant Procurement: Indigenous-derived plant material will be secured whenever available. Local suppliers will be given preferential consideration for supply. TFT will work with contractor(s) to select appropriate species and relative numbers based on conditions observed at nearby reference sites and professional judgment.
 - 3.3. Plant Location: Planting performed by TFT or its contractor(s) will conform with zone planting guidelines developed by TFT through its planting plan and in accordance with Willamette Partnership planting performance standards as follows:

Table 1. Performance standards for Water Quality Trading riparian vegetation projects (Willamette Partnership, 2016).

METRIC	PERFORMANCE CRITERIA ^a			
	Year 5	Year 10	Year 15	Year 20
EITHER: 1) Live, native woody stems/acre OR 2) Combined live, native shrub and woody vine cover	≥ 1,600 stems/acre	80% of the stem density required at Year 5	70% of the stem density required at Year 5	
% canopy closure or cover	N/A	N/A	≥ 25%	
Live, native trees/acre	None	(Dry ecoregions) ^b ≥ 50 trees/acre (Wet ecoregions) ^c ≥ 100 trees/acre		
Number of native woody species present	≥ 5 species			
% cover of <u>invasive</u> ^d woody species	≤ 10% cover			
% cover of invasive herbaceous species	≤ 20% cover			
% cover of non-native plants	Take and document actions reasonably necessary to evaluate the risk posed to project site by non-native species where they are problematic (e.g., reed canarygrass [<i>Phalaris arundinacea</i>], English holly [<i>Ilex aquifolium</i>]), taking the steps necessary to control those non-native species such that their presence does not prevent the successful establishment and propagation of native ecosystem characteristics and functions. This includes monitoring and reporting % cover of such species.			

3.4. Plant Protection: To minimize plant losses due to herbivory or damage from routine maintenance tasks (e.g., mowing), tree cages or protection tubes may be utilized as needed.

3.5. Irrigation: Supplementary irrigation may be required for establishment of plantings. Accordingly, TFT and its contractor(s) may install an irrigation system to meet establishment needs on the Riparian Land for the use of TFT and its contractors. Grantor's preferences regarding design and location will be taken into account in the implementation of the system. Irrigation will be provided for the purpose of plant establishment only and once plantings are established (expected within 5 years) the irrigation system will be removed by TFT or its contractor(s).

4. Project Site Maintenance. TFT and its contractor(s) will maintain plantings made during the term of this Lease. Maintenance may include irrigation, control of invasive plants, pruning and replacement of failed plantings. Maintenance activities are likely to occur more frequently in the first 2 to 3 years during plant establishment and less frequently in years 5 through 20.

4.1. Maintenance. Maintenance of the Riparian Land and associated plantings will be the sole responsibility of TFT and its contractor(s). Grantor will not have any responsibility for maintenance of the plants on the Riparian Land. Maintenance may include running and

maintaining irrigation system, applying herbicide to invasive vegetation, manually removing invasive vegetation, mowing, mulching, adding or modifying plant protections, and replacing plants as needed.

- 4.2. Maintenance Schedule. TFT will create a stewardship and monitoring plan for the project site that it will revise, as needed, throughout the duration of the project. This plan will be provided to Grantor upon request. This plan will detail the stewardship strategy and the anticipated maintenance activities to be conducted on the Riparian Land. Scheduled maintenance tasks will generally occur on the timeline outlined below. Additional maintenance may take place as needed and dictated by routine monitoring reports.

4.2.1. *Year 1*: Invasive weed treatment, site clearing and plantings. New plants will be irrigated as needed.

4.2.2. *Years 1 – 5*: Invasive plants will be managed by mowing the project site as required. Subsequent herbicide applications may be required.

4.2.3. *Years 5 – 20*: Maintenance will be reduced after sites have achieved free-to-grow conditions. However, if a site sustains damage, corrective actions will be completed as directed by the terms of the Contract and this Exhibit C.

4.2.4. *In-fill planting*: The planting plan will be used as a guide for in-fill planting to replace failed plants, as well as an assessment on the success/failure of the on-site plants. In-fill planting will target representative stem densities needed to achieve planting performance standards.

4.2.5. Any materials used to minimize maintenance or herbivory (e.g. tree tubes or similar technology) may be removed.

- 4.3. Additional Visits. Additional visits to the project site for any other purpose beyond Riparian Restoration Activities or site verification (e.g., third party visits) will be arranged with Grantor in advance at Grantor's discretion.

5. **Remediation**. If the site is not performing to TFT's standards at years 5, 10, 15, and 20 of the Lease, excluding circumstances in which the loss or damage is due to a Force Majeure event, action will be taken to address causes of sub-standard performance.

6. **Performance Schedule.**

6.1. All site preparation work is targeted for completion by winter 2024.

6.2. Initial planting to be installed by the target date of winter 2024, though in-fill plantings may be installed until winter 2026.

6.3. If used, all plant stakes, cages, and mulch to be installed by winter 2026, though browse protection may be adjusted at any time as needed.

6.4. First year maintenance will begin once initial planting has been completed and will generally involve visits to the project site by maintenance contractor through the first growing season

(spring to fall 2024). Several visits will also be needed by TFT staff to verify planting specs, document the work, set up monitoring points and conduct required monitoring.

- 6.5. In fill and replacement plantings may be installed in year 2 and 3 as needed to meet the planting standards outlined in section 3. In fill and replacement plantings may be installed during plant dormancy period (generally October through May).

EXHIBIT D – IRRIGATION SYSTEM TERMS

1. Source of Water.

- 1.1. TFT and its contractors may irrigate the Riparian Land with water obtained by TFT for the project. Cost and fees for any necessary transfers or limited water use licenses will be paid by TFT.

2. Application of Water to Riparian Land.

- 2.1. TFT will provide Grantor with prior notice in writing of the identity of the individual water applicator(s), if different from the general contractor(s) working on the Riparian Land. TFT or its applicator(s) will also provide Grantor with twenty-four (24) hours' notice by telephone or email prior to entry in order to irrigate the Riparian Land.
- 2.2. Irrigation water may be applied in intervals as required to maintain soil moisture levels sufficient to support and maintain plant health. Because the success of Riparian Restoration Activities can be highly dependent upon the timely application of water, Riparian Restoration Activities on Riparian Land shall be monitored for irrigation demand during the period of April to September of years 1 through 3 of the Lease and on an as-needed basis outside of that time frame.

RIPARIAN LAND RESTORATION EASEMENT

THIS RIPARIAN LAND RESTORATION EASEMENT (“Easement”) is made and entered into this day of August, 2023, by and between Lane County, a political subdivision of the State of Oregon (“Grantor”), and The Freshwater Trust, an Oregon nonprofit corporation (“TFT”), (each a “party,” and collectively, the “Parties”).

RECITALS

- A. Grantor is the owner of certain real property described in Exhibit A – Legal Description of Property.
- B. TFT wishes to access and improve the riparian area along the Row River, as described in the map attached as Exhibit B – Identification of Riparian Land”) (the “Riparian Land”) to perform certain stream bank and riparian habitat restoration projects (“Riparian Restoration Activities”) to generate thermal credits through riparian restoration projects, as more particularly described in Exhibit C.
- C. Grantor wishes to grant TFT an easement to access and use the Riparian Land for the purposes described in this Easement in exchange for the consideration contained herein.
- D. Grantor and TFT wish to enter into this Easement to establish scope and terms of this grant of easement.

NOW THEREFORE, in consideration of the foregoing recitals, and the consideration, obligations, covenants, and agreements set forth herein, the legal sufficiency of which the Parties hereby acknowledge, Grantor and TFT agree as follows:

1. **GRANT OF EASEMENT.** Grantor grants to TFT a private, nonexclusive easement for access to and use of the Riparian Land for riparian land restoration purposes as set forth in this Easement. The Easement may be used for such purposes only by TFT, its successors, and its contractors, invitees, agents, employees, and volunteers, such use to be in common with use of the Riparian Land by Grantor and its invitees, agents, contractors, employees, volunteers, and assigns. No permanent structures or buildings may be installed in the Easement Area by either Grantor or TFT, other than surfacing, signage, or fences; any such improvements by either party must be approved in writing by the other party in advance, to ensure that any such improvement will not conflict with the purpose of the easement.

The grant of the Easement is made subject to all exceptions to title on file or of record in the Official Records of Lane County, Oregon.

2. TERM.

- 2.1. Initial Term. The term of the Easement shall be for a period of just over twenty-two (22) years (the “Initial Term”), commencing once fully executed (the “Easement Commencement Date”) and, unless earlier lawfully terminated, terminating on December 31, 2044 (the “Easement Termination Date”).
- 2.2. Renewal Option. Provided neither party is in default under this Easement as of the Easement Termination Date, this Easement may be renewed by mutual agreement of TFT and Grantor for a successive term of twenty (20) years (“Renewal Term”).

- 2.2.1. **Notice.** TFT must provide Grantor with prior written notice of its desire to exercise the Renewal Term option, and, if applicable, the new proposed compensation amount for the Riparian Land for the Renewal Term a minimum of ninety (90) calendar days before the Lease Termination Date ("Renewal Notice"). Grantor shall have thirty (30) calendar days from the date of the Renewal Notice to provide written notice of Grantor's acceptance or non-acceptance of the Renewal Term. If applicable, TFT and Grantor may mutually negotiate a new compensation amount for the Renewal Term.

3. PAYMENT.

- 3.1. TFT shall pay to Grantor at the address set forth in Section 17.8 (Notices), or at such address that Grantor may designate to TFT in writing, rent ("Rent") in the following amounts as scheduled:

- 3.1.1. **Total Rent.** TFT shall pay to Grantor a total Rent payment for the Initial Term following the Easement Commencement Date equivalent to \$350.00 per acre per year, for a total Rent amount of Eighteen Thousand Six Hundred Sixty-Six Dollars and 67/100 (\$18,666.67) for the Initial Term.
- 3.1.2. **Rent Payment Schedule.** The Parties agree that TFT shall pay Rent in accordance with the following schedule. The first Rent payment is due and payable to Grantor upon execution of this Easement and TFT's receipt of Grantor's W-9 in accordance with Section 17.7 (Completion of Form W-9).

<u>Easement Year:</u>	<u>Rent Payment Date:</u>	<u>Rent Payment:</u>
1	9/15/2023	\$ 291.67
2	1/1/2024	\$ 875.00
3	1/1/2025	\$ 875.00
4	1/1/2026	\$ 875.00
5	1/1/2027	\$ 875.00
6	1/1/2028	\$ 875.00
7	1/1/2029	\$ 875.00
8	1/1/2030	\$ 875.00
9	1/1/2031	\$ 875.00
10	1/1/2032	\$ 875.00
11	1/1/2033	\$ 875.00
12	1/1/2034	\$ 875.00
13	1/1/2035	\$ 875.00
14	1/1/2036	\$ 875.00
15	1/1/2037	\$ 875.00
16	1/1/2038	\$ 875.00
17	1/1/2039	\$ 875.00
18	1/1/2040	\$ 875.00
19	1/1/2041	\$ 875.00
20	1/1/2042	\$ 875.00
21	1/1/2043	\$ 875.00
22	1/1/2044	\$ 875.00
Total Rent:		\$ 18,666.67

- 3.2. Late Payment. Should TFT fail to make Rent payments within thirty (30) days of the date such payment is due, interest shall accrue at the rate of five percent (5%) per annum.
- 3.3. Recording Costs. TFT shall pay all fees and costs directly related to the filing and recordation of a memorandum of this Easement in the records of deeds of real property in the county where the Riparian Land is located.
- 3.4. Permits and Licenses. TFT shall pay all fees and costs for any permits and licenses required by state or local laws and regulations to conduct the Riparian Restoration Activities on the Riparian Land.
- 3.5. Taxes. Grantor shall be solely responsible for the payment of all property and income taxes, assessments, and other fees associated with ownership and leasing of the Riparian Land.

4. USE AND ACCESS.

- 4.1. Permitted Uses. TFT shall have the right to use the Riparian Land described as the planting area in the map attached as Exhibit B to conduct, inspect, and to maintain the Riparian Restoration Activities for the duration of the Initial Term and any Renewal Term (if applicable). The Parties agree that TFT shall be the sole beneficiary of all environmental credits produced through Riparian Restoration Activities on Riparian Land ("Credits"). TFT shall provide Grantor with twenty-four (24) hours prior notice by telephone or email before it or its employees or contractors access the Riparian Land.
- 4.2. Access. Grantor shall provide TFT, in writing, with designated routes across Grantor's property to enable TFT to access the Riparian Land for the duration of the Initial Term ("Access Routes"). The Access Routes must be sufficiently wide and navigable to provide TFT, its employees, contractors, and equipment with reasonably unimpeded access to the Riparian Land.
- 4.3. Grantor Use Restrictions. Grantor acknowledges that the value, security, and success of Riparian Restoration Activities on the Riparian Land are of the essence to TFT under this Easement. Grantor agrees it shall (a) not knowingly conduct, encourage, or authorize and (b) take reasonable actions to prevent or halt, any activities that:
 - 4.3.1. Prevent, hinder, delay, diminish, or damage Riparian Restoration Activities;
 - 4.3.2. Remove vegetation from the Riparian Land or otherwise take action that could reduce plant viability on the Riparian Land;
 - 4.3.3. Permit trespass by livestock or herbicides upon the Riparian Land;
 - 4.3.4. Construct any buildings, roads, pathways, or other improvements except as provided in this Easement, or dispose of any trash or refuse, within the Riparian Land boundaries;
 - 4.3.5. Damage, destroy or remove any fencing, plant stakes, plant protection devices, flags, markers, irrigation components or systems, or other devices or property placed or installed by TFT or its contractors on or within the Riparian Land; or
 - 4.3.6. Engage in any use of its land adjacent to the Riparian Land that would negatively impact the Riparian Restoration Activities.
- 4.4. TFT Use Restrictions. TFT and its contractors shall not use or occupy the Riparian Land: (i) for any purpose that would violate applicable state or federal law; (ii) to construct or make structural improvements on the Riparian Land for dwelling or occupancy purposes; or (iii) to

enable public access to the Riparian Land. Aside from the Access Routes, TFT and its contractors will not use or occupy Grantor's property outside the Riparian Land.

5. IRRIGATION.

- 5.1. Should Grantor make water available for irrigation of the Riparian Restoration Activities on the Riparian Land, the water will be provided according to the terms contained in Exhibit D ("Irrigation System Terms").
- 5.2. The Parties acknowledge that the use of water pursuant to Exhibit D shall not be considered a transfer of water rights from Grantor to TFT.

6. ASSIGNMENT OR TRANSFER.

- 6.1. Assignment or Transfer by TFT. Grantor consents to the assignment or transfer by TFT of its interest in this Easement to a successor in interest, a wholly owned or controlled subsidiary organization, or the Metropolitan Wastewater Management Commission located in Eugene, Oregon or its assigns. Grantor's written approval is required for any other assignment or transfer by TFT. TFT shall provide Grantor with prior written notice of any other proposed assignment or transfer. Grantor shall have thirty (30) days to object in writing to reasonably object to any such proposed assignment or transfer.
- 6.2. Assignment or Transfer by Grantor. Should Grantor sell, convey, assign, or transfer (collectively, "transfer") Grantor's interest in its real property and Riparian Land during the Initial Term, Grantor's obligations under this Easement shall inure to and be binding upon all such successors in interest. Grantor shall provide TFT with prior written notice of any such transfer of interest to a successor in interest.

7. SUBORDINATION AND NON-DISTURBANCE IN THE EVENT OF FORECLOSURE.

- 7.1. TFT agrees that this Easement is subject and subordinate to all existing mortgages, if any, of Grantor on the Riparian Land.
- 7.2. Grantor agrees to use its best efforts to deliver an agreement or letter to TFT from any existing or future mortgage holders acknowledging TFT's use and interest in the Riparian Land, and providing that so long as TFT is not in default of this Easement, TFT's interest will not be extinguished upon such holder's foreclosure, power of sale, or deed in lieu of foreclosure ("Non-Disturbance Agreement"). Upon notice to TFT of foreclosure, power of sale, or deed in lieu of foreclosure, TFT agrees to attorn and pay rent to any such purchaser or mortgage holder. Grantor shall provide written notice to TFT of any mortgage for which it is unable to obtain a Non-Disturbance Agreement.
- 7.3. Should Grantor be unable to obtain a Non-Disturbance Agreement, TFT agrees that Grantor will not be in default under this Easement and all obligations under this Easement will nevertheless remain in full force and effect.

8. WARRANTIES.

- 8.1. Grantor hereby represents to TFT that to the best of Grantor's knowledge:
 - 8.1.1. No known actions, proceedings or investigations are pending or threatened against Grantor which would interfere with Grantor's ability to enter into this Easement or consummate the same;

- 8.1.2. No casualty nor condemnation with respect to the Riparian Land or any part thereof has occurred and no such known condemnation is pending or threatened;
- 8.1.3. No uncured violations of any law, ordinance, order, or regulation of any governmental authority having jurisdiction of Riparian Land exist requiring any work, repair, construction, alteration or installation on, or in connection with the Riparian Land that would impede the Riparian Restoration Activities;
- 8.1.4. Grantor has the authority to enter into this Easement, and to consummate the transaction contemplated herein;
- 8.1.5. No portion of the Riparian Land is currently the subject of any other type of legal proceeding except as described in this Easement; and
- 8.1.6. Grantor has not entered into any agreement regarding the Riparian Land other than this Easement including, but not limited to, any federal or state Conservation Reserve Program or Conservation Reserve Enhancement Program agreement(s), and that title to the Riparian Land is free and clear of any unrecorded claims or encumbrances arising by, through, or under Grantor.

9. HAZARDOUS MATERIALS.

- 9.1. Definition. The term "Hazardous Materials" for purposes of this Section 9 means any chemical, substance, materials, waste, or component which is now or hereafter listed, defined, or regulated as a hazardous or toxic chemical, substance, materials, waste, or component by any federal, state, or local governing or regulatory body having jurisdiction, or which would trigger any employee or community "right-to-know" requirements adopted by any such body, or for which any such body has adopted any requirements for the preparation or distribution of a materials safety data sheet.
- 9.2. Site Preparation Records. At Grantor's request, TFT shall provide Grantor with a written list identifying any Hazardous Materials then used, stored, or maintained upon the Riparian Land in connection with the Riparian Restoration Activities, and such other information as Grantor may reasonably require or as may be required by applicable law.
- 9.3. TFT Releases. If any Hazardous Materials are improperly released, discharged or disposed of by TFT or its employees, contractors, or agents, on or about the Riparian Land, TFT shall immediately, properly, and in compliance with applicable laws notify Grantor and clean up, remediate, and remove the Hazardous Materials from the Riparian Land and any other affected property at TFT's sole cost and expense. TFT shall indemnify and hold Grantor harmless from and against any and all claims, demands, liabilities, losses, damages, penalties and judgments directly arising out a violation of this Section by TFT, its employees, contractors or agents.
- 9.4. Grantor's Releases. Grantor shall not knowingly release, discharge, or dispose of any Hazardous Materials on the Riparian Land in violation of any applicable laws. If the presence of any Hazardous Materials exists in excess of the amount permitted by applicable laws, and to the extent that such presence is caused by Grantor or a third party (other than TFT, its employees, contractors, or agents), or is a pre-existing condition, TFT may (i) elect to immediately terminate this Easement, or (ii) obligate Grantor to promptly take all actions necessary, or take action necessary to cause responsible third parties, to comply with such applicable laws at Grantor's sole cost and expense. Grantor represents and warrants to TFT that, as of the Easement Commencement Date, to the best of Grantor's knowledge, there are no Hazardous Materials situated in or on the Riparian Land in violation of applicable laws.

10. DAMAGE OR DESTRUCTION OF RIPARIAN LAND.

- 10.1. Mitigation of Damages. Should either party become aware of any damage or risk of damage to the Riparian Land or Riparian Restoration Activities performed on the Riparian Land, including any release, discharge, or disposal of any Hazardous Materials on the Riparian Land, that party agrees to notify the other party as soon as practicable to mitigate or prevent such damage. Grantor agrees to reasonably cooperate with TFT to promptly mitigate any risk of damage.
- 10.2. Nuisance or Trespass. In the event that Grantor becomes aware that the Riparian Land or Riparian Restoration Activities are subject to damages or destruction resulting from nuisance or trespass, specifically including herbicide drift, Grantor will notify TFT as soon as practicable.
- 10.3. Grantor's Damages. Should damage to the Riparian Land or Riparian Restoration Activities be caused by the negligent acts or omissions or willful misconduct of the Grantor, its agents, or employees, Grantor agrees to: (i) reasonably cooperate in mitigating damages as requested by TFT, and (ii) to compensate TFT for the reasonable cost incurred by TFT in restoring the project to pre-loss condition.
- 10.4. Force Majeure. "Force Majeure" is an unforeseeable and unavoidable event or circumstance not within the reasonable control of TFT or Grantor which could not have been brought within control through commercially reasonable efforts, which causes a delay or non-performance of a duty or obligation under this Easement. Neither party shall be liable for Riparian Land lost, damaged, or otherwise diminished by a Force Majeure event.

11. END OF TERM.

- 11.1. Surrender of Riparian Land. TFT shall remove all artificial, non-vegetative markers, equipment, devices, or items placed or installed on the Riparian Land by TFT or its contractors on or prior to the Easement Termination Date.
 - 11.1.1. Grantor understands that the Riparian Restoration Activities will result in alterations to the vegetative cover, landscape, and plant composition of the Riparian Land, and except as provided in Section 11.1 above, agrees to accept the Riparian Land in "AS-IS" condition upon termination of the Easement.
- 11.2. No Holdover. Subject to the Parties' agreement on a Renewal Term, TFT shall not holdover in its possession of the Riparian Land past the Easement Termination Date.

12. LIQUIDATED DAMAGES.

- 12.1. The Parties agree that in the event this Easement is breached by Grantor TFT will suffer substantial damages and that such damages would be difficult to measure with certainty. Accordingly, Grantor agrees that in addition to the refund of rental payments received plus interest of five percent (5%) per annum, Grantor will pay an amount equal to twenty-five percent (25%) of the total Rent amount in Section 3.1.1 (Total Rent). This amount shall be due as liquidated damages, in addition to any such other damages or amounts as may be due, and not as a penalty. The rights and remedies provided in this Section 12 are not exclusive and are in addition to any other rights and remedies that TFT may have at law or in equity.

13. TERMINATION.

- 13.1. This Easement may be terminated at any time prior to the Easement Termination Date by mutual agreement of the Parties in writing.
- 13.2. TFT may unilaterally terminate this Easement at any time without cause upon thirty (30) days prior written notice to Grantor.
- 13.3. If TFT does not make a required payment within one hundred and eighty (180) days, this Easement may be terminated at the option of the Grantor by giving TFT prior written notice of such termination.

14. INSURANCE.

- 14.1. Grantor's Insurance. Grantor shall insure and maintain comprehensive general liability insurance on an occurrence basis with limits of liability in an amount not less than \$500,000.00 combined single limit for each occurrence and \$500,000.00 in the aggregate. On or before the Easement Commencement Date, Grantor shall furnish to TFT certificates of insurance evidencing such insurance coverage. Renewal certificates will be furnished to TFT at least thirty (30) days prior to the expiration date of such insurance policies showing the above coverage to be in full force and effect. Notwithstanding the foregoing, Grantor may satisfy its insurance obligations under this Agreement by means of self-insurance.

TFT acknowledges that Grantor is self-insured for tort liability, property damage, and automobile liability pursuant to ORS 30.260 through 30.300, and specifically ORS 30.282, and has qualified under ORS 806.130 of the Oregon Vehicle Code. TFT agrees that said self-insurance will be acceptable for satisfying the requirements and limits established in this agreement. Grantor will provide a description of Grantor's self-insurance plan if requested by TFT.

- 14.2. TFT Insurance. TFT shall insure and maintain comprehensive general liability insurance for its Riparian Restoration Activities on the Riparian Land in an amount not less than \$2,000,000.00 combined single limit for each occurrence and \$4,000,000.00 in the annual aggregate. Upon a request from Grantor, TFT shall furnish to Grantor certificates of insurance evidencing such insurance coverage and will thereafter furnish renewal certificates at least thirty (30) days prior to expiration date of such insurance policies showing the above coverage to be in full force and effect.

15. INDEMNIFICATION.

- 15.1. Indemnification of TFT by Grantor. To the extent permitted by the Oregon Constitution, and to the extent permitted by the Oregon Tort Claims Act, Grantor agrees to indemnify and hold harmless TFT, its directors, officers, employees, agents, successors, and assigns from and against any and all claims, demands, penalties, losses, liabilities, expenses, damages, lawsuits or actions arising out of or in any way related to Grantor's negligence or willful misconduct or breach of this Easement, which breach shall include without limitation, any failure of Grantor's representations and warranties identified in Section 8 (Warranties) to be true.
- 15.2. Indemnification of Grantor by TFT. TFT agrees to indemnify and defend Grantor, and Grantor's agents, successors, and assigns, from and against any and all claims, demands, penalties, losses, liabilities, expenses, damages, lawsuits, or actions arising out of or resulting from the willful or negligent acts or omissions of TFT, its employees, contractors, or for anyone for

whose acts it may be liable, for bodily injury, death, or damage to property related to TFT's Riparian Restoration Activities under this Easement.

16. DISPUTE RESOLUTION.

- 16.1. Mediation. In the event that TFT and Grantor are unable to reconcile a dispute arising under this Easement, the Parties may agree to first submit the claim to mediation. Such mediation process shall be subject to ORS 36.100 to 36.238 and will be held in the Portland, Oregon metropolitan area.
- 16.2. Costs. TFT and Grantor are responsible for their own attorney fees related to any mediation under Section 16.1 (Mediation), and will equally share the common costs and fees associated with the alternative dispute resolution process.
- 16.3. Venue. All disputes arising out of the Easement not otherwise settled through mediation will be decided by the Circuit Court of Lane County, Oregon; except, if a claim must be brought in a federal forum then it must be brought and adjudicated solely and exclusively in the United States District Court for the District of Oregon, located in Eugene, Oregon.

17. MISCELLANEOUS.

- 17.1. Controlling Law and Operation. This Easement shall be governed under, and construed pursuant to, the laws of the State of Oregon or, as applicable, under the laws of the United States. Each of the Parties acknowledges that they have been given the opportunity to obtain counsel, or that they have been represented by counsel of their own choice and that they have read this Easement and have had it fully explained to them by such counsel, and that they are fully aware of the contents of this Easement and of its legal effect.
- 17.2. Severability/Survival. If any of the provisions contained in the Easement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired. All provisions concerning the limitation of liability and all provisions concerning indemnification shall survive the termination of the Easement.
- 17.3. Integration. This Easement constitutes the entire agreement between the Parties and supersedes all prior written or oral communications.
- 17.4. Headings. The paragraph headings are for ease of reference only and shall not be used in construing or interpreting this Easement.
- 17.5. Modification. This Easement may be modified only by a written document signed by both TFT and Grantor.
- 17.6. Waiver. No waiver will be binding on a party unless it is in writing and signed by the party making the waiver. A party's waiver of a breach of a provision of this Easement will not be a waiver of any other provision or a waiver of a subsequent breach of the same provision.
- 17.7. Completion of Form W-9. Grantor agrees to complete a form W-9, required for TFT to provide and process payment to Grantor under I.R.S. regulations, and return it to TFT as a condition of and prior to payment under Section 3 (Payment).
- 17.8. Notices. Except where specifically provided otherwise in this Easement whenever any notice, demand or request is required or provided for under this Easement, such notice, demand or request shall be provided in writing to the following addresses or such other addresses as the Parties may indicate in writing, by postage prepaid, certified or registered mail:

To TFT: The Freshwater Trust
 Attn: Legal Department
 700 SW Taylor St., Ste. 200
 Portland, OR 97205

To Grantor: Lane County Public Works
 3040 N. Delta Hwy
 Eugene, OR 97408

18. SIGNATURES.

LANE COUNTY:

By: _____

Name: _____

Its: _____

Date: _____

THE FRESHWATER TRUST:

By: _____

Name: _____

Its: _____

Date: _____

ACKNOWLEDGEMENTS

STATE OF OREGON)
) ss.
County of _____)

This instrument was acknowledged before me on _____, 20____, by
_____ as _____ for Lane
County.

NOTARY PUBLIC FOR OREGON

My Commission Expires:_____

STATE OF OREGON)
) ss.
County of _____)

This instrument was acknowledged before me on _____, 20____, by
_____ as _____ for The Freshwater Trust.

NOTARY PUBLIC FOR OREGON

My Commission Expires:_____

EXHIBIT A – LEGAL DESCRIPTION OF PROPERTY

ALL OF THAT PORTION LYING WEST OF THE COUNTY ROAD RUNNING NORTH AND SOUTH THROUGH THE FOLLOWING DESCRIBED PREMISES, TO-WIT;

THE ABSALOM ALEXANDER DONATION LAND CLAIM NO. 71, NOTIFICATION NO. 605 IN TOWNSHIP 20 SOUTH, RANGE 3 WEST, WILLAMETTE MERIDIAN, LANE COUNTY, OREGON, EXCEPTING THE SOUTH 40 ACRES OF SAID DONATION LAND CLAIM NO. 71.

EXCEPTING FROM THE ABOVE PREMISES THE FOLLOWING DESCRIBED PREMISES: BEGINNING AT A POINT 45 FEET WEST FROM THE SOUTHWEST CORNER OF A TRACT OF LAND DEEDED TO D.G. BUSBY BY FRANK PHILLIPS AND WIFE, AND RUNNING THENCE NORTH 2° WEST 264 FEET, THENCE SOUTH 88° WEST 38 FEET; THENCE SOUTH 27° WEST 154 FEET; THENCE SOUTH 277.5 FEET; THENCE EAST 120 FEET TO THE WEST LINE OF THE COUNTY ROAD; THENCE NORTH ALONG THE COUNTY ROAD TO THE PLACE OF BEGINNING, IN LANE COUNTY, OREGON.

ALSO EXCEPTED FROM THE ABOVE THAT CERTAIN TRACT OF LAND CONVEYED TO E.B. BISHOP AND E.C. HALL CO., A CO-PARTNERSHIP CONSISTING OF ELLERY C. HALL, DONALD W. HALL AND E.C. HALL, AS EVIDENCED BY DEED RECORDED IN BOOK 221, PAGE 478, LANE COUNTY OREGON DEED RECORDS, BEING DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 1990.56 FEET SOUTH AND 1310.1 FEET WEST OF THE ANGLE CORNER OF THE ABSALOM ALEXANDER DONATION LAND CLAIM NO. 71 AND RUNNING THENCE NORTH 0° 05' EAST, ALONG THE WEST BOUNDARY OF THE ABOVE CLAIM, 700 FEET TO A POINT NEAR THE CENTER OF ROW RIVER, THENCE SOUTH 48° 26' EAST 1054.4 FEET FOLLOWING THE CHANNEL OF ROW RIVER TO A POINT NEAR THE CENTER OF SAID CHANNEL, THENCE WEST 794.4 FEET MORE OR LESS TO THE PLACE OF BEGINNING, ALL IN SECTION 26, 27, 34 AND 35, TOWNSHIP 20 SOUTH, RANGE 3 WEST, WILLAMETTE MERIDIAN, IN LANE COUNTY, STATE OF OREGON.

ALSO EXCEPTING FROM THE ABOVE PREMISES THAT CERTAIN TRACT OF LAND CONVEYED TO HARRY W. NORD AND REATHA A. NORD, BY DEED RECORDED DECEMBER 29, 1970, IN REEL 512, RECEPTION NO. 31358, LANE COUNTY OREGON DEED RECORDS, BEING DESCRIBED AS FOLLOWS: BEGINNING AT A POINT NORTH 87° 37' WEST 30.0 FEET FROM THE NORTHWEST CORNER OF THE R. ALEXANDER DONATION LAND CLAIM NO. 70, TOWNSHIP 20 SOUTH, RANGE 3 WEST, WILLAMETTE MERIDIAN, SAID NORTHWEST CORNER OF THE R. ALEXANDER DONATION LAND CLAIM ALSO BEING THE ENDING POINT OF COUNTY ROAD NO. 959; RUNNING THENCE NORTH 2° 23' EAST 241.25 FEET; THENCE ON A 602.96 FEET RADIUS CURVE RIGHT (THE CHORD OF WHICH CURVE BEARS NORTH 3° 31' 25" EAST 24.0 FEET) A DISTANCE OF 24.01 FEET; THENCE NORTH 85° 20' 10" WEST 50.21 FEET; THENCE SOUTH 29° 23' WEST 160.26 FEET; THENCE SOUTH 2° 23' WEST 277.50 FEET; THENCE SOUTH 87° 37' EAST 122.50 FEET; THENCE NORTH 2° 23' EAST 153.0 FEET TO THE PLACE OF BEGINNING IN LANE COUNTY, OREGON.

EXHIBIT B – IDENTIFICATION OF RIPARIAN LAND

Grantor grants to TFT an easement over a portion of its property located on Map No. 20-03-26-00-00300 in Lane County, Oregon, as described in Exhibit A, consisting of approximately 2.5 acres of real property and more particularly described in the following property map boundaries.

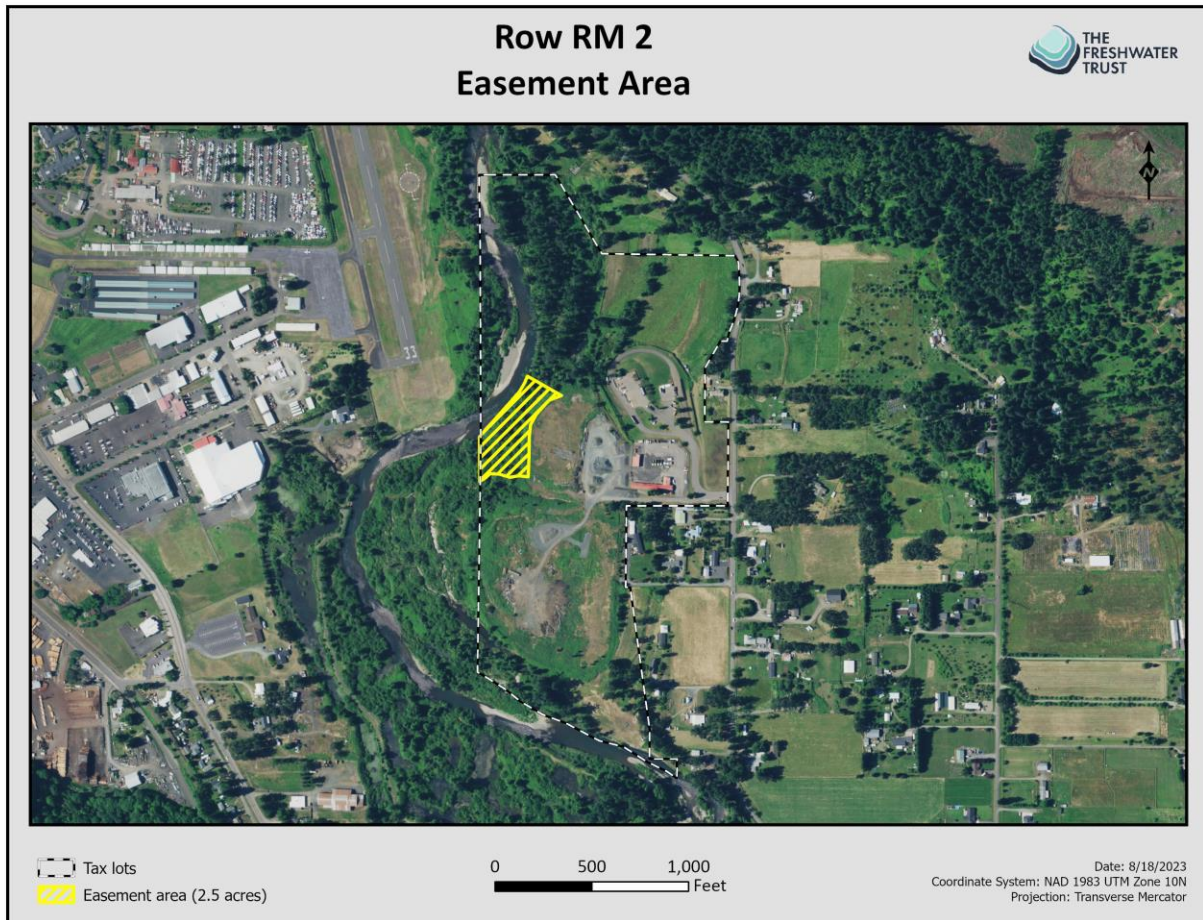


EXHIBIT C – SCOPE OF RIPARIAN RESTORATION ACTIVITIES

- 1. Introduction.** The following provides a basic outline of the actions and activities that may occur on the Riparian Land. The Riparian Restoration Activities include a broad range of stream bank restoration and mitigation actions similar to many forestry, agricultural, and landscaping practices. This Exhibit does not contain, and is not intended to be, an exclusive and exhaustive list of activities that TFT may conduct on the Riparian Land, but a general description of the outline and timeline of work that Grantor may expect on its Riparian Land. As the Riparian Land is unique, each TFT project will be distinctive and tailored to that site. Variations in climate, plant species and site conditions often require modified designs for each project. Accordingly, TFT reserves the right to respond to conditions on the ground with responsible and professional agricultural practices that may or may not be cited below.
- 2. Site Planning.** As project manager, TFT will develop a planting plan for the Riparian Land, vet and hire contractor(s) to perform the work of installing and maintaining the plantings, monitor and document the progress of the plantings, develop maintenance recommendations and guide the project through the credit verification and registration process. To the extent possible, TFT will engage local contractor(s) to prepare, plant and maintain the riparian restoration project, and welcomes Grantor's recommendations for such contractors.
- 3. Scope of Work.** TFT or its contractor(s) may complete all or some of the following work on the Riparian Land:
 - 3.1. Site Preparation and Invasive Plant Removal: Site preparation will include removal or control of invasive plants within the Riparian Land and preparation of the ground for planting. Such work may involve mowing, scalping, brush hogging, hand digging and herbicide treatments. Invasive plant material will be disposed of in accordance with best management practices for those species.
 - 3.2. Plant Procurement: Indigenous-derived plant material will be secured whenever available. Local suppliers will be given preferential consideration for supply. TFT will work with contractor(s) to select appropriate species and relative numbers based on conditions observed at nearby reference sites and professional judgment.
 - 3.3. Plant Location: Planting performed by TFT or its contractor(s) will conform with zone planting guidelines developed by TFT through its planting plan and in accordance with Willamette Partnership planting performance standards as follows:

Table 1. Performance standards for Water Quality Trading riparian vegetation projects (Willamette Partnership, 2016).

METRIC	PERFORMANCE CRITERIA ^a			
	Year 5	Year 10	Year 15	Year 20
EITHER: 1) Live, native woody stems/acre OR 2) Combined live, native shrub and woody vine cover	≥ 1,600 stems/acre	80% of the stem density required at Year 5	70% of the stem density required at Year 5	
% canopy closure or cover	N/A	N/A	≥ 25%	
Live, native trees/acre	None	(Dry ecoregions) ^b ≥ 50 trees/acre (Wet ecoregions) ^c ≥ 100 trees/acre		
Number of native woody species present	≥ 5 species			
% cover of <u>invasive</u> ^d woody species	≤ 10% cover			
% cover of invasive herbaceous species	≤ 20% cover			
% cover of non-native plants	Take and document actions reasonably necessary to evaluate the risk posed to project site by non-native species where they are problematic (e.g., reed canarygrass [<i>Phalaris arundinacea</i>], English holly [<i>Ilex aquifolium</i>]), taking the steps necessary to control those non-native species such that their presence does not prevent the successful establishment and propagation of native ecosystem characteristics and functions. This includes monitoring and reporting % cover of such species.			

3.4. Plant Protection: To minimize plant losses due to herbivory or damage from routine maintenance tasks (e.g., mowing), tree cages or protection tubes may be utilized as needed.

3.5. Irrigation: Supplementary irrigation may be required for establishment of plantings. Accordingly, TFT and its contractor(s) may install an irrigation system to meet establishment needs on the Riparian Land for the use of TFT and its contractors. Grantor's preferences regarding design and location will be taken into account in the implementation of the system. Irrigation will be provided for the purpose of plant establishment only and once plantings are established (expected within 5 years) the irrigation system will be removed by TFT or its contractor(s).

4. Project Site Maintenance. TFT and its contractor(s) will maintain plantings made during the term of this Lease. Maintenance may include irrigation, control of invasive plants, pruning and replacement of failed plantings. Maintenance activities are likely to occur more frequently in the first 2 to 3 years during plant establishment and less frequently in years 5 through 20.

4.1. Maintenance. Maintenance of the Riparian Land and associated plantings will be the sole responsibility of TFT and its contractor(s). Grantor will not have any responsibility for maintenance of the plants on the Riparian Land. Maintenance may include running and

maintaining irrigation system, applying herbicide to invasive vegetation, manually removing invasive vegetation, mowing, mulching, adding or modifying plant protections, and replacing plants as needed.

- 4.2. Maintenance Schedule. TFT will create a stewardship and monitoring plan for the project site that it will revise, as needed, throughout the duration of the project. This plan will be provided to Grantor upon request. This plan will detail the stewardship strategy and the anticipated maintenance activities to be conducted on the Riparian Land. Scheduled maintenance tasks will generally occur on the timeline outlined below. Additional maintenance may take place as needed and dictated by routine monitoring reports.

4.2.1. *Year 1*: Invasive weed treatment, site clearing and plantings. New plants will be irrigated as needed.

4.2.2. *Years 1 – 5*: Invasive plants will be managed by mowing the project site as required. Subsequent herbicide applications may be required.

4.2.3. *Years 5 – 20*: Maintenance will be reduced after sites have achieved free-to-grow conditions. However, if a site sustains damage, corrective actions will be completed as directed by the terms of the Contract and this Exhibit C.

4.2.4. *In-fill planting*: The planting plan will be used as a guide for in-fill planting to replace failed plants, as well as an assessment on the success/failure of the on-site plants. In-fill planting will target representative stem densities needed to achieve planting performance standards.

4.2.5. Any materials used to minimize maintenance or herbivory (e.g. tree tubes or similar technology) may be removed.

- 4.3. Additional Visits. Additional visits to the project site for any other purpose beyond Riparian Restoration Activities or site verification (e.g., third party visits) will be arranged with Grantor in advance at Grantor's discretion.

5. **Remediation**. If the site is not performing to TFT's standards at years 5, 10, 15, and 20 of the Lease, excluding circumstances in which the loss or damage is due to a Force Majeure event, action will be taken to address causes of sub-standard performance.

6. **Performance Schedule.**

6.1. All site preparation work is targeted for completion by winter 2025.

6.2. Initial planting to be installed by the target date of winter 2025, though in-fill plantings may be installed until winter 2027.

6.3. If used, all plant stakes, cages, and mulch to be installed by winter 2027, though browse protection may be adjusted at any time as needed.

6.4. First year maintenance will begin once initial planting has been completed and will generally involve visits to the project site by maintenance contractor through the first growing season

(spring to fall 2025). Several visits will also be needed by TFT staff to verify planting specs, document the work, set up monitoring points and conduct required monitoring.

- 6.5. In fill and replacement plantings may be installed in year 2 and 3 as needed to meet the planting standards outlined in section 3. In fill and replacement plantings may be installed during plant dormancy period (generally October through May).

EXHIBIT D – IRRIGATION SYSTEM TERMS

1. Source of Water.

- 1.1. TFT and its contractors may irrigate the Riparian Land with water obtained by TFT for the project. Cost and fees for any necessary transfers or limited water use licenses will be paid by TFT.

2. Application of Water to Riparian Land.

- 2.1. TFT will provide Grantor with prior notice in writing of the identity of the individual water applicator(s), if different from the general contractor(s) working on the Riparian Land. TFT or its applicator(s) will also provide Grantor with twenty-four (24) hours' notice by telephone or email prior to entry in order to irrigate the Riparian Land.
- 2.2. Irrigation water may be applied in intervals as required to maintain soil moisture levels sufficient to support and maintain plant health. Because the success of Riparian Restoration Activities can be highly dependent upon the timely application of water, Riparian Restoration Activities on Riparian Land shall be monitored for irrigation demand during the period of April to September of years 1 through 3 of the Lease and on an as-needed basis outside of that time frame.

Howard Buford Recreation Area: Riparian Reforestation Project Proposal

Olivia Duren
Olivia@thefreshwatertrust.org
Restoration Program Manager
The Freshwater Trust



Shade program goals

- Plant and steward native riparian (streamside) trees and shrubs
- Improve water quality and wildlife habitat

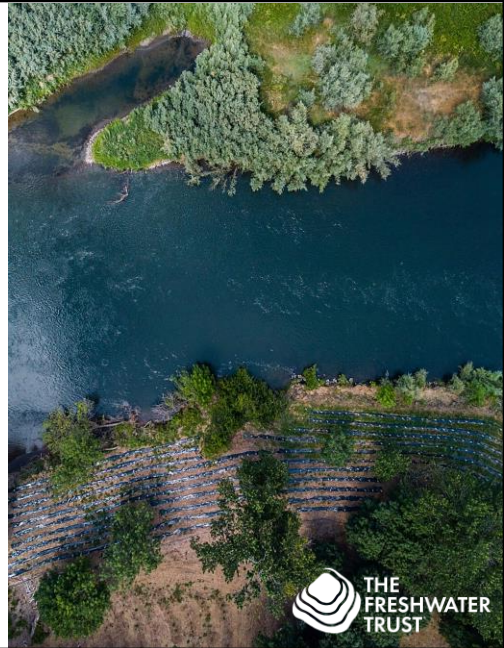
McKenzie River at the McKenzie RM 32 project near Walterville, OR



- The Freshwater Trust (TFT) is an Oregon-based non-profit organization with a mission to preserve and restore freshwater ecosystems
- TFT is working with watershed councils and other local partners on a riparian (streamside) reforestation program to plant and steward native trees and shrubs in the upper Willamette River watershed. The goal of this program is to improve water quality and wildlife habitat.
- We have funding to plant and maintain projects in the McKenzie, Coast Fork Willamette and Middle Fork Willamette sub-basins

Suitable project sites

- Shade program funding is from the Metropolitan Wastewater Management Commission (MWMC) to use “shade credits” for its water quality compliance
- Good sites are suitable for growing tall trees on streambanks that will shade the river

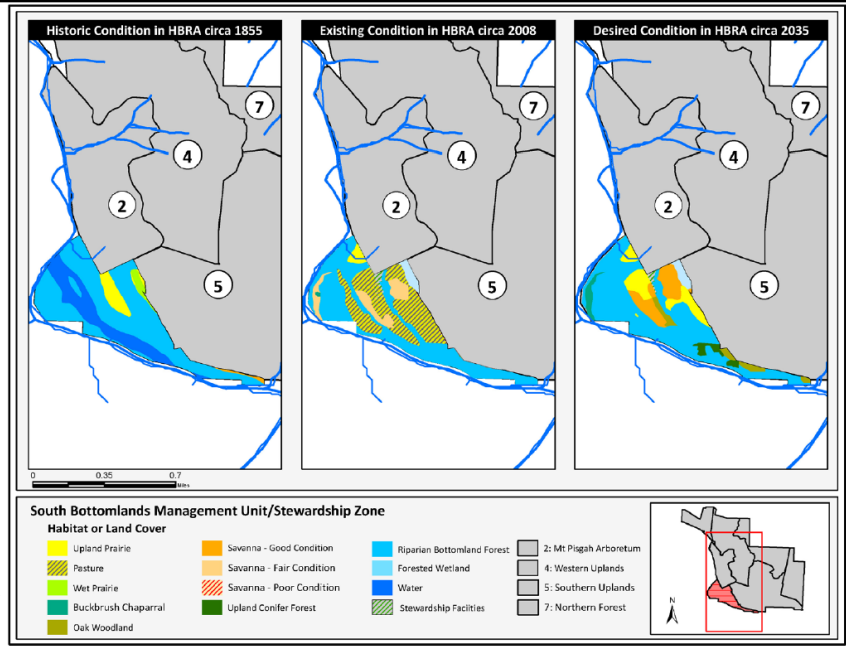


- Funding is from the Metropolitan Wastewater Management Commission (MWMC) – the wastewater utility for Eugene, Springfield, and Lane County: growing new tree canopy shades streams and produces “shade credits” the MWMC can use towards its water quality compliance. Specifically, the solar energy blocked by new tree canopy is quantified as kilocalories and applied as an offset to the MWMC’s thermal exceedance. The shade program is part of the MWMC’s NDPES permit (11/1/2022).
- Suitable project sites are appropriate for growing tall trees on banks with a southern aspect where trees will cast shade over the water.
- Streambanks that currently have few to no tall trees are best

Proposed project

- Recovers acres lost in riparian bottomland forest
- Supports Habitat Management Plan goals

Proposed project area: South Bottomlands (from HBRA Habitat Management Plan, 6/22/2018)



- The proposed project area is along the Coast Fork Willamette River in the South Bottomlands Stewardship Zone of the Howard Buford Recreation Area
- The acreage in riparian bottomland forest has been lost over time in this area, according to the Howard Buford Recreation Area Habitat Management Plan
- The proposed riparian reforestation project is consistent with several goals of the Habitat Management Plan:
 - Goal 11, reducing habitat-modifying non-native plant species
 - Goal 13, improving ecological health of creeks and streams
 - Goal 14, improving ecological health of riparian floodplains

Proposed project

- Plant and maintain 3.1 acres of native riparian forest

Proposed project area in the South Bottomlands



- We would like to lease a portion of two tax lots for the purposes of planting and maintaining native riparian forest
- The draft lease area is 3.6 acres and the draft planting area is 3.1 acres
- The proposed planting area is about 80 ft wide from the waterway and excludes the trail visible on imagery



Project actions

- Weed control, planting, and ongoing maintenance
- Funds pay for all implementation and stewardship for 20 yrs
- No cost share or work share

Native Douglas spirea is often very successful at riparian restoration projects



- We provide all funding and labor to:
 - Remove invasive vegetation
 - Plant a diverse mix of native trees and shrubs
 - Provide long-term stewardship
 - Funds pay for all implementation and stewardship for 20 yr; there is no cost share or work share

Project performance & stewardship



- Plantings must meet performance standards for a healthy forest
- Regular monitoring measures performance and identifies stewardship needs
- Commitment to consistent, ongoing stewardship for 20 years



- We have performance standards that we must meet to demonstrate the project is growing a healthy riparian forest – must meet standards for minimum canopy cover, native species diversity and cover, and keep weed cover below thresholds
- We complete regular monitoring to measure performance and identify stewardship needs
- This means we are committed to consistent, ongoing stewardship for 20 years after each project is planted – weed control, browse protection, etc.

Stewardship approach

- Integrated Pest Management (IPM) used to select the most effective method with lowest impact
- Limit herbicides to those found to not jeopardize salmon/sensitive aquatic species
- Minimize disturbance during bird nesting season



Mill Race RM 2 project (Springfield, OR)

1 year after planting (2014)



10 years after planting (2022)



- To successfully establish a project, restoration activity is most intensive in the first year and gradually tapers off over two to three years
- Stewardship at our projects uses an integrated pest management (IPM) approach – we select among mechanical, chemical, and cultural weed control methods that are the most effective with the lowest impact
- We follow standards that limit the herbicides used to those found to not jeopardize salmon and other sensitive aquatic wildlife
- We minimize disturbance during bird nesting season

Protection agreement

- Planting area protected by 21-yr agreement
- Lease boundaries by mutual agreement – landowners retain areas for river access, etc.
- Does not restrict access as long as plants can establish and grow
- \$350 per acre, per year lease payment

A happy 10-yr old white alder with its proud project manager at the Mill Race RM 2 project



- The planting area is protected by a long-term lease or other agreement to avoid damage to plantings and incompatible uses (e.g. construction, dumping, tree removal). The lease runs from initial weed control through 20 years of stewardship after planting.
- Lease boundaries are determined by mutual agreement. Landowners can remove any areas from proposed planting area such as river access points, etc.
- TFT and local implementation partners take on maintenance within the planting area. The lease does not restrict access as long as plants are allowed to establish and grow.
- We pay a \$350 per acre, per year lease payment

Additional benefits

- Project is synergistic with other conservation and restoration with the Buford Recreation Area
- Forests reduce erosion, absorb excess nutrients, sequester carbon, suppress weeds
- Public benefit of experiential learning
- No cost to the County; TFT and local implementation partners take on responsibility of management



- As an environmental nonprofit, the Buford Recreation Area is especially appealing to us because:
 - Riparian restoration complements other conservation and restoration efforts on site for synergistic benefits
 - Forests shade the river but also reduce erosion and stabilize banks, absorb excess nutrients and pollution before they reach the stream, sequester carbon, and suppress weeds
 - The park is a public property with conservation, recreation, and educational goals – project can benefit the community
 - Designed to accommodate hiking trails
 - Supports Habitat Management Plan vision of enhanced visitor experience and experiential learning
 - For projects on other public sites we have installed signage for visitors to learn about the restoration project
 - No cost to the County – we pay you ~\$26,000 over the life of the project as well as taking on the costs of vegetation management in the project area

Next steps



- Ideal timeline: weed control this summer and planting this winter
- Site visit to refine project area and discuss agreement details
- References from other landowners available



- An ideal timeline would be to start initial weed control this summer to prepare the site for planting in late winter 2024
- If a shade project sounds like it would fit with goals for the property, a next step would be a site visit to refine the project area boundary and discuss what an agreement could look like (draft lease agreement has been provided)
- We are happy to provide references from the many public and private landowners who have hosted shade projects
- Please get in touch with any questions or comments!

Howard Buford Recreation Area: Riparian Reforestation Project Proposal

Olivia Duren
Olivia@thefreshwatertrust.org
Restoration Program Manager
The Freshwater Trust



TFT's Stewardship Investment

Calendar Year	Project Year	Implementation (Site Prep & Planting)	Maintenance	Monitoring	Landowner Lease Payments	TFT Project Management	TOTAL
2023	0	\$ 49,468	\$ -	\$ -	\$ 630	\$ 6,850	\$ 56,949
2024	1	\$ -	\$ 11,028	\$ 6,700	\$ 1,260	\$ 2,369	\$ 21,357
2025	2	\$ -	\$ 11,194	\$ 1,583	\$ 1,260	\$ 1,473	\$ 15,510
2026	3	\$ -	\$ 10,341	\$ 5,747	\$ 1,260	\$ 2,223	\$ 19,570
2027	4	\$ -	\$ 10,496	\$ 1,631	\$ 1,260	\$ 1,414	\$ 14,801
2028	5	\$ -	\$ 10,653	\$ 5,920	\$ 1,260	\$ 2,169	\$ 20,003
2029	6	\$ -	\$ 4,873	\$ 1,680	\$ 1,260	\$ 863	\$ 8,675
2030	7	\$ -	\$ 6,029	\$ 1,163	\$ 1,260	\$ 871	\$ 9,324
2031	8	\$ -	\$ 5,020	\$ 1,731	\$ 1,260	\$ 889	\$ 8,900
2032	9	\$ -	\$ 6,212	\$ 1,198	\$ 1,260	\$ 898	\$ 9,568
2033	10	\$ -	\$ 3,448	\$ 6,378	\$ 1,260	\$ 1,432	\$ 12,517
2034	11	\$ -	\$ 3,499	\$ 1,235	\$ 1,260	\$ 635	\$ 6,629
2035	12	\$ -	\$ 3,552	\$ 1,837	\$ 1,260	\$ 766	\$ 7,415
2036	13	\$ -	\$ 3,605	\$ 1,272	\$ 1,260	\$ 654	\$ 6,791
2037	14	\$ -	\$ 4,862	\$ 1,291	\$ 1,260	\$ 784	\$ 8,197
2038	15	\$ -	\$ 3,714	\$ 6,871	\$ 1,260	\$ 1,542	\$ 13,387
2039	16	\$ -	\$ 3,770	\$ 1,330	\$ 1,260	\$ 684	\$ 7,044
2040	17	\$ -	\$ 3,826	\$ 1,979	\$ 1,260	\$ 825	\$ 7,891
2041	18	\$ -	\$ 3,884	\$ 1,370	\$ 1,260	\$ 705	\$ 7,219
2042	19	\$ -	\$ 5,238	\$ 1,391	\$ 1,260	\$ 845	\$ 8,733
2043	20	\$ -	\$ 4,001	\$ 7,402	\$ 1,260	\$ 1,823	\$ 14,486
TOTAL		\$ 49,468	\$ 119,245	\$ 59,707	\$ 25,830	\$ 30,714	\$ 284,964

- TFT's estimated budget for project implementation and stewardship are provided



TFT's investment in project implementation and long-term stewardship are demonstrated in this estimated project budget. (This does not represent 100% of our costs as TFT's labor costs for project documentation, modeling, third-party verification, and other costs are omitted here.)

Contractor Insurance Requirements

12. INSURANCE.

12.1. Coverage. Contractor, at its expense, shall, except as expressly set forth below, obtain the following insurance coverage and limits as described below and maintain it for the duration of this Agreement. All insurance carried by Contractor must be primary to and non-contributory with any insurance carried by TFT, the MWMC or self-insurance of the MWMC. Evidence of insurance coverage must be provided to TFT upon entering into this Agreement.

12.1.1. Workers' Compensation Insurance. No Workers' Compensation Insurance has been or will be obtained by TFT or the MWMC for Contractor or Contractor's employees. Contractor shall provide coverage for its employees, officers agents or partners including employers' liability with limits not less than \$500,000 and provide TFT with evidence of such coverage or verification of their election not to be covered pursuant to ORS 656.027(7) (Sole Proprietors Exception). In the event Contractor elects to not be covered under ORS 656.027(7), Contractor assumes full responsibility for any liability and exposure under law relating to Workers' Compensation because of any performance of services under this Agreement and will indemnify, defend and hold TFT and the MWMC, the Cities of Springfield and Eugene, Lane County and all their directors, officers, principals, agents, employees and affiliates harmless from any liability associated with industrial accidents that occur.

12.1.2. Commercial and General Liability Insurance. Contractor shall at all times carry a Commercial General Liability Insurance policy for at least \$2,000,000 combined single limit per occurrence and at least \$3,000,000 in the aggregate, for Bodily Injury, Property Damage, and Personal Injury. Contractor shall include as additional insureds under the above commercial general liability policy or policies TFT, the MWMC, City of Springfield, City of Eugene, Lane County, and all of their directors, officers, principals, agents, and employees by Endorsements CG2010 0704 and CG2037 0704 or the equivalent to the above policy or policies. The additional insured status must be continued for at least 12 consecutive calendar months after the Services are completed and accepted. Such insurance shall include "cross-liability" coverage as provided under standard ISO Forms "Separation of Insured" clause.

12.1.3. Automobile Liability Insurance. Contractor shall at all times carry Automobile Liability Insurance in the amount of \$1,000,000 combined single limit per accident for bodily injury and property damage covering the ownership, maintenance or use of any motor vehicle.

12.1.4. Pollution Liability Insurance. If Contractor will be applying herbicide, pesticide or any hazardous materials it shall carry a Pollution Liability type insurance policy with limits of not less than \$1,000,000 each occurrence (or each claim if coverage is afforded on a claims made basis) and \$1,000,000 in the annual aggregate. If this policy is a "claims made" type policy, the policy type and company shall be approved by the MWMC prior to commencement of the Services.

12.1.5. Maximum Deductible/Self-Retention. Any deductible or self-retention must be disclosed on the certificate of insurance and no deductible or retention may exceed \$25,000 without the prior written consent of the MWMC.

12.1.6. Additional Insureds. TFT, the MWMC, the Cities of Springfield and Eugene and Lane County, their agents, employees and officials all while acting within their official capacity as such, must be named as additional insureds on all insurance, other than Workers' Compensation, required under this Agreement. Such coverage shall be provided in a form acceptable to TFT and the MWMC.



This is an excerpt from our agreement with restoration services contractors. TFT meets or exceeds these insurance requirements and these limits are required of contractors of every tier.

Lane County Road Maintenance Shop & Transfer Station: Riparian Reforestation Project Proposal

Olivia Duren
Olivia@thefreshwatertrust.org
Restoration Program Manager
The Freshwater Trust



Shade program goals

- Plant and steward native riparian (streamside) trees and shrubs
- Improve water quality and wildlife habitat

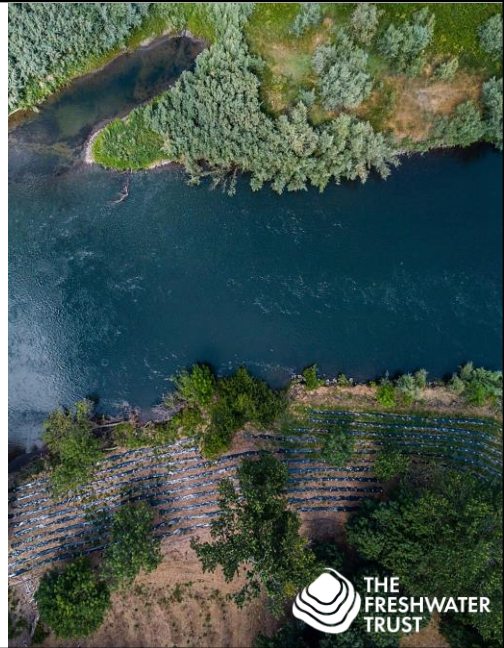
McKenzie River at the McKenzie RM 32 project near Walterville, OR



- The Freshwater Trust (TFT) is an Oregon-based non-profit organization with a mission to preserve and restore freshwater ecosystems
- TFT is working with watershed councils and other local partners on a riparian (streamside) reforestation program to plant and steward native trees and shrubs in the upper Willamette River watershed. The goal of this program is to improve water quality and wildlife habitat.
- We have funding to plant and maintain projects in the McKenzie, Coast Fork Willamette and Middle Fork Willamette sub-basins

Suitable project sites

- Shade program funding is from the Metropolitan Wastewater Management Commission (MWMC) to use “shade credits” for its water quality compliance
- Good sites are suitable for growing tall trees on streambanks that will shade the river



- Funding is from the Metropolitan Wastewater Management Commission (MWMC) – the wastewater utility for Eugene, Springfield, and Lane County: growing new tree canopy shades streams and produces “shade credits” the MWMC can use towards its water quality compliance. Specifically, the solar energy blocked by new tree canopy is quantified as kilocalories and applied as an offset to the MWMC’s thermal exceedance. The shade program is part of the MWMC’s NDPES permit (11/1/2022).
- Suitable project sites are appropriate for growing tall trees on banks with a southern aspect where trees will cast shade over the water
- Streambanks that currently have few to no tall trees are best

Proposed project

- Plant and maintain 5.1 acres of native riparian forest (2.5 acres on County land)

Proposed project area on the Row River. Plantings on County land as well as adjacent privately owned land and City of Cottage Grove land would be part of the project.



- We would like to place an easement on a portion of the County's tax lot for the purposes of planting and maintaining native riparian forest
- Separately, we are working with the adjacent (upstream) landowner and with the City of Cottage Grove to lease a portion of their tax lots and extend the planting on the bank upstream. Planting and stewardship would happen on all parcels at the same time.
- We propose to conduct long-term weed management on the full 5.1 acres and concentrate tree and shrub plantings near the riverbank (planted buffer approx. 80 ft wide on average). We'd like to start weed control in 2024 and plant in late winter 2025.
- This area is of high conservation value because it is opposite the Row River Nature Park and complements the restoration done there, including a new shade project in progress as well as previous Northwest Pond Turtle habitat enhancement



Project actions

- Weed control, planting, and ongoing maintenance
- Funds pay for all implementation and stewardship for 20 yrs after planting
- No cost share or work share

Native Douglas spirea is often very successful at riparian restoration projects



- We provide all funding and labor to:
 - Remove invasive vegetation
 - Plant a diverse mix of native trees and shrubs
 - Provide long-term stewardship
 - Funds pay for all implementation and stewardship for 20 yr after planting; there is no cost share or work share

Project performance & stewardship



- Plantings must meet performance standards for a healthy forest
- Regular monitoring measures performance and identifies stewardship needs
- Commitment to consistent, ongoing stewardship for 20 years



- We have performance standards that we must meet to demonstrate the project is growing a healthy riparian forest – must meet standards for minimum canopy cover, native species diversity and cover, and keep weed cover below thresholds
- We complete regular monitoring to measure performance and identify stewardship needs
- This means we are committed to consistent, ongoing stewardship for 20 years after each project is planted – weed control, browse protection, etc.

Stewardship approach

- Integrated Pest Management (IPM) used to select the most effective method with lowest impact
- Limit herbicides to those found to not jeopardize salmon/sensitive aquatic species
- Minimize disturbance during bird nesting season



Mill Race RM 2 project (Springfield, OR)

1 year after planting (2014)



10 years after planting (2022)



- To successfully establish a project, restoration activity is most intensive in the first year and gradually tapers off over two to three years
- Stewardship at our projects uses an integrated pest management (IPM) approach – we select among mechanical, chemical, and cultural weed control methods that are the most effective with the lowest impact
- We follow standards that limit the herbicides used to those found to not jeopardize salmon and other sensitive aquatic wildlife
- We minimize disturbance during bird nesting season

Protection agreement

- Planting area protected by 22-yr agreement
- Easement boundaries by mutual agreement – landowners retain areas for river access, etc.
- Does not restrict access as long as plants can establish and grow
- \$350 per acre, per year payment

A happy 10-yr old white alder with its proud project manager at the Mill Race RM 2 project



- The planting area is protected by a long-term easement or other agreement to avoid damage to plantings and incompatible uses (e.g. construction, dumping, tree removal). The easement runs from initial weed control through 20 years of stewardship after planting.
- Easement boundaries are determined by mutual agreement. Landowners can remove any areas from proposed planting area such as river access points, etc.
- TFT and local implementation partners take on maintenance within the planting area. The easement does not restrict access as long as plants are allowed to establish and grow.
- We pay a \$350 per acre, per year payment

Additional benefits

- Project is synergistic with other conservation and restoration in the nearby Row River Nature Park
- Forests reduce erosion, absorb excess nutrients, sequester carbon, suppress weeds
- No cost to the County; TFT and local implementation partners take on responsibility of management



- As an environmental nonprofit, a project at this location is especially appealing to us because:
 - Riparian restoration complements other conservation and restoration efforts at the nearby Row River Nature Park for synergistic benefits
 - Forests shade the river but also reduce erosion and stabilize banks, absorb excess nutrients and pollution before they reach the stream, sequester carbon, and suppress weeds
 - No cost to the County – we pay you ~\$18,000 over the life of the project as well as take on the costs of vegetation management in the project area

Next steps



- Ideal timeline: weed control in 2024 and planting late winter 2025
- Draft easement agreement provided
- References from other landowners available



- An ideal timeline would be to start initial weed control in 2024 to prepare the site for planting in late winter 2025
- A draft easement agreement has been provided
- We are happy to provide references from the many public and private landowners who have hosted shade projects
- Please get in touch with any questions or comments!

Lane County Road Maintenance Shop & Transfer Station: Riparian Reforestation Project Proposal

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TFT's Stewardship Investment

Calendar Year	Project Year	Implementation (Site Prep & Planting)	Maintenance	Monitoring	Easement Payments (County portion)	Project Management	TOTAL
2023	0	\$ -	\$ -	\$ -	\$ 292	\$ -	\$ 292
2024	0	\$ 65,148	\$ -	\$ -	\$ 875	\$ 9,175	\$ 75,198
2025	1	\$ -	\$ 17,279	\$ 4,998	\$ 875	\$ 2,877	\$ 26,029
2026	2	\$ -	\$ 17,539	\$ 1,265	\$ 875	\$ 2,130	\$ 21,809
2027	3	\$ -	\$ 16,202	\$ 4,322	\$ 875	\$ 2,721	\$ 24,119
2028	4	\$ -	\$ 16,445	\$ 1,303	\$ 875	\$ 2,032	\$ 20,655
2029	5	\$ -	\$ 16,692	\$ 4,452	\$ 875	\$ 2,683	\$ 24,701
2030	6	\$ -	\$ 7,634	\$ 1,342	\$ 875	\$ 1,163	\$ 11,015
2031	7	\$ -	\$ 9,447	\$ 975	\$ 875	\$ 1,252	\$ 12,549
2032	8	\$ -	\$ 7,865	\$ 1,383	\$ 875	\$ 1,198	\$ 11,321
2033	9	\$ -	\$ 9,733	\$ 1,004	\$ 875	\$ 1,290	\$ 12,902
2034	10	\$ -	\$ 5,402	\$ 4,796	\$ 875	\$ 1,530	\$ 12,603
2035	11	\$ -	\$ 5,483	\$ 1,034	\$ 875	\$ 875	\$ 8,267
2036	12	\$ -	\$ 5,565	\$ 1,468	\$ 875	\$ 993	\$ 8,901
2037	13	\$ -	\$ 5,649	\$ 1,066	\$ 875	\$ 901	\$ 8,491
2038	14	\$ -	\$ 7,618	\$ 1,082	\$ 875	\$ 1,103	\$ 10,678
2039	15	\$ -	\$ 5,819	\$ 5,167	\$ 875	\$ 1,648	\$ 13,510
2040	16	\$ -	\$ 5,907	\$ 1,114	\$ 875	\$ 943	\$ 8,839
2041	17	\$ -	\$ 5,995	\$ 1,581	\$ 875	\$ 1,070	\$ 9,522
2042	18	\$ -	\$ 6,085	\$ 1,148	\$ 875	\$ 971	\$ 9,079
2043	19	\$ -	\$ 8,207	\$ 1,165	\$ 875	\$ 1,189	\$ 11,436
2044	20	\$ -	\$ 6,269	\$ 5,566	\$ 875	\$ 1,937	\$ 14,648
Totals		\$ 65,148	\$ 186,836	\$ 46,231	\$ 18,667	\$ 39,682	\$ 356,563

- TFT's estimated budget for project implementation and stewardship are provided



TFT's investment in project implementation and long-term stewardship are demonstrated in this estimated project budget. (This does not represent 100% of our costs as TFT's labor costs for project documentation, modeling, third-party verification, and other costs are omitted here.)

Easement payments would begin when an agreement is signed even though planting would not occur until 2024/2025.

Contractor Insurance Requirements

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