

MITIGATION BANK

INSTRUMENT

FOR

SOUTH SANTIAM MITIGATION

BANK

Bank Sponsor:

**Oregon Wetlands LLC
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**March 4, 2020
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**MITIGATION BANK INSTRUMENT
FOR
SOUTH SANTIAM MITIGATION BANK**

This Mitigation Bank Instrument (MBI), which describes the establishment, use, operation, maintenance and long-term management of the South Santiam Mitigation Bank (herein after, Bank) is made and entered into by and among Oregon Wetlands LLC (Sponsor), the U.S. Army Corps of Engineers, Portland District (Corps, USACE), and the Oregon Department of State Lands (DSL).

This MBI, including the following exhibits, constitutes the entire MBI:

- “Exhibit A”, Property Legal Description and Map
- “Exhibit B”, Property Assessment and Warranty and Title Report
- “Exhibit C”, Mitigation Plan
- “Exhibit D”, Anticipated Credits and Credit Release Schedule
- “Exhibit E”, Service Area Map and Description
- “Exhibit F”, Property Protection Instrument
- “Exhibit G”, Sample Credit Receipt
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I. PREAMBLE:

Whereas,

A. Purpose: The purpose of this MBI is to set forth the agreement of the Parties regarding the establishment, use, operation, and long-term management of the Bank. The Bank will provide compensatory mitigation for unavoidable impacts to waters of the United States and/or waters of the State that result from activities authorized under Section 404 of the Clean Water Act (33 U.S.C. § 1344), Section 10 of the Rivers and Harbors Act (33 U.S.C. § 403) (Corps' Regulatory Program), Oregon's Removal-Fill Law (Oregon Revised Statutes (ORS) 196.600-196.990 and Oregon Administrative Rules (OAR) 141-085) or to resolve enforcement cases resulting from activities subject to these laws and regulations. Credits may also be used to compensate for impacts to waters of the United States for Corps Civil Works projects.

B. Goals and Objectives: The primary goals of the Bank are to create (establish) 2.7 acres, enhance (re-habilitate) 92.01 acres and restore (re-establish) 2.38 acres of wetland classified as Slope, Flat, and Depressional HGM class and Palustrine emergent, scrub/shrub and forested Cowardin class wetland, and provide 3.00 acres of upland buffer as further described in **Exhibit C**.

C. Bank Legal Description and Location: The Bank is located in Linn County, Township 11 South, Range 01 West, Sections 31 and 32, Linn County Tax Lot 11S01W32 00401, Longitude 44.570105°W and Latitude -122.845092°N. The bank is located east of 38841 Mount Hope Drive, near the City of Lebanon, Oregon. The total area of the Bank is 100.10 acres and is further described in **Exhibit A**, the map and legal description of the bank. Said parcels are hereinafter referred to as the "Property."

D. Property Ownership: The Sponsor has provided proof of ownership of the Property. A preliminary title report is included in **Exhibit B**, Preliminary Title Report and Property Assessment and Warranty. Any and all encumbrances (such as liens or easements) on the bank property must be disclosed by the Sponsor to the Corps and DSL in **Exhibit B**. Any encumbrances that conflict with the mitigation purposes of the bank shall be subordinated before the first credit release.

E. Establishment and Use of Credits: Upon achieving the performance standards described in **Exhibit C**, Mitigation Plan, and in accordance with the mitigation credit ratios and schedule described in **Exhibit D**, Anticipated Credits and Credit Release Schedule, the Corps and DSL (collectively, "Co-chair Agencies") will release credits to be used as mitigation in accordance with all applicable requirements of the Corps' Regulatory Program and Oregon's Removal-Fill Law.

F. Interagency Review Team: The Corps and DSL serve as co-chairs of the Interagency Review Team (IRT). The following agencies have agreed to serve on the IRT and advise the Co-chair Agencies in the establishment, use, operation, maintenance, and any adaptive management or remedial actions concerning the mitigation bank:

Environmental Protection Agency; and
National Marine Fisheries Service; and

U.S. Fish and Wildlife Service; and
Oregon Department of Environmental Quality; and
Oregon Department of Fish and Wildlife; and
The Confederated Tribes of Grand Ronde.

G. Disclaimer: This MBI does not in any manner affect the statutory or regulatory authorities, or responsibilities of the signatory parties.

NOW, THEREFORE, the parties hereto agree as to the following:

II. AUTHORITIES

The following laws, regulations, policies, Executive Orders, and agreements apply to the establishment, use, operation and maintenance of the Bank:

A. Federal:

1. Clean Water Act (33 U.S.C. §§ 1251–1387);
2. Rivers and Harbors Act (33 U.S.C. § 403);
3. Fish and Wildlife Coordination Act (16 U.S.C. §§ 661 et seq.);
4. Endangered Species Act (16 U.S.C. §§ 1531–1544);
5. Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. §§ 1801–1883)
6. National Historic Preservation Act, as amended (16 U.S.C. § 470);
7. National Environmental Policy Act of 1969, 42 U.S.C. §§ 4321–4347 ("NEPA");
8. Coastal Zone Management Act (16 U.S.C. §§ 1451 et seq.);
9. Executive Order 11988 (Protection of Floodplains);
10. Executive Order 11990 (Protection of Wetlands);
11. Executive Order 13112 (Invasive Species);
12. Executive Order 13175, Consultation with Indian Tribes;
13. Regulatory Programs of the Corps of Engineers (33 C.F.R. Parts 320–332);
14. Guidelines for Specification of Disposal Sites for Dredged and Fill Material (40 C.F.R. Part 230);
15. Council on Environmental Quality Procedures for Implementing the National Environmental Policy Act (40 C.F.R. Parts 1500–1508);
16. Regulatory Guidance Letter 08-03 - Minimum Monitoring Requirements for Compensatory Mitigation Projects Involving the Restoration, Establishment, and/or Enhancement of Aquatic Resources. National Environmental Policy Act; and
17. Memorandum of Agreement between the Environmental Protection Agency and the Department of the Army concerning the Determination of Mitigation under Clean Water Act, Section 404 (b)(1) Guidelines (February 6, 1990).

B. State of Oregon:

1. Oregon Revised Statutes 196.600-196.990 and
2. Oregon Administrative Rules 141-85.

III. ESTABLISHMENT OF THE BANK

A. Scope of Work: The Sponsor agrees to perform all necessary work, in accordance with the provisions of this MBI, to establish and maintain wetlands and associated upland buffers, as described in the **Exhibit C**, Mitigation Plan, until it is demonstrated to the satisfaction of the co-chair agencies, considering the advice of the IRT, that the project complies with all provisions contained herein.

B. Permits: The Sponsor will obtain all appropriate permits or other authorizations needed to construct and maintain the Bank. This MBI does not fulfill or substitute for such authorization(s).

C. Approval: This MBI is effective upon the latter date of signature by the Sponsor and co-chair agencies.

D. Financial Assurance: A financial assurance (security) instrument will be provided by the Sponsor to the Co-chair Agencies for their approval. The financial assurance instrument is intended to ensure a high level of confidence that the compensatory mitigation project will be successfully completed, in accordance with the terms and conditions of the MBI, including applicable performance standards. A financial assurance may not be required for a Bank Sponsored by a government agency. A description of the financial assurance instrument and the schedule of amounts held and released are provided in **Exhibit J**, Financial Assurances. Depending on which of the Co-Chair Agencies is the beneficiary of the financial assurance instrument, DSL or the Corps, as appropriate, may, in coordination with the other Co-chair agency, make a claim on all or part of a financial assurance instrument for a Sponsor's failure to meet any term or condition under the MBI including, but not limited to, the Bank failing to meet performance standards or the Sponsor failing to provide monitoring reports.

If the Corps determines that a claim on a financial assurance instrument is necessary due to the Sponsor's failure to meet performance standards or comply with the terms of the MBI, and DSL is the beneficiary of the financial assurance instrument, the Corps will submit a request to DSL to make a claim. If DSL denies the Corps' request, the Corps may take any other appropriate action it deems necessary including, but not limited to, suspending credit sales, requiring adaptive management, including a remedial action plan, decreasing available credits, or withdrawing from the MBI (see Termination of or Withdrawal from MBI and Transfer of Credits, Section VII.C.).

E. Real Estate Provisions: The Sponsor has provided a preliminary Title Report in **Exhibit B**. The Sponsor warrants that the title to the Property is free of any encumbrance that could directly or indirectly conflict with the mitigation purpose of the Bank and agrees to defend the Property from any encumbrances that the Corps or DSL determine would be incompatible with the mitigation purposes of the Bank until Bank closure, as provided in the Property Assessment and Warranty, also in **Exhibit B**. The Sponsor shall permanently protect the Property by, at

minimum, recording a restrictive covenant in the deed (**Exhibit F**). The site protection instrument must prohibit uses that are not compatible with the mitigation objectives.

The Sponsor shall also record an access easement granting to the Co-chair Agencies the right to access the Bank site for compliance inspections, and if necessary, to implement the mitigation or remediation using the financial assurance instrument, upon prior notice to the landowner. A copy of the recorded restrictive covenant and access easement shall be provided to the Co-chair Agencies prior to the initial release of bank credit.

The Sponsor agrees to notify the Co-chair Agencies in writing sixty (60) days prior to taking or allowing any action that would void or modify the site protection documents or access easement, including transfer of title, or establishment of any other legal claims over the compensatory mitigation site.

Prior to or coincident with Bank closure, additional site protection mechanisms, such as a conservation easement or transfer of title to a conservation entity or government agency, may be required by DSL for purposes of its program. These additional site protection mechanisms may be recorded as supplemental to or superseding the restrictive covenant, provided they are approved by the Co-chair Agencies. Such modifications shall be coordinated with updates to the Long-Term Management Plan (**Exhibit L**) and shall be approved in writing by the Co-chair Agencies. A copy of any additional recorded site protection mechanisms referencing this MBI shall also be provided to the Co-chair Agencies.

F. Reporting: The Sponsor agrees to submit an as-built report containing a survey of the finished grades to the Co-chair Agencies within 90 days following completion of the grading of the mitigation bank. If no grading is required, a brief construction completion report shall be submitted instead. Either report shall describe in detail any substantial deviation from the approved Mitigation Plan.

The Sponsor also agrees to submit annual reports that include data, documentation, and discussion sufficient for the Co-chair Agencies to determine how the compensatory mitigation project is progressing towards meeting its performance standards and its status relative to the stated objectives. Annual monitoring reports shall cover successive one year periods and be submitted to the Co-chair Agencies until Bank closure.

IV. OPERATION OF THE BANK

A. Service Area: The Bank is established to provide mitigation, to compensate for impacts to waters of the United States and/or Waters of the State that occur within a particular service area, that reflects a replacement of aquatic resources by employing an ecologically appropriate landscape scale or watershed approach. This service area shall include portions of hydrologic unit 17090003, within Benton, Lane, Linn, and Marion Counties, as shown on and further described in **Exhibit E**, Service Area Map and Description. Compensatory mitigation for impacts outside of the service area of a bank may be allowed if the Corps and/or the DSL determine, on a case-by-case basis, that the Bank is the best mitigation option.

B. Access: The Sponsor will allow, or otherwise provide for, access to the site by the Co-chair Agencies, other members of the IRT, or their agents or designees at reasonable times as necessary to monitor the Sponsor's compliance with the terms of this MBI. If it becomes necessary for the Co-chair Agencies to make a claim on the financial assurance instrument to implement adaptive management measures or remedial actions, the Sponsor also will allow access to the Co-chair Agencies, their agents and designees to carry out such activities.

C. Party Responsible for Mitigation Obligation: The Sponsor shall assume legal responsibility for the compensatory mitigation requirements of Corps or DSL permits for which it sells or transfers credits once a Corps or DSL permittee, or a respondent under a permit enforcement action, has secured the appropriate number and resource type of credits from the Sponsor. Sponsor's assumption of responsibility will be formally documented for each transaction in a Credit Receipt provided to the Co-chair Agencies (**Exhibit G**).

D. Number of Credits: The number of credits expected to be generated by this Bank is described in **Exhibit C**, Mitigation Plan, and the credit quantification and release schedule are described in **Exhibit D**, Anticipated Credits and Credit Release Schedule. The actual number of credits will be determined based on the actual wetland acreage and performance standards achieved. The amount to be debited for each impact will be specified in each permit issued by the Corps and/or DSL or as otherwise determined by the Corps and/or DSL.

E. Performance Standards: Credits will be released based on the achievement of performance standards, as described in **Exhibit C**, Mitigation Plan.

V. MAINTENANCE AND MONITORING OF THE BANK

A. Maintenance Provisions: The Sponsor agrees to perform all necessary work to maintain the Bank consistent with **Exhibit C**, Mitigation Plan, including adaptive management or remedial action as may be necessary under an amendment to the MBI. The Sponsor shall continue with such maintenance activities to achieve and sustain performance standards until Bank closure or the Sponsor transfers or assigns the Bank to a successor. Long-term maintenance shall continue to be the responsibility of the Sponsor unless and until a different arrangement is approved under an amended LTMP (**Exhibit L**).

B. Monitoring Provisions: The Sponsor agrees to perform all necessary work to monitor the Bank to demonstrate achievement of the performance standards established in **Exhibit C**, Mitigation Plan. The sponsor will provide copies of recently collected data addressing performance standards for verification during annual IRT site inspections. Monitoring and reporting to demonstrate compliance with performance standards shall continue until all credits are sold or until bank closure.

C. Accounting Procedure: The Sponsor shall submit a signed credit receipt to the Corps and DSL each time credits are sold (**Exhibit G**). In addition, the Sponsor shall submit a ledger to the Co-chair Agencies with each annual monitoring report, per **Exhibit H**, Sample Credit Ledger, until the last credit is sold. The credit ledger shall document all transactions (releases, withdrawals, refunds and/or other adjustments, and current balance of unsold credits), starting

with the first credit release cumulatively through the current reporting period, and show the permitted impacts for each resource type (i.e., stream and/or wetland). Credits shall only be sold by the Sponsor, except for certain re-sale provisions for government entities as specifically authorized by the Director of DSL.

D. Adaptive Management and Remedial Action Plans:

(1) The Sponsor shall provide an Adaptive Management Plan that anticipates potential challenges in constructing and managing the Bank (**Exhibit C, #8**). Analysis of monitoring results, inspections, input from the IRT, or other information may indicate that changes to management or other corrective actions may be needed to optimize Bank performance and ensure the targeted aquatic resource functions are provided. The Sponsor shall consider the risk, uncertainty, and dynamic nature of the Bank project in identifying adaptive management measures to rectify apparent problems. The Sponsor is responsible for implementing adaptive management measures. If the Sponsor is operating in accordance with the approved Mitigation Plan (**Exhibit C**), no special notification or additional Co-chair Agency approval is needed.

(2) If the Bank cannot be constructed in accordance with the Mitigation Plan (**Exhibit C**), the Sponsor must notify the Co-chair Agencies and propose adaptive management measures. A significant modification of the MBI requires approval from the Co-chair Agencies. Examples of significant modifications could include, but are not limited to, major changes affecting site design, hydrologic inputs, or vegetation community types. The Co-chair Agencies reserve the right to determine which modifications are significant.

(3) If monitoring or other information indicates that the Bank is not progressing towards meeting its performance standards as described in the Mitigation Plan, the Sponsor must notify the Co-chair Agencies as soon as possible and identify the adaptive measures that will be implemented. The Co-chair Agencies, in consultation with the IRT as appropriate, will determine the appropriateness of the Sponsor's proposed adaptive management measures.

(4) Sponsor's proposals that significantly deviate from the Mitigation Plan, or Sponsor's failure to propose or implement adaptive management measures, may give cause for the Co-chair Agencies to require a Remedial Action Plan. Examples of significant deviations could include, but are not limited to, major changes affecting site design, hydrologic inputs, or vegetation community types. The Co-chair Agencies reserve the right to determine when a Remedial Action Plan is required. The Remedial Action Plan is subject to Co-Chair approval.

(a) The Remedial Action Plan shall address the deficiencies and include a map of areas to be remediated, tasks or treatments, itemized cost estimates, implementation and monitoring schedule, and any consequent adjustments necessary for the financial assurance account to remain sufficient to ensure completion of both the Remedial Action Plan and the original Mitigation Plan.

(b) The Remedial Action Plan may include site modifications, design changes, revisions to maintenance requirements, performance standards specific to the remediated area, and revised monitoring requirements. The Plan must be designed to ensure that the modified Bank project

provides aquatic resource functions comparable to those described in the Mitigation Plan objectives.

(c) The Sponsor is responsible for and shall implement the approved Remedial Action Plan in accordance with the included schedule.

(5) In the event the Sponsor (i) fails to notify the Co-chair Agencies of an adverse impact that would impede the Sponsor from achieving the performance standards in the Mitigation Plan, (ii) provides false information, or (iii) fails to develop and propose a written Remedial Action Plan, the Bank may be subject to suspension or revocation of released mitigation credits, a claim on the financial assurance instruments, termination of the MBI, or other enforcement action as allowed under the regulatory authorities of the Co-chair Agencies.

(6) Regardless of adaptive management or remedial actions attempted, if the Bank fails to achieve performance standards within ten years of the Sponsor completing initial planting, as documented in the annual monitoring report, the Co-chair Agencies may terminate the Bank, unless all parties agree to a written MBI amendment that addresses any changes to agency regulations since that time, standards, credit accounting, and temporal loss.

E. Default: The Sponsor shall be in default if it fails to observe or perform any obligations or responsibilities required of it under this MBI. Implementation (i.e., site preparation) of the Mitigation Plan shall be initiated no later than the first full growing season after the date of the first credit transaction. Upon a determination by the Co-chair Agencies that the Sponsor is in default, the Co-chair Agencies shall notify the Sponsor that the sale or transfer of any credits will be suspended until the default has been cured. The notification from the Co-chair Agencies shall cite the MBI obligation or responsibility at issue and identify a range of potential remedies. Upon notice of such suspension, the Sponsor agrees to immediately cease all credit sales until the Co-chair Agencies inform the Sponsor that sales or transfers may be resumed. Should the Sponsor remain in default, the Co-chair Agencies, in consultation with the IRT as needed, may take appropriate measures including, but not limited to, reducing potential credits, making a claim upon financial assurance instruments, or terminating the MBI. This section shall not be construed to modify or limit any specific right, remedy, or procedure in any section of this MBI or any remedy available under applicable federal and/or state law.

F. Long-Term Management Plan: The Sponsor has prepared a Long-Term Management Plan (LTMP) which is included at **Exhibit L**. The LTMP must describe how the Bank will be managed to sustain the gains of aquatic resources after performance standards have been achieved, including a description of the site protection, the long-term funding mechanisms, and the parties responsible for managing the long-term funding mechanism and implementing the LTMP.

The Sponsor will be responsible for implementing all components of the LTMP unless and until the Sponsor transfers responsibility for implementing to a LTMP stewardship entity. Any such transfer, and subsequent amendment of the LTMP, must be approved by the Co-chair Agencies. DSL will require this amendment as a condition of the last 25% credit release. If the long-term

funding mechanism is via an endowment, the endowment will be fully funded two years before the LTMP is implemented.

G. **Bank Closure:** Upon achievement of the performance standards, the sale of all credits, approval and execution of any updates to the LTMP (**Exhibit L**), and certification by the Sponsor that the Property Warranty and Assessment in **Exhibit B** has not changed, the Co-chair Agencies shall issue a written “bank closure certification” to the Sponsor. The Co-chair Agency which is the beneficiary of the financial assurance instrument will, following coordination with the other Co-chair Agency, release the financial assurance instrument. After Bank closure, monitoring and reporting of the performance standards will cease. Bank closure ends the establishment period of the Bank and begins the long-term management period.

VI. RESPONSIBILITIES OF CO-CHAIRS AND THE INTERAGENCY REVIEW TEAM

A. Participation in Establishment, Use, and Operation: The IRT members may participate, as necessary, to advise the Co-chair Agencies in the establishment, use, and operation of the Bank and, to the degree practicable, ensure that the compensatory mitigation supports the policies of their respective agencies.

B. Review and Comment: The IRT members will strive to review and provide comments in accordance with timelines specified by the Co-chair Agencies on document reviews, mitigation plans, annual monitoring reports, requests for credit release, and remedial or adaptive management measures, among other documents associated with the Bank. In making decisions related to approval and credit release for the Bank, the Co-chair Agencies shall consider all timely comments.

C. Site Inspections and Recommendations: The Co-chair Agencies will conduct inspections, with participation and advice from the IRT members, as necessary, to verify that the Bank is achieving the performance standards described in the MBI. If the Bank is not meeting performance standards, the Co-chair Agencies, in consultation with the IRT, may direct the Sponsor to implement remedial actions or adaptive management measures per Section V.D.

D. Document Review: The Co-chair Agencies shall coordinate as needed to ensure a predictable and timely process for review of documents. Each Co-chair Agency shall strive to respond according to applicable timelines under federal or state law, or within 30 days.

VII. OTHER PROVISIONS

A. Force Majeure:

(1) If any event occurs that is beyond Sponsor’s reasonable control and that causes or might cause a delay or other type of failure to achieve performance standards described in this MBI despite Sponsor’s reasonable efforts ("Force Majeure"), Sponsor will promptly, upon learning of the event, notify the Co-chair Agencies verbally of the cause of the delay or failure, its anticipated duration, the measures that Sponsor has taken or will take to prevent or minimize the delay or failure, and the timetable by which Sponsor proposes to carry out such measures. Sponsor will confirm in writing this information within 14 working days of the verbal

notification. Failure to comply with these notice requirements precludes Sponsor from asserting Force Majeure for the event and for any additional delay or other types of failure to achieve performance standards described by the MBI that is caused by the event.

(2) If Sponsor demonstrates to the Co-chair Agencies' satisfaction that the delay or failure has been or will be caused by Force Majeure, the Co-chair Agencies will jointly extend times for performance of related activities, or jointly approve remedial action or adaptive management, under this MBI as appropriate. Circumstances or events constituting Force Majeure might include but are not limited to acts of God, unforeseen strikes or work stoppages, fire, explosion, riot, sabotage, or war. Normal inclement weather, increased cost of performance, or changed business or economic circumstances will not be considered Force Majeure.

B. Dispute Resolution:

(1) If Sponsor disagrees with Co-chair Agencies regarding any matter relating to this MBI, Sponsor will promptly notify the Co-chair Agencies in writing of Sponsor's objection. The Co-chair Agencies and Sponsor will then make a good-faith effort to resolve the disagreement within 14 business days of Sponsor's written objection. At the end of the 14-business day period, the Co-chair Agencies will provide Sponsor with a written statement of their position. Upon Sponsor's request, the Co-chair Agencies' management may discuss the disputed matter with Sponsor and provide Sponsor with the Co-chair Agencies' final position in writing as soon as practicable after receipt of Sponsor's request.

(2) If Sponsor refuses or fails to follow Co-chair Agencies' final position, and Co-chair Agencies seek to enforce their final position, the Parties are generally entitled to such rights, remedies, and defenses as are provided by applicable law.

(3) During the pendency of any dispute resolution under this subsection, the time for completion of obligations or specific performance standards affected by such dispute is extended for a period of time not to exceed the actual time taken to resolve the dispute. Obligations or performance standards, in part or in whole, that are not affected by the dispute must be completed in accordance with the applicable schedule described in this MBI. The Co-Chair Agencies retain the discretion to determine whether this dispute resolution process is applicable to any issue in dispute pertaining to default under this MBI. Agencies will determine whether a credit release based on a provision under dispute will be delayed until resolution of the dispute. Remedies upon default applied by the Co-Chair Agencies will remain in effect during the pendency of the dispute resolution period.

C. Termination of or Withdrawal from MBI, and Transfer of Credits:

(1) Events of Termination: This MBI will terminate upon the occurrence of the following:

a. If the initiation of construction as described in the Mitigation Plan (**Exhibit C**), to include planting of vegetation, has not occurred within three (3) years from the signing of this MBI by the Co-chair Agencies, and no credit transaction has occurred, unless the Co-chairs determine

that circumstances warrant an extension. Any extensions must be approved by the Co-chair Agencies in writing.

b. After the passage of 14 calendar days following the Co-chair Agencies' written notice of termination to the Sponsor as a remedy upon default, as described in Section 5.E.

(2) Termination by Sponsor: The Sponsor may terminate this MBI at any time prior to the first credit transfer. Termination of the MBI does not alter Sponsor responsibilities for compliance with any Corps or DSL authorization for removal or fill work conducted on the Bank Property. The Sponsor shall provide at least 14 calendar days' written notice to DSL and the Corps prior to the Sponsor's termination. The notice shall state the effective date of the Sponsor's termination.

(3) Withdrawal by the Corps: The Corps may withdraw from this MBI at its sole discretion if: (a) DSL denies a Corps request for DSL to make a claim on a financial assurance instrument, as described in Section III.D., or (b) the Corps determines the Bank is not meeting performance standards or the Sponsor is not complying with the terms of the MBI. Should either of these events occur, the Corps will generally endeavor to utilize those appropriate measures listed in Section V.E. (Default) first, prior to withdrawing. The Corps shall provide at least 14 calendar days' written notice to the Sponsor and DSL prior to the Corps' withdrawal. The notice shall state the effective date of the Corps' withdrawal.

The Corps may withdraw from this MBI immediately upon the Corps' written notice to the Sponsor and DSL if federal laws, rules, regulations, or guidelines are modified or interpreted in such a way that the Corps' performance under this MBI is prohibited.

The Corps' withdrawal under this subsection would terminate the MBI for purposes of the Corps' Regulatory Program and bar the recognition of any future credits as mitigation for impacts to waters of the United States authorized through Department of the Army permits. The Corps' rights and obligations under this MBI shall terminate upon the effective date of the Corps' withdrawal, provided that the Corps shall continue coordinating with DSL on credit ledger recordkeeping.

(4) Withdrawal by DSL:

DSL may withdraw from this MBI at its sole discretion if the Corps denies a DSL request for the Corps to make a claim on a financial assurance instrument, as described in Section III.D. DSL shall provide at least 14 days' written notice to the Sponsor and the Corps prior to DSL's withdrawal. The notice shall state the effective date of DSL's withdrawal.

DSL may withdraw from this MBI immediately upon DSL's written notice to the Sponsor and the Corps if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that DSL's performance under this MBI is prohibited.

DSL's withdrawal under this sub-section would terminate the MBI for DSL regulatory purposes and bar the recognition of any future credits as mitigation for impacts to waters of the State authorized through DSL permits. DSL's rights and obligations under this MBI shall terminate

upon the effective date of DSL's withdrawal, provided that DSL shall continue coordinating with the Corps on credit ledger recordkeeping.

(5) Surviving Obligations: In the event of termination, or of withdrawal by any party, the Sponsor agrees to perform and fulfill all obligations under this MBI relating to credits that were sold or transferred prior to or at the time of termination or of withdrawal by any party. In the event this MBI is terminated prior to the transfer of all authorized credits, any remaining credits under this MBI shall be extinguished and will no longer be available for transfer.

D. Transfer, Successors, and Assigns

(1) Transfer during Establishment Period:

a) Transfer of Sponsor's Requirements Excluding the LTMP

Any transfer or assignment of any portion of or interest in the Bank shall be subject to the requirement that the transferee or assign assume all the necessary requirements for the Bank as laid out in this MBI, according to the terms of the separate agreement, and the Sponsor remains responsible for any and all requirements of the MBI not properly transferred or assigned.

If the transfer or assignment of any interest, other than the site protection instrument which shall be appropriately recorded then returned to the Co-chair agencies, is to a party other than a successor, the receiving party must accept the rights and obligations transferred to them by signing a written amendment to the MBI detailing the transferred or assigned rights and responsibilities. The Sponsor and the Co-chair Agencies shall also sign the amendment and if appropriate follow DSL and Corps protocols for permit transfer. Transfer or assignment of any portion of or interest in the Bank shall be subject to the requirement that any funds pledged toward the long-term management funding mechanism shall continue to be accrued and expended in a manner consistent with this MBI and the LTMP. Transfer or assignment is also subject to the Co-chair Agencies finding that the financial assurance amount is adequate for the current circumstances and is secured prior to the transfer or assignment of any portion of or interest in the Bank.

b) Transfer of Long-term Management Responsibilities

Prior to Bank closure the Sponsor may choose to transfer long-management responsibilities to another party by proposing an amendment to the LTMP. The proposal must sufficiently describe which responsibilities the Sponsor is transferring the proposed long-term manager is accepting, when the transfer would occur (i.e. before or after bank closure), and the proposed long-term manager's fitness to accept and carryout these responsibilities. If proposed long-term manager is unwilling to sign the amendment to the LTMP, the Co-chair agencies must be provided with documentation showing proof of the proposed long-term manager's acceptance of the proposed responsibilities to be transferred. Any responsibilities not properly transferred to the proposed long-term manager shall remain the responsibility of the Sponsor.

The Co-chair Agencies will review these materials to determine whether the proposal provides a complete replacement of the terms and conditions of the original LTMP and/or if further documentation is required before they approve the transfer. If these criteria are met, the Co-chair Agencies would approve transfer of long-term management responsibility to the proposed long-term manager by executing an amendment to the LTMP according to the terms of the MBI.

(2) Transfer during the Long-Term Management Period:

After Bank closure, the transfer provision of the LTMP shall control the transfer or assignment of rights and responsibilities. Transfer of the site protection instrument recorded on the title (Exhibit F), shall require notice to DSL and to the Corps when there are changes in land ownership or in the identity of a conservation easement holder. The Co-chair Agencies may use this notice as an opportunity to inform the new party of any federal or state regulations or permits that would apply to future removal or fill activities in the waters of the State or waters of the United States within the Bank Property.

E. Specific Language of MBI Shall Be Controlling: The Sponsor and Co-chair Agencies intend the provisions of this MBI and each of the documents incorporated by reference in it to be consistent with each other, and for each document to be binding in accordance with its terms. To the fullest extent possible, these documents shall be interpreted in a manner that avoids or limits any conflict between or among them. However, if and to the extent that specific language in this MBI conflicts with specific language in any document that is incorporated into this MBI by reference, the specific language within the MBI shall control. The captions and headings of this MBI are for convenient reference only, and shall not define or limit any of its terms or provisions.

F. Notices: Any notice, demand, approval, request, or other communication permitted or required by this MBI shall be in writing and deemed given when delivered personally, sent by receipt-confirmed facsimile, or sent by recognized overnight delivery service, addressed as set forth below, or five calendar days after deposit in the U.S. mail, postage prepaid, and addressed as set forth below.

Oregon Wetlands LLC
6001 NW Gilmour Lane
Albany Oregon, 97321

U.S. Army Corps of Engineers
CENWP-OD-G Mitigation Program Manager
Eugene Field Office
211 E. Seventh Ave., Suite 105
Eugene, Oregon 97401-2722

Oregon Department of State Lands
775 Summer Street NE, Suite 100
Salem, Oregon 97301-1279

G. Entire MBI: This MBI, and all exhibits, appendices, schedules and agreements referred to in this MBI, constitute the final, complete, and exclusive statement of the terms of the agreement between and among the parties pertaining to the Bank, and supersede all prior and contemporaneous discussions, negotiations, understandings or agreements of the parties. The respective DSL and/or Corps permits for construction of the Bank are incorporated herein by reference, otherwise, no other agreement, statement, or promise made by the parties, or to any employee, officer, or agent of the parties, which is not contained in this MBI or incorporated herein by reference, shall be binding or valid, with respect to the subject matter hereof. No alteration or variation of this instrument shall be valid or binding unless contained in a written amendment, approved by the Co-chair Agencies. Each of the parties acknowledges that no representation, inducement, promise or agreement, oral or otherwise, has been made by any of the other parties or anyone acting on behalf of any of the parties unless the same has been embodied herein.

H. Modifications: Prior to Bank closure, this MBI, including its exhibits, may be amended or modified only with the written approval of the Sponsor and Co-chair Agencies. In the event the Sponsor determines that modifications must be made in the Mitigation Plan to ensure successful establishment and operation of the Bank, the Sponsor shall submit a written request for such modification to the Co-chair Agencies. The Co-chair Agencies may consult with the IRT regarding amendment or modification of the MBI. The Co-chair Agencies' approval will not be unreasonably withheld or denied.

I. Invalid Provisions: If a court of competent jurisdiction holds any term or provision of this MBI to be invalid or unenforceable, in whole or in part, for any reason or as to any party, the validity and enforceability of the remaining terms and provisions, or portions of them, shall not be affected unless an essential purpose of this MBI would be defeated by loss of the invalid or unenforceable provision or its invalidity or unenforceability as to any party.

J. Counterparts: This MBI may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute a single executed Instrument.

K. Binding: This MBI shall be immediately, automatically, and irrevocably binding upon the Sponsor and its heirs, successors, assigns and legal representatives upon signing by the Sponsor, the Corps, and DSL.

L. Liability of Co-chair Agencies: The responsibility for financial success and risk to the investment initiated by the Sponsor rests solely with the Sponsor. The Co-chair Agencies that are parties to this MBI administer their respective regulatory programs and make no guarantee of the financial success of mitigation banks, specific individuals, or entities. Accordingly, there is no guarantee of profitability for any individual mitigation bank. Sponsors should not construe this MBI as a guarantee in any way that the Co-chair Agencies will ensure sale of credits from this Bank or that the Co-chair Agencies will forgo other mitigation options that may also serve the public interest. Because the Co-chair Agencies do not control the number of mitigation banks proposed nor the resulting market impacts upon success or failure of individual banks, market studies of the potential and future demand for bank credits are the sole responsibility of the Sponsor. The Sponsor agrees to release, indemnify, protect, and hold harmless the Co-chair

Agencies or their agents from any claims arising from their reasonable actions using the financial assurances to implement the mitigation plan or remediate performance failures on the Bank Property.

M. Grant Program Participation: State and Federal funds designated for voluntary restoration projects shall not be used to generate mitigation credits sold for profit.

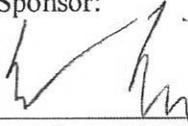
N. Suspension of Credits: The Co-chair Agencies may suspend the sale of credits upon a determination that information contained in this MBI was falsely represented or that the Bank is not performing in accordance with this MBI. Credit suspension also may occur under the terms of Default (see V.E.).

O. Sponsor Identity: If the Bank Sponsor is a business entity, a Certificate of Incumbency has been provided to the Co-chair Agencies for their files prior to approval of this MBI, to certify that the individual signing below is authorized to do so. In addition, if the Sponsor is a closely held Corporation, Limited Partnership, LLC, or Trust, then each shareholder, partner, member, trustee, or other principal shall have provided to the Co-chair Agencies their joint and several personal guarantee(s) securing compliance with the mitigation obligations. The Sponsor agrees to maintain the business entity in active status until all mitigation obligations have been satisfied, at Bank closure. The Sponsor agrees to notify the Co-chair Agencies prior to dissolution, bankruptcy, or changes to the shareholders, partners, members, trustees or other principals of the business, and to promptly provide to the Co-chair Agencies personal guaranty documents for any new shareholders, partners, members, trustees, or other principals.

P. Terminology: U.S. Army Corps of Engineers approval of this MBI constitutes the regulatory approval required for the South Santiam Mitigation Bank to be used to provide compensatory mitigation for Department of the Army permits pursuant to 33 C.F.R. 332.8(a)(1). This MBI is not a contract between the Sponsor or Property Owner and the Corps or any other agency of the federal government. Any dispute arising under this MBI will not give rise to any claim by the Sponsor or Property Owner for monetary damages. This provision is controlling notwithstanding any other provision or statement in the MBI to the contrary.

IN WITNESS WHEREOF, the parties hereto have executed this MBI on the date herein below last signed by the Co-Chair Agencies.

By the Sponsor:



Ray Fiori, Oregon Wetlands LLC

05/13/2020

Date

By the Co-Chair Agencies:

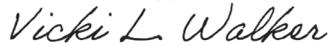
DORF.AARON.L
AWRENCE.1028
790380

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DORF.AARON.LAWRENCE.1
028790380
Date: 2020.05.29 15:03:30
-07'00'

Aaron L. Dorf
Colonel, Corps of Engineers
District Commander

Date

5/19/2020



Vicki L. Walker, Director
Oregon Department of State Lands

Date

Exhibit A
Property Legal Description and Maps

The property legal description is defined on the following 3 pages and shown on Figure 1, Exhibit M.

Exhibit A
Property Legal Description and Map

The site lies within Linn County tax lot: 11S01W3200401 as described in Exhibit "A" on following page. Udell Engineering surveyed the lot line adjustment to have the entire bank property in its own tax lot. It has been approved and recorded by Linn County.

The following provides the size, location, and site centroid.

Township 11 South, Range 01 West, Section 31 - 61.11 acres±

Township 11 South, Range 01 West, Section 32 - 38.99 acres±

Total Bank: 100.10 acres±

Centroid of the Bank: Latitude N 44.570105°
Longitude W -122.845092°

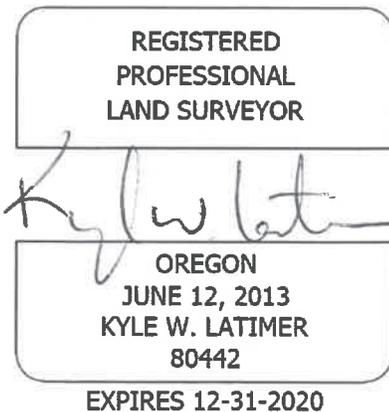
EXHIBIT " A "

PARCEL 2 of LINN COUNTY PARTITION PLAT NO. 2019-53

AN AREA OF LAND LOCATED IN THE NORTHEAST AND SOUTHEAST QUARTERS OF SECTION 31 AND THE NORTHWEST AND SOUTHWEST QUARTERS OF SECTION 32, TOWNSHIP 11 SOUTH, RANGE 1 WEST OF THE WILLAMETTE MERIDIAN DESCRIBED AS PARCEL 2 OF LINN COUNTY PARTITION PLAT NO. 2019-53 AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 3/4" IRON ROD MARKING THE EASTERLY NORTHEAST CORNER OF SAID PARCEL 2; THENCE NORTH 88°12'49" WEST 659.81 FEET TO A 1 1/4" IRON PIPE; THENCE NORTH 1°48'24" EAST 2153.86 FEET TO THE SOUTH LINE OF LACOMB DRIVE; THENCE SOUTH 87°58'00" WEST 548.31 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 2; THENCE SOUTH 3°29'21" EAST 431.73 FEET; THENCE SOUTH 5°44'38" EAST 263.14 FEET; THENCE SOUTH 7°15'40" EAST 363.24 FEET; THENCE SOUTH 12°12'48" WEST 139.84 FEET; THENCE SOUTH 10°00'00" WEST 185.55 FEET; THENCE SOUTH 3°45'23" WEST 542.72 FEET; THENCE SOUTH 3°11'32" WEST 745.86 FEET; THENCE SOUTH 3°13'44" WEST 1167.77 FEET; THENCE NORTH 82°22'45" WEST 352.51 FEET; THENCE SOUTH 0°00'00" WEST 69.02 FEET; THENCE SOUTH 48°18'14" EAST 409.33 FEET; THENCE SOUTH 8°57'03" WEST 827.54 FEET TO THE NORTH LINE OF MOUNT HOPE DRIVE; THENCE SOUTH 81°22'02" EAST 142.39 FEET; THENCE SOUTH 80°24'24" EAST 234.73 FEET; THENCE EASTERLY 315.11 FEET ALONG A 848.51 FOOT RADIUS CURVE TO THE RIGHT, THE LONG CHORD OF WHICH IS SOUTH 69°46'04" EAST 313.30 FEET; THENCE NORTH 1°48'24" EAST 360.73 FEET; THENCE SOUTH 88°12'49" EAST 659.81 FEET TO THE EASTERLY SOUTHEAST CORNER OF SAID PARCEL; THENCE NORTH 1°48'24" EAST 2574.00 FEET TO THE POINT OF BEGINNING.

DESCRIBED AREA IS 100.10 ACRES.



Udell Engineering & Land Surveying, LLC
63 East Ash Street, Lebanon, OR 97355
Ph: 541-451-5125 • Fax: 541-451-1366

FOR ASSESSMENT AND TAXATION ONLY

SECTION 32 T. 11S. R. 1W. W.M.
SEE MAP 11 IN Linn County
SCALE = 400'

11S01W32
LINN COUNTY

Cancelled Nos.
314
315
314-M1
315-M1

11S01W32
LINN COUNTY
10/26/2019

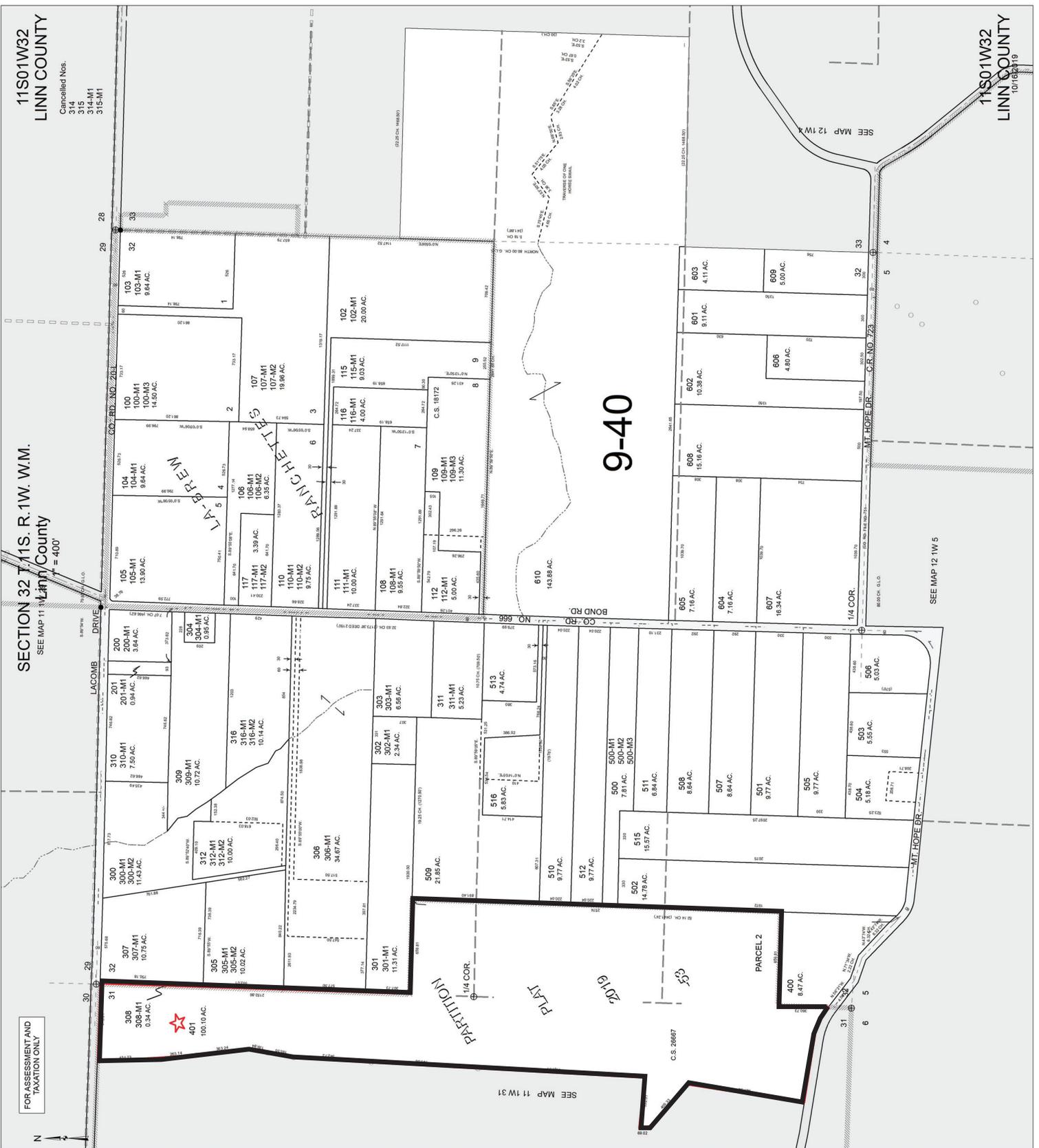


Exhibit B
Preliminary Property Assessment and Warranty
And Preliminary Title Report

The property assessment and warranty information are included in the following 20 pages.

Exhibit B
Preliminary Property Assessment and Warranty
And Title Report

PROPERTY ASSESSMENT and WARRANTY for
South Santiam Mitigation Bank

This Property Assessment and Warranty (“Property Assessment”) is made as of this 8th day of January 2020, by *Oregon Wetlands LLC* (“Property Owner”), for the benefit of DSL and the Corps, which agencies are jointly referred to in this Property Assessment as the “Signatory Agencies.” Property Owner acknowledges that this Property Assessment and the statements in it may be conclusively relied upon by the Signatory Agencies in entering into the Mitigation Bank Instrument (MBI) for the South Santiam Mitigation Bank.

This Property Assessment provides a summary and explanation of each recorded or unrecorded lien or encumbrance on, or interest in, the Bank Property as defined in Exhibit A, including, without limitation, each exception listed in Owner's Policy of Title Insurance issued by *First American Title Insurance Company, 12/06/2019, Policy No.: 3354255*.

Property Owner covenants, represents and warrants to each of the Signatory Agencies as follows:

1. Property Owner is the sole owner in fee simple of certain real property in Exhibit A (the “Bank Property”), as legally described in the Owner's Policy of Title Insurance. Owner has, and upon the recordation of the Conservation Easement Property Owner shall have, good, marketable and indefeasible fee simple title to the Bank Property subject only to any exceptions approved in writing by the Signatory Agencies in advance of recordation.
2. The Bank Property is available to be burdened by the Conservation Easement for the conservation purposes identified in the Conservation Easement, in accordance with the MBI.
3. The Bank Property includes legal access to and from *Lacomb Drive, Lebanon, OR 97355*.
4. A true, accurate and complete listing and explanation of each recorded or unrecorded lien or encumbrance on, or possessory or non-possessory interest in, the Bank Property has been provided to the co-chair agencies as an attachment and incorporated by reference in this Property Assessment. Except as disclosed in this attachment, there are no outstanding mortgages, liens, encumbrances or other interests in the Bank Property including,

without limitation, mineral interests.

5. Prior to closure of the Bank and/or recordation of the Conservation Easement, Property Owner shall certify to the Signatory Agencies in writing that this Property Assessment remains true, accurate and complete in all respects; no further encumbrances have occurred other than as specified in the MBI.

6. Property Owner has no knowledge or notice of any legal or other restrictions upon the use of the Bank Property for conservation purposes, or affecting its Conservation Values, as described in the Conservation Easement, or any other matters that may adversely affect title to the Bank Property or interfere with the establishment of a mitigation bank thereon.

7. Property Owner has not granted any options or committed or obligated to sell the Bank Property or any portion thereof, except as disclosed in writing to and agreed upon in writing by the Signatory Agencies.

8. The following Attachments are incorporated by reference in this Property Assessment:

- a) Attachment 1 – Owner's Policy of Title Insurance
- b) Attachment 2 – Deed
- c) Attachment 3 – Mineral Right and Explanation
- d) Attachment 4 – Incumbency Certificate

PROPERTY OWNER

Oregon Wetlands LLC

date 1/08/2020



Ray Fiori, Member

 <p>First American</p> <p>Owner's Policy</p>	<p>Owner's Policy of Title Insurance</p> <p>ISSUED BY First American Title Insurance Company</p> <p>POLICY NUMBER 5031941-3354255</p>
--	--

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, **FIRST AMERICAN TITLE INSURANCE COMPANY**, a Nebraska corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.

(Covered Risks Continued on Page 2)

In Witness Whereof, First American Title Insurance Company has caused its corporate name to be hereunto affixed by its authorized officers as of Date of Policy shown in Schedule A.

First American Title Insurance Company



Dennis J. Gilmore
President



Jeffrey S. Robinson
Secretary

(This Policy is valid only when Schedules A and B are attached)

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Attachment 1 – Owner's Policy of Title Insurance

COVERED RISKS (Continued)

5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy;
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive

notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance.
To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.
(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
(i) the Amount of Insurance; or
(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
(i) the Amount of Insurance shall be increased by 10%, and
(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

(Intentionally Deleted)

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way; Santa Ana, CA 92707. Phone: 888-632-1642.**



First American Title

ISSUED THROUGH THE OFFICE OF:



First American Title

FIRST AMERICAN
TITLE INSURANCE
COMPANY

Corporate Office
1 First American Way
Santa Ana, CA 92707
(800) 854-3643

	First American	Owner's Policy of Title Insurance
Schedule A		ISSUED BY First American Title Insurance Company
		POLICY NUMBER 3354255

Name and Address of Title Insurance Company:

First American Title Insurance Company, 1 First American Way, Santa Ana, CA 92707.

File No.: 7091-3354255

Address Reference: 38841 Mount Hope Drive, Lebanon, OR
97355

Amount of Insurance: \$750,000.00

Premium: \$1,725.00

Date of Policy: December 06, 2019 at
1:02 p.m.

1. Name of Insured:

Oregon Wetlands, LLC, an Oregon limited liability company

2. The estate or interest in the Land that is insured by this policy is:

Fee Simple

3. Title is vested in:

Oregon Wetlands, LLC, an Oregon limited liability company

4. The Land referred to in this policy is described as follows:

Parcel 2 of Partition Plat No. 2019-53, Record of Partition Plats, Linn County, Oregon.

	<i>First American</i>	Owner's Policy of Title Insurance
Schedule B		ISSUED BY First American Title Insurance Company
		POLICY NUMBER 3354255

File No.: 7091-3354255

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easement, not shown by the public records; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
4. Any encroachment (of existing improvements located on the subject land onto adjoining land or of existing improvements located on adjoining land onto the subject land), encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the subject land.
5. Any lien, or right to a lien, for services, labor, material, equipment rental or workers compensation heretofore or hereafter furnished, imposed by law and not shown by the public records.

This exception (#5) is hereby waived without additional cost in accordance with the provisions of the Oregon Title Insurance Rating Manual provision 5.001 A 5 PROVIDED a Lender has been issued a simultaneous title insurance policy on the subject property and to the extent this exception has been eliminated or modified on said Lender's policy.

6. Water rights, claims to water or title to water, whether or not such rights are a matter of public record.
7. The assessment roll and the tax roll disclose that the within described premises were specially zoned or classified for Farm use. If the land has become or becomes disqualified for such use under the statute, an additional tax or penalty may be imposed.

Attachment 1 – Owner's Policy of Title Insurance

8. The rights of the public in and to that portion of the premises herein described lying within the limits of streets, roads and highways.

9. Mineral interest, including terms and provisions contained therein:
Recording Information: August 04, 1955 as Book 244, Page 471, Deed Records
In Favor of: Jasper B. Turnidge and Margaret Turnidge, husband and wife, as to a 1/2 interest and Percy L. Turnidge and Cordelia Turnidge, husband and wife, as to a 1/2 interest

10. Unrecorded leases or periodic tenancies, if any.

Alton E. Sullivan and Dixie G. Sullivan
Grantor

Oregon Wetlands, LLC
Grantee

After Recording Return to:

F. James Healy
Attorney at Law
201 West First Ave.
Albany, OR 97321

Until requested otherwise
send all tax statements to:

Oregon Wetlands, LLC
c/o Marvin J. Gilmour
6001 Gilmour Lane
Albany, OR 97321

LINN COUNTY, OREGON **2019-21686**
D-BS
Stn=38 FORBISJ 12/06/2019 01:02:00 PM
\$5.00 \$11.00 \$10.00 \$60.00 \$19.00 **\$105.00**

I, Steve Druckenmiller, County Clerk for Linn County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.
Steve Druckenmiller - County Clerk

E-RECORDING
ORIGINAL

STATUTORY BARGAIN AND SALE DEED

ALTON E. SULLIVAN AND DIXIE G. SULLIVAN, Husband and wife, Grantor, grants and conveys to OREGON WETLANDS, LLC, an Oregon limited liability company, Grantee, and to Grantee's heirs, successors and assigns all of that certain real property, situated in the County of Linn, State of Oregon, together with the appurtenances, described as follows:

Parcel 2 of Linn County Partition Plat No. 2019-53 as recorded in the Linn County Record of Partition Plats on August 20, 2019, with Target Sheet recorded in Deed Records as Document No. 2019-13967.

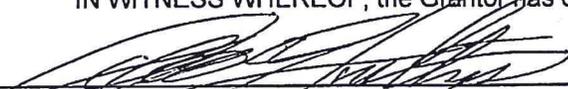
The true and actual consideration paid for this transfer, stated in terms of dollars, is \$-0-. However, the actual consideration consists of or includes other property or value given or promised which is the whole consideration.

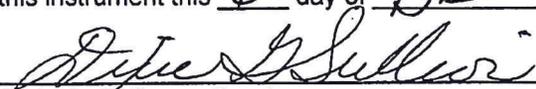
In construing this deed and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

FIRST AMERICAN 3354255

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009 AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009 AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

IN WITNESS WHEREOF, the Grantor has executed this instrument this 6TH day of DEC, 2019.

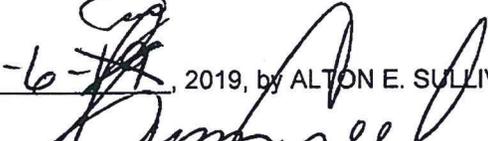

Alton E. Sullivan - Grantor


Dixie G. Sullivan - Grantor

STATE OF OREGON, County of Linn) ss.

This instrument was acknowledged before me on 12-6-19, 2019, by ALTON E. SULLIVAN.

OFFICIAL STAMP
SUSAN CAROL CREEL
NOTARY PUBLIC - OREGON
COMMISSION NO. 951151
MY COMMISSION EXPIRES JUNE 01, 2020


NOTARY PUBLIC FOR OREGON

STATE OF OREGON, County of) ss.

This instrument was acknowledged before me on 12-6, 2019, by DIXIE G. SULLIVAN.

OFFICIAL STAMP
SUSAN CAROL CREEL
NOTARY PUBLIC - OREGON
COMMISSION NO. 951151
MY COMMISSION EXPIRES JUNE 01, 2020

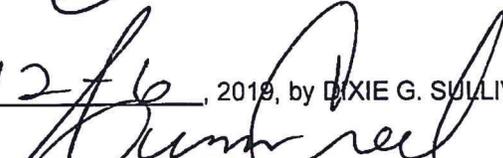

NOTARY PUBLIC FOR OREGON

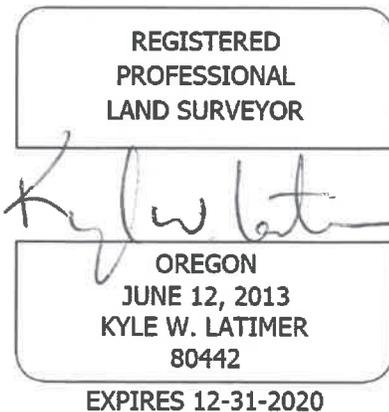
EXHIBIT “ A ”

PARCEL 2 of LINN COUNTY PARTITION PLAT NO. 2019-53

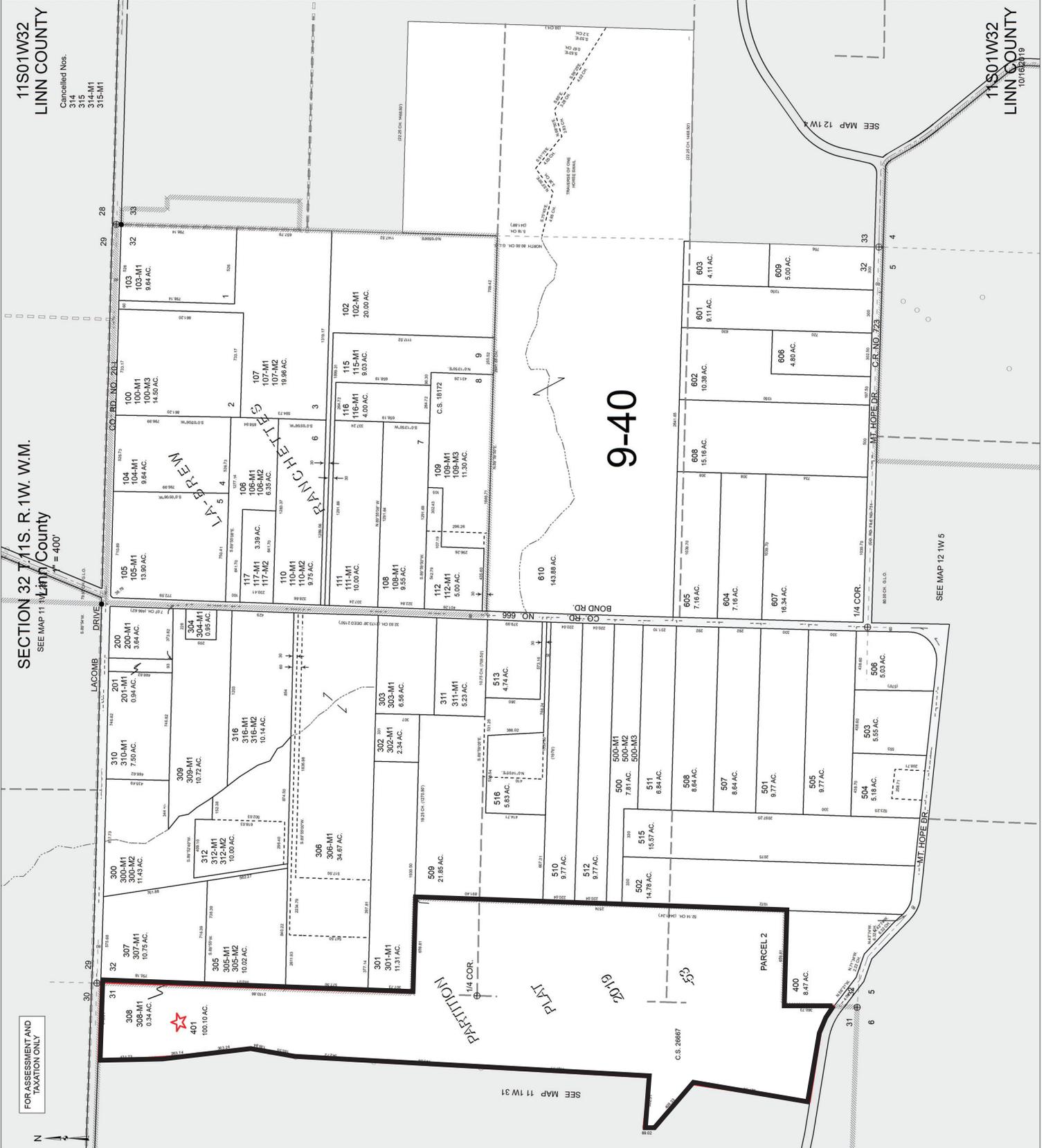
AN AREA OF LAND LOCATED IN THE NORTHEAST AND SOUTHEAST QUARTERS OF SECTION 31 AND THE NORTHWEST AND SOUTHWEST QUARTERS OF SECTION 32, TOWNSHIP 11 SOUTH, RANGE 1 WEST OF THE WILLAMETTE MERIDIAN DESCRIBED AS PARCEL 2 OF LINN COUNTY PARTITION PLAT NO. 2019-53 AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 3/4” IRON ROD MARKING THE EASTERLY NORTHEAST CORNER OF SAID PARCEL 2; THENCE NORTH 88°12’49” WEST 659.81 FEET TO A 1 1/4” IRON PIPE; THENCE NORTH 1°48’24” EAST 2153.86 FEET TO THE SOUTH LINE OF LACOMB DRIVE; THENCE SOUTH 87°58’00” WEST 548.31 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 2; THENCE SOUTH 3°29’21” EAST 431.73 FEET; THENCE SOUTH 5°44’38” EAST 263.14 FEET; THENCE SOUTH 7°15’40” EAST 363.24 FEET; THENCE SOUTH 12°12’48” WEST 139.84 FEET; THENCE SOUTH 10°00’00” WEST 185.55 FEET; THENCE SOUTH 3°45’23” WEST 542.72 FEET; THENCE SOUTH 3°11’32” WEST 745.86 FEET; THENCE SOUTH 3°13’44” WEST 1167.77 FEET; THENCE NORTH 82°22’45” WEST 352.51 FEET; THENCE SOUTH 0°00’00” WEST 69.02 FEET; THENCE SOUTH 48°18’14” EAST 409.33 FEET; THENCE SOUTH 8°57’03” WEST 827.54 FEET TO THE NORTH LINE OF MOUNT HOPE DRIVE; THENCE SOUTH 81°22’02” EAST 142.39 FEET; THENCE SOUTH 80°24’24” EAST 234.73 FEET; THENCE EASTERLY 315.11 FEET ALONG A 848.51 FOOT RADIUS CURVE TO THE RIGHT, THE LONG CHORD OF WHICH IS SOUTH 69°46’04” EAST 313.30 FEET; THENCE NORTH 1°48’24” EAST 360.73 FEET; THENCE SOUTH 88°12’49” EAST 659.81 FEET TO THE EASTERLY SOUTHEAST CORNER OF SAID PARCEL; THENCE NORTH 1°48’24” EAST 2574.00 FEET TO THE POINT OF BEGINNING.

DESCRIBED AREA IS 100.10 ACRES.



Udell Engineering & Land Surveying, LLC
63 East Ash Street, Lebanon, OR 97355
Ph: 541-451-5125 • Fax: 541-451-1366



Attachment 3 – Mineral Right and Explanation

Background

Through final title report issuance, one severed mineral right remains on approximately one-third of newly created tax lot 00401 and includes adjacent Sullivan residence, infrastructure, farmed wetlands and hillside above Mount Hope drive. The attached figure generated by Udell Engineering depicts the entirety of tax lot 00401 in pink, the original tax lot at time of severance outlined in red and the relevant south half depicted with diagonal black hatched pattern.

Oregon experienced a period of oil exploration between 1940 and 1962 (Newton, V.C. 1965, DOGAMI Misc. Paper 6). The exploration effort required acquiring leases or subsurface mineral reservations to explore for subsurface gas and oil. In order to conduct oil and gas exploration, oil and gas rights were granted to allow prospecting and extraction. In the early 1950's, several area entrepreneurs speculated about the potential for oil/gas exploration in the Willamette valley, and offered nominal fees (\$0.25/ac.) to secure rights, pending further analysis. The mineral rights claim that covers a portion of the mitigation bank boundary is one such instance.

A western Tertiary marine basin with potential for oil and gas deposits covers a large area of northwest Oregon. At the close of World War II, large oil firms conducted extensive oil exploration efforts. Oil exploration drilling near Lebanon in the late 50s and early 60s produced limited oil and gas evidence and no further drilling has been conducted. By the end of 1963, most large oil companies had terminated onshore exploration in Oregon. The oil exploration boom of the 60's produced no economic oil discoveries and no oil wells exist in Oregon today. One reason is that geologically, most of Oregon is capped by thick deposits of volcanic rock and favorable sedimentary deposits are buried deep below. Exploration in the 60's produced poor results and the likelihood of renewed interest is low.

Due to protections associated with subsurface mineral rights, mineral claims are not easily expunged, especially dated ones with numerous successors and heirs. The potential for disturbance related to future oil exploration is very low due to geologic knowledge gained during the 60's oil exploration. Furthermore, the conveyance required protection for existing residential structures, infrastructure, and surface improvements such as the mitigation bank wetlands.

DEED

KNOW ALL MEN BY THESE PRESENTS, that ELMER H. BARR and WINONA L. BARR, husband and wife, and Nellie Barr, Single, Grantors, in consideration of Ten Dollars and other valuable consideration to them paid by JASPER B. TURNIDGE and MARGARET TURNIDGE, husband and wife, as to an undivided one-half interest, and PERCY L. TURNIDGE and CORDELIA TURNIDGE, husband and wife, as to an undivided one-half interest, Grantees, do hereby grant, bargain and sell and convey unto the said grantees, their heirs and assigns all of the following property with the tenements, hereditaments and appurtenances situated in the County of Linn, State of Oregon, bounded and described as follows:

All of the oil, gas, casing head gas, casinghead gasoline, sulphur and other minerals in and under the South one-half of the following described property:

The Donation Land Claim of Jason Wheeler and wife, Not. No. 1152 and being the S. half of the SW quarter of Sec. 29, the S. half of the SE $\frac{1}{4}$ of Sec. 30, the E. half of Sec. 31, and the NW $\frac{1}{4}$ of Sec. 32, all in T. 11, South of Range 1 West of the W.M., in Linn County, Oregon, excepting from the above 60 acres sold to Christopher Starr July 1st, 1863 in the SW corner of Sec. 29. Also excepting 20 acres sold to James T. Combs in the SW corner of the NW $\frac{1}{4}$ of Sec. 32, containing 560 acres, more or less, in Linn County, Oregon.

ALSO, SAVING AND EXCEPTING therefrom the following described premises, to-wit:

The East half of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Sec. 29, in T. 11 South, Range one West of the W.M. in Linn County, State of Oregon, and containing 20 acres, more or less, in Linn County, Oregon.

ALSO, SAVING AND EXCEPTING therefrom the following described premises, to-wit:

Beginning at the NW corner of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Sec. 30, T. 11 S., R. 1 West of the W.M., in Linn County, Oregon, and running thence South 80 rods to the SW corner of the SW $\frac{1}{4}$ of the SE quarter of Sec. 30 in said Township and Range; thence E. 30 feet; thence N. 75 rods; thence NE 120 ft; thence N. 20 feet to the N. line of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Sec. 30 in said Township and Range; thence W. 142 feet, more or less to the place of beginning, containing 1 acre, more or less, in Linn County, Oregon.

ALSO, SAVING AND EXCEPTING therefrom the following described premises, to-wit:

The W $\frac{1}{2}$ of the E $\frac{1}{2}$ of Sec. 31, Township 11, S., R. 1 West of the Willamette Meridian in Linn County, Oregon, and containing 160 acres, more or less.

ALSO, SAVING AND EXCEPTING therefrom the following described premises, to-wit:

Beginning at the $\frac{1}{4}$ Section corner between Sections 30 and 31 in T. 11, S., R. 1 W. of the W.M., in Linn County, Oregon; and running thence N. along the center line of Sec. 30, 10.00 chains; thence E. 3.00 chains; thence S. 10.00 chains to the S. line of said section; thence W. 3.00 chains to the place of beginning, containing 3.00 acres, more or less, in Linn County, Oregon.

together with the right to extract and remove such minerals from said real property at any and all times after the date hereof, and also together with the right to prospect for and exploit the same and use sufficient of the surface therefor and the right to lay, maintain and operate pipe lines for oil and gas and the right to

100 621 88176

erect, maintain and operate telephone and telegraph lines with the right reserved to remove any building, machinery, pipelines or other property erected or placed on said land in connection therewith, doing no more damage to the surface of said land, than is necessary to develop and remove said oil or gas or minerals from said tract of land.

It is herein recited and understood between the parties that the consideration presently paid for this conveyance of gas, oil and mineral rights does not include compensation to the grantors, their successors or assigns for use of the surface of the said above described real property. And it is the intention of the parties that the grantees, their successors and assigns, shall have the rights above described concerning the use of the surface of the above described property, providing, however, that as a part of the consideration of this conveyance, it is agreed that the use by the grantees, their successors or assigns of any of the surface of the property or rights above described shall entitle the grantors, their heirs, successors or assigns to reasonable compensation for any damages caused to the surface of said property.

And it is further understood that such compensation shall include the reasonable market value of the surface area thus used at the time that the grantees, their heirs or assigns shall take possession thereof.

It is understood and agreed that the compensation to be paid by the grantees herein to the grantors, or their heirs or assigns respectively shall be determined either by agreement between the parties, or if no agreement can be reached, then each shall appoint one arbitrator and the two arbitrator's thus appointed will appoint a third. The three arbitrators will then proceed to assess the damage and value of the property and affix the amount of compensation to be paid, which amount shall be binding upon both parties and payment of which amount will be made immediately by the grantees, their heirs or assigns.

It is recited that on the same date that this deed is given that the grantees have leased the North one-half of the above described real property and that as a part of the consideration of this deed the grantees do hereby expressly covenant and agree that before drilling any well on the South half of the property above described, that is the property herein conveyed, that they will drill at least one well on the North half of said premises.

As a further part of the consideration herein, the grantors do hereby give and grant to the grantees a non-exclusive right-of-way of 30 feet in width for road purposes along the West side of the North half of the above described property running from the public road to the North line of the South half of the above property. It is understood and agreed that as a condition precedent to the use of said right-of-way, the grantees will install either a gate or cattle-guard sufficient to turn cattle at the North end of said right-of-way at the point of entry onto the public road.

It is recited that it is the intention of the parties hereto and the grantees to accept this conveyance with the understanding that the grantees, Jasper D. Turnidge and Margaret Turnidge, his wife, shall own their undivided one-half interest as tenants by the entirety and the grantees, Percy L. Turnidge and Cordelia

Page 2 - Contract
BARR - TURNIDGE

BOOK 244 PAGE 473

Turnidge, will own their undivided one-half interest as tenants by the entirety.

IN WITNESS WHEREOF, we have hereunto set our hands and seal this 18th day of April, 1955.

Elmer M. Barr

 ELMER M. BARR

Winona L. Barr

 WINONA L. BARR

Wm. R. Thonier

 WITNESSES TO THE MARK OF NELLIE BARR

Wm. R. Thonier

 WITNESSES TO THE MARK OF NELLIE BARR

STATE OF OREGON)
County of Linn)ss.

On this 18th day of April, 1955, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named ELMER M. BARR and WINONA L. BARR, husband and wife, who are known to me to be the identical individuals described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal the day and year last above written.



William R. Thonier

 Notary Public for Oregon
 My Comm. exps: 9/11/55

121379 225

State of Oregon,) ss.
 County of Linn)

I hereby certify that the within was received and duly recorded by me in Linn County Records

Book of _____ Decade _____
 Vol. 244 Page 473 on _____
 the 18th day of August 1955, at 1:20 o'clock P.M.

Wm. R. Thonier

 Notary of Linn County, Oregon

By _____ Deputy

book 244, page 471

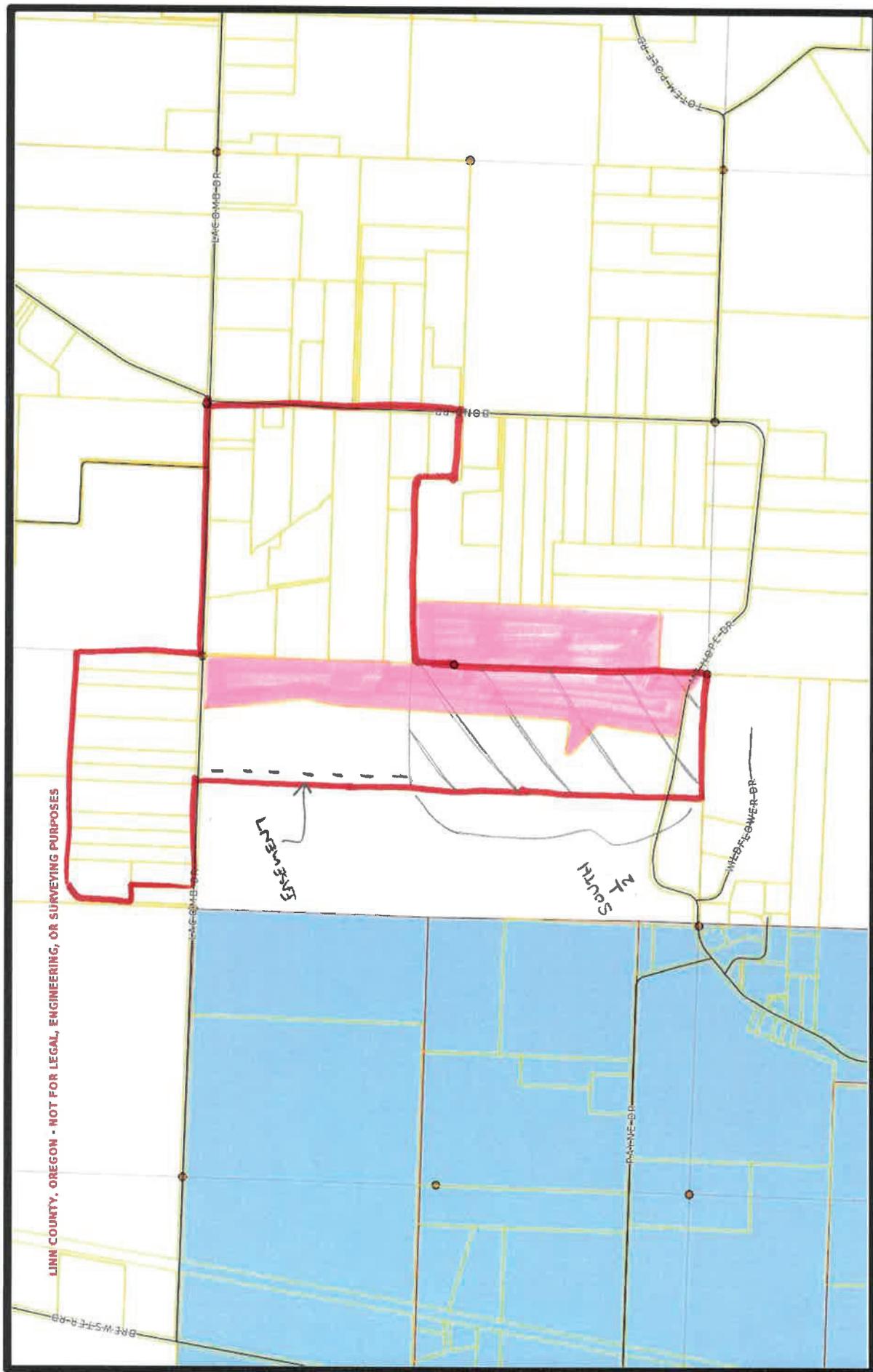


Exhibit B, Page 19 of 20

This product is for informational purposes only and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.

INCUMBENCY CERTIFICATE

Oregon Wetlands, L.L.C. (entity name as recorded with the Secretary of State,
Oregon)

I, Raymond Fiori (name of registered agent or authorized representative), do hereby
certify that:

1. I am the duly elected and acting Member (position) of
Oregon Wetlands, L.L.C. (entity name as recorded with the Secretary of State,
Oregon), a LLC (entity type) organized and existing in good standing under the laws
of the State of Oregon (the "Entity"); and
2. I have the authority to submit, on behalf of the Entity, this application for a permit to
conduct removal-fill within waters of the state (as evidenced by my signature on the
application) and to commit the Entity to comply with all resulting permit conditions,
including any mitigation obligations, resulting from the issuance of the permit.



_____, this 8th day of January, 2020
Signature of Registered Agent or Authorized Representative

**Exhibit C
Mitigation Plan**

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1. Bank Goals and Objectives

The South Santiam Mitigation Bank intends to apply a combination of restoration, enhancement and creation methods to establish a native Willamette Valley wet prairie ecosystem. The following section identifies broad Goals and each Objective identifies target components the sponsor intends to establish to support the respective Goals. The goals are illustrated with proposed topography and target habitats on figures included in Appendix M. Key features include vernal pools, wetland prairie, upland prairie, scrub/shrub and forested wetlands.

Table 1: Acreage, method, credit and classes

Method	Ratio	Acres	Credit	Existing HGM	Proposed HGM	Existing Cowardin	Proposed Cowardin
Restoration (1)	1:1	2.38	2.38	Upland	Flat	Upland	PEM
Enhancement (2)	2:1	92.02	46.01	Flat, Slope	Flat, Depressional, Slope	PEM	PEM, PSS, PFO
Creation (3)	1.5:1	2.70	1.80	Upland	Flat, Depressional, Slope	Upland	PEM
Buffer (4)	10:1	3.00	0.30	Upland	Upland	Upland, PFO	Upland, PFO
TOTAL		100.10	50.49				

Goal 1: Establish native wet prairie – vernal pool ecosystem

Objective:

A. Vegetation functions– dominated by a diversity of native species, significant forbs diversity with long flowering season, inclusion of available T&E species, minimize non-native cover, zero tolerance for invasives, and maximize open areas with non-woody cover.

B. Hydrology functions – maximize area meeting wetland criteria via creation, restoration & enhancement, design berm tops to meet wetland hydrology, pools are seasonal with varying hydroperiod, maximize storage/detention and treat incoming runoff.

C. Habitat functions – pools well interspersed with prairie, open prairie for grassland birds, nesting cover in close proximity to adjacent permanent water, topographic diversity to support diverse flora and fauna, and passive addition of large wood for herps as site matures.

D. Sustainability – graminoid buffer to minimize effects of surrounding land use, diverse plant assemblages for adaptability, minimize structures, and limit erosion.

Goal 2: Establish native scrub/shrub and forested ecosystem

Objective:

A. Vegetation functions– dominated by a diversity of native species, establish ≥ 6 woody species, manage for herbaceous layer in canopy openings, limit non-native cover, minimize invasive species, and increase canopy cover over time.

B. Hydrology functions – maximize area meeting wetland criteria via enhancement, varying hydroperiod for species diversity, increase storage/detention and treat incoming runoff.

C. Habitat functions – increase woody habitats for nesting/cover, establish diverse multi-layer canopy with herbaceous openings and provide for future recruitment of down woody debris

D. Sustainability – diverse plant assemblages for adaptability, allow natural woody species recruitment and establish herbaceous layer for future changes in canopy coverage.

Goal 3: Establish/maintain upland buffer

Objective:

A. Vegetation functions– dominated by a diversity of native species, significant forbs diversity with long flowering season, limit non-native cover, minimize invasive species, and maintain overstory species in existing forested area.

B. Habitat functions – refuge from saturated/inundated habitats, habitat connectivity to upslope forested habitats, increase habitat complexity and provide for recruitment of down woody debris and nesting cavities as the site matures.

C. Sustainability – diverse plant assemblages for adaptability, provide buffer habitat to reduce likelihood of invasion by non-native invasives and low maintenance cost after establishment period.

Goal 4: Sustain long-term functional gains

Objective:

A. Vegetation functions– preserve and enhance the plant communities by maintaining dominance of native plant species characteristic of each community and actively manage invasive species to maintain the above communities.

B. Hydrology functions – ensure the site continues to support water storage and purification functions to a similar extent as in the baseline report and maintain hydrologic conditions that support diverse wildlife habitats.

C. Habitat functions – utilize adaptive management as detailed in long-term management plan to maintain and enhance habitats.

D. Sustainability – Utilize conservation easement, long-term management plan, and funding agreement to protect and maintain the preserve in perpetuity to protect functions of site from inconsistent land uses.

The target Cowardin resource types (Figure 2B, Exhibit M) include:

- Palustrine Emergent: 87.60 acres
- Palustrine Scrub-Shrub: 4.50 acres
- Palustrine Forested: 5.00 acres

The target HGM resource types (Figure 2C, Exhibit M) include:

- Flat: 46.42 acres
- Depressional: 33.71 acres
- Slope: 16.97 acres

Acreage, credits, HGM and Cowardin classes are summarized in the Table 1 above and illustrated on Figures 2B and 2C, Exhibit M.

2. Site Selection

Factors considered during the site selection process were overall watershed needs, recognized priority restoration needed in the watershed and the ability to establish an ecologically self-sustaining aquatic resource.

The Willamette Valley historically contained extensive and diverse wetlands, ranging from wet prairies, shrub swamps, and forested wetlands to backwater sloughs, oxbow lakes, and permanent marshes. Research of historical vegetation literature indicates forested riparian areas once formed wide corridors that bordered river channels in a landscape mosaic of wetland prairies and upland savannas. Extensive bottomland riparian forests contained associations of Oregon ash (*Fraxinus latifolia*), black cottonwood (*Populus trichocarpa*), red alder (*Alnus rubra*), bigleaf maple (*Acer macrophyllum*), western willows (*Salix*) and Douglas fir (*Pseudotsuga menziesii*), wetland prairies hosted a variety of forbs and graminoids including sedges, rushes, flowering plants, and native grasses (Christy et al., 2011; Hulse et al. 1998). Most of these wetlands have been lost because of agricultural, urbanization, and flood control measures, and the few that remain have been highly modified. The existing riparian corridors are extremely narrow in most areas. Virtually all of the valley's remaining wetlands are degraded by human activities to some degree, and most are dominated by invasive, non-native vegetation.

The most recent estimates show that these native plant communities prior to Euro-American settlement occupied about 1,000,000 acres of prairie, with approximately 1/3 wet prairie and 2/3 upland prairie. (Altman et al. 2001; ODFW 2016; Christy et al., 2011) Today, less than 2% of these wet prairies remain (Vesely, D.A., 2010). Many have been altered by surrounding development, changes in hydrology, natural succession to shrub lands and forests, and invasion by non-native species. These factors are largely responsible for the selection of these habitats as priority habitats under the Oregon Conservation Strategy (ODFW 2016). Today, bottomland prairie grasslands are among the rarest of the native communities with over 97% converted to agricultural and urban uses.

Historically, significant losses of HGM Flats and Cowardin PEM class wetlands occurred in the watershed and throughout the Willamette Valley. Current estimates of the Cowardin land cover categories in the Willamette Valley define Cowardin PEM class as the largest land coverage area within metropolitan areas and the majority of wetland historically lost within the watershed occurs primarily within metropolitan areas. The largest loss by HGM class was more than 3,000 acres of Flats HGM (50.77 %) with depressional wetland types contributing 1,516 acres (25.56 %) (Morlan, J, et al., 2010). The once abundant bottomland prairie representing the rarest of the native wetland plant communities has lost 99% of the pre-settlement area (Christy, et al., 2011).

The South Santiam Watershed Council identified wetlands and the services they provide as a key concern in the Watershed Assessment (1999). Wetland habitat in the region has been converted to agriculture and rural adjacent use. As a result, the remaining wetlands in the watershed are scattered and disconnected with few connected to the mainstem river system or its tributaries. Similarly, a goal of the South Santiam Watershed Council Action Plan (2017) related to water

quality with one strategy to reduce sediment and nutrient loading. Another goal was to focus on threatened native upland habitats by identifying opportunities for habitat enhancement that included wet prairies as a priority. The new bank is designed to improve water quality and native prairie habitat.

Prior to European/American settlement in the Willamette Valley, prairies were the dominant habitat type. As part of the plan to restore lost prairie habitat, the U.S. Fish and Wildlife Service developed The Recovery Plan for listed prairie species of Western Oregon and Southwestern Washington. The plan includes Fender's blue butterfly, Bradshaw's lomatium, Willamette daisy, Kincaid's lupine, Nelson's checkermallow, and golden paintbrush (USFWS, 2010). The following listed species occur in the Willamette Valley and the South Santiam Bank site will be assisting recovery efforts by planting these species.

- Willamette Daisy – remaining populations are at risk from habitat loss or fragmentation, non-native species invasion, tree and shrub encroachment, and elimination of natural disturbance regimes.
- Bradshaw's Lomatium - Habitat for this species includes seasonally saturated wetlands and valley bottom prairie that is dominated by tufted hairgrass (*Deschampsia caespitosa*). Both of these habitat types were once widespread in the Willamette Valley, and are now extremely rare. Remaining populations are at risk from habitat loss or fragmentation, non-native species invasion such as reed canary grass, tree and shrub encroachment, and elimination of natural disturbance regimes.
- Nelson's Checkermallow - remaining populations are at risk from habitat loss or fragmentation, non-native species invasion, tree and shrub encroachment, and elimination of natural disturbance regimes.

The South Santiam Mitigation Bank is designed to provide high quality habitat and expand the recovery opportunities for rare species known to be present in the Willamette Valley. USFWS (Thomas Brumbelow) is providing seed from genetically appropriate stocks of Bradshaw's desert parsley and Willamette daisy to be included in wet prairie seed mix (table 3). In addition, seed will be collected from onsite population of Nelson's checkermallow and included in wet prairie seed mix.

The ODFW Conservation Strategy goals are to maintain healthy fish and wildlife populations by identifying specific areas with the highest likelihood of sustainable ecological benefit. The recommendations in the Oregon Conservation Strategy include use of cooperative programs such as wetlands restoration and wetland mitigation banking to manage water allocation and wetland habitats, restoration of riparian buffers and additional wetlands to increase filtering capacity and use revegetation and other means to establish and maintain healthy plant communities that are relatively resistant to invasion and that also meet other land use objectives (Oregon Conservation Strategy, 2016).

The South Santiam bank site is located within the ODFW Onehorse Slough-Beaver Creek (#083) Conservation Opportunity Area. Further ecological connectivity exists between the bank site and the riparian corridor of Onehorse Slough located approximately 800 feet to the east (figure 4, exhibit M). The land between the bank and One Horse Creek is not formally protected but it

provides a connectivity corridor to the South Santiam River located approximately 2 miles northwest.

The ODFW Conservation Strategy prioritized key conservation issues for conserving fish and wildlife. The Conservation Strategy identifies the following conservation priorities that align with the bank mitigation plan.

- Maintain and enhance wetlands, ponds, and associated uplands to support western pond turtle and
- Maintain or restore riparian habitat and ecological function; ensure sufficient habitat complexity for wildlife
- Maintain watershed function and wildlife habitat by maintaining/enhancing water quality and controlling invasive species
- Protect and enhance existing oak woodland, oak savanna and grassland habitats
- Restore or maintain wet prairie painted turtle habitat.

Specifically, the site is located within ODFW Conservation Opportunity Area (COA) #083 with recommended conservation actions including:

- Control key non-native Species
- Maintain and enhance wetlands, ponds, and associated uplands to support western pond and painted turtle habitat
- Maintain large oaks with open understories
- Maintain natural water flow patterns and streamside vegetation for yellow-legged frogs; protect from other impacts at priority breeding sites
- Maintain wetland habitat and adjacent woodlands for red-legged frogs.

The mitigation site will be able to respond to each of the above actions. Although large oaks are present in the upland buffer area at the south end of the site, the oaks are mixed with a variety of Douglas fir and other tree species. Consequently, the mixed tree species limit opportunity for an open understory.

The site lies in a landscape position formed as an alluvial floodplain overlain by a mosaic of upland and wetland prairies and riparian forested areas bordering a network of rivers and tributaries. The proposed bank site was selected because of its ability to replace targeted wetland services such as water storage, water quality and terrestrial and aquatic habitat (2) connectivity to important riverine ecosystems, (3) the ability to replace aquatic resources that have been historically lost or degraded in the watershed, (4) the need for replacement of wet prairie ecosystems in the Willamette Valley, (5) the ability of the site to be self-sustaining with minimal long term maintenance needs, and (6) the site's connectivity with priority conservation areas. The site is connected to important riparian habitat associated with Onehorse Slough. These connections will improve valuable wildlife, amphibian and bird habitat functions. The wetland functions and services discussed in the preceding sections are uniquely associated with these native wet prairie ecosystems

Contaminants are not known to be present on the site. The site has been farmed for decades and conventional agricultural chemicals were most likely used according to label instructions and as such residual should be minimal.

The bank may provide out-of-kind replacement in situations where the bank is replacing wetland functions and values that address problems identified in the watershed or replaces important wetland types lost in the watershed. For example, out-of-kind replacement may be appropriate when impact sites have low functions and values because the bank is providing a high function/value prairie habitat that represents a watershed priority type. Conversely, some impacts with high value scores may not be approvable because the bank cannot match the lost high value wetland.

The following tables define the expected gains of wetland functions and services.

Table 2: ORWAP scores for existing and post-construction conditions

Function Category	Pre Ratings				Post Ratings			
	Function	Rating Break Proximity	Values	Rating Break Proximity	Function	Rating Break Proximity	Values	Rating Break Proximity
Water Storage & Delay (WS)	Moderate	LM	Higher		Moderate		Higher	
Sediment Retention & Stabilization (SR)	Lower	LM	Higher	MH	Moderate		Higher	MH
Phosphorus Retention (PR)	Lower	LM	Moderate		Moderate	LM	Lower	
Nitrate Removal & Retention (NR)	Lower	LM	Higher		Moderate		Higher	
Anadromous Fish Habitat (FA)	Lower		Lower		Lower		Lower	
Resident Fish Habitat (FR)	Lower		Lower		Lower		Lower	
Amphibian & Reptile Habitat (AM)	Higher	MH	Moderate	MH	Higher		Moderate	MH
Waterbird Nesting Habitat (WBN)	Higher		Moderate		Higher		Moderate	
Waterbird Feeding Habitat (WBF)	Moderate		Higher		Higher		Higher	
Aquatic Invertebrate Habitat (INV)	Lower		Moderate		Higher	MH	Moderate	
Songbird, Raptor, Mammal Habitat (SBM)	Lower		Higher		Moderate	MH	Higher	
Water Cooling (WC)	Moderate	MH	Moderate		Higher		Lower	
Native Plant Diversity (PD)	Lower		Lower		Higher		Higher	
Pollinator Habitat (POL)	Moderate		Higher		Higher	MH	Higher	
Organic Nutrient Export (OE)	Moderate	MH			Moderate	MH		
Carbon Sequestration (CS)	Lower				Moderate	LM		
Public Use			Lower				Moderate	

Function ratings for existing and expected bank conditions are based on ORWAP version 3.1. After construction, changes to site conditions are expected to improve ecological functions. After the bank is established and site conditions are stable, a new functional assessment will be completed. Subsequently, functional assessments may be updated to reflect evolution of the site. Full ORWAP scores are on file at DSL.

Table 3: Grouped Scores for Post-Construction Functions

GROUPS	Selected Function	Function Rating	Rating Break Proximity	Values Rating	Rating Break Proximity
Hydrologic Function (WS)	Water Storage & Delay (WS)	Moderate		Higher	
Water Quality Support (SR, PR, or NR)	Sediment Retention & Stabilization (SR)	Moderate		Higher	MH
Fish Habitat (FA or FR)	Anadromous Fish Habitat (FA)	Lower		Lower	
Aquatic Habitat (AM, WBF, or WBN)	Waterbird Feeding Habitat (WBF)	Higher		Higher	
Ecosystem Support (WC, INV, PD, POL, SBM, or OE)	Native Plant Diversity (PD)	Higher		Higher	

Results from the post-construction ORWAP functional assessment (Tables 2 and 3 above) document the following:

Water Storage and Delay:

Direct precipitation and overland flow from the hillside south of the site provide hydrology. Surface flow enters the site in ditches along the south end of the site as indicated on Figure 3, Exhibit M. Planned modifications include plugging or regrading ditches, berms restricting flow will be removed, and the site graded to introduce microtopographic variation. The result will be increased hydroperiod, and varying depths of surface water storage to increase diversity of both plant assemblages and wildlife habitats. Surface flow will continue to enter mostly at the south end and exit the site in a similar fashion to pre-construction. After construction, once soils are saturated, pools are full, and berms are at full capacity, additional hydrology will flow off-site as it currently does. The proposed mitigation plan will slow the volume of water that flows off the site. Flat landform, with improved microtopographic variation, denser ground cover, larger ponded areas and constricted outlet will increase friction to delay runoff and increase water storage.

Water Quality Support:

The site is designed to maximize the potential to improve water quality. Stormwater will no longer flow unimpeded off the mitigation site in ditches. Instead, stormwater will be allowed to flow overland across the site and be retained in large vegetated depressions and retained behind low berms. Site design will increase the effectiveness to intercept and filter suspended inorganic sediments, reduce runoff energy, reduce erosion and stabilize the soil. Re-establishment of natural wetland microtopography and native wetland vegetation will facilitate interception and stabilization of sediment. Similarly, elimination of soil disturbance and establishment of year-round native plant cover will facilitate phosphorus retention and nitrogen removal.

Sediment Retention and Stabilization:

Filling ditches will improve the amount of sediment retained and increase the capability to slow erosive forces. Removal of the major ditches, construction of low berms, excavation of shallow vernal pools and re-grading will increase the capacity of the site to slow runoff and retain sediment. Stems and leaves of denser year-round groundcover will filter suspended sediment and reduce erosive forces. The site's position in the landscape and large contributing area relative to site size provides a value opportunity for sediment retention.

Phosphorus Retention:

Planned improvements to retain water will increase the site's effectiveness to retain phosphorus. Phosphorus commonly adsorbs to inorganic sediments and longer residence time improves phosphorus retention. Values typically change very little between pre- and post-mitigation because they rely mostly on position in the landscape and not the site. However, value scores decreased for Phosphorus retention post-construction. Stressor scores explain why the values changed. The pre-project wetland had higher stressor scores for ditching, fertilization, & pesticides causing the existing wetlands to have a higher value score.

Nitrate Removal and Retention:

Site design will decrease the runoff rate to improve nitrogen removal and facilitate denitrification. Site improvements that will retain nitrogen provide valuable services to protect downstream property and communities.

Amphibian & Reptile Habitat:

Submerged vegetation planned in the vernal pools will provide shelter, egg-laying sites and abundant algae and invertebrates for amphibians. Although the more than 30 acres of ponds on adjacent land are not formally protected, the ponded habitat will contribute habitat value as long as they exist.

Waterbird Nesting Habitat:

A landscape of large open wetland areas and ponded depressions will increase waterbird diversity, abundance, suitable nesting habitat, and nesting success. Vegetation cover within the site, low disturbance after the bank is established and nearby perennial water sources are all major contributors. The opportunity for public viewing, although limited, will increase the Value score of this function.

Waterbird Feeding Habitat:

Large open wetland fields interspersed with vernal pools vegetated with diverse native vegetation will support an abundance of feeding waterbirds. Nearby perennial water sources utilized for roosting will further contribute to utilization. The presence of species of conservation concern contributes to regional biodiversity and the ability for hunting and bird-watching increases functional value.

Aquatic Invertebrate Habitat:

The abundance of native plant diversity and complexity, and increased water storage capacity will support a variety of freshwater invertebrates.

Songbird, Raptor, and Mammal Habitat:

The patchiness created by a mosaic of forest and shrub plant communities is designed to support an abundance and diversity of songbirds, raptors, and mammals. Large open areas will support grassland birds. Value scores also improve as a result of providing favorable habitat for rare species such as streaked horned lark, bald eagle, Pacific pond turtle and painted turtle.

Native Plant Diversity:

Planting and maintaining the broad flat prairie and vernal pool depressions will provide opportunities for native plant communities with high species richness. Establishment of native rare plants will increase the Value score.

Pollinator Habitat:

Native plant diversity and species richness will ensure support for pollinators like bees, wasps, butterflies, moths, flies, and beetles. The combination of native wetland and upland plant communities will increase the opportunities for pollinator host plants, nectar and nesting.

Water Cooling:

Currently, water flows off the site through a system of ditches. Planned changes will reduce runoff, improve site microtopography and increase water storage. Removal of the ditch network in combination with the vernal pools will increase the site's ability to slow the rate of runoff and allow groundwater recharge and support summer baseflow. However, pre-project ditch flow was considered to persist more than 9 months/year and post-project flow will be less than 9 months. The change in outflow duration causes value scores for water cooling to drop after construction. Value scores typically change little because of mitigation construction. Values are related to a site's position in the landscape representing the opportunity to perform the function. In this case, removing the ditches causes a lower value score post-construction.

Public Use and Recognition:

Designation of the site as an approved compensatory wetland mitigation site along with the increase in ponded water and use of the wetland for education and research will increase the site's public use and recognition value.

Scores shown in Table 4 for existing and post-construction conditions illustrate the ecological improvements expected after the bank is constructed.

Table 4: Comparison of normalized Function and Value Scores

Normalized Scores						
Specific Functions or Values:	Function Score - Existing	Function Score - Proposed	Comparison	Value Score - Existing	Value Score - Proposed	Comparison
Water Storage & Delay (WS)	4.21	5.85	<i>Increase</i>	7.50	7.50	<i>same</i>
Sediment Retention & Stabilization (SR)	3.00	5.50	<i>Increase</i>	5.97	5.97	<i>same</i>
Phosphorus Retention (PR)	3.04	3.29	<i>Increase</i>	4.46	2.81	<i>decrease</i>
Nitrate Removal & Retention (NR)	3.30	4.71	<i>Increase</i>	10.00	10.00	<i>same</i>
Anadromous Fish Habitat (FA)	0.00	0.00	<i>same</i>	0.00	0.00	<i>same</i>
Resident Fish Habitat (FR)	0.00	0.00	<i>same</i>	0.00	0.00	<i>same</i>
Amphibian & Reptile Habitat (AM)	7.37	7.92	<i>Increase</i>	6.67	6.67	<i>same</i>
Waterbird Nesting Habitat (WBN)	7.59	8.32	<i>Increase</i>	2.83	2.83	<i>same</i>
Waterbird Feeding Habitat (WBF)	4.63	9.93	<i>Increase</i>	10.00	10.00	<i>same</i>
Aquatic Invertebrate Habitat (INV)	3.66	7.30	<i>Increase</i>	4.66	4.66	<i>same</i>
Songbird, Raptor, Mammal Habitat (SBM)	2.58	5.37	<i>Increase</i>	10.00	10.00	<i>same</i>
Water Cooling (WC)	4.50	6.44	<i>Increase</i>	4.06	0.00	<i>decrease</i>
Native Plant Diversity (PD)	0.00	8.38	<i>Increase</i>	0.00	10.00	<i>increase</i>
Pollinator Habitat (POL)	4.41	7.34	<i>Increase</i>	8.66	8.66	<i>same</i>
Organic Nutrient Export (OE)	6.68	6.58	<i>Decrease</i>			
Carbon Sequestration (CS)	2.24	4.10	<i>Increase</i>			
Public Use & Recognition (PU)				2.92	4.69	<i>increase</i>

An evaluation of potential constraints that could limit the achievement of intended wetland functions and values identified the following issues:

- Lacombe Drive bordering the North side of the site has potential to introduce contamination, trash, and/or invasive species.
- Extensive waterfowl use on adjacent wetlands and surrounding fields could be a source of invasive weed seeds.
- Farming in the vicinity has the potential for pesticide spray to drift over the mitigation area.
- Major hydrology sources are derived from upslope runoff which enters the site through culverts and ditches associated with Mount Hope Road, and through neighboring fields to the southeast.

The following actions are available to deal with potential problems:

- Problems introduced by traffic along Lacombe Drive will be minimized by the large drainage ditch in right of way (ROW) that will capture most of the trash, invasive plants or other contamination. The Lacombe Drive ditch is maintained by Linn County Road Department.
- Weeds associated with adjacent lands and waterfowl movements will be monitored closely during the establishment phase. Graminoids only will be utilized around the perimeter of the site to provide broadleaf specific control options, while spot treatments

will be utilized to eliminate any aggressive non-natives. Once native vegetation is fully established, encroachment will be very limited and addressed through long-term management.

- Pesticide drift problems are rare but would be caused by negligent spray applications with the licensed herbicide applicator responsible for related losses.
- The site has significant hydrology with multiple point sources entering from the south and southeast (figure 3, exhibit M). Ditches and culverts along Mount Hope road are unlikely to change based on topography and would require regulatory permitting to impact. Hydrology sources to the southeast flow through pasture lands. These waters flow through natural swales as opposed to managed ditches. Based on past and present land uses, natural topography, and low input agricultural system, these sources are highly unlikely to be altered.

3. Existing Conditions

Prior to pre-European settlement in the mid-1800s, the South Santiam site was a seasonally wet prairie community (Christy et al, 2011) with upland prairie, shrub swamp and woodland plant communities nearby. Research by The Pacific Northwest Ecosystem Research Consortium determined that historic vegetation on the site and surrounding areas included tufted hairgrass and Roemer fescue with an oak-Douglas fir woodland plant community on the hillside above the site (Hulse, D, et. al. 2002).

The South Santiam Mitigation Bank site lies on a gently sloping terrace above the alluvial floodplain of the Willamette River on the east side of the valley. Farming, primarily grass seed cultivation, has affected most of the site since the early 30's. An extensive ditch network accelerates runoff to the north end of the site. The site's farming history includes many generations of ditching and crowning to facilitate drainage and increase productivity. Prior to introduction of farming, overland flow was allowed to meander downhill across the entire length of the site. Once farming activities began, a network of ditches and berms was constructed to effectively drain the site and facilitate agricultural production. Voluntary restoration efforts targeted adjacent property to the west, as this area was the most difficult to drain, and subsequently produced the lowest agricultural returns. This allowed much of the water entering the site to be channelized and routed northwest offsite through restored wetlands or to the northeast.

Recent cultivated crops have been predominantly tall fescue and annual rye. Woody species in the forest area include Oregon white oak (*Quercus garryana*), Oregon ash (*Fraxinus latifolia*), bigleaf maple (*Acer macrophyllum*), vine maple (*Acer circinatum*), snowberry (*Symphoricarpos albus*), and hazelnut (*Corylus cornuta*). Hedge rows contain a variety of native and non-native woody vegetation including hawthorn, western willows (*Salix*), red osier dogwood (*Cornus sericea*), and Nootka rose (*Rosa nutkana*).

The entire wetland portion of the proposed mitigation area is identified as hydric soil with more than 97% of the site covered by poorly drained soils consisting of Dayton silt loam or Awbrig silty clay loam soil types (Figure 5, Exhibit M). Four soil types are mapped by the National Resource Conservation Service on the site:

- Dayton silt loam (poorly drained and hydric) covers more than 96 acres of the mitigation area.
- Awbrig silty clay loam (poorly drained and hydric) covers several small areas along the east side of the site totaling approximately 0.3 acres.
- Philomath cobbly silty clay, 3-12% slopes covers approximately 1 acre in the upland area at the south end of the site.
- Dixonville silty clay loam, 3-12% slopes covers approximately 1.7 acres of upland in the southwest corner of the mitigation area.

The entire site covers more than 100 acres. Habitat proposed for mitigation treatment includes approximately 97 acres of wetland mitigation with the balance of the site comprised of an upland protective buffer at the south end.

The approved wetland delineation map (Figure 6, Exhibit M) shows existing wetland areas that include: HGM Flats Class; Slope Class; and Depressional Class. Cowardin Classes include: Palustrine emergent (PEM), Palustrine scrub-shrub (PSS), and Palustrine forested (PFO).

The following describes the water source (Figure 7, Exhibit M), duration and frequency of saturation for wetlands on the bank site, and evidence that the water source is sustainable.

- Water source is precipitation and overland flow from upgradient subbasin.
- Duration of hydrology is typically October through May, sometimes extending into June.
- Frequency of inundation is tied to rain events with inundation typically occurring multiple times per month from December through March.
- More than 90% of the site is saturated continuously through March and often into May during normal precipitation years.
- Evidence of sustainability is the presence of a 300-acre hillside upgradient from the site along with the site's 100-acre footprint that catches rainfall.

Prior to modifications related to farming practices (Figure 7, Exhibit M), water flowed unimpeded across the site and exited as sheet flow and in shallow swales on the west side, north end and along the eastern boundary. Farming practices introduced an extensive network of ditches and berms and channelized flow into discreet channels to facilitate drainage and reduce saturation.

4. Mitigation Work Plan

The mitigation work plan outlines the steps to convert the site from agricultural production to a highly functioning wetland ecosystem and associated habitats. Drawings included in Exhibit M provide scaled site plans showing project boundaries, existing and proposed wetland boundaries, restoration, creation/establishment and enhancement areas and buffers. Existing and proposed contours, cross sections, access and staging areas are shown in Exhibit K Grading Plan.

- a) Site preparation began in fall 2017 with a buyout of existing farm lease and spray out with broad-spectrum herbicide. The site was sprayed multiple times during the 2018 growing season to eliminate existing seed bed. Spot spraying was utilized to target non-native species and reduce cover in areas not previously in agricultural production around the borders. This process will continue throughout the 2019 growing season, with a final

broad-spectrum herbicide treatment 7-10 days after final seeding. The planting plan was designed to allow for both selective broadleaf and grass specific weed treatments in the early years of establishment. This will be coupled with many passes across the site annually to spot spray or hand pull undesirable species, with methods used based on effectiveness of control for a given species.

- b) Construction will begin as soon as conditions allow in summer 2019, with an estimated start date of July 1, 2019. Initial work will remove brush line between former tax lots 401 and 101 in southern section of site to provide contiguous prairie, retaining the few larger oak trees. Brush will also be cleared in NE corner to establish herbaceous vegetation and remove several volunteer cottonwood trees in farmed wetland to discourage establishment in prairie areas. During grading, the top most layer of soil, including residual organic matter will be stock piled at the toe of existing berms along western boundary to be placed on top of finished grade. The next 6" of excavated material which will be comprised of topsoil will be stock piled and redistributed across all excavated areas after grading and incorporated into soil profile. Initial grading for the footprints of low berms will follow this initial stage, then a ~12" deep core trench will be cut in center of footprint until heavy clay with adequate moisture is reached. Core trench will be backfilled utilizing heavy clay with proper moisture content and heavily compacted with loaded 623 Scraper to prohibit subsurface lateral flow. These same soil characteristics will be spec'd for ditch filling and constructing compacted core of berms. Course grading will follow with the majority of material being re-distributed throughout site to fill ditches, construct berms and reduce water depths at full pool. Stockpiled top soil will be redistributed in excavated areas and used to top dress all fill areas. All disturbed areas will be disked and harrowed to break up compaction and prepare seed bed for final seeding. Equipment utilized: Dozers, excavators, scrapers, tractors, pull behind scraper, dump trucks, disk, harrow, and grader.
- c) Proposed water sources will not change. Surface flows, shallow subsurface flow and direct precipitation are the existing water sources and the proposed water sources will not change. Figure 3 shows inlets of known waterways conveyed from upgradient fields, which will be spread out as sheet flows after entering bank site. In addition, the site design will improve retention of water by removing existing berms and ditches.

The proposed planting plan species list is included in Tables 3-10 for each planting area, and the planting plan map is included in Figure 9. Species composition and seeding rates may vary based on actual 2019 yields. The seeding mixes are based on habitat type, anticipated hydrologic regime, and desired habitat complexity, with many species included that are highly adaptable to a diversity of habitats. The overall planting plan includes over 80 native species known to occur within the bank habitats that are either commercially available, or collectable on other Oregon Wetlands (OW) properties. To expand population of listed plant species, USFWS is providing seed from genetically appropriate stocks of Bradshaw's desert parsley and Willamette daisy to be included in wet prairie seed mix. In addition, seed will be collected from onsite population of Nelson's checkermallow and included in wet prairie seed mix. To reduce the risk of erosion, all berms and areas of filled ditches will be seeded both with the wetlands forbs mix and graminoid mix to ensure rapid germination with seeding rates above 60 seeds/ft². Seeding will occur in fall

after adequate rainfall has occurred for final germination of existing seedbank, utilizing Oregon Wetlands LLC no-till drill.

In order to maintain open prairie conditions on the majority of the site woody plantings will be limited to the northern section of the site. Plantings will complement adjacent woody habitats, provide a screen along Lacombe drive and increase site diversity. Planting design includes a forested area along the northern border which transitions into a scrub-shrub area comprised of multiple species of known wetland plants found in adjacent habitats. The herbaceous layer will be no-till drilled with understory seed mix, and woody plants will be hand planted in early winter on rows 8' wide running north/south with each plant 3.5' apart within rows for overall density of approximately 1,555 plants/ac. The scrub-shrub area will be entirely composed of lower stature species while the forested area will have a similar shrub understory with every fourth plant in each row being an overstory tree species. Planting and seeding specifications will be further documented in post construction report.

Table 5: Vernal pool/Emergent seed mix

Vernal pool/Emergent (16 acres)			
Species/Variety		Indicator	
Common Name	Latin Name	Status	Grams/ac
Water plantain	<i>Alisma subcordatum</i>	OBL	37.4
Slim-leaf Onion	<i>Allium amplexans</i>	NOL	28.1
Sloughgrass	<i>Beckmannia syzigachne</i>	OBL	74.1
Dense Sedge	<i>Carex densa</i>	OBL	19.5
One-sided Sedge	<i>Carex unilateralis</i>	FACW	7.2
Downigia	<i>Downingia elegans</i>	OBL	10.1
Needle spikerush	<i>Eleocharis acicularis</i>	OBL	16.1
Dense Spike-primrose	<i>Epilobium densiflorum</i>	FACW	23.2
Western mannagrass	<i>Glyceria occidentalis</i>	OBL	79.0
Bractless hedgehyssop	<i>Gratiola ebracteata</i>	OBL	20.0
Willamette Gumweed	<i>Grindelia integrifolia</i>	FACW	7.2
Rice cutgrass	<i>Leersia oryzoides</i>	OBL	82.3
Meadow Deervetch	<i>Lotus pinnatus</i>	FACW	75.9
Cutleaf silverpuffs	<i>Microsteris (Phlox) gracilis</i>	FACU	47.5
Monkeyflower	<i>Mimulus guttatus</i>	OBL	0.2
Narrow-leaf Miners Lettuce	<i>Montia linearis</i>	FAC	27.9
Fragrant popcorn flower	<i>Plagiobothrys figuratus</i>	FACW	44.8
Straightbeak Buttercup	<i>Ranunculus orthorhyncus</i>	NOL	69.6
Western Burnet	<i>Sanguisorba annua (occidentalis)</i>	NOL	40.7

Softstem bulrush	Schoenoplectus tabernaemontani	OBL	39.5
Small-fruit bulrush	Scirpus microcarpus	OBL	39.5
Rufous bulrush	Scirpus pendulus	OBL	4.0
White brodiaea	Triteleia hyacinthina	FAC	29.7

Table 6: Vernal pool/Wet prairie seed mix

Vernal pool/Wet Prairie (17 acres)			
Species/Variety		Indicator	
Common Name	Latin Name	Status	Grams/ac
Slim-leaf Onion	Allium amplexans	NOL	28.1
Showy Milkweed	Asclepias speciosa	FAC	82.3
Slough grass	Beckmannia syzigachne	OBL	37.1
Great Camas (tall)	Camassia leichtlinii	FACW	79.2
Dense Sedge	Carex densa	OBL	38.9
Sawbeak Sedge	Carex stipata	OBL	34.7
One-sided Sedge	Carex unilateralis	FACW	18.0
Downingia	Downingia elegans	OBL	5.1
Dense Spike-primrose	Epilobium densiflorum	FACW	11.6
Large-leaves Avens	Geum macrophyllum	FAC	13.0
Bractless hedgehyssop	Gratiola ebracteata	OBL	10.0
Willamette Gumweed	Grindelia integrifolia	FACW	31.0
Dagger-leaved Rush	Juncus ensifolius	FACW	0.4
Poverty rush	Juncus tenuis	FAC	0.1
Bare-stem Lomatium	Lomatium nudicaule	FACU	50.0
Meadow Deervetch	Lotus pinnatus	FACW	75.9
Spanish clover	Lotus unifoliolatus (L. purshianus)	FACU	22.2
Large-leaf Lupine	Lupinus polyphyllus	FAC	98.8
Mountain tarweed	Madia glomerata	FACU	7.3
cutleaf silverpuffs	Microsteris gracilis	FACU	23.7
Monkeyflower	Mimulus guttatus	OBL	0.4
Narrow-leaf Miners Lettuce	Montia linearis	FAC	33.5
Fragrant popcorn flower	Plagiobothrys figuratus	FACW	22.4

Straightbeak Buttercup	Ranunculus orthorhyncus	NOL	27.8
Willow Dock	Rumex salicifolius	FACW	37.7
Western Burnet	Sanguisorba annua (occidentalis)	NOL	8.1
Oregon Saxifrage	Saxifraga oregana	FACW	1.4
Small-fruit bulrush	Scirpus microcarpus	OBL	11.5
Rufous bulrush	Scirpus pendulus	OBL	4.0
Nelson's checkermallow	Sidalcea nelsonii	FAC	39.5
Hall's Aster	Symphotrichum (Aster) hallii	NOL	1.1
White brodiaea	Triteleia hyacinthina	FAC	14.8
Meadow deathcamas	Zigadenus venenosus	FACU	12.3

Table 7: Wet prairie seed mix

Wet prairie (40 acres)			
Species/Variety		Indicator Status	Grams/ac
Common Name	Latin Name		
Yarrow	Achillea millefolium	FACU	7.0
Slim-leaf Onion	Allium amplexans	NOL	5.6
Showy Milkweed	Asclepias speciosa	FAC	82.3
Great Camas (tall)	Camassia leichtlinii	FACW	108.0
Common camas	Camassia quamash	FACW	39.5
Dense Sedge	Carex densa	OBL	38.9
Chamisso Sedge	Carex pachystachya	FAC	21.8
Pointed Broom Sedge	Carex scoparia	FACW	15.4
Sawbeak Sedge	Carex stipata	OBL	34.7
One-sided Sedge	Carex unilateralis	FACW	18.0
Farewell-to-Spring	Clarkia amoena	NOL	19.1
Small-flowered Godeti	Clarkia purpurea ssp quadrivulnera	NOL	10.5
Large-flowered Collomia	Collomia grandiflora	NOL	48.7
Dense Spike-primrose	Epilobium densiflorum	FACW	11.6
Willamette daisy	Erigeron decumbens var. decumbens	NOL	29.9
Oregon sunshine	Eriophyllum lanatum	NOL	16.9

Large-leaves Avens	<i>Geum macrophyllum</i>	FAC	13.0
Willamette Gunweed	<i>Grindelia integrifolia</i>	FACW	31.0
Dagger-leaved Rush	<i>Juncus ensifolius</i>	FACW	0.4
Poverty rush	<i>Juncus tenuis</i>	FAC	0.1
Bradshaw's desertparsley	<i>Lomatium bradshawii</i>	FACW	33
Bare-stem Lomatium	<i>Lomatium nudicaule</i>	FACU	50
Spanish clover	<i>Lotus unifoliolatus</i> (L. <i>purshianus</i>)	FACU	22.2
Large-leaf Lupine	<i>Lupinus polyphyllus</i>	FAC	98.8
riverbank lupine	<i>Lupinus rivularis</i>	FAC	68.3
Woodrush	<i>Luzula comosa</i>	FAC	5.2
Showy Tarweed	<i>Madia elegans</i>	NOL	9.3
mountain tarweed	<i>Madia glomerata</i>	FACU	7.3
cutleaf silverpuffs	<i>Microseris laciniata</i>	FACU	31.2
Slender-leaved Microseri	<i>Microsteris gracilis</i>	FACU	23.7
Narrow-leaf Miners Lettuce	<i>Montia linearis</i>	FAC	33.5
Oregon Yampah	<i>Perideridia oregana</i>	NOL	40.5
Fragrant popcorn flower	<i>Plagiobothrys figuratus</i>	FACW	22.4
Rosy Plectritis	<i>Plectritis congesta</i>	FACU	15.1
Slender Cinquefoil	<i>Potentilla gracilis</i>	FAC	20.9
Self-heal	<i>Prunella vulgaris</i> var <i>lanceolata</i>	NOL	49.4
Western Buttercup	<i>Ranunculus occidentalis</i>	FACW	19.8
Straightbeak Buttercup	<i>Ranunculus</i> <i>orthorhyncus</i>	NOL	27.8
Willow Dock	<i>Rumex salicifolius</i>	FACW	37.7
Western Burnet	<i>Sanguisorba annua</i> (<i>occidentalis</i>)	NOL	8.1
Oregon Saxifrage	<i>Saxifraga oregana</i>	FACW	1.4
Meadow Checkermallow	<i>Sidalcea campestris</i>	FACU	39.5

Nelson's checkermallow	<i>Sidalcea nelsonii</i>	FAC	39.5
Idaho blue-eyed grass	<i>Sisyrinchium idahoense</i>	FACW	27.2
Hall's Aster	<i>Symphotrichum (Aster) hallii</i>	FACU	1.1
Meadow Goldenrod	<i>Solidago elongata</i>	NOL	4.3
Narrowleaf Mule's Ear	<i>Wyethia angustifolia</i>	FACU	59.5
Meadow deathcamas	<i>Zigadenus venenosus</i>	FACU	12.3

Table 8: Upland prairie buffer seed mix

Upland prairie buffer (3 acres)			
Species/Variety		Indicator Status	Grams/ac
Common Name	Latin Name		
Yarrow	<i>Achillea millefolium</i>		7.0
Common Fiddleneck	<i>Amsinckia menziesii</i>		56.2
Western Red Columbine	<i>Aquilegia formosa</i>		54.9
Great Camas (tall)	<i>Camassia leichtlinii</i>		79.2
Farewell-to-Spring	<i>Clarkia amoena</i>		38.3
Small-flowered Godeti	<i>Clarkia purpurea</i> ssp <i>quadrivulnera</i>		10.5
Large-flowered Blue-eyed Mary	<i>Collinsia grandiflora</i>		42.5
Large-flowered Collomia	<i>Collomia grandiflora</i>		48.7
Oregon sunshine	<i>Eriophyllum lanatum</i>		33.8
Roemer's fescue	<i>Festuca roemerii</i>		197.6
Large-leaves Avens	<i>Geum macrophyllum</i>		13.0
Blue-Field Gillia	<i>Gilia capitata</i>		19.6
Celeryleaf-Licoriceroot	<i>Ligusticum apiifolium</i>		46.5
Bare-stem Lomatium	<i>Lomatium nudicaule</i>		49.9
Spring gold	<i>Lomatium triternatum</i>		31.0
Spanish clover	<i>Lotus unifoliolatus</i> (L. <i>purshianus</i>)		22.2

Sickle-keeled Lupine	Lupinus albicaulis		23.2
Large-leaf Lupine	Lupinus polyphyllus		98.8
Grassy Tarweed	Madia gracilis		9.5
Varileaf phacelia	Phacelia heterophylla		17.7
Rusty Popcorn Flower	Plagiobothrys nothofulvus		25.7
Sticky Cinquefoil	Potentilla glandulosa		13.9
Slender Cinquefoil	Potentilla gracilis		13.9
Self-heal	Prunella vulgaris var lanceolata		49.4
Western Buttercup	Ranunculus occidentalis		49.4
Straightbeak Buttercup	Ranunculus orthorhyncus		69.6
Willow Dock	Rumex salicifolius		37.7
Rose Checkermallow	Sidalcea malviflora ssp. virgata		74.3
Idaho blue-eyed grass	Sisyrinchium idahoense		27.2
Prairie Violet	Viola praemorsa		23.5

Table 9: Graminoid-dominated border seed mix

Graminoid dominated border (21 acres)			
Species/Variety		Indicator	
Common Name	Latin Name	Status	Grams/ac
Spike bent grass	Agrostis exerata	FACW	21.2
Shortawn foxtail	Alopecurus aequalis	OBL	45.6
Sloughgrass	Beckmannia syzigachne	OBL	222.3
Dense Sedge	Carex densa	OBL	233.5
One-sided Sedge	Carex Unilateralis	FACW	137.1
CA oatgrass	Danthonia californica	FAC	282.3
Tufted hairgrass	Deschampsia cespitosa	FACW	71.4
Slender hairgrass	Deschampsia elogata	FACW	51.5
Meadow barley	Hordeum brachyantherum	FACW	293.0

Table 10: Scrub-shrub/Forested understory seed mix

PSS/PFO Understory (10 acres)			
Species/Variety		Indicator	
Common Name	Latin Name	Status	Grams/ac

Spike bent grass	<i>Agrostis exerata</i>	FACW	21.2
Shortawn foxtail	<i>Alopecurus aequalis</i>	OBL	45.6
Sloughgrass	<i>Beckmannia syzigachne</i>	OBL	111.2
Dense Sedge	<i>Carex densa</i>	OBL	116.7
Slough sedge	<i>Carex obnupta</i>	OBL	11.4
One-sided Sedge	<i>Carex unilateralis</i>	FACW	68.5
CA oatgrass	<i>Danthonia californica</i>	FAC	423.4
Slender hairgrass	<i>Deschampsia elongata</i>	FACW	25.8
Common rush	<i>Juncus effusus</i>	FACW	6.6
Slender Cinquefoil	<i>Potentilla gracilis</i>	FAC	41.8
Self-heal	<i>Prunella vulgaris</i> var. lanceolata	NOL	148.1

Table 11: Scrub-shrub wetland plants

Scrub-Shrub Wetland Plants (4.5 acres)			
Species/Variety		Indicator Status	Plants/ac.
Common Name	Latin Name		
Service berry	<i>amelanchier alnifolia</i> var. <i>semiintegrifolia</i>	NOL	75
Red osier dogwood	<i>Cornus sericea</i>	FACW	100
Pacific crabapple	<i>Malus (pyrus) fusca</i>	FACW	100
Pacific nine bark	<i>Physocarpus capitatus</i>	FACW	80
Nooka rose	<i>Rosa nutkana</i>	FAC	300
Hookers willow	<i>Salix hookeriana</i>	FACW	300
Scoulers willow	<i>Salix scouleriana</i>	FAC	86
Sitka willow	<i>Salix sitchensis</i>	FACW	214
Spirea	<i>Spiraea douglasii</i>	FACW	300

Table 12: Forested wetland plants

Forested Wetland Plants (5 acres)			
Species/Variety		Indicator Status	Plants/ac.
Common Name	Latin Name		
White alder	<i>Alnus rhombifolia</i>	FACW	100
Service berry	<i>amelanchier alnifolia</i> var. <i>semiintegrifolia</i>	NOL	145
Red osier dogwood	<i>Cornus sericea</i>	FACW	145
Oregon ash	<i>Fraxinus latifolia</i>	FACW	100
Pacific crabapple	<i>Malus (pyrus) fusca</i>	FACW	145
Pacific nine bark	<i>Physocarpus capitatus</i>	FACW	145
WV Pine	<i>Pinus ponderosa</i> var. <i>willamettensis</i>	NOL	20

Black cottonwood	Populus tricarpa	FAC	100
Nooka rose	Rosa nutkana	FAC	145
Hookers willow	Salix hookeriana	FACW	145
Scoulers willow	Salix scouleriana	FAC	45
Sitka willow	Salix sitchensis	FACW	100
Spirea	Spiraea douglasii	FACW	145

5. Determination of Credits

The table in Exhibit D contains treatment areas and credits generated for each. The rationale for this determination is explained in the above goals and objectives sections (Exhibit C). Treatment areas are shown on Figure 2, Exhibit M and credit generation areas are shown on Figure 8, Exhibit M. In addition, credit determination and related acre-ratios followed rules outlined in OAR 141-085-0690(4). However, OAR 141-0690(4) has been superseded by new rules effective April 2019 but this project was grandfathered under prior rules.

The largest mitigation area is farmed wetland covering 92.02 acres. The farmed wetland is covered under 141-085-0069(4)(D) as enhanced cropped wetland with a 2:1 ratio generating 46.01 credits. OAR 141-085-0069(9) defines special requirements for enhancement which include that the enhancement be conducted on degraded wetlands and will result in a demonstrable net gain in functions and values at the compensatory mitigation site, not replace or diminish existing wetland functions, not consist solely of a conversion for one HGM or Cowardin class to another, not solely consist of removal of non-native invasive vegetation and replacement with native species and reverse, minimize or control the causes of wetland degradation. An assemblage of berms is present along the western boundary and those berms were constructed on wetland. Figure 7 illustrates the evidence of saturation that existed in a 1961 aerial photo in the area where the berms were later constructed. The berms will be removed, and the area underneath restored to wetland. The berms cover 2.38 acres and according to OAR 141-085-0069(4)(A), one acre of restored wetland can provide mitigation for one acre of impacted wetland resulting in 2.38 credits for the berm removal. A farmed upland in the southwest corner covering 2.70 acres will be converted to wetland. The credit ratio for creation is one and one-half acres of created wetland for one acre of impacted wetland (OAR 141-085-0069(4)(B) resulting in 1.80 credits. The southern forested/prairie upland 3.00 acre area at the south end of the site will remain upland and serve as a buffer with an IRT approved credit ratio of 10:1 for 0.30 credits.

6. Performance Standards

General

Ecologically-based standards will be used to determine whether the compensatory mitigation project is achieving its objectives (See 33 CFR §332.5). Performance standards (PS) are based on metrics that can objectively show whether each of the goals and objectives have been met. Construction standards include variation from design specs, hydrology changes, and erosion; monitoring methods include the as-built survey, photos, observations and the delineation. Biologic standards include annual minimum or maximum metrics for vegetation cover, nativity and diversity in the various habitat type zones; methods follow agency guidance. Sustainability

standards ensure that the site protection, long term plan and endowment are adequate and secured. For monitoring purposes, year 1 is the year the bank is constructed, and year 2 is the first growing season post construction.

Hydrology

Because hydrologic patterns vary based on annual precipitation, documentation of actual ecological indicators (e.g., sediment movement, sub-surface water flow quantification, or infiltration rate) would require numerous years of intensive baseline data and intensive monitoring to detect a significant change. Instead, our monitoring utilizes the following measures to document changing conditions because of wetland enhancement: (1) documenting completed actions (as-built survey), (2) water depth and length of inundation in vernal pools (fill and dry down dates) and (3) monitoring outfalls for tile line/ditch flows or significant erosion (direct observation). Most of the proposed hydrologic enhancements will have site-wide effects, therefore most of the performance criteria for hydrology relate to changes in hydroperiod in addition to typical wetland hydrology indicators. Table 13 summarizes the performance criteria by year as described below.

- PS Hydro 1. Excavate vernal pools, construct low berms and eliminate extensive ditch network. This will be documented in year one with as-built report. For the purposes of this document, vernal pools are defined as shallow vegetated wetlands that are inundated for at least 8 weeks from January through April, but typically dry completely by early to mid-summer and often, though not always, support annual members of native plant genera such as *Gratiaola*, *Navarettia*, *Plagioboterys*, and *Downingia*.
- PS Hydro 2. At least 5 vernal pools will hold water for at least 8 weeks between January and April. This will be documented with November-April fills dates, depth of inundation and duration of ponding. This will be tracked for a minimum of 2 years with normal precipitation, prior to delineation “lite” completion and discontinued after its been concurred with.
- PS Hydro 3. Ditches effectively disabled, there will be no evidence of ditch continuing to flow. The site will be patrolled at least twice in initial 2 winters after the soil profile is saturated to look for subsidence of ditch fills, and point-source flows into the Lacombe drive ditch. Any such occurrences will be mapped and remediated the following dry season and described in the annual monitoring report.
- PS Hydro 4. Absence of significant erosion. Erosion control BMP’s will be employed as needed to prevent downcutting where water spills over berms or other impoundments to minimize deposition into Lacombe roadside ditch. All berm tops and de-facto spillway areas, as well as the full length of the ditch along Lacombe dr. will be monitored for evidence of erosion or sediment deposition shortly after major rain events in initial years, until vegetation is established. Deposits of more than a few inches of sediment will be tracked back to the source and additional BMPs applied in the same season, to be documented with photo points in the annual monitoring report.
- PS Hydro 5. Final delineation. The extent of wetland restoration, creation, and enhancement achieved will be confirmed by a delineation conducted according to DSL’s “delineation light”

protocols in spring of a year when precipitation is in normal range, during or after the 3rd growing season. When the delineation has been confirmed, the sponsor will provide the agencies with an updated Figure 8 and Exhibit D credit table showing any corresponding adjustments to the credit yield.

Table 13: Hydrology and construction performance standards summarized by year

Year	Hydrology Performance Standard	Monitoring Method
1	PS 1	As-built Report
2	PS 2	November-April fill dates, depth of inundation and duration of ponding
2	PS 3, PS 4	Visual observations following major precipitation events
3	PS 2	November-April fill dates, depth of inundation and duration of ponding
3	PS 3, PS 4	Visual observations following major precipitation events
3 or later	PS 5	DSL’s “delineation light” protocol
4 (only if needed)	PS 2, PS 3, PS 4	Will follow above protocols until final delineation is completed

Vegetation

Proposed vegetation performance standards for the Bank meet or exceed those minimums defined by the Oregon Department of State Lands in their Routine Performance Standards for Vegetation (DSL 2009). Vegetation monitoring will follow protocols outlined in monitoring plan, section 7. To define invasive nonnative plants, we use the definition of invasive plant species currently used by the Department of State Lands (2009). It considers the following as invasive plant species: (1) those that occur on the Oregon Department of Agriculture’s Noxious Weed List; (2) The following species: *Phalaris arundinacea*, *Mentha pulegium*, *Holcus lanatus*, and *Anthoxanthum odoratum*; (3) the last non-native crop on the site (*Lolium multiflorum* and *Festuca arundinacea*) and (4) beginning in year three, a nonnative species that comprises more than 15% cover over at least 10% of the vegetation monitoring area and increases from one monitoring year to the next. In addition to the description below, they are summarized by year in Table 14.

Herbaceous Habitat Class

- PS Herb 1. Absolute native vascular plant cover is $\geq 40\%$ by year 2, $\geq 50\%$ by year 3, $\geq 60\%$ by year 4 and $\geq 75\%$ by year 5.
- PS Herb 2 Bare ground is $\leq 40\%$ by year 2, $\leq 30\%$ by year 3, and $\leq 20\%$ for the remainder of the monitoring period, excluding areas meeting the definition of vernal pool hydrology.
- PS Herb 3. Non-native invasive plant species cover does not exceed 10% cover any year.
- PS Herb 4. For years 3-5, the herbaceous habitat class will contain a minimum of 6 native species, or groupings of native species, each with at least 5% cover averaged across plots. To

qualify as one of the species or groupings to be counted, the species or group will occur in at least 10% of the herbaceous plots and have at least 1% average cover across all herbaceous plots.

- PS Herb 5. Woody cover is $\leq 5\%$ throughout the herbaceous habitat class.

Upland Buffer Habitat Class

Planted Prairie

- PS Upl 1. Absolute native plant cover is $\geq 40\%$ by year 2, $\geq 50\%$ by year 3 $\geq 60\%$, by year 4 and 5.
- PS Upl 2. Bare ground is $\leq 40\%$ by year 2, $\leq 30\%$ by year 3, and $\leq 20\%$ for the remainder of the monitoring period
- PS Upl 3. Non-native invasive plant species cover does not exceed 10% cover any year.

Forested Buffer

- PS Upl 4. Non-native invasive plant species cover does not exceed 10% cover in years 3, 4, 5 and 6.

Scrub-Shrub/Forested Habitat Class

- PS PSS/PFO 1. Herbaceous absolute native vascular plant cover is $\geq 40\%$ by year 2, $\geq 50\%$ by year 3, and $\geq 60\%$ by year 4.
- PS PSS/PFO 2. Native woody plant/stem counts $\geq 1,200/\text{ac}$ by year 2, $\geq 1,300/\text{ac}$ with measurable cover by year 3 with cover values increasing at least 5% over previous year in years 4-6.
- PS PSS/PFO 3. Bare ground is $\leq 40\%$ by year 2, $\leq 30\%$ by year 3 and $\leq 20\%$ by year 4. After woody cover exceeds 50%, bare standard need not apply.
- PS PSS/PFO 4. For years 3-5, the scrub-shrub/forested habitat class will contain a minimum of 6 native species, or groupings of native species, each with at least 5% cover averaged across plots. To qualify as one of the species or groupings to be counted, the species or group will occur in at least 10% of the scrub-shrub/forested plots and have at least 1% average cover across all scrub-shrub plots.
- PS PSS/PFO 5. Native absolute cover (all strata) $\geq 70\%$ by year 5.
- PS PSS/PFO 6. Non-native invasive plant species cover does not exceed 10% cover in any year.

Table 14: Vegetation Performance Standards

Year	Habitat Class	Vegetation Performance Standard	Monitoring Method
2	Herbaceous	PS Herb 1, PS Herb 2, PS Herb 3 and PS Herb 5	stratified systematic plot
3	Herbaceous	PS Herb 1, PS Herb 2, PS Herb 3, PS Herb 4 and PS Herb 5	stratified systematic plot
4	Herbaceous	PS Herb 1, PS Herb 2, PS Herb 3, PS Herb 4 and PS Herb 5	stratified systematic plot
5	Herbaceous	PS Herb 1, PS Herb 2, PS Herb 3, PS Herb 4 and PS Herb 5	stratified systematic plot

6	Herbaceous	PS Herb 1, PS Herb 2, PS Herb 3, PS Herb 4 and PS Herb 5	stratified systematic plot
2	Upland prairie buffer	PS Upl 1, PS Upl 2 and PS Upl 3	stratified systematic plot
3	Upland prairie buffer	PS Upl 1, PS Upl 2 and PS Upl 3	stratified systematic plot
4	Upland prairie buffer	PS Upl 1, PS Upl 2 and PS Upl 3	stratified systematic plot
5	Upland prairie buffer	PS Upl 1, PS Upl 2 and PS Upl 3	stratified systematic plot
3	Upland forested buffer	PS Upl 4	Walk-through survey
4	Upland forested buffer	PS Upl 4	stratified systematic plot
5	Upland forested buffer	PS Upl 4	stratified systematic plot
6	Upland forested buffer	PS Upl 4	stratified systematic plot
2	PSS/PFO	PS Pss 1, PS Pss 2, PS Pss 3, PS Pss 4 and PS Pss 6	stratified systematic plot
3	PSS/PFO	PS Pss 1, PS Pss 2, PS Pss 3, PS Pss 4 and PS Pss 6	stratified systematic plot
4	PSS/PFO	PS Pss 1, PS Pss 2, PS Pss 3, PS Pss 4 and PS Pss 6	stratified systematic plot
5	PSS/PFO	PS Pss 1, PS Pss 2, PS Pss 3, PS Pss 4, PS Pss 5 and PS Pss 6	stratified systematic plot
6*	PSS/PFO	PS Pss 1, PS Pss 2, PS Pss 3, PS Pss 4, PS Pss 5 and PS Pss 6	stratified systematic plot

*Based on monitoring these habitats for over 15 years, as woody vegetation expands aerial coverage, herbaceous vegetation will decrease, and leaf litter will increase as part of natural succession.

Sustainability

Sustainability standards are intended to ensure that the site protection, long term management plan and endowment are adequate and secured. Benchmarks in this standard are intended to provide a timeline for reviews of management plan, targets for endowment funding associated with credit release schedule, and ensure long term site protection.

Sustainability Performance Standards

- PS Sus 1. By the end of the 3rd growing season year, submit an updated long term management plan and endowment budget to DSL, Corps, and preferred steward, addressing section V. Maintenance and Monitoring of the Bank section F of MBI for approval.
- PS Sus 2. By the end of 4th growing season, submit evidence that 60% of estimated endowment has been deposited in an escrow account or transferred to a steward approved by DSL & Corps. This standard may be delayed, coinciding with credit releases if sales are below average.
- PS Sus 3. By end of the 5th growing season, submit evidence that 80% of estimated endowment has been deposited in an escrow account or transferred to a steward approved by DSL & Corps. This standard may be delayed, coinciding with credit releases if sales are below average.
- PS Sus 4. For the final credit release, submit the final site protection instrument after review & resolution of drafts by steward & agencies and submit evidence that 100% of the endowment amount approved by agencies has been transferred to the steward approved by DSL & Corps.

Table 15: Sustainability Performance Standards

Year	Sustainability Performance Standard	Monitoring Method
3 or sooner	PS Sus 1	Document verification
4	PS Sus 2	Document verification
5	PS Sus 3	Document verification
6	PS Sus 4	Document verification

7. Monitoring Plan and Reporting

Vegetation Monitoring

The proposed monitoring layout is included in Figure 11, Exhibit M and follows protocols outlined in DSL's Routine Monitoring Guidance for Vegetation, Interim Review Draft version 1.0, with deviations described below. Monitoring will be conducted using a stratified systematic plot method for the sampling points. Twenty transect lines are oriented east/west across the site. Transects T1 and T2 were established to adequately represent the upland prairie buffer area and meet minimum sample size requirements. These transects are 80 feet apart as are plots, with 160 feet between plots 10-11 to avoid habitat class margins. A walk-through survey will be utilized to monitor upland forested buffer. Transects T3-T14 are located 320 feet apart, with plots spaced 300 feet apart on each transect. The first plot at the east end of the T3 is located 50 feet west of the eastern property boundary, while first plot on T4 is 150 feet west of property line, alternating

in subsequent transects through T20. In order to gain additional plots in the scrub-shrub/forested area to meet DSL's minimum sample size, distance between transects T15-T20 is 120 feet with plots located 200 feet on transects. Plot numbering starts at the southeast corner on T1 and runs west to end of T1 and then east on T2, anticipating likely monitoring pattern, and advantage of entering data in successive order.

With very active management occurring throughout the monitoring period and advances in GPS technology, we propose marking each plot with fiberglass stakes which will not pose safety risk for equipment and hold legible markings for at least 4 years. If for some reason a stake is missing during annual monitoring, we propose to locate plots utilizing sub meter GPS equipment and re-mark/label plot for agency verification during site visits.

The herbaceous sample plots will be 9 ft² quadrats (3' x 3'), placed to the northwest of each point, nested within a 100 ft² shrub/forest sampling plot (10' x 10') centered on the same point. The absolute cover for each plot will be determined for each herbaceous species. If a plot includes bare substrate, the reason will be noted and the percent it covers of each plot included. Plant/stem counts, in conjunction with herbaceous sampling, will be utilized in the scrub-shrub/forested habitat class for the first 3 monitoring periods until the woody component naturally expands, at which time absolute cover of each strata will be utilized. In the herbaceous habitat class, in addition to herbaceous sampling, absolute cover of the shrub/forest strata within the 100 ft² shrub sampling plot will be assessed to ensure no greater than 5% cover for the duration of the monitoring period.

Trimble Terrasync software will be utilized for field data collection, coupled with Trimble Pathfinder Office for further analysis. Spread sheets will be utilized to group data for each habitat class for comparative analysis. The sample plot data will then be assessed according to the performance standards for diversity, percent cover of each species present, native/non-native and invasive status, bare substrate, and mean cover of each. The sample mean, standard error and 80% confidence interval will be reported for each performance standard to ensure the estimate reported is within ± 10 units of the true population. Confidence interval will only apply to the herbaceous strata in shrub-scrub habitat class until woody plant counts are replaced with absolute cover. For the upland forested buffer, the sampling will be conducted using a walk-through survey and will be verified by the annual agency walk-through inspections.

Based on anticipated hydrology and extensive experience monitoring similar habitats, formal regulatory vegetation monitoring will take place on two separate dates in spring each year. During the first year monitoring, all plots will be evaluated in early May. Data will be collected on all plots with substantial cover, while plots which have little or no cover due to extended hydroperiod will be skipped until a second monitoring visit to be completed by mid-June.

Ideally, this will lead to monitoring approximately half of the site during each visit, providing a better representation of both early and late season plants. The dates will be closely replicated throughout subsequent monitoring years until all performance standards are met, but not less than five years. After the site has matured with sample plot data repetitive and all performance standards met, a reduced monitoring effort will be implemented. DSL has to verify standards are

being met as long as credits are available; if annual walk-through raises concerns that areas are not meeting standards, continued monitoring of those areas may be required.

Hydrology Monitoring

Site visits will be conducted throughout the winter and spring (November-April) to document fill dates and depth of inundation for at least 5 vernal pools and to ensure they are holding water for at least eight weeks from January-April. The site will be patrolled at least twice in initial 2 winters after the soil profile is saturated to look for subsidence of ditch fills, and point-source flows into the Lacombe drive ditch. All berm tops and de-facto spillway areas, as well as the full length of the ditch along Lacombe dr. will be monitored for evidence of erosion or sediment deposition shortly after major rain events in initial years, until vegetation is established. A delineation “lite” will be completed by year 5 with precipitation within the “normal range” but will likely take place after two years of consistent hydrology monitoring data.

Photo Monitoring

Seven photo monitoring points will be established to be representative of the site conditions and displayed on Figure 10, Exhibit M. All photo points are elevated locations and provide a good overview. Initial photos will be taken following construction to document as-built conditions and included in post-construction report. Annual photos will be taken during vegetation monitoring from each point with aspects corresponding to the best overview and included in annual monitoring report.

8. Adaptive Management

The site will be managed as a diverse prairie complex with habitat components designed to complement habitats in limited supply within the surrounding landscape. Weekly monitoring will begin immediately after grading and continue for the first 18 months to understand changes in site hydrology before vegetation is fully established. Any deficiencies in hydrology will be addressed with additional grading the following summer, and permits will be maintained through this period to rectify problems. The planting plan is designed to be highly adaptable to each planting area, with many species spanning the spectrum from wetland prairie to upland prairie which is indicative of Willamette Valley prairie species. This diverse planting approach will ensure adequate establishment of every micro habitat within the site and provide sufficient adaptability to annual changes in environmental/biological conditions.

Scrub-Shrub planting is designed to increase habitat complexity, with herbaceous layer seeded to represent the early seral stages of this natural succession in prairies. The diversity of both woody species and herbaceous layer will ensure native cover throughout this area. Woody survival will be assessed before leaf drop after the first growing season, and likely cause of mortality identified. Plants will be replaced based on adaptability to hydroperiod, and any measures needed to discourage predation. After the second growing season, breaks in woody cover will be considered natural based on site specific conditions and managed as herbaceous openings which are typical of this habitat and further increase habitat complexity.

Proposed management within existing habitats will focus on maintaining overstory structure and diversity, while reducing non-native invasive species. Workload is anticipated to be light in these areas after initial removal of invasive species. Experimentation with different grazing

regimes and grazers will likely be the best long term management of these habitats and lead to increased native diversity.

Oregon Wetlands LLC will work with city of Philomath on any proposed changes to hydrologic patterns that currently convey surface waters to the site. Any additional tilling or ditching is unlikely since current drainage patterns have been similar since the earliest aerial photography and a simple cost/benefit analysis deems it impracticable. In the event this changes in the future, Oregon Wetlands LLC will work with the city to ensure outfalls still reach the bank site. Any adaptive management measures will be documented in annual monitoring reports.

9. Maintenance Plan

Table 16 highlights the mitigation schedule and maintenance plan. Following two years of site preparation and mass grading activities, the site will be monitored for desired hydrologic manipulations and initial vegetation establishment after planting. Additional fine grading will be completed if any wetland areas are not exhibiting desired hydrology and re-planted accordingly. With the goal of full establishment of native species, vegetation management in the early years of establishment will focus on control of all non-native species competing with that goal. Extra attention will be given to invasive species with a zero tolerance approach in the early years. As the site matures and reaches establishment goals, management will target the most aggressive non-native species which threaten structure and function, with a continued zero tolerance for invasive species. Once the site is through the establishment phase, management will again refocus on control of system altering species, and follow guidelines established in the long term management plan. Control options could include any or all of the following options: Selective herbicides, spot herbicide treatments, mowing, hand pulling, propane flaming, fire, weed wiping, or hoeing.

Based on fourteen years of ownership on the nearby One Horse Slough Mitigation Bank, litter, vandalism and trespass are not likely. During the establishment phase, bank sponsors will be on site weekly, and quickly rectify any issues that arise. If illegal activity is detected, cable gates will be installed off of Lacombe drive and Mount Hope drive to eliminate parking opportunities and access from county roads. Currently the entire eastern boundary is fenced and maintained by adjacent landowners. Prior to bank closure or any change in adjacent ownership, the unfenced boundary will be delineated with signage indicating "Entering Protected Wetland Mitigation Site." After bank closure, these items will be addressed in long term management plan and conservation easement.

Table 16: Mitigation schedule and maintenance

Year	Task	Start	Completion	SP 2019	SU 2019	F 2019	W 2019	SP 2020	SU 2020	F 2020	W 2020	SP 2021	SU 2021	F 2021	W 2021	SP 2022	SU 2022	F 2022	W 2022	SP 2023	SU 2023	F 2023	W 2023	SP 2024	SU 2024	F 2024	W 2024	SP 2025	SU 2025	F 2025	W 2025						
2019	Broad spectrum Herbicide treatment	3/1/2019	11/30/2019																																		
	Rough grading	7/1/2019	8/15/2019																																		
	Fine grading/soil preparation	8/16/2019	9/15/2019																																		
	As-built survey	9/15/2019	10/15/2019																																		
	No-Till seeding	9/15/2019	11/15/2019																																		
	Woody planting	11/15/2019	2/15/2019																																		
	Seeding germination analysis	11/1/2019	12/15/2019																																		
	As-built report/seeding assessment	10/15/2019	12/31/2019																																		
2020	Hydrology monitoring	11/15/2019	3/30/2020																																		
	Selective Herbicide treatment	3/1/2020	11/30/2020																																		
	Spot herbicide treatment/hand pull	3/1/2020	11/06/2020																																		
	Vegetation monitoring	5/15/2020	7/15/2020																																		
	Maintenance mow (if needed)	6/15/2020	8/1/2020																																		
	Fine grading adjustments (if needed)	8/1/2020	8/30/2020																																		
	Supplemental planting (if needed)	10/1/2020	11/30/2020																																		
	First regulatory monitoring report	5/1/2020	12/31/2020																																		
2021	Hydrology monitoring	11/15/2020	3/30/2021																																		
	Selective Herbicide treatment	3/1/2021	11/30/2021																																		
	Spot herbicide treatment/hand pull	3/1/2021	11/30/2021																																		
	Vegetation monitoring	5/15/2021	7/15/2021																																		
	Maintenance mow (if needed)	6/15/2021	8/1/2021																																		
	Second regulatory monitoring report	5/1/2021	12/31/2021																																		
	Hydrology monitoring	11/15/2021	3/30/2022																																		
	Selective Herbicide treatment	3/1/2022	11/30/2022																																		
2022	Spot herbicide treatment/hand pull	3/1/2022	11/30/2022																																		
	Vegetation monitoring	5/15/2022	7/15/2022																																		
	Maintenance mow (if needed)	6/15/2022	8/1/2022																																		
	Third regulatory monitoring report	5/1/2022	12/31/2022																																		
	Hydrology monitoring	11/15/2022	3/30/2023																																		
	Selective Herbicide treatment (if needed)	3/1/2023	11/30/2023																																		
	Spot herbicide treatment/hand pull	3/1/2023	11/30/2023																																		
	Vegetation monitoring	5/15/2023	7/15/2023																																		
2023	Wetland delineation "lite" and report	2/1/2023	12/31/2023																																		
	Fourth regulatory monitoring report	5/1/2023	12/31/2023																																		
	Selective Herbicide treatment (if needed)	3/1/2024	11/30/2024																																		
	Spot herbicide treatment/hand pull	3/1/2024	11/30/2024																																		
	Vegetation monitoring	5/15/2024	7/15/2024																																		
	Fifth regulatory monitoring report	5/1/2024	12/31/2024																																		
	Selective Herbicide treatment (if needed)	3/1/2025	11/30/2025																																		
	Spot herbicide treatment/hand pull	3/1/2025	11/30/2025																																		
2025	Vegetation monitoring	5/15/2025	7/15/2025																																		
	Sixth regulatory monitoring report	5/1/2025	12/31/2025																																		

10. Site Protection Instrument

Oregon Wetlands LLC will continue its partnership with the Wetlands Conservancy on all aspects of long term management and site protection. The long term management plan and funding agreement will be finalized during the bank development phase and follow format of recently approved documents for Evergreen and Onehorse Slough mitigation banks. The conservation easement template and baseline documentation template will also be approved during initial development of the bank, but not executed until close to bank closure, and completed in the same calendar year. A deed restriction will be utilized to protect the bank site from initial bank construction until the conservation easement is executed.

11. Long-Term Management Plan (LTMP)

The long-term management plan is included in Exhibit L. Sustainability performance standards are intended to ensure long-term protection and management of the site with an emphasis on endowment funding. Mid-course review of the long-term management plan and endowment funding is intended to ensure any unexpected changes during the establishment phase are addressed. By the end of the 3rd growing season, an updated long-term management plan and endowment budget will be submitted to DSL, Corps, and preferred steward, addressing section V. Maintenance and Monitoring of the Bank sub-section F of MBI for approval. By the end of 4th growing season, evidence that 60% of estimated endowment has been deposited in an escrow account or transferred to a steward approved by DSL & Corps will be submitted. Subsequent endowment funding may be delayed, coinciding with credit releases if sales are below average until sales resume to normal. Approval of the long-term stewardship package may occur as soon as performance standards have been met for 3 years and the percent of the endowment funded is equal to the percent of credits released. Thereafter, each incremental credit release must have an equivalent percent of the endowment funded.

Exhibit D
Anticipated Credits and Credit Release Schedule

The credit table below defines the areas, acreage, type of mitigation, credit generation ratio according to OAR 141-085-0690 (4) and the credits generated. Actual credit yield will be based upon the applicable ratio and the actual area of performance achieved. See Exhibit C for background.

Table 17: Credit Generation

Tax Lot 401: 100.10 acres	Area (acre)	Mitigation Type	Ratio	Credits
Forested Upland Buffer (4)	0.97	Buffer	10:1	0.10
Prairie Upland Buffer (4)	2.03	Buffer	10:1	0.20
Existing Berms (1)	2.38	Restoration	1:1	2.38
Farmed wetland (2)	92.02	Cropped Enhancement	2:1	46.01
Farmed upland (3)	2.70	Creation	1.5:1	1.80
TOTAL	100.10	CREDIT TOTAL		50.49

Table 18: Credit Release Schedule

% of Enhancement & buffer credits released (cumulative)	Number of Enhancement and Buffer credits (cumulative)	% of Restoration & Creation credits released (cumulative)	Number of Restoration & Creation credits (cumulative)	Total Credit Release (cumulative)	Performance Standards to be met	Year
25%	11.58	25%	1.05	12.63	Approval of MBI, recording of deed restriction, subordination of any liens on title, and posting of financial assurance.	2019
5% (30%)	2.31 (13.9)	5% (30%)	0.21 (1.26)	2.53 (15.16)	Initial seeding/planting, as-built report	2019 or 2020
Up to 10% (40%)	4.64 (8.53)			4.64 (19.8)	1st growing season performance standards,	2020
Up to 10% (50%)	4.64 (23.17)			4.64 (24.44)	2 nd growing season performance standards	2021
Up to 10% (60%)	4.64 (27.81)			4.64 (29.09)	3 rd growing season performance standards, LTMP & steward acceptance submitted	2022
Up to 10% (70%)	4.64 (32.45)	Up to 40% (70%)	1.68 (2.94)	6.32 (35.41)	4 th growing season performance standards, post-construction delineation concurred*, 60% of endowment funded	2023
Up to 10% (80%)	4.64 (37.1)	10% (80%)	0.42 (3.36)	5.06 (40.47)	5 th growing season performance standards, 80% of endowment funded	2024
Up to 20% (100%)	9.21 (46.31)	20% (100%)	0.82 (4.18)	10.02 (50.49)	** DSL approval of any additional site protection; Co-chair Agencies approve updates to the LTMP & stewardship docs; 100% of endowment funded.	2025

* Credits >30% for wetland creation and restoration areas will be released after a delineation proves that wetland criteria have been achieved. If wetland acreage gains are apparent earlier, Co-chairs may make a partial release earlier.

**The release associated with approval of the long-term stewardship package may occur as soon as performance standards have been met for 3 years and the % of the endowment funded is equal to the % of credits released. Thereafter, each incremental credit release must have an equivalent % of the endowment funded.

Exhibit E

Service Area Map and Description

The service area is similar to the nearby Onehorse Slough Mitigation Bank; however, the 5th-field watershed boundaries have been revised and current service area is defined by the latest 5th-field watershed basins and ecoregion similarities. The service area is limited to the area below the 600-foot elevation contour, which mostly coincides with the edge of foothill slopes of the Willamette Valley. Similar ecological areas exist in rural and urban communities that include Albany, Brownsville, Coburg, Corvallis, Eugene, Halsey, Harrisburg, Junction City, Lebanon, Millersburg, Scio, Springfield, Tangent, Jefferson and south side of Stayton. The service area is defined by a combination of 5th-field boundaries and the 600-foot elevation on the east side of the valley (Figure 12, Exhibit M). The service area includes all or portions of the following 5th-field watershed basins.

- 1709000303 – Upper Calapooia River
- 1709000304 – Lower Calapooia River
- 1709000306 – Muddy Creek – Willamette River
- 1709000506 – Lower North Santiam River
- 1709000606 – Crabtree Creek
- 1709000607 – Thomas Creek
- 1709000608 – Hamilton Creek – Santiam River

The 600-foot elevation was chosen for several reasons. Ecologically, soils, landforms, river geomorphology, sediments, vegetation and habitat are similar within the proposed service area. The 600-foot elevation is the location along the valley margins where topography transitions from a river floodplain to low relief foothills, each landform represented by different soil types, geomorphology, vegetation and habitat. Below 600 feet, the valley is predominantly agricultural land use and above is forested. The Service Area Map (Figure 12) illustrates the service area composed primarily of Willamette Valley agricultural lands with widely spaced small-to-medium cities located within Benton, Lane, Linn and Marion Counties.

Furthermore, known Bradshaw's lomatium populations in the Sweet Home area are located in potential impact areas that the bank will serve. These wetlands have the same characteristics as the Oak Creek USFWS prairie located near Lebanon at a lower elevation. The Sweet Home lomatium prairies are currently surrounded by development and are owned by multiple landowners. The plants are protected under the Endangered Species Act and unidentified populations may exist on developable land within the Brownsville Urban Growth Boundary. Performance measures at South Santiam Mitigation Bank are designed to produce a wetland prairie with similar characteristics as the existing lomatium prairies at Sweet Home and the Oak Creek USFWS prairie.

Exhibit F
Property Protection Instrument

Oregon Wetlands LLC will continue its partnership with The Wetlands Conservancy on all aspects of long term management and site protection. The long term management plan and funding agreement will be finalized during the bank development phase and follow format of recently approved documents for Evergreen and One Horse Slough mitigation banks. The conservation easement template and baseline documentation template will also be approved during development of the bank, but not executed until close to bank closure, and completed in the same calendar year. The deed restriction, included in this section, will be utilized to protect the bank site from initial bank construction until the conservation easement is executed.

Included in Exhibit F is a letter from Ester Lev, Executive Director, The Wetlands Conservancy documenting their interest to provide long term protection and stewardship for the South Santiam Wetland Mitigation Bank. The Wetlands Conservancy was incorporated as a land trust in 1981. The Wetlands Conservancy is an accredited land trust with the Land Trust Alliance which is a mark of distinction showing that a land trust meets high standards for land conservation. Founded in 1982, the Land Trust Alliance is a national land conservation organization that represents more than 1,000 member land trusts and their 4.6 million supporters nationwide. Today, The Wetlands Conservancy has protected more than 1,500 acres of wetlands in 32 preserves stretching from the Portland Metropolitan area to the southern Oregon Coast and includes high functioning mitigation banks such as Mud Slough, Evergreen and One Horse Slough

LINN COUNTY, OREGON 2020-09178
E-AE
Cnt=2 Stn=44 COUNTER 05/14/2020 10:59:27 AM
\$45.00 \$5.00 \$11.00 \$60.00 \$19.00 \$150.00
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After recording, return to:
Oregon Wetlands LLC
6001 NW Gilmour Lane
Albany, OR 97321

I, Steve Druckenmiller, County Clerk for Linn County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.

Steve Druckenmiller - County Clerk



**DECLARATION OF COVENANTS AND RESTRICTIONS and
ACCESS EASEMENT
FOR THE SOUTH SANTIAM MITIGATION BANK
{Corps permit #NWP-2017-362, DSL permit # 60771-NP}**

THIS DECLARATION is made by Oregon Wetlands LLC, (“Declarant”).

RECITALS

1. Declarant is the owner of the real property described in Exhibit “A”, attached hereto and by this reference incorporated herein (the “Property”), and has designated the Property as a compensatory mitigation site in accordance with Removal-Fill Permit # 60771-RF approved by the Oregon Department of State Lands (“Department”), and the Department of the Army Nationwide permit No. 27 (“Corps permit”) approved by the US Army Corps of Engineers (“Corps”).
2. Declarant desires and intends to provide for the perpetual protection and conservation of the wetland and waterway functions and values of the Property and for the management of the Property and improvements thereon, and to this end desires to subject the Property to the covenants, restrictions, easements and other encumbrances hereinafter set forth, each and all of which is and are for the benefit of the Property;
3. The Department has accepted the mitigation plan for the Property under ORS 196.800 et seq, and the Corps has likewise accepted the mitigation plan under Section 404 of the Clean Water Act and/or Section 10 of the Rivers and Harbors Act.

ARTICLE 1
DEFINITIONS

1.1 “Declaration” shall mean the covenants, restrictions, easement, and all other provisions set forth in the Declaration of Covenants and Restrictions.

1.2 “Declarant” shall mean and refer to Oregon Wetlands LLC, the owner of the Property, and the owner’s heirs, successors, and assigns.

1.3 “DSL permit” shall mean the final document approved by the Department that includes the mitigation plan and which formally establishes the mitigation site and stipulates the terms and conditions of its construction, operation and long-term management. A copy of the DSL permit may be obtained at the Department of State Lands, 775 Summer St. NE, Salem, OR 97301; phone 503-986-5200.

1.4 “Corps permit” shall mean the final document approved and issued by the Corps which includes the mitigation plan describing where and how the compensatory mitigation will be completed, monitored, managed, and maintained. A copy of the Corps permit associated with this Declaration may be obtained at the office of the US Army Corps of Engineers, Regulatory Branch, 333 SW First Ave., Portland, OR 97208; Phone 503-808-4373.

1.5 “Property” shall mean and refer to all real property subject to this Declaration, as more particularly set forth in Exhibit “F, attachment 1.”

ARTICLE 2
PROPERTY SUBJECT TO THIS DECLARATION

The Property described in Exhibit F, attachment 1 is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration.

ARTICLE 3
DECLARANT REPRESENTATIONS

Declarant represents and warrants that after reasonable investigation, and to the best of its knowledge, that no hazardous materials or contaminants are present that conflict with the conservation purposes intended; that the Property is in compliance with all federal state, and local laws, regulations, and permits; that there is no pending litigation affecting, involving, or

relating to the Property that would conflict with the intended conservation use; and that the Property is free and clear of any and all liens, claims, restrictions, easements and encumbrances that would interfere with the ability to protect and conserve the Property.

ARTICLE 4
GENERAL DECLARATION

Declarant, in order to discharge in part its obligations under the DSL permit and the Corps permit, declares that the Property shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements and other encumbrances in this Declaration, in order that it shall remain substantially in its restored, enhanced, preserved, open and natural condition, in perpetuity. The terms and conditions of this Declaration shall be both implicitly and explicitly included in any subsequent transfer, conveyance, or encumbrance affecting all or any part of the Property. No modification or release of this Declaration will be effective unless authorized in writing by the Department and by the Corps. Any amendments must be signed by the Department and must be recorded in the official records of the county in which the Property is located.

ARTICLE 5
USE RESTRICTIONS, MANAGEMENT RESPONSIBILITIES,
AND RESERVED RIGHTS

Declarant is subject to any and all easements, covenants and restrictions of record affecting the Property.

A. USE RESTRICTIONS. Except as necessary to conduct, remediate or maintain the Property consistent with the DSL permit and the Corps permit, the actions prohibited by this covenant include:

1. There shall be no removal, destruction, cutting, trimming, mowing, alteration or spraying with biocides of any native vegetation in the Property, nor any disturbance or change in the natural habitat of the Property unless it promotes the mitigation goals and objectives established for the Property. Hazard trees that pose a specific threat to existing structures including fences or pedestrian trails may be felled and left on site.
2. There shall be no agricultural, commercial, or industrial activity undertaken or allowed in the Property; nor shall any right of passage across or upon the Property be

- allowed or granted if that right of passage is used in conjunction with agricultural, commercial or industrial activity.
3. No domestic animals shall be allowed to graze or dwell on the Property (excepting prescribed grazing if identified in the mitigation plan to achieve specified vegetation goals).
 4. There shall be no filling, excavating, dredging, mining or drilling; no removal of topsoil, sand, gravel, rock minerals or other materials, nor any storage nor dumping of ashes, trash, garbage, or of any other material, and no changing of the topography of the land of the Property in any manner once the wetlands are constructed unless approved in writing by the Department and by the Corps.
 5. There shall be no construction or placing of buildings, mobile homes, advertising signs, billboards or other advertising material, vehicles or other structures on the Property.
 6. There shall be no legal or de facto division, subdivision or partitioning of the protected Property.
 7. Use of motorized off-road vehicles is prohibited except on existing roadways, and for monitoring, maintenance, and oversight purposes by the owner or his designee

B. MANAGEMENT RESPONSIBILITIES. Declarant shall take all reasonable action to prevent the unlawful entry and trespass by persons whose activities may degrade or harm the mitigation purposes of the Property or that are otherwise inconsistent with this Declaration.

C. RESERVED RIGHTS. Declarant reserves all other rights accruing from Declarant's ownership of the Property including but not limited to the exclusive possession of the Property, the right to transfer or assign Declarant's interest in the same; the right to take action necessary to prevent erosion on the Property, to protect the Property from losing its wetland or waterway functions and values, or to protect public health or safety; and the right to use the Property in any manner not prohibited by this Declaration and which would not defeat or diminish the conservation purpose of this Declaration.

The Declarant specifically reserves the right to use the Property for the purposes of, which reserved rights are deemed to be consistent with the purposes enumerated in the permit.

- 1). Any activities related to the initial or corrective measures or for long term maintenance of the wetlands relating to construction, wildlife enhancement,

planting, replanting, maintenance, trash removal, invasive weed or dominant species control may be conducted to insure compliance with the mitigation plan, based upon Oregon's Removal-Fill Law and the requirements of the Department of State Lands.

- 2). The Protected Property may be used for educational purposes. Activities may include soil or plant sampling, wildlife monitoring or other "outdoor classroom" activities, to the extent that this use does not unduly alter the health of the protected area. The Protected Property may also be used for limited native seed harvesting.
- 3). Trails may be made through the upland habitat portions of the property using, wood chips or other products normally used for trail development and upkeep. These areas may be provided with benches and/or raised walkways.
- 4). Emergency crossing of the protected property by farm equipment or other large equipment is allowed. Restoration of the site will be conducted for any damages that are incurred to the protected property.
- 5). The right to undeveloped recreational uses including limited hunting, fishing, and hiking for fee or gratis.
- 6). The right to prevent trespass and control access by the general public.
- 7). The right to install wildlife blinds for viewing and hunting.

ARTICLE 6

ACCESS EASEMENT (RIGHT OF ENTRY)

Declarant hereby grants to the Department an easement and right of entry on the Property for the purpose of physically accessing the Property at all reasonable times to inspect the Property in order to monitor and to ascertain whether there has been compliance with this Declaration and the DSL permit. In the event that the Property lacks access via a public road or other common area, Declarant grants to the Department an easement over and across any other property of Declarant, the use of which is necessary to access the Property. The Declarant hereby grants to the Corps a right of entry to ascertain compliance with the Corps permit and this Declaration. If either the Department or the Corps finds it necessary to claim financial assurances to implement the mitigation plan or remediate performance failures, the Declarant hereby grants access and permission to the agencies and/or their agents to conduct such work.

ARTICLE 7
GENERAL PROVISIONS

A. NOTICE. The Department and the Corps shall be provided with a 60-day advance written notice of any legal action concerning this Declaration, or of any action to extinguish, void or modify this Declaration, in whole or in part. This Declaration, and the covenants, restrictions, easements and other encumbrances contained herein, are intended to survive foreclosure, tax sales, bankruptcy proceedings, zoning changes, adverse possession, abandonment, condemnation and similar doctrines or judgments affecting the Property. A copy of this recorded Declaration shall accompany said notice.

B. VALIDITY. If any provision of this Declaration, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Declaration, or the application of such provisions to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

IN WITNESS WHEREOF, the undersigned being Declarant herein, has executed this instrument this 14 day of MAY, 2020.

Oregon Wetlands LLC
Linn County, Oregon

By: [Signature]
Title: Ray Fiori, Partner

STATE OF OREGON)
County of Linn)

ss:

This instrument was acknowledged before me on May 14, 2020 (date) by Ray Fiori (name of person) as Partner (title) of Applicant firm's name of Linn County, Oregon.

[Signature]
Signature of Notarial Officer
My Commission Expires: 11/15/2020



GRANTEE: The State of Oregon, Department of State Lands, approves Declarant's conveyance of an easement in favor of the Department.

By: T. Gunn Field
Title: Mitigation Specialist
Date: May 12, 2020

Attachment:
Exhibit A, legal description and plat map of tax lot

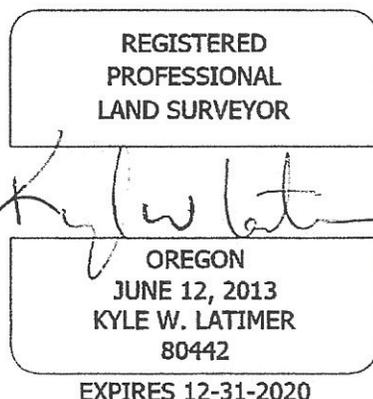
EXHIBIT " A "

PARCEL 2 of LINN COUNTY PARTITION PLAT NO. 2019-53

AN AREA OF LAND LOCATED IN THE NORTHEAST AND SOUTHEAST QUARTERS OF SECTION 31 AND THE NORTHWEST AND SOUTHWEST QUARTERS OF SECTION 32, TOWNSHIP 11 SOUTH, RANGE 1 WEST OF THE WILLAMETTE MERIDIAN DESCRIBED AS PARCEL 2 OF LINN COUNTY PARTITION PLAT NO. 2019-53 AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 3/4" IRON ROD MARKING THE EASTERLY NORTHEAST CORNER OF SAID PARCEL 2; THENCE NORTH 88°12'49" WEST 659.81 FEET TO A 1 1/4" IRON PIPE; THENCE NORTH 1°48'24" EAST 2153.86 FEET TO THE SOUTH LINE OF LACOMB DRIVE; THENCE SOUTH 87°58'00" WEST 548.31 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 2; THENCE SOUTH 3°29'21" EAST 431.73 FEET; THENCE SOUTH 5°44'38" EAST 263.14 FEET; THENCE SOUTH 7°15'40" EAST 363.24 FEET; THENCE SOUTH 12°12'48" WEST 139.84 FEET; THENCE SOUTH 10°00'00" WEST 185.55 FEET; THENCE SOUTH 3°45'23" WEST 542.72 FEET; THENCE SOUTH 3°11'32" WEST 745.86 FEET; THENCE SOUTH 3°13'44" WEST 1167.77 FEET; THENCE NORTH 82°22'45" WEST 352.51 FEET; THENCE SOUTH 0°00'00" WEST 69.02 FEET; THENCE SOUTH 48°18'14" EAST 409.33 FEET; THENCE SOUTH 8°57'03" WEST 827.54 FEET TO THE NORTH LINE OF MOUNT HOPE DRIVE; THENCE SOUTH 81°22'02" EAST 142.39 FEET; THENCE SOUTH 80°24'24" EAST 234.73 FEET; THENCE EASTERLY 315.11 FEET ALONG A 848.51 FOOT RADIUS CURVE TO THE RIGHT, THE LONG CHORD OF WHICH IS SOUTH 69°46'04" EAST 313.30 FEET; THENCE NORTH 1°48'24" EAST 360.73 FEET; THENCE SOUTH 88°12'49" EAST 659.81 FEET TO THE EASTERLY SOUTHEAST CORNER OF SAID PARCEL; THENCE NORTH 1°48'24" EAST 2574.00 FEET TO THE POINT OF BEGINNING.

DESCRIBED AREA IS 100.10 ACRES.



Udell Engineering & Land Surveying, LLC
63 East Ash Street, Lebanon, OR 97355
Ph: 541-451-5125 • Fax: 541-451-1366

Exhibit G



Oregon Wetlands LLC
6001 NW Gilmour Lane
Albany, Oregon 97321
Phone: (541) 760-1777

South Santiam Mitigation Bank

HGM Classes: Depressional, Flats, Slope

Cowardin Classes: PEM, PSS, PFO

Credit Sales Receipt

Date:

Purchased by:

Project Coordinator:

Project Name:

Project Location:

Credits Purchased:

Acres of wetland impacts:

HGM=

Cowardin class=

DSL Permit #:

Corps Permit #:

Impact HUC (10 digit HUC) #:

Purchaser has paid the Bank the agreed upon price for the number of wetland mitigation credits noted above.

By: _____

Ray Fiori

Exhibit I Definitions

Where available, the following may contain both Corps regulatory definitions and DSL definitions from statute or rules. It is the Co-chair Agencies' intent that the MBI be interpreted, to the extent possible, using the Corps-DSL joint definition.

ADAPTIVE MANAGEMENT - Corps definition: the development of a management strategy that anticipates likely challenges associated with compensatory mitigation projects and provides for the implementation of actions to address those challenges, as well as unforeseen changes to those projects.

BUFFER – Corps definition: An upland, wetland, and/or riparian area that protects and/or enhances aquatic resource functions associated with wetlands, rivers, streams, lakes, marine, and estuarine systems from disturbances associated with adjacent land uses. DSL definition: BUFFER means an area immediately adjacent to or surrounding a water of this state that is set aside to protect the water of this state from conflicting adjacent land uses and to support ecological functions. The buffer area may include upland, wetland, or other waters.

CO-CHAIR AGENCIES – The Corps and DSL, whose representatives make decisions regarding bank establishment, operation, and use. The USFWS or NMFS may be CO-CHAIR AGENCIES if a bank also serves to mitigate for losses to species listed, or habitats designated, under the Endangered Species Act. Notwithstanding any rights or obligations described in the MITIGATION BANK INSTRUMENT, each CO-CHAIR AGENCY reserves all rights and authorities to implement their respective statutory missions.

CREATION – See Corps definition for ESTABLISHMENT. DSL definition: to convert an upland area that has never been a water of this state to a water of this state.

CREDIT – Corps definition: A unit of measure (e.g., a functional or areal measure or other suitable metric) representing the accrual or attainment of aquatic functions at a compensatory mitigation site. The measure of aquatic functions is based on the resources restored, established, enhanced, or preserved. DSL definition: CREDIT means the measure of the increase in the functions and values of the water resources of this state achieved at a mitigation bank site.

DEBIT – Corps definition: A unit of measure (e.g., a functional or areal measure or other suitable metric) representing the loss of aquatic functions at an impact or project site. The measure of aquatic functions is based on the resources impacted by the authorized activity. DSL definition: a DEBIT also may represent the reduction of aquatic functions at an impact or project site.

DEGRADED – DSL definition: refers to a condition of a water of this state with diminished functions and values. For a wetland, degradation must include hydrologic manipulation (such as

diking, draining, or filling) that demonstrably interferes with the normal functioning of wetland processes.

ENDOWMENT FUND - A dedicated, non-wasting account to be established by the SPONSOR concurrent with the operation of the MBI, and which shall generate interest to be used exclusively for the ongoing operation, use, and management of the mitigation bank for purposes consistent with the MBI, associated conservation easement, and long-term management plan.

ENHANCEMENT – Corps definition: The manipulation of the physical, chemical, or biological characteristics of an aquatic resource to heighten, intensify, or improve a specific aquatic resource function(s). Enhancement results in the gain of selected aquatic resource function(s), but may also lead to a decline in other aquatic resource function(s). Enhancement does not result in a gain in aquatic resource area. DSL definition: ENHANCEMENT means to improve the condition and increase the functions and values of an existing degraded wetland or other water of this state, and additional criteria in OAR 141-085-0694.

ESTABLISHMENT (Also known as CREATION) – Corps definition: The manipulation of the physical, chemical, or biological characteristics present to develop an aquatic resource that did not previously exist at an upland site. ESTABLISHMENT results in a gain in aquatic resource area and functions.

ESTABLISHMENT PERIOD - The timeframe between approval of an MBI and completion of credit sales, or Bank closure. During the ESTABLISHMENT PERIOD the Bank Sponsor constructs, maintains, and monitors performance according to the MBI.

FINANCIAL ASSURANCE INSTRUMENT – A financial instrument, such as a surety bond, assignment of deposit, escrow account, casualty insurance, irrevocable letter of credit, or other appropriate instrument accessible to a designated beneficiary, used to ensure a high level of confidence that the compensatory mitigation project will be successfully constructed, monitored and maintained, in accordance with applicable performance standards as set forth in the MBI. A FINANCIAL ASSURANCE ensures that sufficient funds will be available to complete or replace a Bank Sponsor’s obligations in the event that the Sponsor proves unable or unwilling to meet those obligations. The amount and the type of instrument must be approved at the time of MBI approval.

FUNCTIONS – Corps definition: The physical, chemical, and biological processes that occur in aquatic ecosystems. DSL definition: “Functions and Values” are those ecological characteristics or processes associated with a water of this state, and the societal benefits derived from those characteristics. The ecological characteristics are “functions” whereas the associated societal benefits are “values. For example, retention and detention of water is a function.

INTERAGENCY REVIEW TEAM (IRT) – An interagency group of federal, state, tribal, and/or local regulatory and resource agency representatives that reviews documentation for and advises the Corps district engineer and DSL on the establishment and management of a mitigation bank or an in-lieu fee mitigation program. The Corps and DSL are the CO-CHAIR AGENCIES of the IRT and the final decision makers.

LEDGER – A cumulative accounting spreadsheet of all credits released and sold.

LONG-TERM MANAGEMENT PERIOD – The timeframe that begins after Bank closure and runs in perpetuity, when the resource gains are protected and managed.

MITIGATION BANK – Corps definition: A site, or suite of sites, where resources (e.g., wetlands, streams, riparian areas) are restored, established, enhanced, and/or preserved for the purpose of providing compensatory mitigation for impacts authorized by Department of Army permits. In general, a MITIGATION BANK sells compensatory mitigation credits to permittees whose obligation to provide compensatory mitigation is then transferred to the MITIGATION BANK SPONSOR. The operation and use of a MITIGATION BANK are governed by a MITIGATION BANKING INSTRUMENT. DSL definition: "Mitigation Bank" or "Bank" means a site created, restored, enhanced or preserved in accordance with ORS 196.600 to 196.655 to compensate for unavoidable adverse impacts to waters of this state due to activities which otherwise comply with the requirements of ORS 196.600 to 196.905.

MITIGATION BANK INSTRUMENT (or MBI) – Corps definition: The legal document for the establishment, operation, and use of a mitigation bank. DSL definition: MBI means the legally binding and enforceable agreement between the Department (DSL) and a mitigation bank SPONSOR that formally establishes the mitigation bank and stipulates the terms and conditions of its construction, operation, use, and long-term management.

PERFORMANCE STANDARDS – Observable or measurable physical (including hydrological), chemical and/or biological indicators used to determine if a mitigation project is meeting its objectives. Credit releases are linked to achievement of minimum PERFORMANCE STANDARDS.

PRESERVATION – Corps definition: The removal of a threat to, or preventing the decline of, aquatic resources by an action in or near those aquatic resources. This term includes activities commonly associated with the protection and maintenance of aquatic resources through the implementation of appropriate legal and physical mechanisms. PRESERVATION does not result in a gain of aquatic resource area or functions. DSL definition: to permanently protect waters of this state having exceptional ecological features, and additional criteria in OAR 141-085-0694.

RE-ESTABLISHMENT - Corps definition: The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural/historic functions to a former aquatic resource. RE-ESTABLISHMENT results in rebuilding a former aquatic resource and results in a gain in aquatic resource area and functions.

REHABILITATION - Corps definition: The manipulation of the physical, chemical, or biological characteristics of a site with the goal of repairing natural historic functions to a degraded aquatic resource. REHABILITATION results in a gain in aquatic resource function, but does not result in a gain in aquatic resource area.

RESTORATION – Corps definition: The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural/historic functions to a former or degraded aquatic resource. For the purpose of tracking net gains in aquatic resource area, RESTORATION is divided into two categories: RE-ESTABLISHMENT (former wetland) and REHABILITATION (degraded). DSL definition: to reestablish a former water of this state.

SERVICE AREA – Corps definition: The geographic area within which impacts can be mitigated at a specific mitigation bank, as designated in the MBI, or at an in-lieu fee (ILF) mitigation site as specified in an ILF program instrument. DSL definition: SERVICE AREA means the boundaries set forth in a mitigation bank instrument that include one or more watersheds identified on the United States Geological Survey, Hydrologic Unit Map - 1974, State of Oregon, for which a mitigation bank provides credits to compensate for adverse effects from project developments to waters of this state. Service areas for mitigation banks are not mutually exclusive.

SERVICES (Also known as VALUES) – Corps definition: The benefits that human populations receive from functions that occur in ecosystems. DSL definition: “Functions and Values” are those ecological characteristics or processes associated with a water of this state, and the societal benefits derived from those characteristics. The ecological characteristics are “functions” whereas the associated societal benefits are “values. For example, reduction of flood damage is a value or ecological service.

SPONSOR – Corps definition: Any public or private entity responsible for establishing, and in most circumstances, operating a mitigation bank or in-lieu fee program. DSL definition: the SPONSOR is the person or single legal entity that has the authority and responsibility to fully execute the terms and conditions of a MBI, unless specified otherwise in the MBI.

STEWARDSHIP FUNDING AGREEMENT – An agreement between the bank SPONSOR and LONG-TERM FUND MANAGER establishing the long-term funding mechanism and describing the purpose, roles, and responsibilities in managing the long-term funding mechanism to ensure that long-term management occurs, and that the long-term funding mechanism remains available during any changes of ownership or stewardship.

VALUES – See SERVICES.

WATERSHED APPROACH – An analytical process for making compensatory mitigation decisions that support the sustainability or improvement of aquatic resources in a watershed. It involves consideration of watershed needs, and how locations and types of compensatory mitigation projects address those needs. A landscape perspective is used to identify the types and location of compensatory mitigation projects that will benefit the watershed and offset losses of aquatic resource services caused by activities authorized by Department of Army and DSL permits. The WATERSHED APPROACH may involve consideration of landscape scale, historic and potential aquatic resource conditions, past and projected aquatic resource impacts in the watershed, and terrestrial connections between aquatic resources when determining compensatory mitigation requirements for Department of Army and DSL permits.

WATERSHED PLAN – A plan developed by federal, tribal, state, and/or local government agencies or appropriate non-governmental organizations, in consultation with relevant stakeholders, for the specific goal of aquatic resource restoration, establishment, enhancement, and preservation. A WATERSHED PLAN addresses aquatic resource conditions in the watershed, multiple stakeholder interests, and land uses. WATERSHED PLANS may also identify priority sites for aquatic resource restoration and protection.

REFERENCES

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Exhibit J

Financial Assurances and Release Schedule

A financial assurance will be provided by the sponsor to DSL prior to the first credit release to ensure that the bank will be constructed, monitored and maintained and meets the performance standards and all other requirements of this MBI. The financial assurance will be broken into two categories to cover the pre-construction timeframe from initial release of credits, until submission of as-built report and post-construction timeframe which will include a construction contingency and all operations and maintenance to complete the project.

Pre-Construction:

To ensure the construction phase of the bank is completed, all credit sale revenue will be deposited directly into an “Assignment of Deposit” account for any sales completed before submission of as-built report. To document compliance, the sponsor will send the Co-chair Agencies the credit sales receipt and at the same time, a copy of the deposit ticket showing the account balance. Once construction is completed, and as-built report is submitted, the assignment of deposit will be updated to reflect the initial post-construction surety amount.

Post-Construction:

The tables below provide estimates for the total project implementation costs that have not been fully funded, and a release schedule for the corresponding financial assurance to ensure the project will be successfully completed, in accordance with its performance standards and all other requirements of the MBI. Costs are based on real market value, and each year represents a 12 month period starting January 1st each year following implementation. Estimated post construction grading and seed/seeding cost is 10% of the total implementation cost for any remedial work. For seed/seeding an additional 25% of post-construction allocation is carried forward the following year. Plants/planting is the total cost for materials and labor for installation and 10% carried forward the following year. The monitoring/reporting costs are derived from average rate for consulting of ~\$105.00/hr. and factors in increased workload in the early years to monitor hydrology, establish all protocols and reporting documents and complete the final delineation “lite.” Maintenance costs are based on average cost of ~\$1,400/day for labor/spot spray crew and average cost of ~\$55.00/ac. (including materials) for mechanized work such as mowing and boom spraying. In addition, a 10% contingency is included for miscellaneous costs every year, based on total annual cost for each year. The release schedule is based on report submittals for annual performance benchmarks, with the remaining tasks represented in the financial assurance carried forward. The annual amount after the establishment period is intended to continue a high level of maintenance and associated regulatory monitoring until bank closure, at which time the long term management plan and funding agreement will be implemented. Since the long term funding endowment is tied to benchmarks for credit releases, it is not included in cost estimates.

Table 20: Estimated Post-Construction Project Cost

Tasks	Post-Construction	Year 2	Year 3	Year 4	Year 5	Year 6	Annual	Total for Project	Notes
Grading	\$7,000.00							\$7,000.00	10% Contingency
Seed/seeding	\$4,000.00	\$1,000.00						\$5,000.00	10% Contingency
Plants/planting	\$17,000.00	\$1,700.00						\$18,700.00	Incl. deposit paid
Monitoring/reporting	\$8,200.00	\$8,200.00	\$10,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$3,000.00	\$41,400.00	Incl. delin "lite"
Maintenance	\$22,000.00	\$22,000.00	\$15,000.00	\$10,000.00	\$8,000.00	\$6,000.00	\$5,000.00	\$88,000.00	all
10% Contingency	\$5,820.00	\$3,290.00	\$2,500.00	\$1,400.00	\$1,200.00	\$1,000.00	\$800.00	\$16,010.00	
Total for year	\$64,020.00	\$36,190.00	\$27,500.00	\$15,400.00	\$13,200.00	\$11,000.00	\$8,800.00	\$176,110.00	
Surety amount	\$176,110.00	\$112,090.00	\$75,900.00	\$48,400.00	\$33,000.00	\$19,800.00	\$8,800.00		Amt needed/year

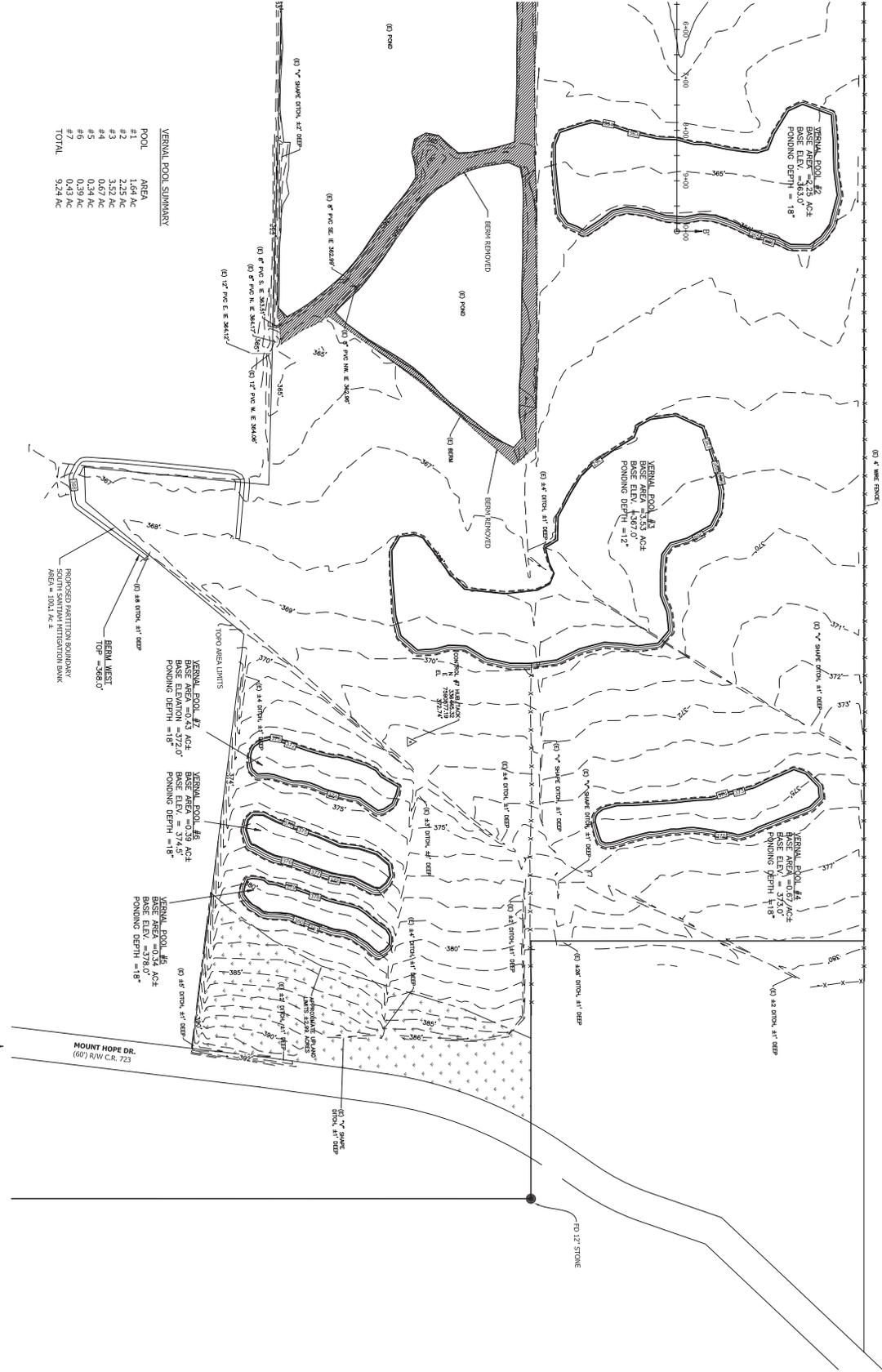
Table 21: Financial Assurance Release Schedule

Assurance Amount	Release Benchmark	Est. Date of Release	Amount Released	Total Remaining
All Credit Sales	As-Built Report	December 2019	TBD	\$176,110
\$176,110	1st Monitoring Report	December 2020	\$64,020	\$112,090
\$112,090	2 nd Monitoring Report	December 2021	\$36,190	\$75,900
\$75,900	3 rd Monitoring Report/Delineation "lite"	December 2022	\$27,900	\$48,000
\$48,000	4 th Monitoring Report	December 2023	\$15,000	\$33,000
\$33,000	5 th Monitoring Report	December 2024	\$13,000	\$20,000
\$20,000	6 th Monitoring Report	December 2025	\$11,000	\$9,000
\$9,000	Bank Closure	2030	\$9,000	

**Exhibit K
Grading Plan**

VERNAL POOL SUMMARY

POOL	AREA
#1	1.64 AC
#2	2.25 AC
#3	2.22 AC
#4	0.27 AC
#5	0.34 AC
#6	0.39 AC
#7	0.43 AC
TOTAL	9.24 AC



SITE PLAN - SOUTH

SOUTH SANTIAM
MITIGATION BANK
LEBANON, OREGON

UDELL ENGINEERING
AND
LAND SURVEYING, LLC

63 EAST ASH ST.
LEBANON, OREGON 97355
(541) 451-5125 PH.
(541) 451-1366 FAX

CLIENT:

RTF CONSULTING LLC
862 NW EDGEWOOD DR
ALBANY, OR
(541)-760-1777



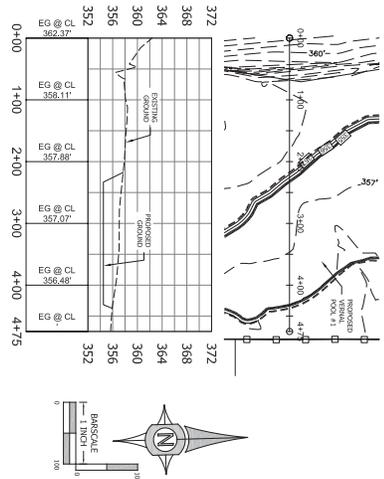
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CONSTRUCTION

REVISIONS

NO.	DATE	DESCRIPTION

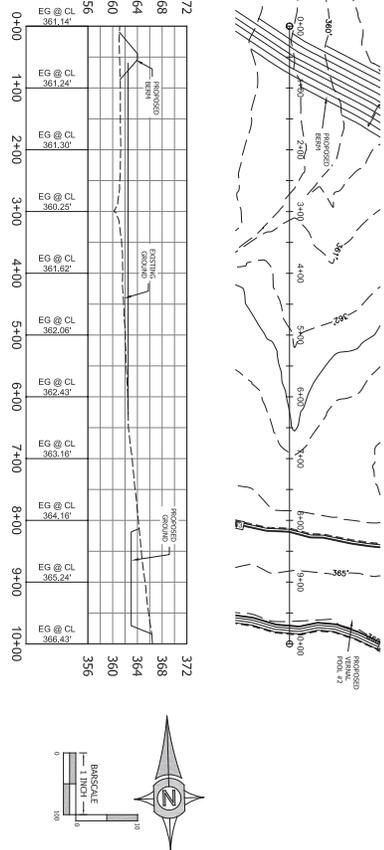
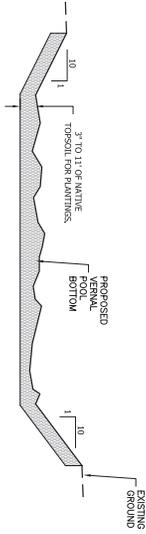
Sheet **C1.2**

SCALE: SEE BIMSCALE



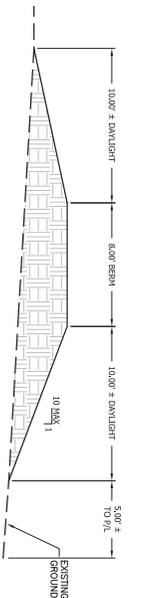
1 SECTION AA'
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3 PROPOSED VERNAL POOL BOTTOM
SCALE: NOT TO SCALE



2 SECTION BB'
SCALE: SEE BARS SCALE

4 PROPOSED BERM SECTION
SCALE: NOT TO SCALE



REVISIONS	DATE

Sheet **C1.3**
SCALE: SEE BARS SCALE

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CONSTRUCTION

DATE: FEBRUARY 2019
PROJECT: 17-260 OR WETLANDS SULLIVAN
DRAWN BY: ECH
CHECKED BY: ECH
REV

PROFILES AND SECTIONS
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MITIGATION BANK
LEBANON, OREGON

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862 NW EDGEWOOD DR
ALBANY, OR
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Exhibit L
Long-Term Management Plan

The long-term management plan is included herein.

South Santiam Wetland Mitigation Bank

Mount Hope
Drive Lebanon,
Oregon

Long-Term Management Plan

by

Oregon Wetlands LLC

March 2019
Revised May 2020
Via Corps May 4, 2020 LTMP template

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ATTACHMENT

The Wetlands Conservancy - Letter of Intent

1. Introduction

A. Purpose of Mitigation Bank Establishment

A mitigation bank (Bank) is an aquatic resource area created, restored, enhanced, or preserved to provide compensatory mitigation for unavoidable losses of wetlands and other aquatic resources. Both the aquatic resource losses and the compensatory mitigation gains in Oregon are authorized by the U.S. Army Corps of Engineers (Corps) under Section 404 of the Clean Water Act, Section 10 of the Rivers and Harbors Act, and its implementing regulations at 33 C.F.R. § 332, as well as by the Oregon Department of State Lands (DSL) under Oregon's Removal-Fill Law at Oregon Revised Statutes (ORS) 196.600-196.990 and Oregon Administrative Rules (OAR) 141-085.

The South Santiam Mitigation Bank was established by a Mitigation Bank Instrument between the landowner and bank Sponsors Ray Fiori, Marvin Gilmour, and Alton Sullivan (Oregon Wetlands LLC), the Oregon Department of State Lands (DSL), and the U.S. Army Corps of Engineers (USACE) to compensate for unavoidable impacts to aquatic resources. This agreement required the execution of a Long Term Management Plan (LTMP) to sustain the aquatic functions and services provided by the bank in perpetuity. The Bank site consists of 100.1 acres of property (Figure 1) which includes 97 acres of wetland and a 3-acre upland buffer. The Bank is located in Linn County, Township 11 South, Range 01 West, Sections 31 and 32, Linn County Tax Lots 11S01W31 00101 and 11S01W32 00401, Longitude 44.570105°W and Latitude -122.845092°N.

The Bank Sponsor, Oregon Wetlands LLC, is responsible for all elements of the Bank during the establishment period while the Bank is built and developed in compliance with performance standards, up to the time of Bank closure and afterward as well. The specific terms of this Long-Term Management Plan (LTMP) shall continue to govern activities after Bank closure unless and until it is amended, because the Corps requires that the MBI contain a complete and final LTMP. However, Oregon Wetlands LLC anticipates that they will grant a Conservation Easement and Management Endowment to The Wetlands Conservancy (TWC) before Bank closure, via an amendment of this MBI to be approved by the Co-chair Agencies. This LTMP may at that time be updated for coordination and consistency with the package of stewardship documents, including a Conservation Easement Agreement and Endowment Agreement.

B. Purpose of this Long-term Management Plan

The purpose of this LTMP is to ensure that the conservation values of the South Santiam Preserve (Preserve) are managed, monitored, and maintained in perpetuity after all the credits have been sold. This LTMP identifies objectives, priorities, and tasks necessary to manage and maintain the preserve and is the basis for the endowment. The site protection Instrument, a recorded Restrictive Covenant and Access Easement, identifies purposes, prohibited uses, notices to the Co-chair Agencies, and other provisions. The Sponsor intends, in a few years, to supplement and supersede this site protection with a Conservation Easement, which will convey additional interests to the holder. The desired future condition of the preserve is to sustain the restored, created, enhanced, and preserved aquatic functions and natural processes resulting from the mitigation project as enumerated in objectives.

DSL and the Corps require that the MBI provide a LTMP to ensure that the mitigation gains are sustained in perpetuity. The LTMP sets forth the necessary provisions to ensure the Bank is

managed and maintained in perpetuity after bank closure or default closure of the bank is necessary, and a mitigation obligation remains. This includes the long-term management strategy, identity of the party responsible for long-term maintenance, a plan for a funding of these activities, ownership arrangements, and an appropriate permanent site protection instrument with right of entry conveyed to Corps and DSL. The necessary site protection instrument must grant sufficient interest for the long-term manager to execute the terms of this plan and the Co-Chair Agencies to enforce the provisions of the instrument. Some of the components of the LTMP are mirrored in other sections of the MBI and long-term site protection instrument. However, it is the intent of this LTMP to provide a concise statement of the requirements for long-term management of the site in perpetuity.

i. Timing. The Bank is expected to operate over a period of 5 or more years during which time the Sponsor will construct, maintain, monitor, and report on how the site meets the specified performance standards. During this time, DSL and the Corps will verify performance standards and other criteria for release of credits according to the schedule in Exhibit D; or delay release until standards are met. When all standards, milestones, and other criteria have been met, the final increments of credits will be released. During the establishment period, the Co-Chair Agencies may reduce or waive monitoring requirements upon a determination that the Bank has achieved its performance standards. Upon Bank closure, the Bank enters the long-term management period and performance monitoring is no longer required.

ii. Long-Term Manager. The Sponsor shall be the responsible party for implementing every element of this LTMP unless or until the Sponsor transfers the responsibility to an appropriate entity and the transfer is in accordance with the terms of the MBI and the terms of this LTMP. Any transfer must be approved in writing by DSL and the Corps, be accompanied by grant of any necessary real estate interest, to an entity willing to accept this role, and provide any necessary funding as set forth in this plan. As part of their review, the Co-chair Agencies will evaluate the qualifications and capacity of the proposed long-term manager roles relative to the alternatives potentially available. Roles and responsibilities are further defined in **Table 1** below.

iii. Site Protection. Site Protection is addressed in Exhibits B and F of the MBI. Exhibit B includes proof of Sponsor's ownership, assurance that any encumbrances have been subordinated, and a warranty that the title will remain free of such encumbrances that would conflict with the purposes of the Bank. The long-term site protection instrument, Exhibit F, is a critical companion to this LTMP as it includes land use restrictions to protect the site. The long-term site protection instrument, Restrictive Covenants and an access easement conveyed to DSL and to the Corps, shall be recorded with the County Assessor prior to the first credit release. Additional site protection instruments that are consistent with the purpose of the LTMP may be added via amendment.

iv. Long-term Management Tasks and Funding. This LTMP describes the conditions anticipated upon bank closure and the aquatic resource functions and values to be conserved, as well as the known and potential threats to conservation of the aquatic resource functions and values established at the bank site. The plan identifies ongoing maintenance tasks needed to address these threats and sustain the gains of aquatic resources and the natural processes that support them, cost estimates for these tasks, and the funding mechanism that will be used to ensure there will be funds available to conduct these tasks in to perpetuity.

C. Long-term Management Roles and Responsibilities

This LTMP defines the following roles in long-term management of the Bank site:

Table 1: Roles and Responsibilities

Entity	Role in Long-Term Management
Long-Term Land Manager	Implements land management to sustain the Conservation Values identified in this LTMP, consistent with the site protection instrument, through the conservative use of the long-term funding mechanism to conduct the tasks necessary to sustain those Conservation Values.
Long-Term Fund Manager	Manages, protects, invests, and responsibly spends the long-term funding mechanism to provide necessary income to fund annual long-term maintenance tasks.
Conservation Easement (CE) Holder	If a CE is selected as site protection, the CE Holder monitors the site for compliance with terms of the CE and may take legal action to protect the site if necessary. A CE Holder must qualify under ORS 217.715.
Landowner	Enjoys uses of the land consistent with terms and purposes of the site protection instrument, retains all rights & responsibilities not expressly conveyed under that instrument.
Regulatory Agencies	DSL and the Corps long-term roles and responsibilities are defined by their respective statutes. Nothing in this document shall change either agencies jurisdiction or authority under applicable state and federal laws.

This LTMP provides that the Bank Sponsor will be the Landowner, Long-term Land Manager, Long-term Fund Manager until and unless this LTMP is amended with approval of the Co-chair Agencies.

At the time of Bank start-up, the Sponsor anticipates that TWC will manage the Preserve property in perpetuity consistent with the Conservation Easement, and the long-term management plan. Long-term management tasks would be funded through an endowment account owned and managed by TWC exclusively for this purpose. The landowner will remain responsible for all duties of land ownership not expressly conferred to TWC via the Conservation Easement Agreement and will remain the party responsible to pay property taxes.

This management plan outlines the long-term site goals, assumed management and stewardship tasks and costs, and a monitoring strategy that requires annual review of both on the ground changes and the long-term management goals. Each year after the annual monitoring, the long-term land manager will evaluate if the tasks for the following year and long-term restoration strategies should be revised or adapted.

2. Anticipated Long-Term Site Conditions and Threats

A. Conditions Anticipated Upon Bank Closure, Aquatic Resources Functions and Values to be Conserved.

The mitigation design anticipates construction of topography and water regimes, and establishment of native vegetation that together optimize several functions and values of aquatic resources characteristic of the setting and ecoregion, as shown in **Figure 2**, mitigation site plan. The following wetland and waterway ecological objectives and outcomes from the

Mitigation Banking Instrument describe the “Conservation Values” of the Bank and shall guide the long-term management:

HYDROLOGY

Wetland water sources for the preserve are seasonal high groundwater, direct precipitation, and surface runoff from adjacent upslope areas. In addition, water storage and delay are enhanced through establishment of 3 low lying berms and 7 depressional wetlands which further delay runoff and diversify wetland hydroperiods, which are strategically located to capture hydrologic sources with locations illustrated in **Figure 2**. Once the soils are saturated, pools are full, and berms are at full capacity, additional water will flow off-site. Flat landform, increased microtopographic variation, denser ground cover, larger ponded areas and constricted outlet will increase friction that will delay runoff and increase water storage functions and values.

HABITAT

The Bank site consists of emergent marsh, wet prairie, forested wetland, scrub shrub wetland, upland prairie and upland forest. The diversity and interspersed of these habitat types supports a wider diversity of wildlife and provides more resilience to sustain these functions and values over time.

WILDLIFE

The diversity of habitats helps to support a diversity of wildlife. Many rare and declining species utilize the site to nest such as the Western meadowlark, Streak horned lark, American bittern, Wilson’s phalaropes, and Western bluebirds. The site hosts an abundance of wintering waterfowl and migrating shore birds, in conjunction with mammals such as black tailed deer, Roosevelt elk, bobcats and coyotes. The riparian area may support turtles as well.

MAN MADE STRUCTURES

Infrastructure on the property consist of one cable gate, and one culvert both associated with the gravel parking area at the North entrance. Linn County maintains ditches along Lacombe road and associated culverts, it is the landowner’s responsibility to replace approach culverts if necessary, which was completed in 2017. There are 3 berms that provide diverse hydroperiods for habitat diversity. Fencing on the perimeter of property is owned and maintained by neighboring landowners. Temporary structures include 3 wildlife blinds. All infrastructure and features are illustrated in **Figure 2**.

The Long-term management objectives for the South Santiam Wetland Bank and Conservation Easement are:

Objective 1

Preserve and enhance the plant communities (wet prairie, upland prairie, riparian forest, emergent marsh, scrub/shrub, and Forested wetland) by maintaining dominance of native plant species characteristic of each community.

Objective 2

Actively manage invasive species to maintain the above communities.

Objective 3

Ensure the site continues to support water storage and purification functions to a similar extent as in the baseline report.

Objective 4

Maintain hydrologic conditions that support diverse wildlife habitats.

Objective 5

Protect and maintain the preserve in perpetuity to protect functions of site from inconsistent land uses.

B. Conservation Threats, Management Limitations and Catastrophic Events

i. Conservation Threats

Lands surrounding the subject property is zoned Exclusive Farm Use (EFU) with the exception of areas zoned Farm/Forest (F/F) located around the northeast corner of the site. Because residential development is limited and farm/forest use is compatible, land use conflicts would not be expected. In addition, Linn County owns Lacombe drive which encompasses the entire Northern boundary and Mt. Hope Drive which encompasses the entire southern boundary. Potential threats to the aquatic resource functions and values of the Bank include:

- Invasion by non-native plants such as Himalayan blackberry, reed canarygrass, English ivy, or other invasive species including macro invertebrates and wildlife that are present on neighboring properties or likely to be introduced by wildlife or flooding.
- Nutria may undermine berms thus indirectly affect the water table supporting wetlands. (The berms were designed to withstand this threat; however, annual site monitoring will check on the stability and functionality of the berms)
- Sediment or pollutants could enter the site from upslope sources or flood waters.
- Stray livestock could enter through the unfenced boundary.
- Dumping of garbage/debris at the pull-out on Bellfountain road could pose hazards to wildlife or develop into an ongoing maintenance cost.
- Trespass could damage plantings and cause soil erosion.

ii. Management Limitations

None

iii. Catastrophic Events

Changes in hydrologic patterns, storm or drought occurrences or duration as a result of climate change may challenge long-term function of the wetland. Current climate patterns predict the timing of the predominant rainfall is to be somewhat consistent, mostly falling from November through March. Changes in temperature and water regime could introduce new invasive species. Neither the landowner nor the long-term land manager can be held responsible or liable for any unforeseen natural catastrophic events such as flood, drought, disease, regional pest infestation, etc., determined to be beyond their reasonable control by DSL and USACE. The Bank is located outside of the 100-500-year floodplain which will greatly limit the risk of flooding.

Wildfire is unlikely to impact the conservation values of the Preserve as these Willamette valley wetland habitats have evolved with an active fire regime.

The Sponsor anticipates that long-term stewardship will be conveyed to TWC in a few years. A

Baseline Documentation Report (BDR) will be completed prior to conveyance of the conservation easement and will be referenced in the easement and the long term management plan. The BDR will include a detailed description of current conditions of the property at the time of easement conveyance.

3. Management, Maintenance, and Monitoring

A. Resource Management

The overall goal of long-term management plan is to sustain the ecological functions and values of the aquatic resources. The South Santiam Wetland Wetland Preserve provides high quality natural, restored, and/or enhanced habitat for wildlife and contains jurisdictional waters of the United States and the State of Oregon. Individually and collectively, these wetland, wildlife and habitat values comprise the “Conservation Values” of the Preserve.

The management priorities have been set in order to sustain Preserve goals, minimize long-term workload, and make the best use of time and resources. The highest priority will be given to tasks that have the greatest long-term benefit using available technology and resources.

Invasive plants, trespass damage or garbage dumping and any other potential threats from inconsistent uses will be identified and documented during the annual site monitoring. Adaptive management and specific tasks required to address the priorities below will be identified and scheduled as appropriate. Staff responsible for monitoring and management will have the necessary knowledge and technical skills to recognize any problems and apply appropriate management actions.

Priorities:

1. Repair any vandalism or damage that affects the duration or extent of water in the wetlands.
2. Control invasive plant and animal species before they threaten conservation values.
3. Sustain native wildlife and plant habitats.
4. Enhance habitats.

B. Maintenance and Monitoring:

i. Infrastructure Damage and Vandalism

Infrastructure on the property is shown in **Figure 2**, site plan which will be maintained in serviceable condition. Inlets and outlets of any stream or channels, and areas near any water control structures on the site will be inspected for signs of erosion. Any damage or vandalism to topography that affects water flows, structures or gates, will be repaired or replaced to maintain the pre-existing functionality. Each year the land manager will conduct a monitoring survey to verify whether all conditions of the site protection are being met, and that there have been no encroachments or violations. The land manager will inspect all gates and structures and the perimeter of the property to identify any maintenance needs or encroachments. Any litter or trespass damage will be cleaned up in the same season in which it occurred. Hazard trees that pose a threat to infrastructure or adjacent property may be felled and will be left on site. Wildfire is not expected to damage the plant communities except conifers, which would be replanted in the following dormant season. Wildfire suppression damages such as dozer lines will require immediate re-planting with native species and

follow-up attention to weed control. The expected frequency of repair or replacement for each feature, and the cost, is provided in **Table 2** below.

ii. Sustaining Native Plant Communities

Vegetation management will be the primary on-going task at the site. Native vegetation should be dominant at the site. Invasive species presence and levels should not threaten conservation values. Any Oregon Department of Agriculture listed Noxious Weeds will be controlled.

Controlling encroachment by non-native invasive species will be done in a variety of ways including physical control such as hand pulling and mowing. Chemical control will include primarily spot herbicide application by hand. In the event of a major invasive weed take over, broadcast spraying of individual areas could be used. Another method for the enhancement of native plant communities and control of invasive species that may be considered is prescribed fire. Any use of fire would comply with the current air quality and land use regulations or restrictions. Native trees and shrubs may need to be controlled to maintain open prairie.

Each year during the annual review, an evaluation of the effectiveness of any methods or techniques used that year will be made along with a determination to see if there are new species or problems that require special attention. At that time a review of the literature and new techniques or herbicides will be done, to determine the best approach for the following year. The expected frequencies and costs of vegetation management tasks are listed in **Table 2** below.

Ultimately, an adaptive management strategy will be used. Such a strategy reassesses priorities for management on a yearly basis, using the following steps:

- Re-order target species based on the likely effects to both target and non-target species.
- Implement the plans and monitor the results of control actions.
- Evaluate the effectiveness of the methods in light of overall site goals and use this information to modify and improve control methods.

iii. Sustaining Wildlife Habitats

If habitats for characteristic wildlife are noted to be deteriorating via plant succession, invasion of non- native species, or adverse land uses outside the Preserve boundaries, actions will be identified and taken to restore those habitats or mitigate the conflicts. For example, tree invasion of grassland bird habitat may be reversed by felling the trees or hedgerows may be planted to screen the ponds from a noisy or invasive land use on an adjacent property. Opportunities for wildlife habitat improvements consistent with the Conservation Values will be evaluated on an on-going basis and be implemented as needed or as funds are available.

iv. Administration

The long-term fund manager will manage the endowment fund prudently to provide ongoing revenue to use for management and maintenance of the property. The land manager will conduct annual monitoring of the conservation values and prohibited uses identified in the site protection instrument. Documentation of conditions and observations will be shared between the land manager, fund manager, and landowner, and records kept informing future land management. Administration also includes ensuring property taxes are paid, insurance, legal defense, and maintaining communications with neighboring landowners. Monitoring to assure the goals and objectives of the management plan

are being met will document site changes over time and be used to determine if adjustments to the plan are warranted. The land manager will maintain records of the annual monitoring and maintenance on file for future reference.

4. Long-term Funding and Task Prioritization

A. Funding

Long-term management of the Bank will be funded by the annual revenue generated by a long-term funding mechanism or equivalent as approved by the Co-chair Agencies. The Sponsor is responsible for managing the long-term funding mechanism unless and until it is conveyed to another party as approved by the Co-chair Agencies. The long-term fund manager will manage this fund prudently to provide ongoing revenue to use for management and maintenance of the property. The Sponsor has elected to use an endowment as a long-term funding mechanism and will capitalize the long-term funding account for these purposes as a condition of the Credit Release Schedule in Exhibit D of the MBI.

The Long-term management period of the Bank will begin when the Bank is closed, including if it closed by default. Until the long-term management period begins, any income from the long-term management funding mechanism shall be reinvested in the account.

Table 2 contains a summary of the anticipated annual costs of long-term management for the Bank. These costs include estimates of time and funding needed to conduct the basic monitoring site visits and vegetation management. The initial estimated amount needed for the long-term funding mechanism is **\$126,000** and reflects an estimate of the amount needed to generate sufficient income to pay long-term management costs in perpetuity. When necessary, the long-term manager may determine that protection of the principal is more important than specific management tasks in any given year and may choose not to execute certain management tasks. Thereafter, the fund manager will continue to re-invest interest income to ensure that the endowment will continue to provide adequate revenue for site management in perpetuity.

B. Task Prioritization

Unforeseen circumstances or periodic low returns on the endowment portfolio may create a need for prioritization of management tasks. In general, tasks are prioritized in this order:

- 1) Actions required by a local, state, or federal agency;
- 2) Repair of water or grade control structures that would otherwise threaten loss of wetland area;
- 3) Tasks necessary to maintain or remediate habitat quality; and
- 4) Monitoring resource conditions.

Table 2: Anticipated Ongoing Operations and Maintenance Costs

Work Elements	Anticipated Frequency	Target Completion Date	Units	Unit Price	Cost	Divide years	Total Annualized Cost
1. Repair and Maintenance							\$342
Berm maintenance	Every three years	As needed	3 hours	\$80	240	2	\$120
Maintain/repair signs, boundary markers, litter, and vandalism	Annual	As needed	5 hours	\$40	200		\$200
Gate replacement	25 years	As needed	1	\$50	50	25	\$2
Rock for Parking Area	30 years	As needed	30 cubic yds	\$10	300	30	\$10
Culverts Maintenance	50 years	As needed	1	\$500	500	50	\$10
2. Invasive Species Control							\$920
Spot spraying invasive species	Annual	Spring/summer	12 hours	\$40	480		\$480
Monitoring for invasive species, Litter, and Vandalism	Annual	Spring/summer	8 hours	\$40	320		\$320
Nutria or other invasive wildlife and invertebrate control	Every other year	As needed	6 hours	\$40	240	2	\$120
3. Sustain/Enhance Native Habitats							\$400
Mowing to control exotic grasses and forbs, mimic fire	Annual	Fall	5 acres	\$60	300		\$300
Mowing of woody shrubs to reduce prairie encroachment	Every three years	Fall	5 acres	\$60	300	3	\$100
4. Administration							\$3,178
Land trust travel	6 trips/yr	At least quarterly	160 miles/trip	\$0.55/mile	88/trip 528/yr		\$528
Neighbor communications	Annual	As needed	3 hours	\$50	150		\$150

Reporting, fiscal administration, and project MGT	Annual	Ongoing	50 hours	\$ 50	2500		\$2,500
Legal defense contingency**	10 years				5,000		
	TOTAL ANTICIPATED ANNUAL O&M COSTS						\$4,840

The formula for calculating the amount is:

(Annual revenue needed) divided by (capitalization rate) = Endowment Amount

Capitalization rate = rate of investment return minus rate of inflation

** The Legal defense payment is a onetime payment of \$5,000 that will go into The Wetlands Conservancy's legal defense fund.

Annual costs = \$4,840

Rate of return = 7%,

Assume Inflation = 3%

Capitalization Rate = 4 %

Total Anticipated Annual O&M Endowment = \$121,000

Legal defense contingency (Lump Sum) = \$5,000

Stewardship Endowment Needed= **\$126,000.00**

5. Transfer and Amendments

A. Transfer and Assignment of Long-Term Management Responsibilities

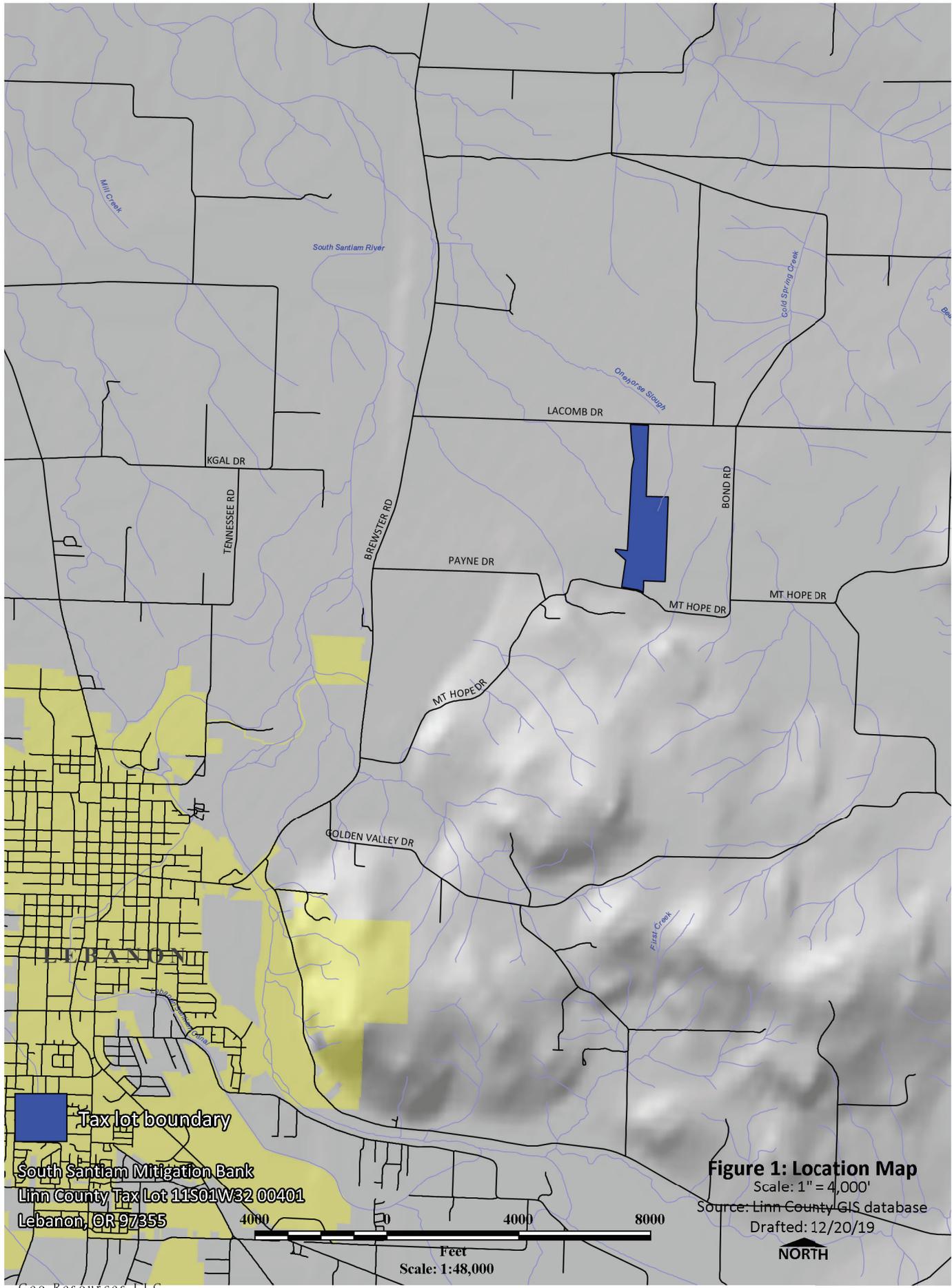
Transfer during the Establishment Period (prior to Bank closure) shall be subject to the terms of the MBI. Transfer or assignment of any portion of or interest in the Bank shall be subject to the requirement that any funds pledged toward the long-term management fund shall continue to be accrued and expended in a manner consistent with the MBI and the LTMP. If the responsibilities of long-term management of the land and/or the management fund are accepted by a new long-term manager other than a successor or assign, they must accept these rights and obligations by signing a written amendment to the LTMP or other legal documentation. The Bank Sponsor must also confer any necessary real estate interest and funding to ensure the new long-term manager or long-term funding manager can perform the tasks described here in. Transfer or assignment is subject to the Co-chair Agencies finding that the new long-term manager is an appropriate entity to take on these responsibilities. Approval of the request to transfer will not be unreasonably withheld.

Transfer during the Long-term Management Period: After bank closure, the site protection instrument recorded on the title, per Exhibit F of the MBI, shall require notice to DSL and to the Corps when there are changes in land ownership or in the identity of a conservation easement holder. The Co-chair Agencies may use this notice as an opportunity to inform the new party of their respective regulations that apply to any proposed earth moving in the waters of the state or waters of the US within the Bank Property.

B. Amendments

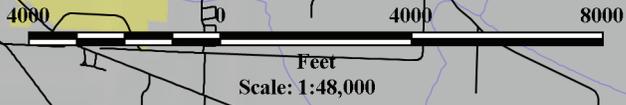
Prior to Bank closure, this MBI including its Exhibits such as this LTMP may be amended according to the terms of the MBI. Upon written request from the Sponsor or long-term manager, if different than the Sponsor, the necessary parties may meet and confer with DSL and the Corps from time to time to discuss possible revisions of the LTMP to better meet management objectives and sustain the conservation values of the Bank. The Landowner, if other than the Sponsor, may also be invited to such meetings. All amendments and modifications to the LTMP shall be fully set forth in a separate document signed by the Sponsor and Co-chair Agencies that shall be appended to the MBI.

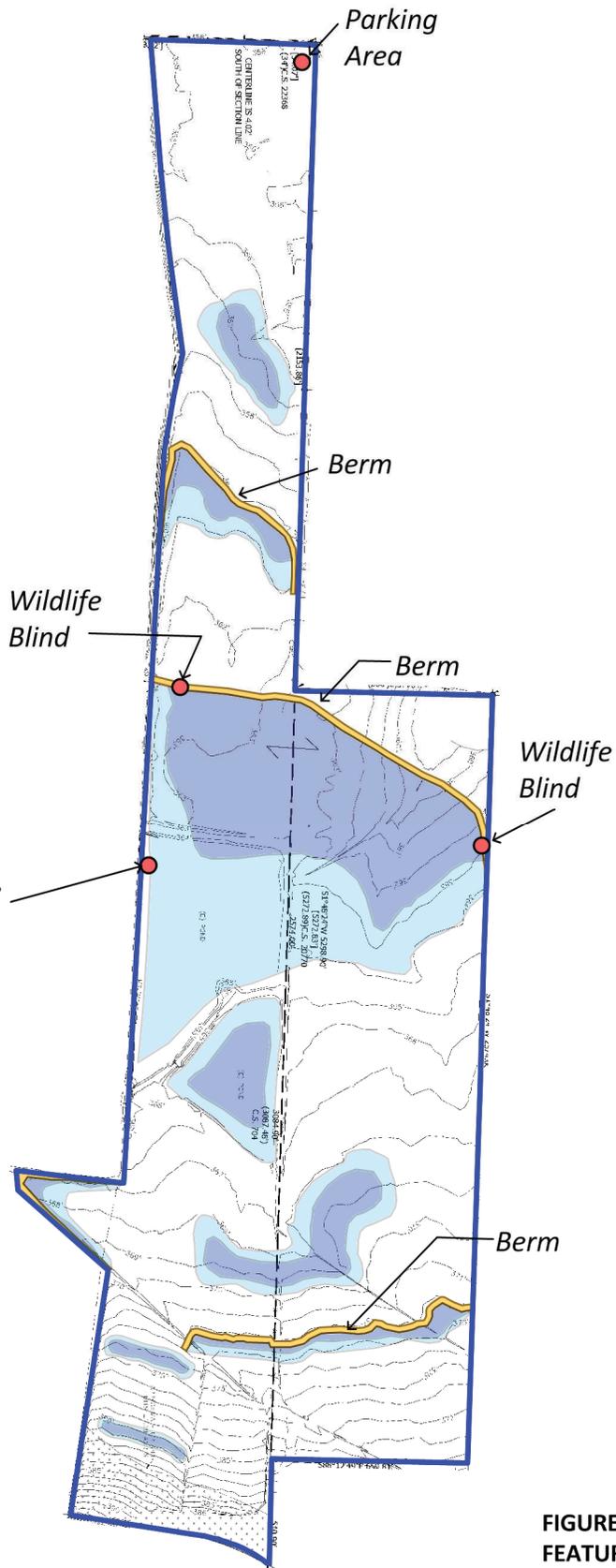
Within 60 days of the Corps receiving the proposed final modification or amendment to LTMP, the district engineer must notify the necessary parties to include DSL, the long-term manager, and other members of the IRT of his intent to approve or disapprove the proposed modification or amendment.



South Santiam Mitigation Bank
Linn County Tax Lot 11S01W32 00401
Lebanon, OR 97355

Figure 1: Location Map
 Scale: 1" = 4,000'
 Source: Linn County GIS database
 Drafted: 12/20/19





 Tax lot boundary

South Santiam Mitigation Bank
 Linn County Tax Lot 11S01W32 00401
 Lebanon, OR 97355

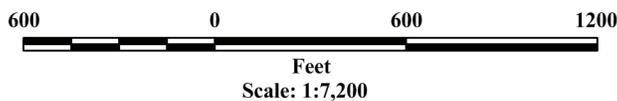


FIGURE 2: SITE PLAN MAP WITH FEATURES AND INFRASTRUCTURE

Scale: 1" = 600'
 Source: Udell Eng
 As-built survey
 Drafted: 5/14/20





March 22, 2019

Oregon Wetlands LLC
6001 NW Gilmour Lane
Albany, OR 97321

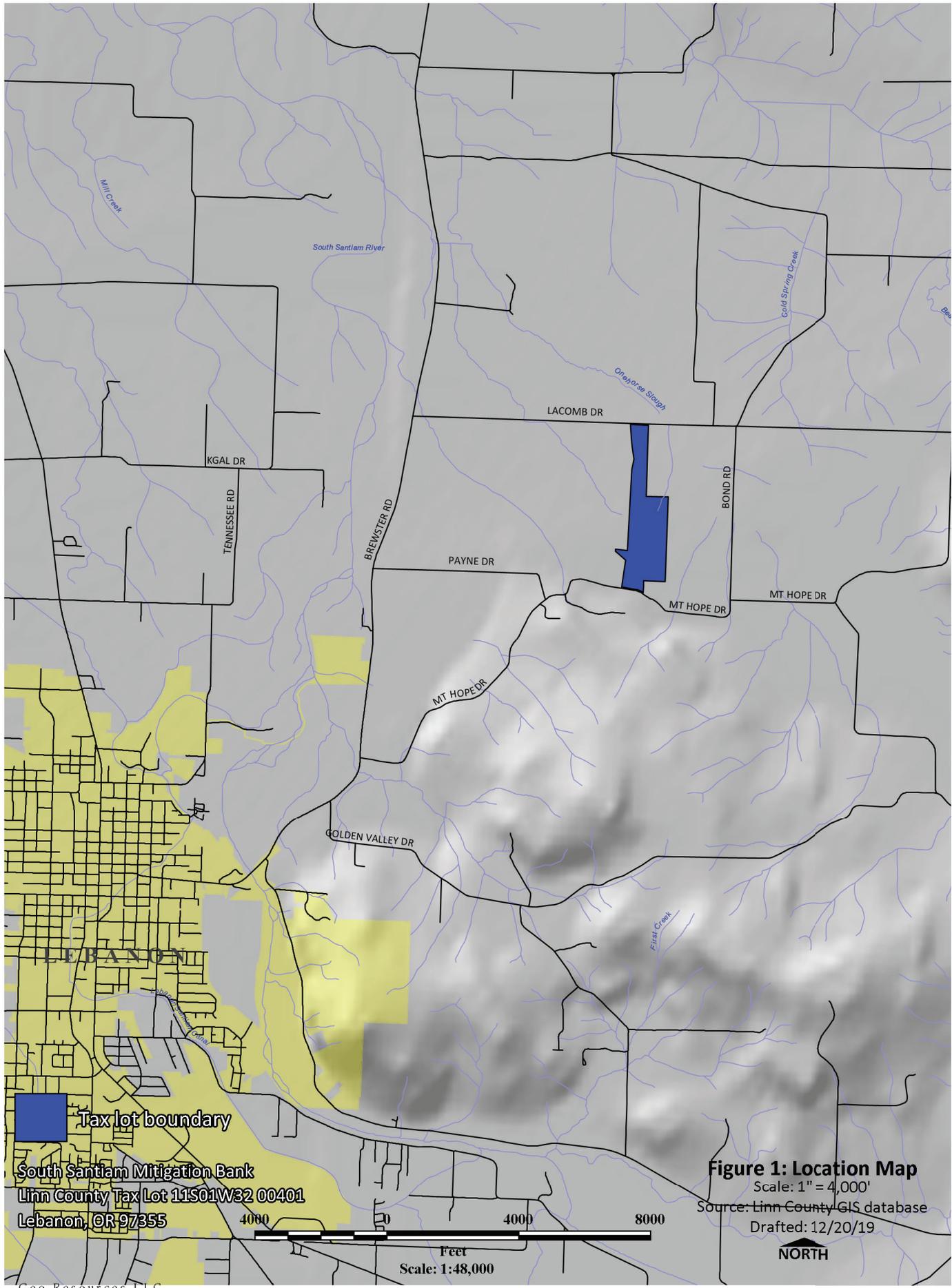
Dear Ray Fiori,

The Wetlands Conservancy is looking forward to continuing our partnership at the One Horse Slough Wetland Mitigation Bank with participation in the long term protection and stewardship of the proposed South Santiam River Wetland Mitigation Bank.



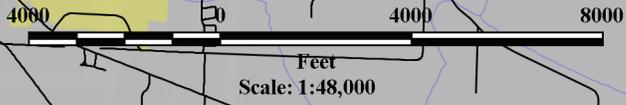
Esther Lev
Executive Director

Exhibit M
Maps and Figures



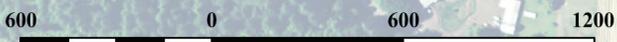
South Santiam Mitigation Bank
Linn County Tax Lot 11S01W32 00401
Lebanon, OR 97355

Figure 1: Location Map
 Scale: 1" = 4,000'
 Source: Linn County GIS database
 Drafted: 12/20/19



-  Tax lot boundary
-  Wet Prairie Forbs
-  Vernal Pools
-  PFO
-  PSS
-  Upland Buffer
-  Graminoids
-  Berms

South Santiam Mitigation Bank
 Linn County Tax Lot 11S01W32 00401
 Lebanon, OR 97355

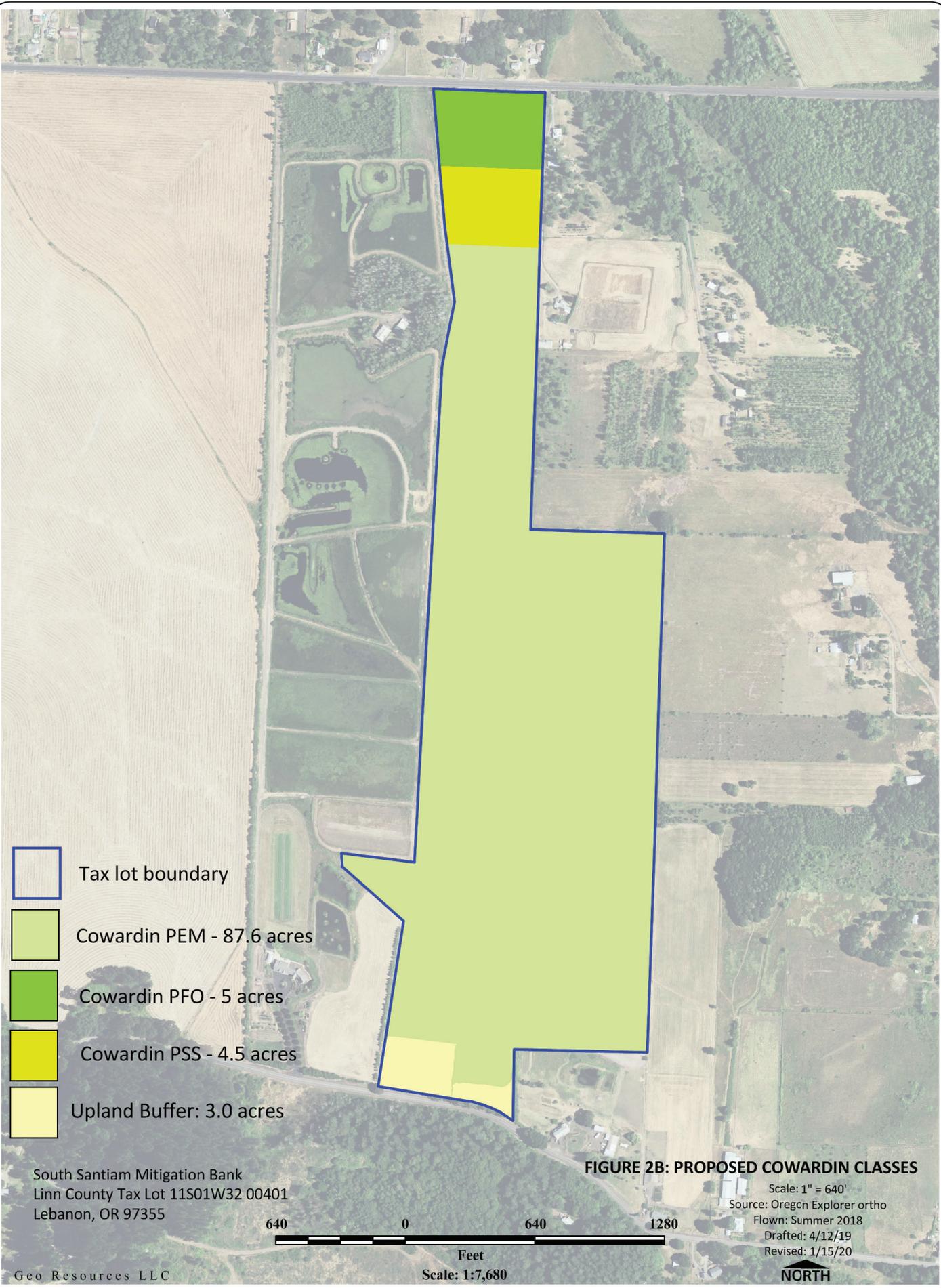


Feet
 Scale: 1:7,200

FIGURE 2A: PROPOSED CONDITIONS

Scale: 1" = 600'
 Source: Google Earth aerial
 Flown: 7/03/17
 Drafted: 4/16/19





-  Tax lot boundary
-  Cowardin PEM - 87.6 acres
-  Cowardin PFO - 5 acres
-  Cowardin PSS - 4.5 acres
-  Upland Buffer: 3.0 acres

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640 0 640 1280

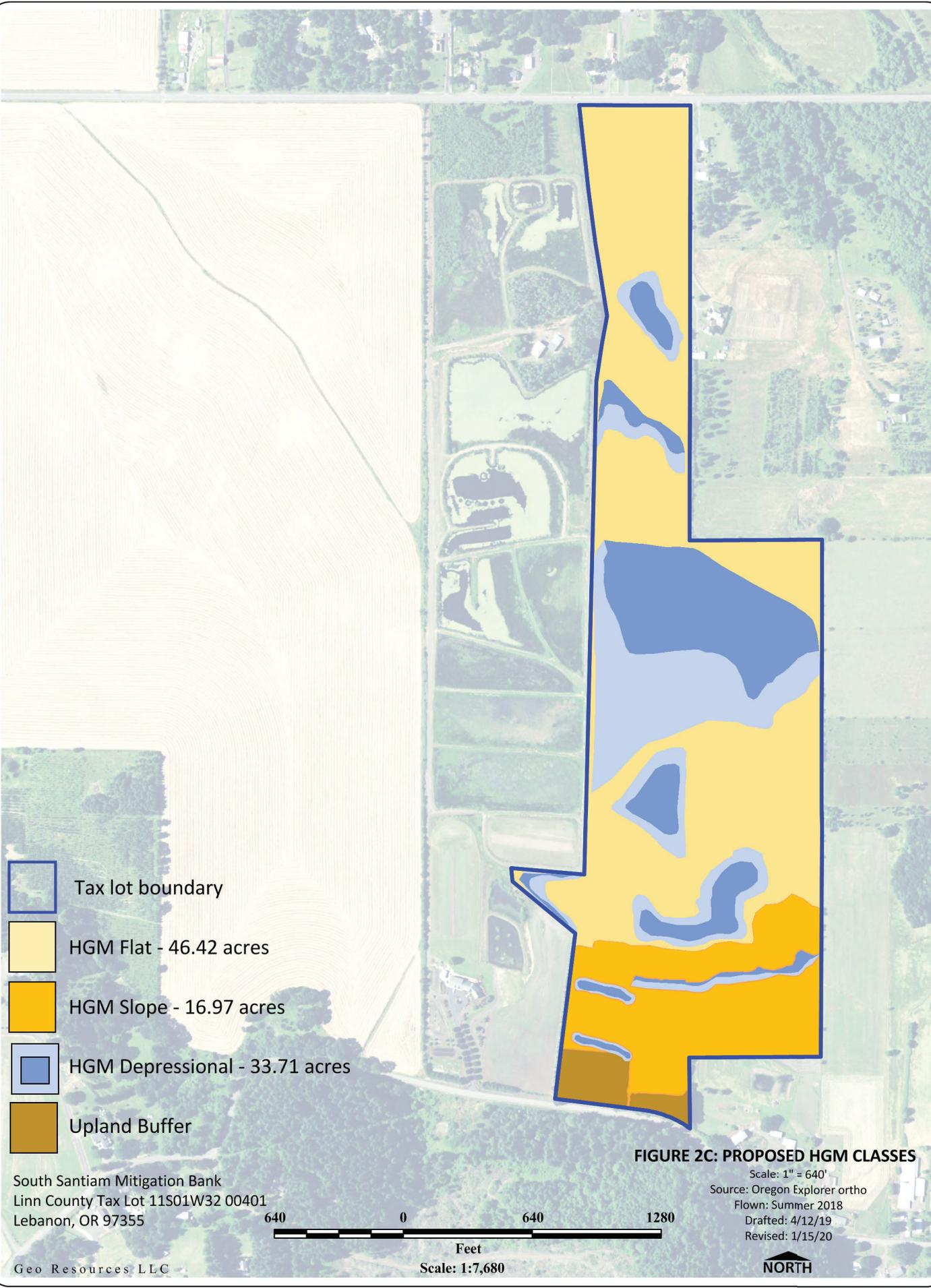


Feet
 Scale: 1:7,680

FIGURE 2B: PROPOSED COWARDIN CLASSES

Scale: 1" = 640'
 Source: Oregon Explorer ortho
 Flown: Summer 2018
 Drafted: 4/12/19
 Revised: 1/15/20





-  Tax lot boundary
-  HGM Flat - 46.42 acres
-  HGM Slope - 16.97 acres
-  HGM Depressional - 33.71 acres
-  Upland Buffer

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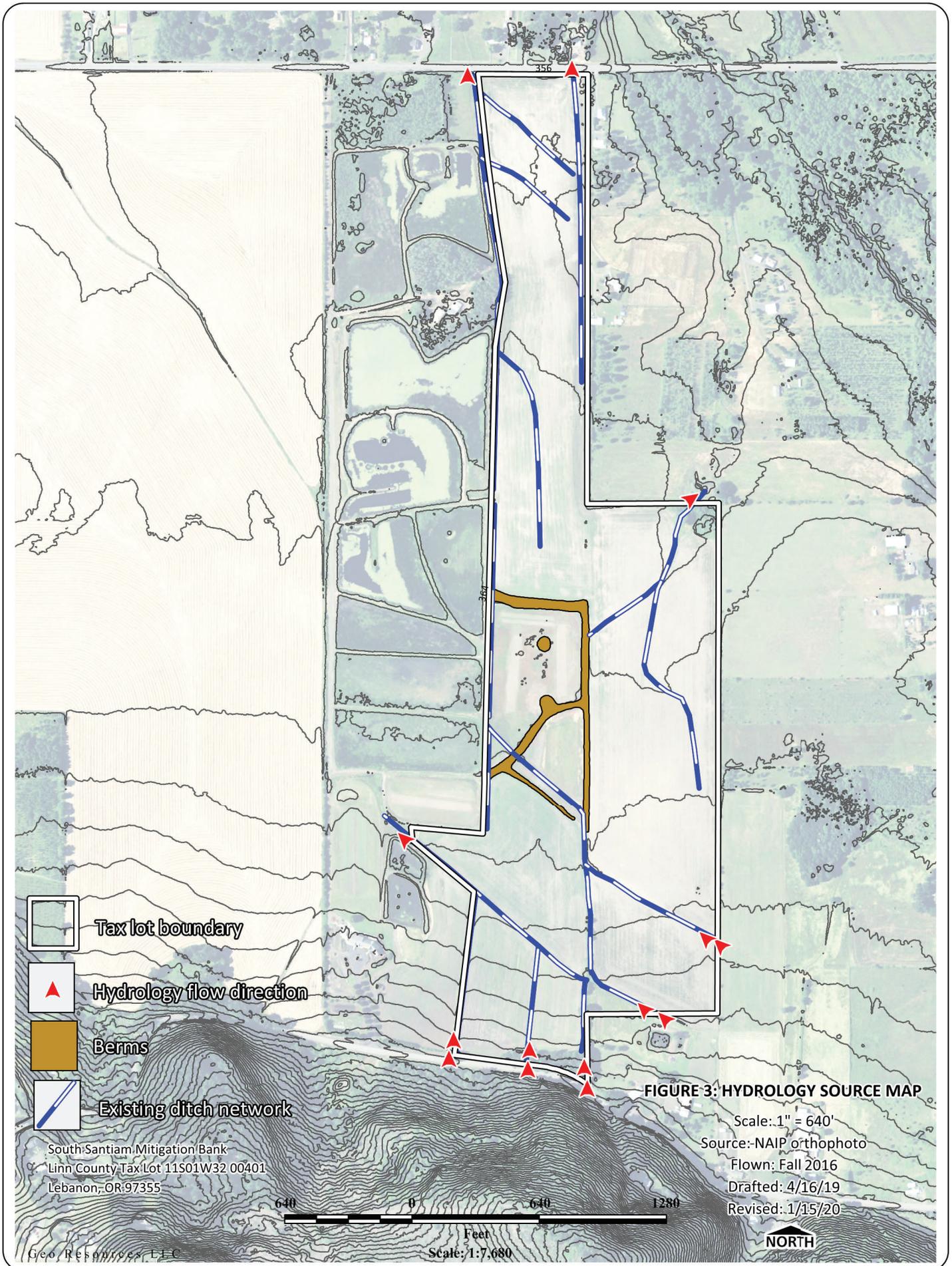


Feet
 Scale: 1:7,680

FIGURE 2C: PROPOSED HGM CLASSES

Scale: 1" = 640'
 Source: Oregon Explorer ortho
 Flown: Summer 2018
 Drafted: 4/12/19
 Revised: 1/15/20





-  Tax lot boundary
-  Hydrology flow direction
-  Berms
-  Existing ditch network

FIGURE 3: HYDROLOGY SOURCE MAP

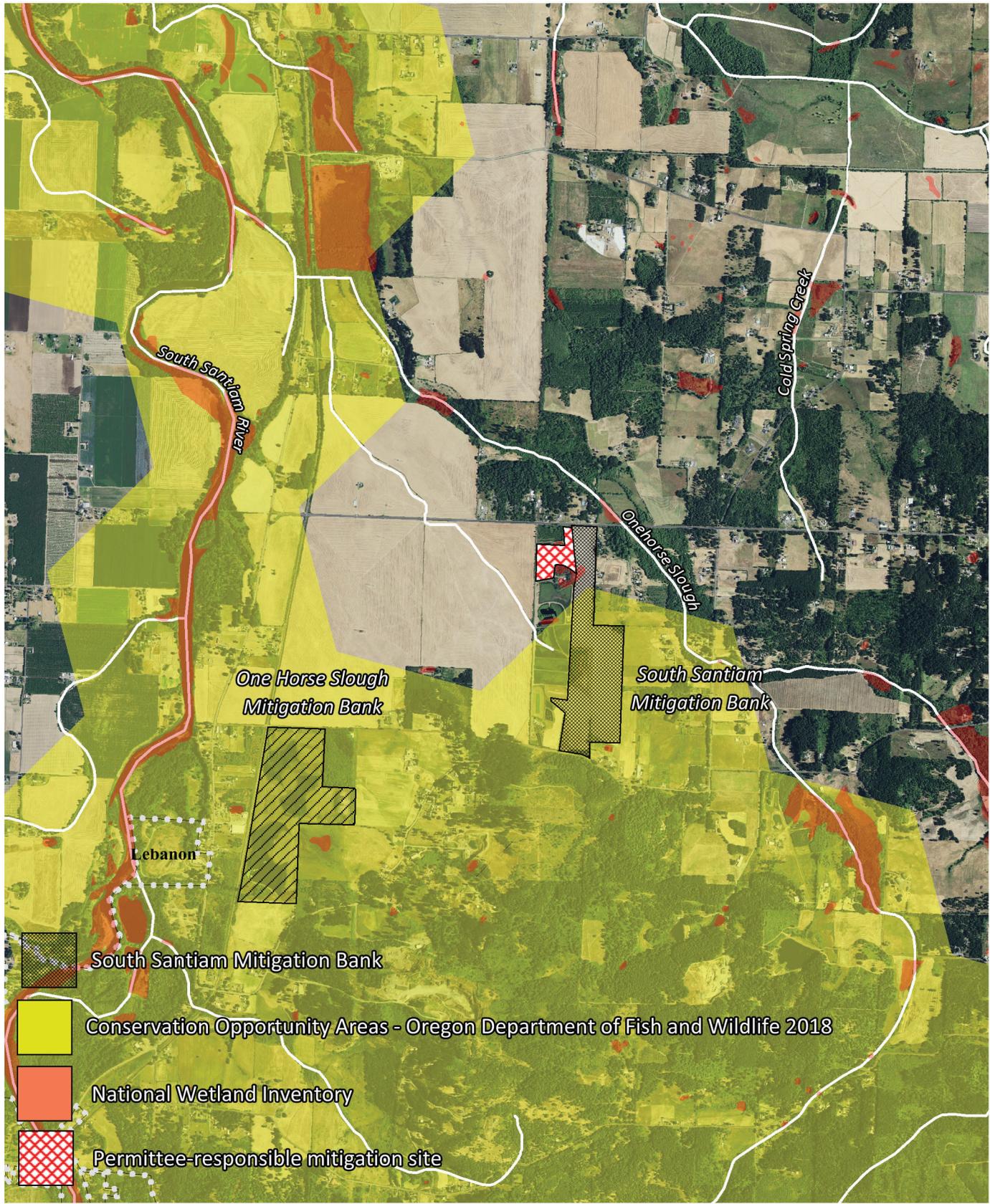
Scale: 1" = 640'
 Source: NAIP orthophoto
 Flown: Fall 2016
 Drafted: 4/16/19
 Revised: 1/15/20

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Feet
 Scale: 1:7,680

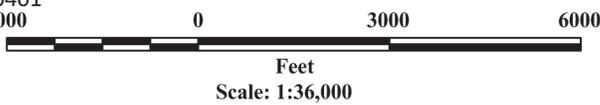




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Figure 4: Landscape Setting and Conservation Areas

Scale: 1" = 3,000'
 Source: ODFW COA, 2018,
 USFWS NWI
 NAIP flown 2018
 Drafted: 1_15_20



7: Awbrig silty clay loam - Hydric
 33: Dayton silt loam - Hydric
 34E: Dixonville silty clay loam, 12-30% slopes
 79C: Philomath cobbly silty clay loam, 3-12% slopes

-  Tax lot boundary
-  Farmed Wetland
-  Upland

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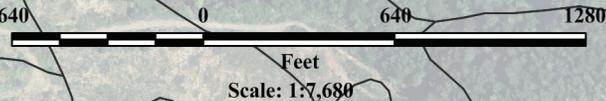
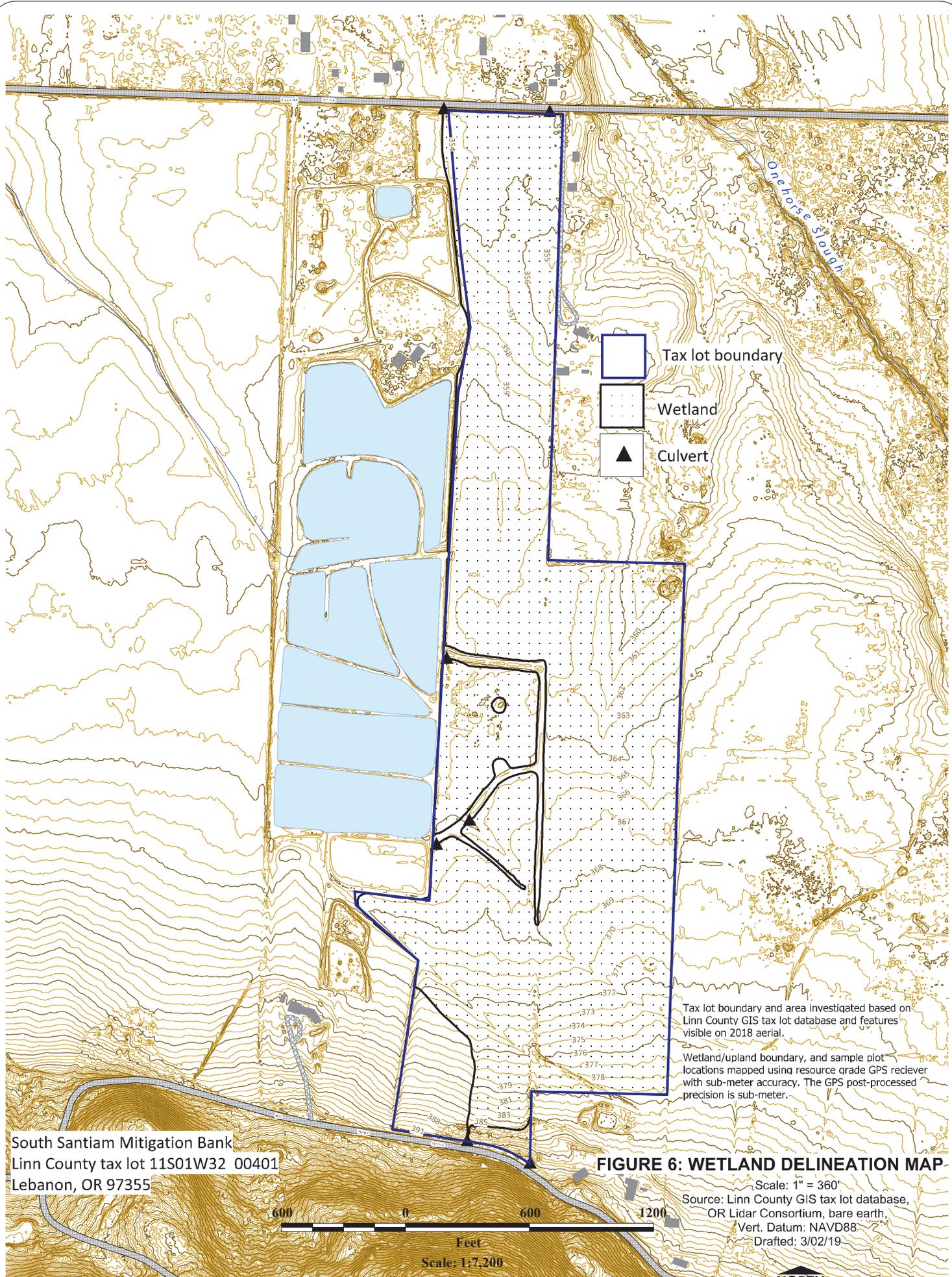


FIGURE 5: EXISTING CONDITIONS 2018

Scale: 1" = 640'
 Source: Oregon Explorer ortho
 Flown: July 28, 2018
 Drafted: 1/15/20





-  Tax lot boundary
-  Wetland
-  Culvert

Tax lot boundary and area investigated based on Linn County GIS tax lot database and features visible on 2018 aerial.

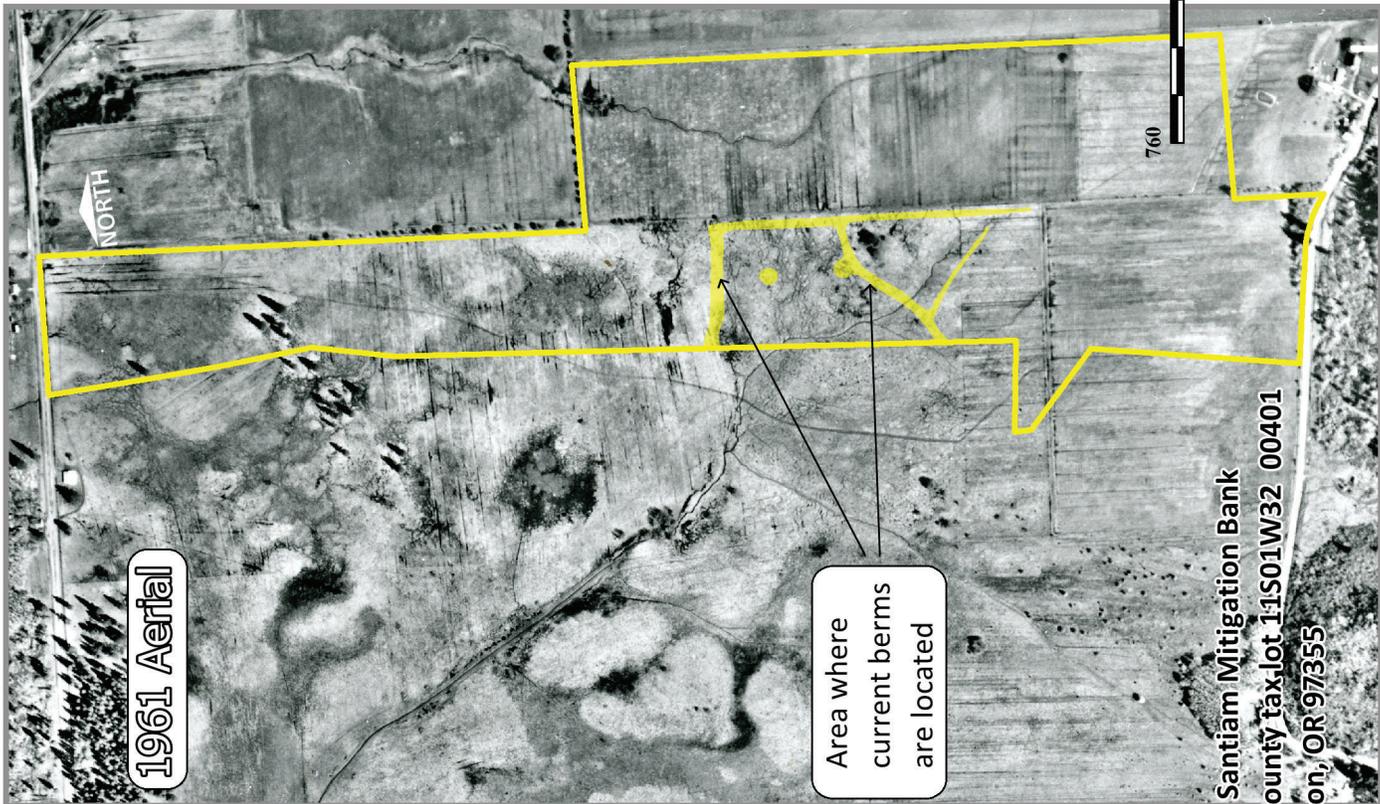
Wetland/upland boundary, and sample plot locations mapped using resource grade GPS receiver with sub-meter accuracy. The GPS post-processed precision is sub-meter.

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FIGURE 6: WETLAND DELINEATION MAP

Scale: 1" = 360'
 Source: Linn County GIS tax lot database,
 OR Lidar Consortium, bare earth,
 Vert. Datum: NAVD88
 Drafted: 3/02/19

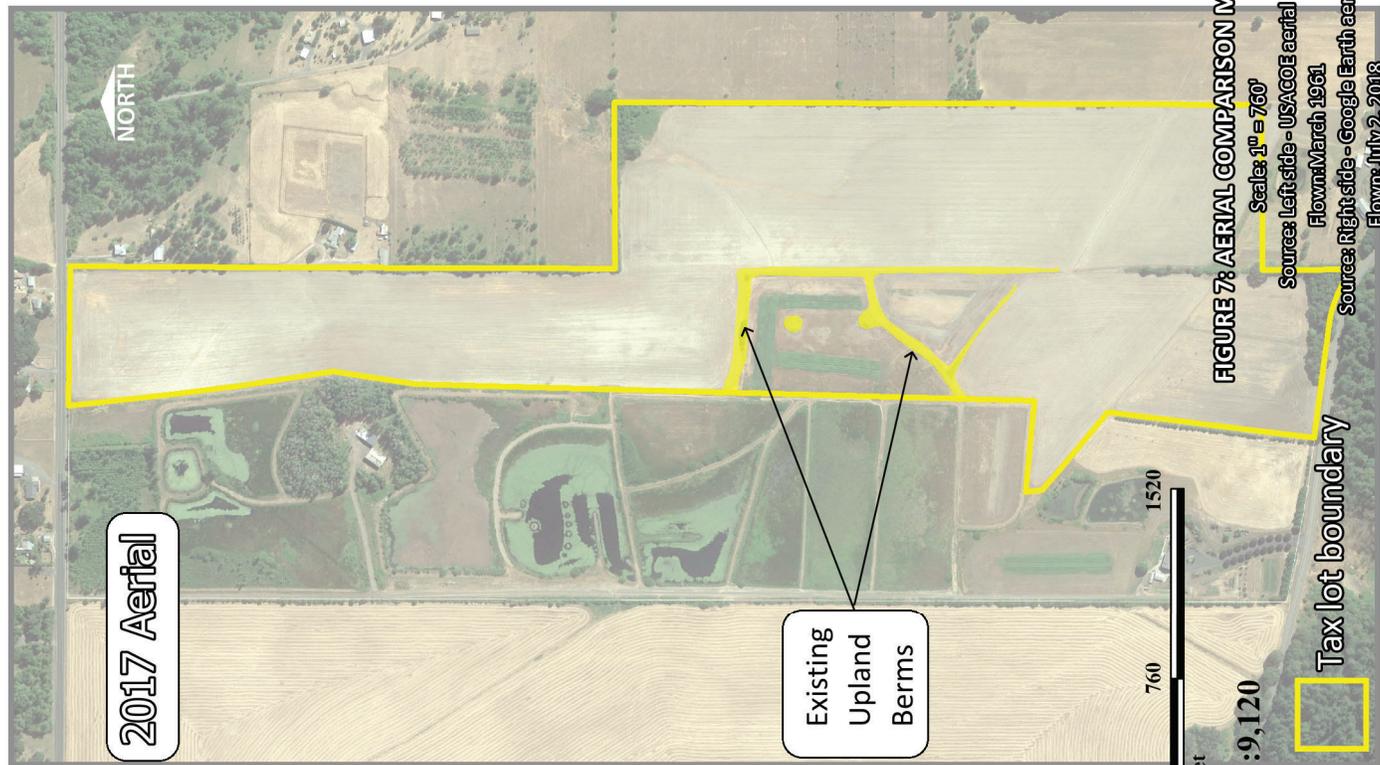
600 0 600 1200
 Feet
 Scale: 1:7,200



1961 Aerial

Area where current berms are located

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2017 Aerial

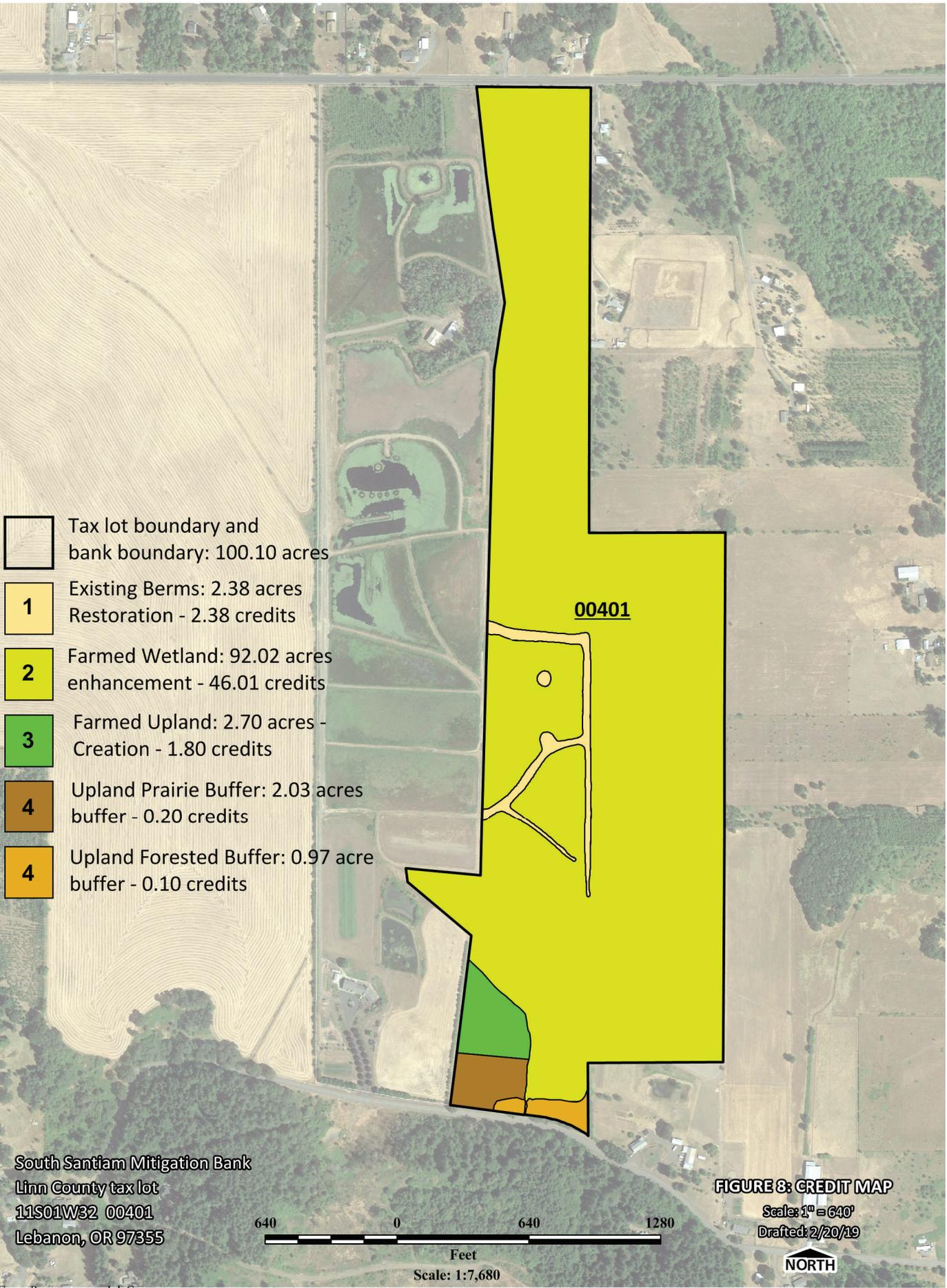
Existing Upland Berms

Scale: 1" = 760'

Source: Left side - USAGOE aerial
 Flown March 1961
 Source: Right side - Google Earth aerial
 Flown July 2, 2018
 Drafted: 8/02/19

Tax lot boundary

FIGURE 7: AERIAL COMPARISON MAP



-  Tax lot boundary and bank boundary: 100.10 acres
-  Existing Berms: 2.38 acres
Restoration - 2.38 credits
-  Farmed Wetland: 92.02 acres
enhancement - 46.01 credits
-  Farmed Upland: 2.70 acres -
Creation - 1.80 credits
-  Upland Prairie Buffer: 2.03 acres
buffer - 0.20 credits
-  Upland Forested Buffer: 0.97 acre
buffer - 0.10 credits

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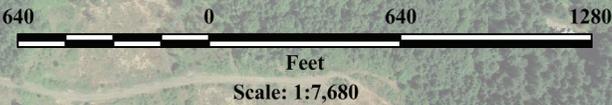


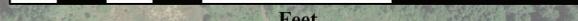
FIGURE 8: CREDIT MAP
 Scale: 1" = 640'
 Drafted: 2/20/19


-  Tax lot and bank boundary: 100.10 acres
-  Wet Prairie Forbs: 37.10 acres
-  Vernal Pool (1-6") Veg: 16.61 acres
-  Vernal Pool (>6") Veg: 17.10 acres
-  PFO Veg: 5.00 acres
-  PSS Veg: 4.5 acres
-  Upland Prairie Buffer: 2.03 acres
-  Upland Forested Buffer: 0.97 acres
-  Graminoid Veg: 16.79 acres
-  Berms

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Geo Resources LLC

640 0 640 1280



Feet
 Scale: 1:7,680

FIGURE 9: PLANTING PLAN MAP

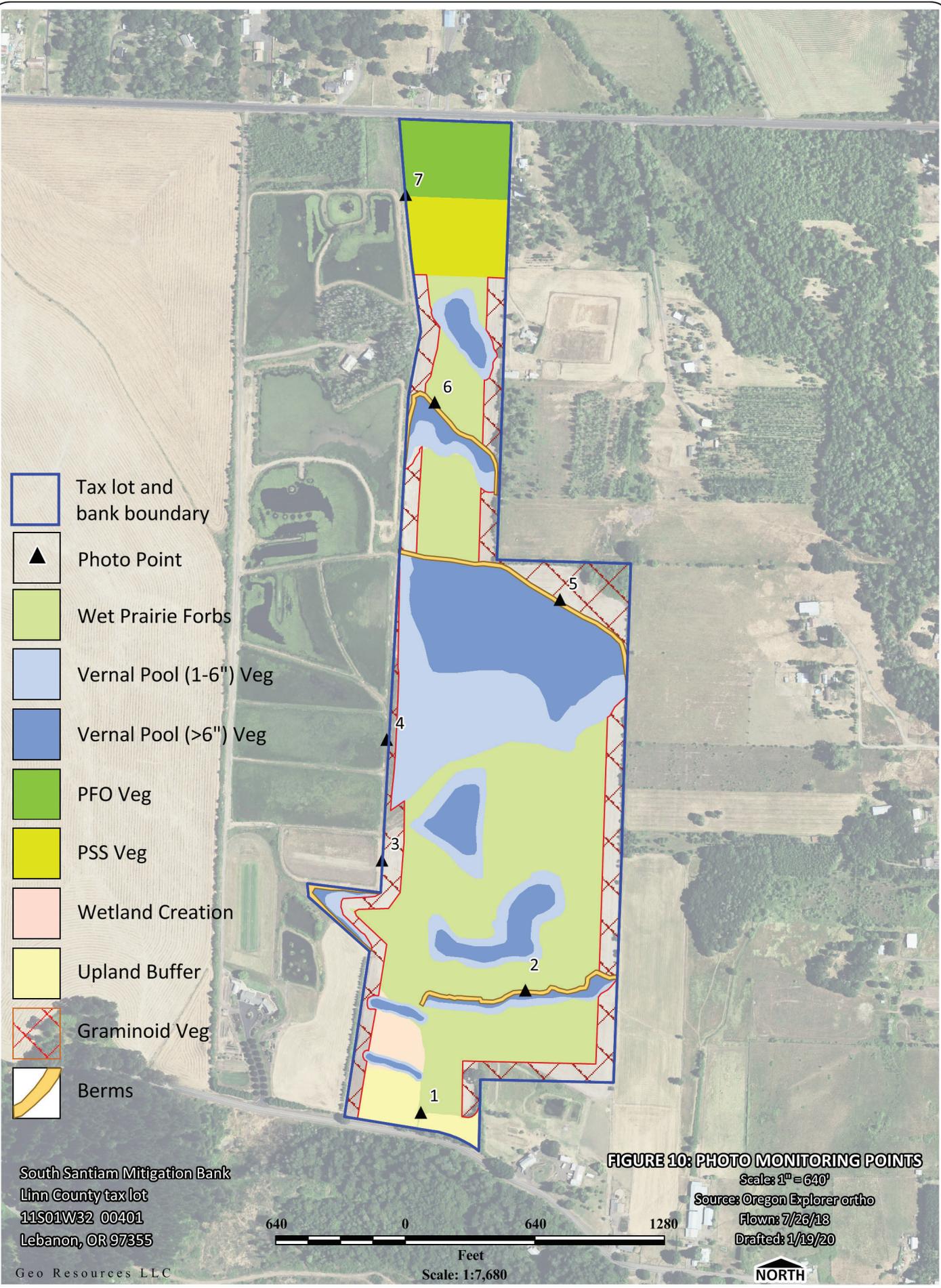
Scale: 1" = 640'

Source: Google Earth aerial

Flown: 7/26/18

Drafted: 1/15/20





- Tax lot and bank boundary
- ▲ Photo Point
- Wet Prairie Forbs
- Vernal Pool (1-6") Veg
- Vernal Pool (>6") Veg
- PFO Veg
- PSS Veg
- Wetland Creation
- Upland Buffer
- Graminoid Veg
- Berms

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Geo Resources LLC



FIGURE 10: PHOTO MONITORING POINTS

Scale: 1" = 640'

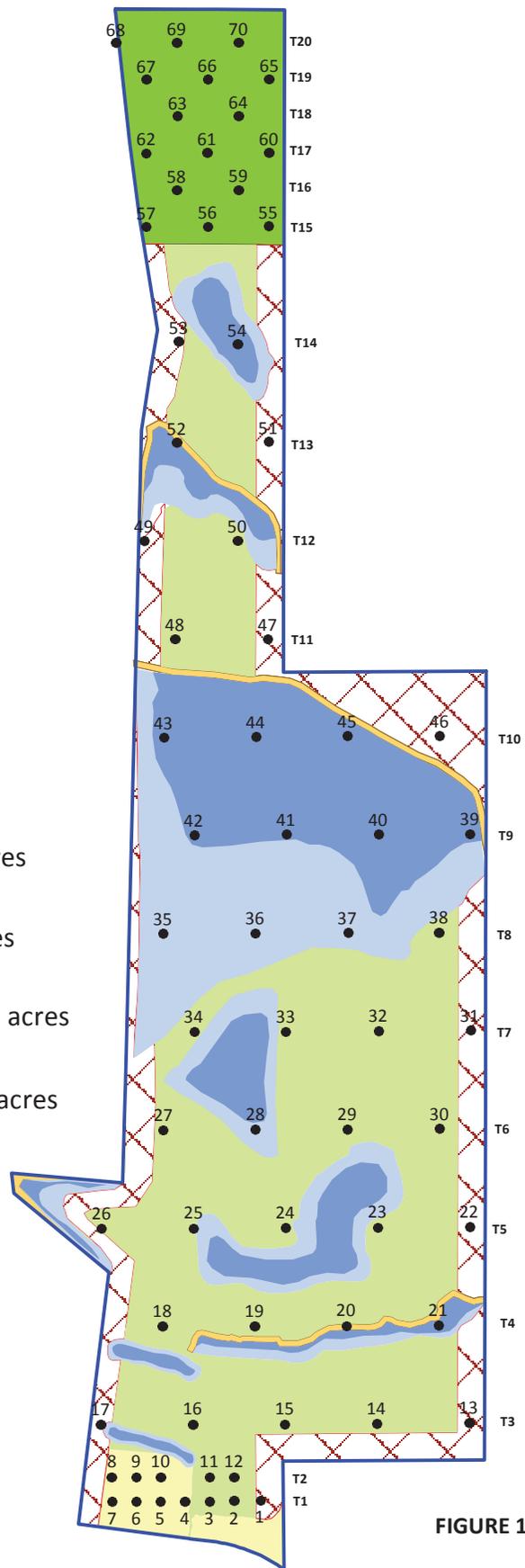
Source: Oregon Explorer ortho

Flown: 7/26/18

Drafted: 1/19/20



-  Veg monitoring plot
-  Tax lot boundary: 100.10 acres
-  Wet Prairie Forbs: 37.10 acres
-  Vernal Pool Veg (1-6"): 16.61 acres
-  Vernal Pool Veg (>6"): 17.10 acres
-  PSS/PFO Veg: 9.50 acres
-  Upland Buffer: 3.00 acres
-  Graminoid Veg: 16.79 acres
-  Berms



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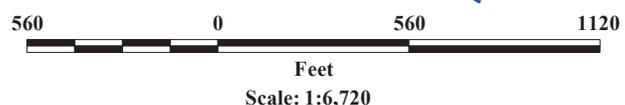
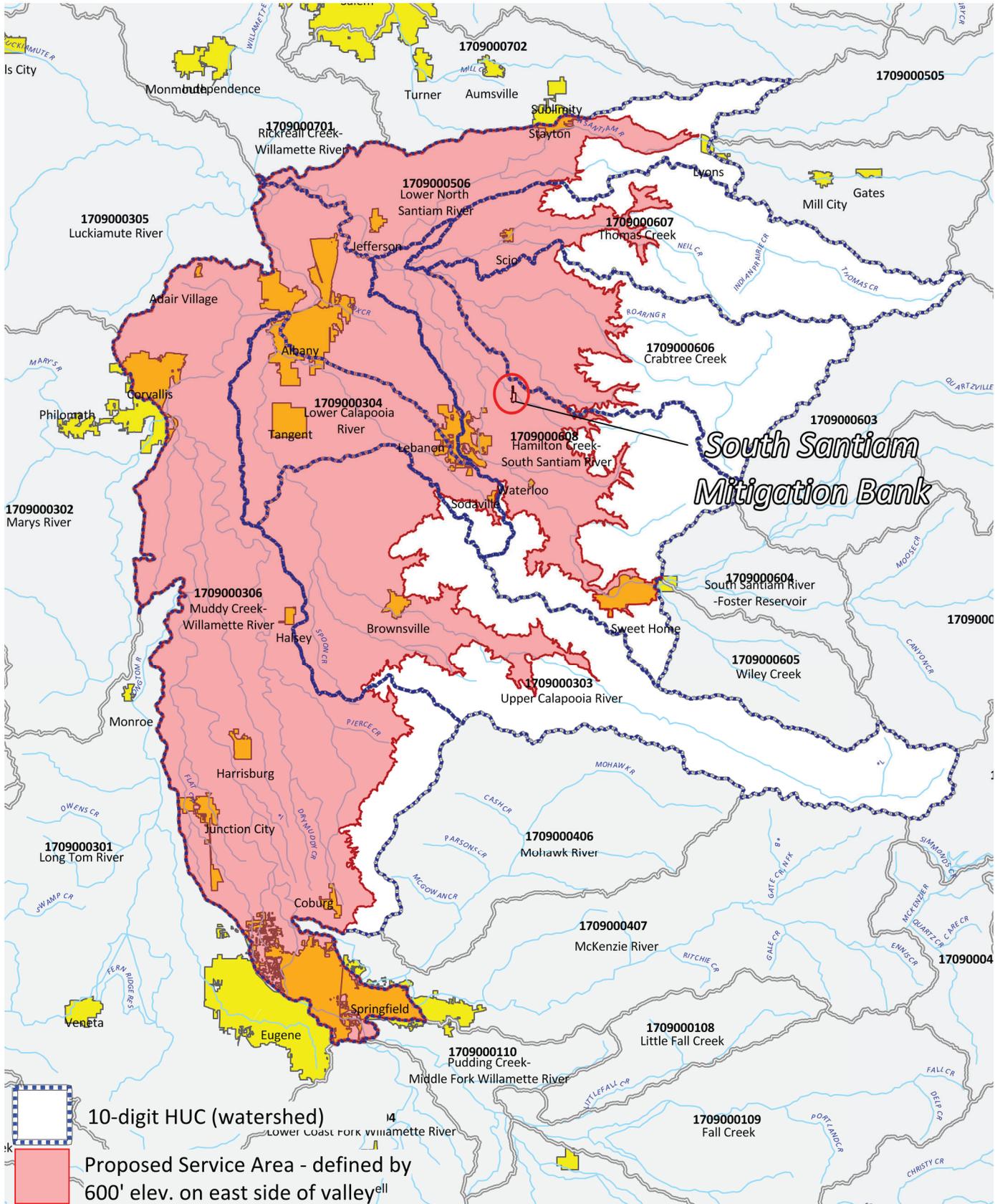


FIGURE 11: VEG MONITORING MAP

Scale: 1" = 560'
 Drafted: 1/15/20





 10-digit HUC (watershed)
 Proposed Service Area - defined by 600' elev. on east side of valley^{ell}

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FIGURE 12: SERVICE AREA MAP

Scale: 1 in. = 8 mi.
 Source: 2008 Oregon 10 Meter Digital Elevation Model raster digital data NAD 83 OR Lambert Feet Intl
 Vertical Datum: NAVD 88
 Drafted: 3/2/19

