Department of Energy
Bonneville Power Administration
P.O. Box 3621
Portland, Oregon 97208-3621

In reply refer to: BPA-2026-01154-F (Lama)

October 15, 2026

SENT VIA EMAIL ONLY TO: [redacted PII]

Bernard Lama
[redacted PII]

Dear Mr. Lama,

This communication is the Bonneville Power Administration's (BPA) final response to your request for agency records made under the Freedom of Information Act, 5 U.S.C. § 552 (FOIA). Your request was received on February 9, 2026, and formally acknowledged on March 9, 2026.

This communication concerns your request for agency records sent to the Bonneville Power Administration (BPA) and made under the Freedom of Information Act, 5 U.S.C. § 552 (FOIA). BPA received your records request on February 5, 2026. The agency formally acknowledged your records request via letter to you dated March 5, 2026.

Request
You seek, "… all contracts, agreements, letters of understandings, etc. entered into for any property generally located at: 6539 LUCKENBILL RD WALLA WALLA, WA, owned by TOUCHET RIVER RANCH LLC (WA UBI Number: 605 556 927). This request would include but is not limited to agreements/contracts with contractors, suppliers, engineers/engineering companies, the owner, consultants, etc."

Response
BPA searched for and gathered records responsive to your request from knowledgeable subject matter experts in the agency's Real Property Field Services and Office of General Counsel (Natural Resources and Lands) offices. Accompanying this communication are 706 pages of responsive agency records with the following redactions applied:

- 133 redactions under 5 U.S.C. § 552(b)(6) (Exemption 6).

A more detailed explanation of the applied exemptions follows.

Explanation of Exemptions
The FOIA generally requires the release of all agency records upon request. However, the FOIA permits or requires withholding certain limited information that falls under one or more of nine

statutory exemptions (5 U.S.C. §§ 552(b)(1-9)). Further, section (b) of the FOIA, which contains the FOIA's nine statutory exemptions, also directs agencies to publicly release any reasonably segregable, non-exempt information that is contained in those records.

Exemption 6

Exemption 6 serves to protect Personally Identifiable Information (PII) contained in agency records when no overriding public interest in the information exists. BPA does not find an overriding public interest in the release of the information redacted under Exemption 6—specifically, personal contact information, handwritten signatures, the name of a tenant, and photos of individuals. The individuals have a privacy interest in this information, and it sheds no light on the executive functions of the agency. Consequently, BPA finds no overriding public interest in its release. BPA cannot waive these redactions, as the protections afforded by Exemption 6 belong to individuals and not to BPA.

Lastly, as required by 5 U.S.C. § 552(a)(8)(A), information has been withheld only in instances where (1) disclosure is prohibited by statute, or (2) BPA foresees that disclosure would harm an interest protected by the exemption cited for the record. When full disclosure of a record is not possible, the FOIA statute further requires that BPA take reasonable steps to segregate and release nonexempt information. The agency has determined that in certain instances partial disclosure is possible and has accordingly segregated the records into exempt and non-exempt portions.

Non-Responsive

The accompanying records include two Statement of Work reports that compile information from separate records that concern properties other than 6539 LUCKENBILL RD WALLA WALLA, WA. These references have been redacted as "Not Responsive."

Fees

There are no fees associated with processing your FOIA request.

Certification

Pursuant to 10 C.F.R. § 1004.7(b)(2), I am the individual responsible for the records search and response described above. Your records request is now closed with no agency records available to provide.

Appeal

Note that the records release certified above is final. Pursuant to 10 C.F.R. § 1004.8, you may appeal the adequacy of the records search, and the completeness of this final records release, within 90 calendar days from the date of this communication. Appeals should be addressed to:

Director, Office of Hearings and Appeals
HG-1, L'Enfant Plaza
U.S. Department of Energy
1000 Independence Avenue, S.W.
Washington, D.C. 20585-1615

The written appeal, including the envelope, must clearly indicate that a FOIA appeal is being made. You may also submit your appeal by e-mail to OHA.filings@hq.doe.gov, including the phrase "Freedom of Information Appeal" in the subject line. (The Office of Hearings and Appeals prefers to receive appeals by email.) The appeal must contain all the elements required by 10 C.F.R. § 1004.8, including a copy of the determination letter. Thereafter, judicial review will be available to you in the Federal District Court either (1) in the district where you reside, (2) where you have your principal place of business, (3) where DOE's records are situated, or (4) in the District of Columbia.

Additionally, you may contact the Office of Government Information Services (OGIS) at the National Archives and Records Administration to inquire about the FOIA mediation services they offer. The contact information for OGIS is as follows:

Office of Government Information Services
National Archives and Records Administration
8601 Adelphi Road-OGIS
College Park, Maryland 20740-6001
E-mail: ogis@nara.gov
Phone: 202-741-5770
Toll-free: 1-877-684-6448
Fax: 202-741-5769

Questions about this communication may be directed to James King, FOIA Public Liaison, at jjking@bpa.gov or 503-230-7621. Questions may also be directed to E. Thanh Knudson, Case Coordinator (ACS Staffing Group), at 503-230-5221 or etknudson@bpa.gov.

Sincerely,

Candice D. Palen
Freedom of Information/Privacy Act Officer

Attachments / Enclosures: Agency records responsive to FOIA request BPA-2026-01554-F accompany this communication.

NOTICE OF EXISTANCE OF A RIPARIAN CONSERVATION AGREEMENT

Parties:
Touchet River Ranch, LLC ("Owner"); and **Confederated Tribes of the Umatilla Indian Reservation** ("CTUIR").

Duration of Agreement: The Parties have entered into a Riparian Conservation Agreement effective as of February 1, 2022 (the "Agreement"). The Term of the Agreement ends on June 30, 2035.

Location and description of property:
Owner's real property subject to the terms of the Agreement is described as; the stream corridor, riparian, stream bank, and stream channel bottom within Walla Walla County, the approximately 170 acre portion of Tax Lots 340929330005, 340929330007, 340929330004 and 340929330008 outlined in blue in Exhibit A. Parcels are located in Township 8 North, Range 33 Eas t, Section 1, Township 8 North, Range 33 East, Section 6, Township 9 North, Range 34 East, Section 31, Township 9 North, Range 34 East, Section 32 and Township 9 North, Range 34 East, Section. The Agreement pertains to certain actions to be taken on portions of the Property, as further illustrated on attached Exhibit B (the "Scope of Work").

Purpose, permitted and restricted activities:
The purpose of this Agreement is to promote sound resource management that will achieve benefits for fish and wildlife habitat, water quality and soil and water conservation in the Project Area. It is not the intent of this Agreement to control natural flood events or to protect manmade structures on the Owner's property.

Subject to the provisions of this Agreement, the Owner grants permission to CTUIR, its authorized personnel, employees, agents, contractors and consultants, to enter the property detailed in Section 1 above and the Project Area within said property for the sole purpose of implementing, maintaining, and monitoring habitat improvements and fences in accordance with the Scope of Work attached as Exhibit B and incorporated herein by reference.

After Recording Return to Julie A. Burke at:
Confederated Tribes of the Umatilla Indian Reservation, Department of Natural Resources
Fisheries Program, Administrative Manager
46411 Timine Way, Pendleton, OR 97801

SIGNATURES:

CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION THROUGH ITS DEPARTMENT OF NATURAL RESOURCES

By: (b)(6) Date: 01/06/2022

Teara Farrow Ferman, Interim Deputy Executive Director

STATE OF Oregon

County of Umatilla

Jan. 6, 2022

This instrument was acknowledged before me on 1/6, 2022 ~~2021~~ by Teara Farrow Ferman.

OFFICIAL STAMP
DANIEL LEROY FEIL
NOTARY PUBLIC-OREGON
COMMISSION NO. 977496
MY COMMISSION EXPIRES AUGUST 06, 2022

(b)(6)

Notary Public for Oregon
My Commission Expires: 8/6/22

PROPERTY OWNERS

By: (b)(6) Date: 1-17-22

Touchet River Ranch, LLC, Owners 1-17-22

STATE OF ~~Washington~~

County of Benton

January 17th, 2022

This instrument was acknowledged before me on January 17th, 2022 by (b)(6).

ISAAC WELLIVER
COMMISSION EXPIRES
05/22/2024
NOTARY
PUBLIC
LICENSE NUMBER 21008008
STATE OF WASHINGTON

(b)(6)

Notary Public for Washington
My Commission Expires: 05-22-2024

Exhibit A – Map of Project Area

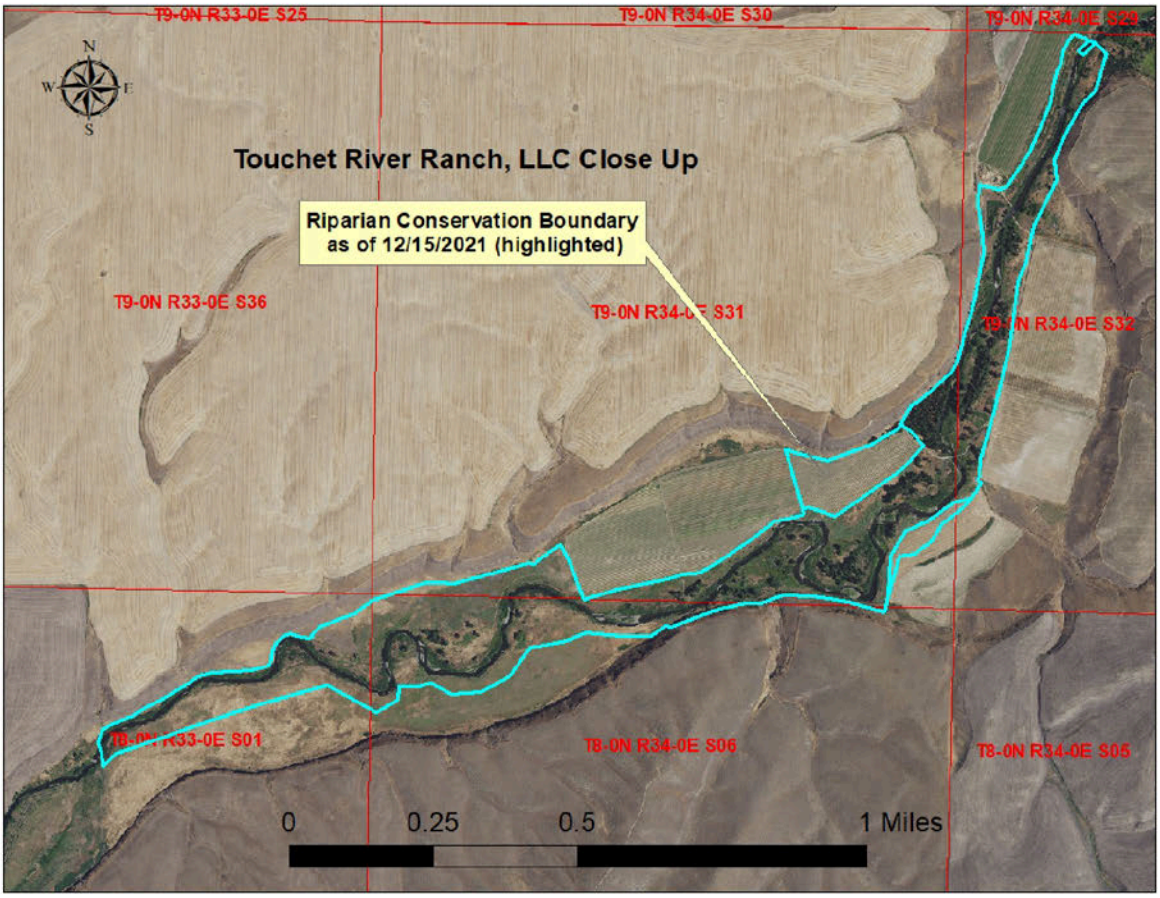

Exhibit B – Riparian Conservation Agreement

Scope of Work

Within the agreement boundary, as shown on Exhibit A:

1. CTUIR and project collaborators shall work cooperatively with the landowner to survey, design, implement, monitor, maintain and showcase a salmonid habitat enhancement project to improve riverine function, and achieve project objectives related to making improvements to the following processes: geomorphology, hydrology, connectivity, aquatic biota, and riparian vegetation on the landowner's property. CTUIR shall be responsible for the following actions depicted within the agreement boundary as illustrated in Exhibit A:

    i. Obtaining all necessary permits;

    ii. Securing all necessary funds and selecting capable subcontractors;

    iii. Coordination between Owners and contractors throughout design processes;

    iv. Surveying physical attributes of the Project Area and fish response;

    v. Supervising construction activities;

    vi. Monitoring progress of restoration actions;

    vii. Maintaining the Project Area to promote accelerated recovery from disturbance and provide optimal aesthetics;

    viii. Promoting achievements of the project;

    ix. Securing access to the property with advanced notice and mutual consent;

    x. Administration of contracts, budgets, and reporting deliverables.

RIPARIAN CONSERVATION AGREEMENT

Walla Walla Basin Fish Habitat Project

This Riparian Conservation Agreement ("Agreement") is entered into by and between the Confederated Tribes of the Umatilla Indian Reservation ("CTUIR"), acting through its Department of Natural Resources and Touchet River Ranch LLC ("Owner"), as of the date of the last signature affixed below.

Recitals:

A. CTUIR wishes to maintain stream and riparian habitat improvement projects and conservation practices implemented on the Owner's property in Walla Walla County, Washington. This riparian corridor is part of fish habitat improvement activities performed in the areas designated in Exhibit A (Map of Project Area).

B. The purpose of this Agreement is to promote sound resource management that will achieve benefits for fish and wildlife habitat, water quality and soil and water conservation in the Project Area. Though every attempt will be made to protect existing infrastructure throughout the design and construction, it is not the intent of this Agreement to control natural flood events or to protect manmade structures on the Owner's property.

C. The CTUIR intends to work cooperatively with the Owner and other partners to restore and protect habitat critical to the survival of native fish and wildlife species.

Agreements:

The parties agree as follows:

1. Legal Description. The real property subject to the terms of this Agreement is described as follows:

   The stream corridor, riparian, stream bank, and stream channel bottom within Walla Walla County, the approximately 170 acre portion of Tax Lots 340929330005, 340929330007, 340929330004 and 340929330008 outlined in red in Exhibit A. Parcels are located in Township 8 North, Range 33 East, Section 1, Township 8 North, Range 33 East, Section 6, Township 9 North, Range 34 East, Section 31, Township 9 North, Range 34 East, Section 32 and Township 9 North, Range 34 East, Section 29.

2. Access, Implementation, and Maintenance. Subject to the provisions of this Agreement, the Owner grants permission to CTUIR, its authorized personnel, employees, agents, contractors and consultants, to enter the property detailed in Section 1 above and the Project Area within said property for the sole purpose of implementing, maintaining, and monitoring habitat improvements and fences in accordance with the Scope of Work attached as Exhibit B and incorporated herein by reference. Generally,

CTUIR staff will conduct property visits to inspect the project and at other times as necessary to monitor compliance with terms and conditions of this Agreement. Access will be coordinated regularly with Owner.

a. CTUIR will be responsible for monitoring all fish habitat improvements and conservation practices for the term of this Agreement.

b. Nothing in this Agreement shall operate to vest CTUIR with any right, title or interest to the Project Area or Owner's property by adverse possession or otherwise.

3. Consideration. The Owner agrees to accept, as consideration for CTUIR's implementation and maintenance of habitat improvements and conservation practices, the value of all improvements constructed or planted in the Project Area by CTUIR pursuant to this Agreement in lieu of direct monetary compensation.

4. Standard of Performance. CTUIR agrees to perform monitoring and any essential maintenance of all habitat improvements described in Exhibit B in a professional manner with skill, care and supervision necessary to assure completion of high quality work for the purposes contemplated.

5. Effective and Termination Date. This Agreement shall be effective as of the last signature affixed below and shall terminate on June 30, 2035.

6. Permits and Authorizations.

(a) The CTUIR and its partners shall be solely responsible, without expense to the Owner, for obtaining all necessary governmental permits, authorizations and approvals prior to commencement of any work in the Project Area.

(b) The Owner shall not be named as a permittee or responsible party for any government permit, authorization or approval applicable to the work conducted by the CTUIR in the Project Area.

(c) The CTUIR shall be solely responsible for complying with the terms and conditions of any government permit, authorization or approval applicable to work conducted by the CTUIR in the Project Area.

(d) The Owner shall be liable for any intentional destruction, alteration or damage caused by the Owner, Owner's agents or lessees of habitat improvements, constructed or planted by the CTUIR or its partners in the Project Area.

7. Early Termination of Agreement.

(a) Either the Owner or CTUIR may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach, or in the alternative, provided a plan and schedule for curing the breach acceptable to the non-breaching party within 30 days of the date of the notice of breach, then the party giving the notice may terminate the Agreement by written notice to the other party.

(b) In the event of early termination pursuant to 7(a) above by the CTUIR due to a breach by the Owner, the Owner shall pay to the CTUIR the cost of habitat improvements, including costs for stream channel and floodplain design, construction, materials purchased, structures installed, fencing constructed and plantings made by the CTUIR for habitat improvements, taking into account reasonable depreciation.

(c) In the event of early termination pursuant to 7(a) above by the Owner due to a breach by CTUIR, the Owner may take all necessary and reasonable actions consistent with the purpose of this Agreement to remedy the breach (including restoration of the Project Area if more cost effective than completion of the work) either by itself, by agreement with another contractor or by a combination thereof, and CTUIR shall pay to the Owner the cost incurred by the Owner to remedy the breach.

(d) The remedies provided to the parties in this Agreement are not exclusive. The parties are also entitled to pursue any other equitable and legal remedies that are available.

8. Restrictions of Owner.

(a) The Owner and Owner's agents or lessees are restricted from the following activities ("Restricted Activities") unless prior written consent is obtained from CTUIR. CTUIR will reply to this request within 7 days, or the consent will be implied:

i. No burning, removing or damaging native vegetation in any way, including intentional livestock or domestic animal grazing unless negotiated within a Grazing Management Plan;

ii. Following implementation, no alterations within the stream channel are permitted by the Owner without prior consent and oversight by CTUIR;

iii. No removal or alteration of dead and down trees; except in the case of fallen trees that create a safety hazard;

iv. No construction of buildings, bridges, fences or other structures;

v. No construction of new trails, roads or perennial stream fords;

vi. No placement of fill materials (rock, concrete, soils, etc.);

vii. No draining, altering or otherwise disturbing wetland areas.

(b) In the event the Owner is ordered by a governmental entity authorized to issue such an order to engage in a Restricted Activity on an emergency basis, owner may comply with such order without prior written consent of the CTUIR only if it is impracticable to obtain consent within the time given for compliance with the order. Upon receipt of any such order, Owner shall immediately inform and coordinate with the CTUIR to limit the impact of the ordered action to the conservation goals of this Agreement.

9. Miscellaneous Provisions.

a. This agreement may be amended only by mutual written consent of the CTUIR and the Owner. Any such amendments shall be attached to this agreement as Exhibits.

b. Maintenance of any fence erected by CTUIR will be the responsibility of CTUIR for the duration of this Agreement. Except for damage that is caused by Owner as set forth in subsection 6(d), CTUIR agrees to promptly repair damage to the fence erected in the Project Area.

c. Subject to those restrictions described in paragraph 8, nothing in this Agreement shall prevent or deny the Owner or Owner's lessee's access to the Project Area for any reason or purpose. The Owner specifically reserves the right on behalf of themselves, their agents, employees and guests, to hunt game and fish in the Project Area.

d. The parties agree to cooperate in the planning and facilitation of riparian and upland management and improvement activities in the Project Area. The parties further agree to mutually manage the Project Area to promote riparian vegetation for the benefits of fish and wildlife habitat and soil and water conservation, while accommodating Owners interest in farming and ranching.

e. The CTUIR agrees to coordinate its actions with the Owner and/or his lessees as necessary in performing any work under this Agreement to minimize impacts on farm and ranch activities.

10. Liability and Indemnification. Subject to the extent of liability coverage provided in the insurance policy set forth in Paragraph 12 below, the CTUIR agrees to defend, hold harmless, and indemnify the Owner and Owner's officers, agents, and employees (the "Indemnified Parties") against all losses, liabilities, claims, damages, costs or expenses, including reasonable attorney's fees and expenses (collectively, "Claim") that are brought against the Indemnified Parties arising out of or related to (1) any personal injury, death or property damage caused by any act, omission, error, fault, mistake or negligence of the CTUIR or its employees, agents, or subcontractors related to this agreement, (2) any act or omission by the CTUIR that constitutes a non-trivial (from the perspective of a reasonable person in the position of the Indemnified Parties) breach of this agreement. The CTUIR's obligation under this section shall not extend to any Claim primarily caused by the negligence or intentional misconduct of an Indemnified Party.

11. Liens. CTUIR shall not permit the filing of any lien associated with its activities as described herein against the Owner's property, and if any lien is so filed, CTUIR shall take all necessary steps to promptly remove such lien at no cost or expense to the Owner. This section shall survive termination of this Agreement.

12. Liability Insurance. The CTUIR shall maintain public liability and property damage insurance that protects CTUIR and the Owner and Owner's officers, agents, assignees and employees from any and all claims, demands, actions and suits for damage to property or personal injury, including death, arising from CTUIR's work under this Agreement. The insurance shall be without prejudice to coverage otherwise existing and shall name as an additional insured the Owner. Notwithstanding the naming of additional insured's, the insurance shall protect each insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. The coverage must apply as to claims between insured's on the policy. The insurance shall provide that the insurance shall not terminate or be canceled without 30 days written notice first being given to the Owner. Prior to cancellation or termination of the insurance, CTUIR shall provide a new policy with the same terms. CTUIR agrees to maintain continuous, uninterrupted coverage for the duration of this Agreement. The insurance shall include coverage for any damages or injuries arising out of the use of automobiles or other motor vehicles by CTUIR employees.

13. Compliance with Laws. In performing under this Agreement, CTUIR shall comply with all applicable law, including statutes, ordinances, resolutions, rules, plans, decrees or orders, including applicable environmental and land use laws.

14. Assignment. CTUIR shall not assign this Agreement, in whole or in part, or any right or obligation hereunder, without the prior written approval of the

Owner, which Owner may withhold for any reason. The Owner understands that this Agreement is an encumbrance on the land and shall be binding upon the parties' heirs, assigns or successors in interest.

15. Subcontracting. CTUIR agrees that if subcontractors are employed in the performance of this Agreement, CTUIR shall require the subcontractor to agree, as to the portions subcontracted, to fulfill all obligations of CTUIR as specified in this Agreement. Notwithstanding the employment of subcontractors, CTUIR shall remain obligated for full performance hereunder, and the Owner shall incur no obligation other than their obligations to CTUIR hereunder. CTUIR's subcontractors shall be subject to the applicable requirements and sanctions of Washington State RCW 51.12.025, workers' compensation.

16. Independent Contractor Status.

(a) CTUIR shall perform the work hereunder as an independent contractor.

(b) CTUIR, its subcontractors and their employees, are not employees of the Owner and are not eligible for any benefits through the Owner, including unemployment compensation and retirement benefits.

(c) CTUIR shall have complete control over its personnel and operations and shall be solely and completely responsible for working conditions on the job site, including the safety of all of its personnel and property during performance of this Agreement.

17. Authorized Representatives. Each party to this Agreement hereby appoints a representative who shall be fully authorized to carry out that party's obligations and execute any documents required by this Agreement.

The Owner's authorized representative for this Agreement shall be:

Touchet River Ranch, LLC
John and Susan Gailey
222 Indian Court
Richland, WA 99352
509-539-6426, 509-987-3910

The CTUIR's authorized representatives for this Agreement shall be:

(1) Julie Burke (Administrative Contact) Tel: 541-429-7292
(2) Gerald Middel (Technical Contact) Tel: 541-969-9925

Written inquiries or responses to the CTUIR's authorized representatives shall be mailed to the attention of the above individual(s) at the following address:

Confederated Tribes of the Umatilla Indian Reservation
Department of Natural Resources
Fisheries Program
46411 Timíne Way
Pendleton, OR 97801

Either party may change their authorized representative upon written notice provided to the other party.

18. Notice. Any notice provided for under this Agreement shall be sufficient if in writing and delivered personally to the authorized representative described in Paragraph 17, or deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the authorized representative at the address described in Paragraph 17.

19. Arbitration. Any dispute or claim that arises out of or relates to this Agreement, or for the interpretation or breach thereof, shall be resolved by arbitration or mediation.

20. Attorney Fees. In the event of any suit, action or arbitration proceeding arising at law or in equity out of or in connection with this Agreement, the prevailing party in such suit, action or arbitration and in any appeal there from shall be entitled to recover from the losing party the prevailing party's reasonable attorneys' fees, costs, and expenses determined by the court, or arbitrator before which the proceeding was tried or heard.

21. Severability. If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.

22. Integration. This Agreement contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements. No modification to this Agreement shall be valid unless written and signed by an authorized representative of the Owner and CTUIR. The persons executing this Agreement on behalf of each party hereto warrants that they have full power and authority to do so on behalf of each party.

CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION

By:

(b)(6)

Teara Farrow Ferman, Interim Deputy Executive Director

Date: 01/06/2022

PROPERTY OWNER

By:

(b)(6)

Owner Representatives, John and Susan Gailey

Date: 1-16-22

Attachments: Exhibit A – Maps of Project Area
Exhibit B – Riparian Conservation Agreement Scope of Work

Exhibit A – Maps of Project Area

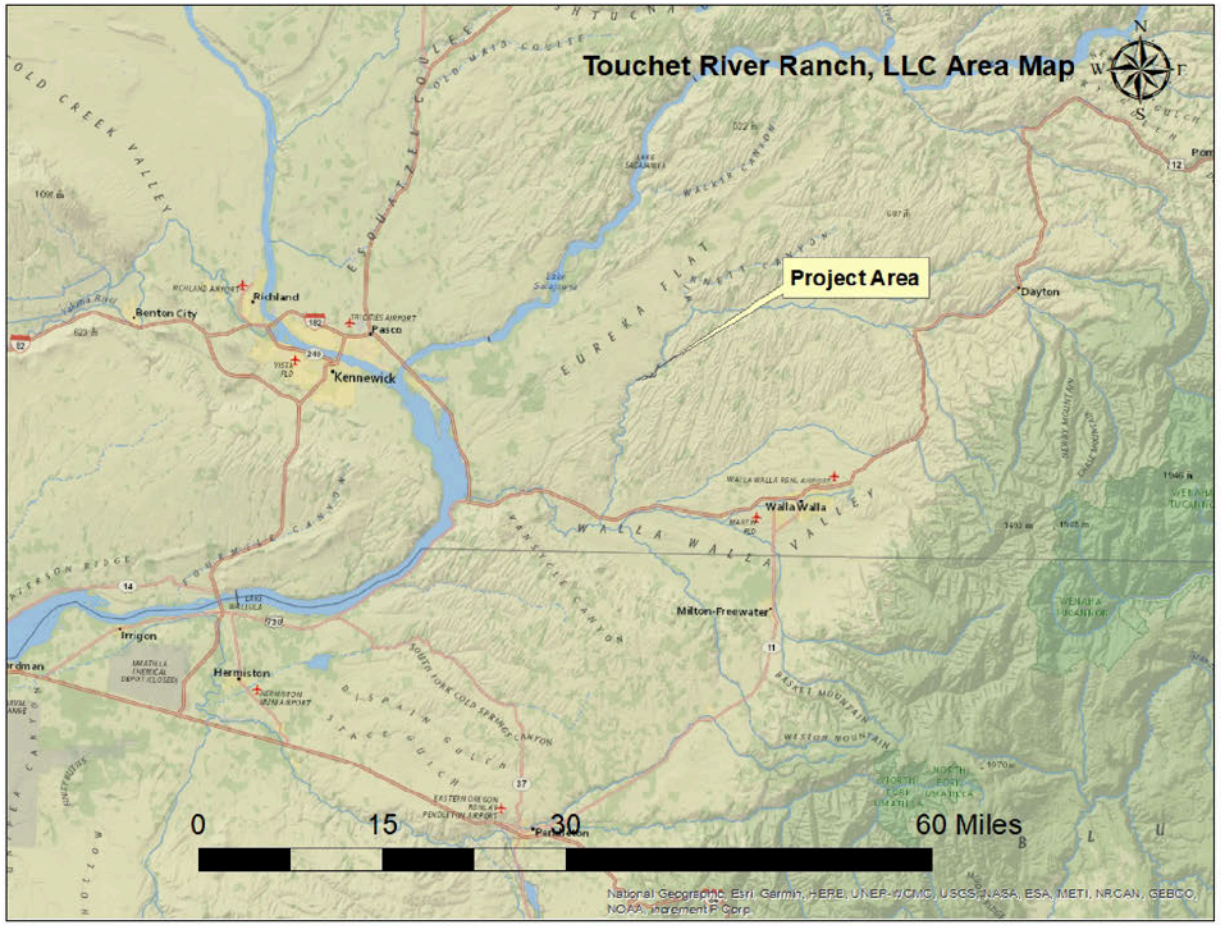

Figure 1. Project Area Map

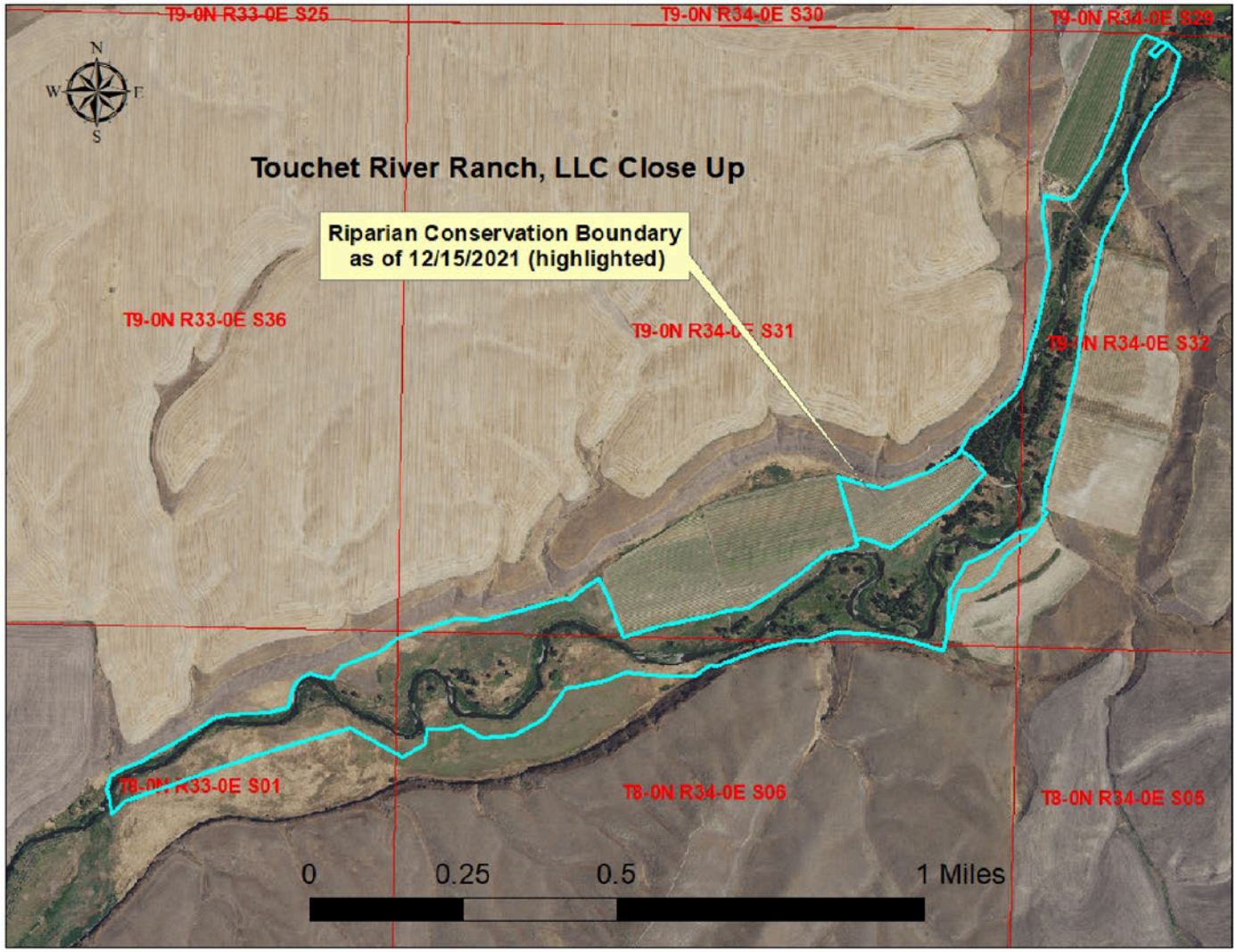

Figure 2. Close up of Riparian Area.

Exhibit B – Riparian Conservation Agreement Scope of Work

Within the agreement boundary, as shown on Exhibit A, the CTUIR agrees to the following:

1. CTUIR and project collaborators shall work cooperatively with the landowner to survey, design, implement, monitor, maintain and showcase a salmonid habitat enhancement project to improve riverine function, and achieve project objectives related to making improvements to the following processes: geomorphology, hydrology, connectivity, aquatic biota, and riparian vegetation on the landowner's property. CTUIR shall be responsible for the following actions depicted within the agreement boundary as illustrated in Exhibit A:

    i. Obtaining all necessary permits;
    ii. Securing all necessary funds and selecting capable subcontractors;
    iii. Coordination between Owners and contractors throughout design processes;
    iv. Surveying physical attributes of the Project Area and fish response;
    v. Supervising construction activities;
    vi. Monitoring progress of restoration actions;
    vii. Maintaining the Project Area to promote accelerated recovery from disturbance and provide optimal aesthetics;
    viii. Promoting achievements of the project;
    ix. Securing access to the property with advanced notice and mutual consent;
    x. Administration of contracts, budgets, and reporting deliverables.

After Recording Return To:

Engineering Clerk
Columbia Rural Electric Association
PO Box 46
Dayton, WA 99328

MEMORANDUM OF "ELECTRIC SERVICE AGREEMENT" WITH COLUMBIA RURAL ELECTRIC ASSOCIATION

Reference Number(s):

E05-00-1201 WO # 3418

Grantor:	Touchet River Ranch LLC
Grantee:	COLUMBIA RURAL ELECTRIC ASSOCIATION
Abbrev Legal Description:	Section 01 Township 08 N Range 33 EWM
Tax Parcel No(s).	34-09-29-33-0008

NOTICE IS HEREBY GIVEN that on October 29, 2014, Columbia Rural Electric Association, a non-profit Washington corporation ("CREA"), and Touchet River Ranch LLC, owner of the property described as parcel no. 34-09-29-33-0008, entered into an Electric Service Agreement ("Agreement") for the purpose of providing electric service.

The Agreement provides for: (1) delivery of service and exclusivity; (2) electric service characteristics; (3) payment of rates and charges; (4) membership in CREA; (5) code compliance; (6) right of access; (7) an easement; (8) continuity of service; (9) term of Agreement; (10) construction cost; and (11) other related matters.

The original Agreement is located at (and may be obtained from) CREA at 115 E. Main Street, Dayton, WA.

2015-00652 AGR
01/27/2015 10:55:54 AM Page 1 of 2 Fees: 73.00
Karen Martin County Auditor, Walla Walla County WA

This Memorandum constitutes record notice to the public and all interested or affected parties.

Dated this 16th day of December, 2014.

CREA

By (b)(6)
Les Teel, CEO

STATE OF WASHINGTON)
) ss.
COUNTY OF Columbia

On this 16th day of December, 2014, before me personally appeared Les Teel, to me known to be the CEO of CREA, a non-profit corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of the corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument for the purposes thereof.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

NICHELLE A. GILBERTSON
Commission Expires
NOTARY
PUBLIC
11-22-2016
STATE OF WASHINGTON

(b)(6)
Notary Public in and for the State of Washington, residing at Dayton
My Appointment expires 12/22/2016

2015-00652 AGR
01/27/2015 10:55:54 AM Page 2 of 2 Fees: 73.00
Karen Martin County Auditor, Walla Walla County WA

TitleOne
a title & escrow co.

TitleOne: Walla Walla
Authorized Agent for:
Title Resources Guaranty Company

File Number: 23488613

Contact Information

We would like to thank you for your business and we appreciate the opportunity to serve you. The title commitment has been sent to the parties listed below.

If you have any closing questions, please contact your Escrow team:

Melissa Lindley
melissa.lindley@titleonecorp.com
(509) 516-2572

Michele Free
michele.free@titleonecorp.com
(509) 516-2581

Escrow Address: 5 E. Main St., Walla Walla, WA 99362
TitleOne State License: WAOIC# 1047305

If you have any title questions, please contact your Title Officer:

Chris Wilson
Chris.Wilson@titleonecorp.com

TitleOne: Walla Walla Address:
5 E. Main St.
Walla Walla, WA 99362

Agents / Brokers and Transaction Coordinators

TITLE RESOURCES

ALTA COMMITMENT FOR TITLE INSURANCE
issued by
TITLE RESOURCES GUARANTY COMPANY

Commitment No. 23488613

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, **TITLE RESOURCES GUARANTY COMPANY**, a TEXAS corporation, (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS
   a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
   b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
   c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
   d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
   e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.

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AMERICAN LAND TITLE ASSOCIATION

f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:
a. the Notice;
b. the Commitment to Issue Policy;
c. the Commitment Conditions;
d. Schedule A;
e. Schedule B, Part I—Requirements; and
f. Schedule B, Part II—Exceptions; and
g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND
The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY
a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
i. comply with the Schedule B, Part I—Requirements;
ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
iii. acquire the Title or create the Mortgage covered by this Commitment.
b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
e. The Company is not liable for the content of the Transaction Identification Data, if any.
f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM
a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.

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c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION
The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is $2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at http://www.alta.org/arbitration.

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TitleOne
a title & escrow co.

5 E. Main St.
Walla Walla, WA 99362
Ph. (509) 525-4300
Fx.
www.titleonecorp.com

Privacy Policy Notice

Rev. 7/28/2022

FACTS	WHAT DOES TITLEONE DO WITH YOUR PERSONAL INFORMATION?
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: • Social Security number and account balances • Payment history and credit card or other debt • Checking account information and wire transfer instructions When you are *no longer* our customer, we continue to share your information as described in this notice.
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons TitleOne chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	**Does TitleOne share?**	**Can you limit this sharing?**
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes- to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes- information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes- information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share

Questions?	Go to https://www.anywhereis.re/privacypolicy

Who we are	
Who is providing this notice?	TitleOne
What we do	
How does TitleOne protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does TitleOne collect my personal information?	We collect your personal information, for example, when you • Apply for insurance or pay insurance premiums • Provide your mortgage information or show your driver's license • Give us your contact information We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only • Sharing for affiliates' everyday business purposes –information about your creditworthiness • Affiliates from using your information to market to you • Sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing.
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. • *Our affiliates include companies that are owned in whole or in part by Anywhere Real Estate Inc., such as Better Homes and Gardens® Real Estate, CENTURY 21®, Coldwell Banker®, Coldwell Banker Commercial®, The Corcoran Group®, ERA®, Sotheby's International Realty®, ZipRealty®, Anywhere Advisors LLC, Cartus and Anywhere Integrated Services LLC.*
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. • *TitleOne does not share with nonaffiliates so they can market to you.*
Joint Marketing	A formal agreement between nonaffiliated financial companies that together market financial products or service to you. • *TitleOne does not share with nonaffiliated financial companies for joint marketing purposes.*
Other Important Information	
For European Union Customers	Please see our Privacy Policy located at https://www.anywhereis.re/privacypolicy
For our California Customers	Please see our notice about the California Consumer Protection Act located at https://www.anywhereis.re/privacypolicy

TITLE RESOURCES®

Rev. 7/28/2022

FACTS	WHAT DOES TITLE RESOURCES GUARANTY COMPANY DO WITH YOUR PERSONAL INFORMATION?
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: • Social Security number and account balances • Payment history and credit card or other debt • Checking account information and wire transfer instructions When you are *no longer* our customer, we continue to share your information as described in this notice.
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons TITLE RESOURCES GUARANTY COMPANY chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does TITLE RESOURCES GUARANTY COMPANY share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes- to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes- information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes- information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share

Questions?	Go to https://www.trgc.com/privacypolicy

Who we are	
Who is providing this notice?	TITLE RESOURCES GUARANTY COMPANY
What we do	
How does TITLE RESOURCES GUARANTY COMPANY protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does TITLE RESOURCES GUARANTY COMPANY collect my personal information?	We collect your personal information, for example, when you • Apply for insurance or pay insurance premiums • Provide your mortgage information or show your driver's license • Give us your contact information We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only • Sharing for affiliates' everyday business purposes –information about your creditworthiness • Affiliates from using your information to market to you • Sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing.
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. • *Our affiliates include companies that are owned in whole or in part by Anywhere Real Estate Inc., such as Better Homes and Gardens® Real Estate, CENTURY 21®, Coldwell Banker®, Coldwell Banker Commercial®, The Corcoran Group®, ERA®, Sotheby's International Realty®, ZipRealty®, Anywhere Advisors LLC, Cartus and Anywhere Integrated Services LLC.*
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. • ***TITLE RESOURCES GUARANTY COMPANY*** *does not share with nonaffiliates so they can market to you.*
Joint Marketing	A formal agreement between nonaffiliated financial companies that together market financial products or service to you. • ***TITLE RESOURCES GUARANTY COMPANY*** *does not share with nonaffiliated financial companies for joint marketing purposes.*
Other Important Information	
For European Union Customers	Please see our Privacy Policy located at https://www.trgc.com/privacypolicy
For our California Customers	Please see our notice about the California Consumer Protection Act located at https://www.trgc.com/privacypolicy

File Number: 23488613

TITLE RESOURCES

COMMITMENT FOR TITLE INSURANCE
Issued by
TITLE RESOURCES GUARANTY COMPANY

Issuing Office: TitleOne
ALTA® Universal ID: 1065022
Commitment Number: 23488613

SCHEDULE A

1. **Commitment Date: October 20, 2023 at 07:30 AM**

2. **Policy or Policies to be issued:**

X	**ALTA Owners Policy (7/1/21)**	***Standard Coverage***	**Policy Amount:**	$0.00
	Proposed Insured:		**Premium:**	$0.00
			Tax:	
	Purchaser with contractual rights under a purchaser agreement with the vested owner identified at Item 4 below.			
	Endorsements: None Requested		**Charge:**	$0.00

3. **The estate or interest in the Land at the Commitment Date is:**
   Fee Simple

4. **The Title is, at the Commitment Date, vested in:**
   Touchet River Ranch, LLC, a Washington limited liability company

5. **The Land described as follows:**
   See Attached Schedule C

Title Resources Guaranty Company
TitleOne

By:

(b)(6)

Chris Wilson, Authorized Signatory

Title Resources Guaranty Company
By: (b)(6)
President/CEO
(b)(6)
Secretary

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Title Resources Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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SCHEDULE B, PART I
Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

2. Pay the agreed amount for the estate or interest to be insured.

3. Pay the premiums, fees, and charges for the Policy to the Company.

4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

5. NOTE: According to the available records, the purported address of the land referenced herein is:

6539 Luckenbill Rd, Walla Walla, WA 99362

6. The description can be abbreviated as suggested below if necessary to meet standardization requirements. The full text of the description must appear in the document(s) to be insured.
Abbreviated Legal: PTN S29, S31, S32, T9N, R34E & PTN S36, T9N, R33E & PTN S1, T8N, R33E & PTN S6, T8N, R34E, Walla Walla County, WA

7. Instruments creating the estate or interest or mortgage to be insured must be properly executed, delivered and duly filed of record.

Pursuant to RCW's 65.04.45 & 65.04.47, the first page of each document must have a 3-inch top margin and a 1-inch side and bottom margins. All succeeding pages must have a 1-inch margin on all sides of each page. No writing, including notary stamp is allowed within said margins. Documents not conforming to these requirements may be recorded for an additional recording fee of $51.00, per document or may result in a rejection by the recording department, pursuant to RCW 65.04.

The standard per page recording charge is $203.50, for the first page and $1.00, for each additional page including the cover sheets for all transfer deeds. A $204.50, recording fee is for the first page for all Deeds of Trust and $1.00, for each additional page.

Reference should be made to the County Auditor for a complete list of recording fees and requirements.

8. NOTE: If a Deed of Trust is contemplated as a part of this transaction, the correct name to be entered as the Trustee is: TitleOne

9. If the Company is requested to delete any exception from any forthcoming policy issued in connection with this commitment, the Company requires satisfactory evidence that the corresponding matter has been reconveyed, satisfied, or otherwise terminated.

10. For each policy to be issued as identified in Schedule A, Item 2, the Company shall not be liable under this commitment until it receives a designation of a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

11. The Company reserves the right to add additional requirements and/or exceptions upon receipt of the details of the forthcoming transaction.

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12. The Company requires for its review satisfactory copy of the Articles of Organization, the Operating Agreement and the regulations of the limited liability company, any amendment thereof, a certificate of good standing, and satisfactory evidence of authority of the officers, managers, or members to execute the documents on behalf of Touchet River Ranch, LLC, a Washington limited liability company. The Company may make additional requirements or exceptions upon disclosure of the same.

13. NOTE: We find no conveyance documents appearing in the public records having been recorded within the last 24 months affecting the real estate under search.

Click HERE for the last transfer document of record.

14. NOTE: No existing deed of trust or mortgage appears of record. If this information is in error, please notify your title or escrow officer with information concerning any existing loans.

15. NOTE: General taxes for 2023 are paid.
Full Year Amount: $2,162.68
Assessed Value: $197,690.00
Parcel Number: 34-09-29-33-0004

16. NOTE: General taxes for 2023 are paid.
Full Year Amount: $873.22
Assessed Value: $76,250.00
Parcel Number: 34-09-29-33-0005

17. NOTE: General taxes for 2023 are paid.
Full Year Amount: $770.10
Assessed Value: $69,900.00
Parcel Number: 34-09-29-33-0007

18. NOTE: General taxes for 2023 are paid.
Full Year Amount: $764.95
Assessed Value: $69,240.00
Parcel Number: 34-09-29-33-0008

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SCHEDULE B, PART II
Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.

2. Rights or claims of parties in possession not shown by the Public Records.

3. 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, and that is not shown by the Public Records.

4. Easements, or claims of easements, not shown by the Public Records.

5. Any lien, or right to a lien, for services, labor, equipment, or materials heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

6. Taxes or special 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 to such proceedings whether or not shown by the records of such agency, or by the Public Records.

7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims to title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

8. Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.

9. Any service, installation, connection, maintenance, tap, capacity or construction charges for sewer, water, electricity, natural gas or other utilities, or garbage collection and disposal.

10. (a) All right, title or claim of any character by the United States, state, local government or by the public generally in and to any portion of the land lying within the current or former bed, or below the ordinary high water mark, or between the cut banks of a stream navigable in fact or in law.
(b) The consequence of any past or future change in the location of the bed.

11. Any Rights, Interest or Easements in favor of the State of Washington, the United States of America or the public which exist or are claimed to exist in and over the waters, bed and banks of the Touchet River.

12. Terms, covenants and conditions contained in an application for Current Use Classification, entered into pursuant to RCW 84.34 (including potential liability for future applicable taxes, special benefit assessments levied by local governments, penalties and interest upon breach of, or withdrawal from, said classification); Notice of approval being recorded under Recording No. 2006-14866, records of Walla Walla County, Washington.
Classification: Farm and Agricultural Land

13. Unrecorded leasehold, if any, and the rights of vendors and holders of security interests in personal property of tenants to remove said personal property at the expiration of the term.

14. Any claim that the Title is subject to a trust or lien created under the Perishable Agricultural Commodities Act (7 U.S.C. §§499a, et seq.) or the Packers and Stockyards Act (7 U.S.C. §§181, et seq.) or under similar federal or state laws.

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15. Terms and conditions contained in a/an Deed.
Recorded: February 20, 1882
Recording No.: Book X of Deeds, Page 580, records of Walla Walla County, Washington.

16. Exceptions and Reservations as contained in a/an Deed.
Executed by: Northern Pacific Railroad Company
Recorded: February 5, 1884
Recording No.: Book 32 of Deeds, Page 158, records of Walla Walla County, Washington.

17. Exceptions and Reservations as contained in a/an Deed.
Executed by: State of Washington
Recorded: May 3, 1923
Recording No.: 132714, records of Walla Walla County, Washington.

18. Exceptions and Reservations as contained in a/an Deed.
Executed by: State of Washington
Recorded: June 28, 1927
Recording No.: 166296, records of Walla Walla County, Washington.

19. Terms and conditions contained in a/an Agreement .
Recorded: April 28, 1978
Recording No.: 7803867, records of Walla Walla County, Washington.

20. Terms and conditions contained in a/an Agreement.
Recorded: July 10, 1978
Recording No.: 7806080, records of Walla Walla County, Washington.

21. An oil and gas lease with certain terms and provisions set forth therein, together with the appurtenant rights to use the surface of the land.
Dated: September 3, 1981
Lessor: Kenneth A and Mary Davis
Lessee: Murff F. Bledsoe, III
Recorded: March 29, 1982
Recording No.: 8202304, records of Walla Walla County, Washington.

Together with any and all assignments of the above-referenced mineral and/or royalty interest, and the royalties, bonuses, rentals and all other rights in connection with this interest, together with the appurtenant rights to use the surface. The Company makes no representation as to the present ownership of this interest.

Assignment of Lease.
Recorded: May 11, 1982
Recording No.: 8203414, records of Walla Walla County, Washington.

22. An oil and gas lease with certain terms and provisions set forth therein, together with the appurtenant rights to use the surface of the land.
Dated: September 5, 1985
Lessor: Ken A. Davis and Mary Davis, husband and wife
Lessee: Shell Western E&P Inc.
Recorded: November 19, 1985
Recording No.: 8508103, records of Walla Walla County, Washington.

Together with any and all assignments of the above-referenced mineral and/or royalty interest, and the royalties, bonuses, rentals and all other rights in connection with this interest, together with the appurtenant rights to use the surface. The Company makes no representation as to the present ownership of this interest.

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Ratification of Lease.
Recorded: March 20, 1986
Recording No.: 8602095, records of Walla Walla County, Washington.

Partial Assignment of Lease.
Recording No.: 8603732, records of Walla Walla County, Washington.

Assignment of Lease.
Recorded: May 2, 1988
Recording No.: 8802721, records of Walla Walla County, Washington.

23. Terms and conditions contained in a/an Notice of Utility Easement Rights.
Recorded: January 24, 1989
Recording No.: 8900477, records of Walla Walla County, Washington.

24. Terms and conditions contained in a/an Memorandum of Electric Service Agreement with Columbia Rural Electric Association.
Recorded: January 27, 2015
Recording No.: 2015-00652, records of Walla Walla County, Washington.

25. Payment of the real estate excise tax, if required.

The Land is situated within the boundaries of local taxing authority of Walla Walla County.

The rate of real estate excise tax for properties which are not formally classified and specially valued as timberland or agricultural land is:

State portion: 1.10% on any portion of the sales price of $525,000 or less;
1.28% on any portion of the sales price above $525,001, up to $1,525,000;
2.75% on any portion of the sales price above $1,525,001, up to $3,025,000;
3.00% on any portion of the sales price above $3,025,001;

The rate of excise for properties formally classified as timberland or agriculture land will be 1.28% for the State portion on the entire sales price.

Local portion: 0.25% on the entire sales price.

An additional $5.00 State Technology Fee must be included in all excise tax payments.

If the transaction is exempt, an additional $5.00 Affidavit Processing Fee is required.

Any conveyance document must be accompanied by the official Washington State Excise Tax Affidavit, which can be found online HERE https://dor.wa.gov/get-form-or-publication/forms-subject/real-estate-excise-tax. The applicable excise tax must be paid and the affidavit approved at the time of the recording of the conveyance documents. (NOTE: Real Estate Excise Tax Affidavits must be printed as legal size forms).

(End of Exceptions)

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SCHEDULE C

Legal Description:

Beginning at a point in the North line of the Southwest Quarter of the Southwest Quarter of Section 29 in Township 9 North, Range 34 East of the Willamette Meridian, said point being 89.3 feet East, measured along the said North line from the Northwest corner of the said Southwest Quarter of the Southwest Quarter, and run thence South 21°18' East, a distance of 350.0 feet; thence North 84°40' West, 325.0 feet; thence South 4°12' East, 545.0 feet; thence South 28°07' East, 218.0 feet; thence South 51°40' East, 197.0 feet; thence South 9°02' East, 800.00 feet; thence South 18°08' West, 200.00 feet; thence South 24°29' West, 225.0 feet; thence South 30°01 West, 112.0 feet; thence South 79°21' West, 80.0 feet; thence North 81°41' West, 60.0 feet; thence North 57°00' West, 345.0 feet; thence South 49°37' West, 220.00 feet; thence South 11°58' East, 280.0 feet; thence South 9°33' East, 370.0 feet; thence South 34°22' East, 250.0 feet; thence South 30°05' East, 617.0 feet; thence South 19°24' West, 416.0 feet; thence South 10°38' West, 280.0 feet; thence South 38°37' West, 200.00 feet; thence South 49°50' West, 440.0 feet; thence South 52°30' West, 374.2 feet; thence South 70°20' West, 200.0 feet; thence North 78°57' West, 85.0 feet; thence North 63°06' West, 170.0 feet; thence North 72°33' West, 730.0 feet; thence South 65°35' West, 280.0 feet; thence South 71°41' West, 215.0 feet; thence South 59°30' West, 240.0 feet; thence South 49°00' West, 255.0 feet; thence South 43°37' West 260 feet; thence South 51°02' West, 158.0 feet; thence South 59°18' West, 280.0 feet; thence South 70°17' West, 170.0 feet; thence South 40°55' West, 265.0 feet; thence South 58°22' West, 130.0 feet; thence South 66°00' West, 400.00 feet; thence South 70°22' West, 250.0 feet; thence South 89°18' West, 320.0 feet; thence North 27°33' West, 120.0 feet; thence South 60°15' West, 290.0 feet; thence South 61°11' West, 570.0 feet; thence South 65°42' West, 385.0 feet; thence South 72°33' West, 135.0 feet; thence South 85°30' West, 215.0 feet; thence South 68°43' West, 527.0 feet; thence South 71°12' West, 70.0 feet; thence South 45°47' West, 455.0 feet; thence South 76°09' West, 150.2 feet; thence South 43°02' West, 190.0 feet; thence South 56°52' West, 100.0 feet; thence South 62°05' West, 175.3 feet; thence North 13°26' West, 463.0 feet; thence North 10°20' West, 110.0 feet; thence North 40°40' West, 93.0 feet; thence North 20°85' West, 165.0 feet, more or less, to a point in the North and South center line of Section 1, Township 8 North Range 33 East of Willamette Meridian, said point being 281.0 feet South of the North Quarter corner of the said Section 1; thence South along the said centerline 2432.2 feet; thence North 41°53' East, 858.7 feet; thence North 48°43' East 514.2 feet; thence North 74°42' East, 257.3 feet; thence South 86°51' East, 331.8 feet; thence North 78°12' East, 323.5 feet; thence North 74°47' East, 798.8 feet to a point in the East line of the aforesaid Section 1, said point being 1409.3 feet South measured along said East line from the Northeast corner of the said Section 1; thence North 76°09' East, 249.7 feet; thence South 85°54' East, 296.8 feet; thence North 85°14' East, 268.8 feet; thence North 73°33' East, 966.2 feet; thence North 52°48' East, 1214.5 feet; thence North 58°55' East, 290.7 feet; thence North 69°33' East, 260.2 feet; thence North 56°06' East, 178.4 feet to a point in the North line of Section 6 Township 8 North of Range 34 East of the Willamette Meridian, said point being 1920.1 feet West; measured along the said North line, from the Northeast corner of said Section 6; thence North 56°06' East, 314.9 feet; thence South 81°11' East, 349.3 feet to a point in the East line of the West half of the Southeast Quarter of Section 31, Township 9 North, Range 34 East of the Willamette Meridian, said point being 125.0 feet North, measured along the said East line from the Southeast corner of the West half of the Southeast Quarter of Section 31; thence South 125 feet to the Southeast corner of the aforesaid West half of the Southeast Quarter; thence East along the South line of the Said Section 31, and the South line of Section 32 of the aforesaid Township and Range, to the Southeast corner of the West half of the West half of the said Section 32; thence North, along the East line of the said West half of the West half, and the East line of the Southwest Quarter of the Southwest Quarter of Section 29, Township 9 North, Range 34 East of the Willamette Meridian, to the Northeast corner of the said Southwest Quarter of the Southwest Quarter; thence West, along the North line of the said Southwest Quarter of the Southwest Quarter to THE POINT OF BEGINNING.

EXCEPTING THEREFROM that portion lying in the County road.

Situated in Walla Walla County, State of Washington.

American Land Title Association Commitment for Title Insurance 2021 v. 01.00 (07-01-2021)
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AFFILIATED BUSINESS ARRANGEMENT
DISCLOSURE STATEMENT

To: TBD TBD
Touchet River Ranch LLC, a Washington limited liability company

Property: 6539 Luckenbill Rd, Walla Walla, WA 99362

From: TitleOne Date: 11/8/2023

File Number: 23488613

Thank you for contacting TitleOne (hereinafter "Agent"). This is to give you notice that Agent has a business relationship with Title Resources Guaranty Company, which is a title insurance underwriting company, Anywhere Insurance Agency Inc., which provides homeowners insurance. The majority owner of Agent is the 100 percent owner of Realogy Insurance Agency Inc., and indirectly owns a 30 percent ownership interest in Title Resources Guaranty Company. Because of these relationships, the referral of business to the companies below may provide Agent and/or its employees a financial or other benefit.

Set forth below is the estimated charge or range of charges for the underwriting services listed. You are NOT required to use the underwriter below in connection with the provision of title services. THERE ARE FREQUENTLY OTHER UNDERWRITERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

COMPANIES	DESCRIPTION OF CHARGES	ESTIMATE OF RANGE OF CHARGES GENERALLY MADE BY PROVIDER	
Title Resources Guaranty Company	Title Insurance Premium	**Owners Policy** (charges based on policy amount):	
		$50,000 - $100,000	**$462 - $666**
		$100,001 - $300,000	**$666 - $1,326**
		$300,001 - $500,000	**$1,326 - $1,822**
		$500,001 - $1,000,000	**$1,822 - $3,062**
		$1,000,001 - $5,000,000	**$3,062 - $11,862**
Realogy Insurance Agency, Inc.	Homeowners insurance premium	$2.00 - $6.00 per thousand dollars of replacement cost of dwelling	

Acknowledgement of Receipt of Disclosure

I/we have read this disclosure form and understand that Agent is referring me/us to use the above-described companies and may receive a financial or other benefit as the result of this referral.

Buyer/Borrower(s)

TBD TBD Date

Seller(s)

Touchet River Ranch LLC, a Washington limited liability company Date

DATE: **23 October 2024**

FROM: **Touchet River Ranch, LLC**
222 Indian Court, Richland, WA, 99354

TO: **Casey Farms, Inc., John Hancock Mutual Life Insurance Company**
Second Floor, South 176 Stevens Street, Spokane, Washington, 99204

RE: **Termination of 1978 Agreement – Touchet River Pumping Facility**

Dear Casey Farms, Inc., Successors, and John Hancock Mutual Life Insurance Company,

I am sending you this letter because according to a 1978 Agreement between Casey Farms and Farmax, you have rights to build holding ponds and pumps on my property. The property, Touchet River Ranch, is located along the Touchet River near Luckenbill Road in Walla Walla County, Washington.

I am working with the Confederated Tribes of the Umatilla Indian Reservation (CTUIR) to restore 340 acres of floodplain for fish, wildlife, and open space. The river restoration project will be accompanied by a conservation easement to permanently protect the river from development, subdivision, and commercial agriculture. Blue Mountain Land Trust is closing the conservation easement. We aim to restore the river and preserve the property for fish, wildlife, and future generations.

I have owned the property for 16 years, during which time the pumping facility mentioned in the Agreement has not been utilized or maintained. After researching the water rights and agreement, I believe that the termination clause outlined in Sections 5 and 7 has been activated. In addition to the lack of use, there are three other reasons I believe we have reasons to terminate the agreement. Please see the attached water rights, agreement, and reasons for termination below.

Blue Mountain Land Trust (BMLT) is managing the project. Please direct any questions or concerns to Fraser Moore, BMLT's Conservation Manager. Fraser can be reached at fraser@bmlt.org or (509) 525-3136 ext. 3. Blue Mountain Land Trust cannot provide legal advice but would be happy to speak to you about the Agreement, water rights, and our planned restoration work. Please note that this correspondence serves as formal notice of termination. The termination will take effect one hundred twenty (120) days from the date of this notice or on February 20, 2025.

Kind Regards,

(b)(6) [redacted]

John Gailey
Manager
Touchet River Ranch, LLC

Attachment A: Grounds for Termination

This correspondence serves as formal notice, pursuant to the Agreement dated April 1978 (the "**Agreement**"), by and between Farmax Corporation (Grantor) and Casey Farms, Inc. (Grantee), concerning the construction and maintenance of a pumping facility located in Walla Walla County, Washington (the "**Facility**"). As the successor to Farmax Corporation, Touchet River Ranch, LLC hereby exercises its right to terminate the Agreement for the reasons outlined below.

1. **Failure to Obtain Required Groundwater Rights:**
   Section 1 of the Agreement specifies that the Facility was intended to extract water from an aquifer in the Touchet River, which implies the necessity of groundwater rights. Casey Farms has failed to obtain the necessary groundwater permit from the State of Washington, instead holding only a surface water right. This constitutes a failure to fulfill the Facility's intended use as per the Agreement and is grounds for termination based on cessation of use.

2. **Failure to Maintain the Facility:**
   Under Section 7 of the Agreement, Casey Farms must maintain the Facility in a condition similar to its original construction. As documented in the attached report (Attachment D), the Facility has significantly deteriorated. The pump has been removed, the concrete platform is cracked and unusable, the piping has been dismantled, and the holding pond has been overtaken by mature woody vegetation, indicating decades of neglect. This failure to maintain the Facility in operable condition justifies termination under the terms of the Agreement. Under Touchet River Ranch, LLC, John and Susan Gailey have owned the property for 16 years. The Facility was not utilized or maintained during that time.

3. **Failure to Construct and Maintain a Protective Fence:**
   Section 6 of the Agreement mandates that Casey Farms construct and maintain a fence to protect the Facility from livestock. As evidenced in Attachment D, no such fence is present at the Facility site, demonstrating Casey Farms' failure to comply with the Agreement.

4. **Lack of Assignment of Easement Rights:**
   Section 5 of the Agreement allows Casey Farms to assign its easement rights. However, there is no record of any recorded assignment of these rights to subsequent landowners. As such, Casey Farms' rights under the Agreement have not been transferred, and the current landowners have no legal standing to claim rights under the Agreement. Without a valid assignment, the rights granted to Casey Farms are non-transferable and subject to termination.

Attachment B: 1978 Agreement

7803867

7803867

A G R E E M E N T

THIS AGREEMENT entered into this 21st day of April, 1978, by and between FARMAX CORPORATION, hereinafter referred to as "Farmax," and CASEY FARMS, INC., a Washington corporation, hereinafter referred to as "Casey,"

W I T N E S S E T H:

WHEREAS, the parties hereto desire to enter into an agreement with respect to the construction of a pumping facility in the Touchet River and related rights of the parties,

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Casey is granted the right to build the appurtenances to an aquifer in the Touchet River, Walla Walla County, Washington, and holding ponds and a pumping platform to support sufficient pumping needs to satisfy Casey's needs. The facility will be so constructed so that Farmax, or Farmax's assigns, can also place a pump upon the facility sufficiently large enough to pump one thousand (1000) gallons per minute, provided the system provides water as designed and that such water is available to Farmax under water rights obtained by Farmax. It is understood that the water will come from the aquifer in the Touchet River.

2. The general description of the facility to be built is in the West Quarter of Section 32, Township 9 North, Range 34 E.W.M., Walla Walla County, Washington. The facility is to the

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Mail to
REESE AND BAFFNEY
ATTORNEYS AT LAW
707 BAKER BUILDING
WALLA WALLA, WASHINGTON 99362
(509) 525-6130

east of a six (6) acre tract farmed by Farmax below the bluff and is between the existing private road and the west bank of the Touchet River.

3. Casey is granted an easement of ingress and egress to construct the facility as contemplated. Casey is also granted an easement to build a pipeline from the holding pond and generally in a westerly direction therefrom up the bluff and to the Casey property.

4. Casey is also granted an easement and right to build and maintain a gravel (if necessary) road from the Luckenbill Road to the facility to be constructed and from the facility through the six (6) acre tract to Casey's property on top of the hill. The roads shall be built in such a manner as to cause the least amount of damage possible to Farmax's land. If cattle guards are later required where existing or new fences cross the roads used by Casey, then Casey will install such guards upon request.

5. It is agreed that all easements granted to Casey by this agreement may be assigned by Casey.

6. Casey shall construct a sufficient fence around the facility in order to protect the facility from livestock.

7. Should Casey cease use of the facility and fail to continue the maintenance of the facility similar to original construction, Casey shall, upon one hundred twenty (120) days written notice to Casey and John Hancock Mutual Life Insurance Company, hereinafter John Hancock, from Farmax, or Farmax's successor, cease use of the facility and easements, and all rights granted to Casey hereunder shall terminate; however, within one hundred twenty (120)

REESE AND BAFFNEY
ATTORNEYS AT LAW
707 BAKER BUILDING
WALLA WALLA, WASHINGTON 99362
(509) 525-61 20

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days from receipt of the aforementioned written notice, John Hancock shall have the right to correct any breach of this agreement by Casey. Said written notice to John Hancock shall be sent to the following address: Second Floor, South 176 Stevens Street, Spokane, Washington 99204.

8. Casey shall guarantee the minimum possible disturbance and interference with Farmax's other property in connection with maintaining the facility, and only such actions shall be taken as are required to construct and maintain the facility as herein contemplated.

9. The consideration for this Agreement is the mutual rights and benefits to be derived by the parties to this Agreement.

10. This agreement supercedes and replaces that certain agreement entered into between the parties on December 28, 1977.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

FARMAX CORPORATION

By (b)(6)
Ken Maxson, President

By (b)(6)
Agnes L. Maxson, Secretary

CASEY FARMS, INC.

By (b)(6)
Adrien L. Casey

REESE AND BAFFNEY
ATTORNEYS AT LAW
707 BAKER BUILDING
WALLA WALLA, WASHINGTON 99362
(509) 525-8130

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STATE OF WASHINGTON)
) ss.
County of Walla Walla)

On this 24 day of April, 1978, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared KEN MAXSON and AGNES L. MAXSON, to me known to be the President and Secretary respectively, of FARMAX CORPORATION, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal affixed the day and year first above written.

(b)(6)

Notary Public in and for the State of Washington, residing at Walla Walla.

FILED FOR RECORD
IN WALLA WALLA CO. WASH.
BY (b)(6)
APR 28 4 21 PM '78
C. LYNN SMITH
AUDITOR

AGREEMENT - P. 4

REESE AND BAFFNEY
ATTORNEYS AT LAW
707 BAKER BUILDING
WALLA WALLA, WASHINGTON 99362

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Attachment C: Water Right

At A Glance

Record/Document Number	**S3-01599CWRIS**	Phase	**Certificate**	Priority Date	**6/21/1966**	View Documents
Application Number	**19732**	Stage	**In Trust - Temporary**	WRIA	**32**	
Permit Number	**15953**	Status	**InTrustTemp**	County	**Walla Walla**	View on Map
Certificate Number	**S3-01599C**	WR Class	**Surface Water**	Region	**ERO**	
Consrv Bd Number						Submit Record Correction
WR Doc ID	**2132170**					

Persons or Organizations

Click to Show Contacts

Last or Organization Name	First Name	MI	Role	Address	Zip	Phone	Email
Casey Farms Inc			Primary	WA			

Phase Quantities

Phase	Qi	Units	Qa	Irr Acres
Certificate	26.5	CFS	6465	2155

Assignment Groups

No assignment groups found.

Provisions

Provision
Low Flow
No Dam

Water Banks

No water banks found.

Purposes of Use

Basic Information | Additional Information

Purpose	From	To	Qi	Units	Use Type	Qa	Use Type	Irr Acres	Use Type
Irrigation	10/01	05/31	26.5	CFS	Primary	6465	Primary	2155	Primary

Sources

Basic Information | Additional Information | **Latitude/Longitude Information**

Device Type	Source Name	Common Name	Decimal Degrees Latitude	Decimal Degrees Longitude	Lat/Long Source	Datum
Surface Water Pump	TOUCHET RIVER		46.21826	-118.59334	Public Land Survey-Eighth Section	NAD83

Places of Use

No places of use found.

Associated Document Numbers

Doc # Type	Doc #
SAID	3960729990144186
Cert #	S3-01599C
App #	19732
Pmt #	15953

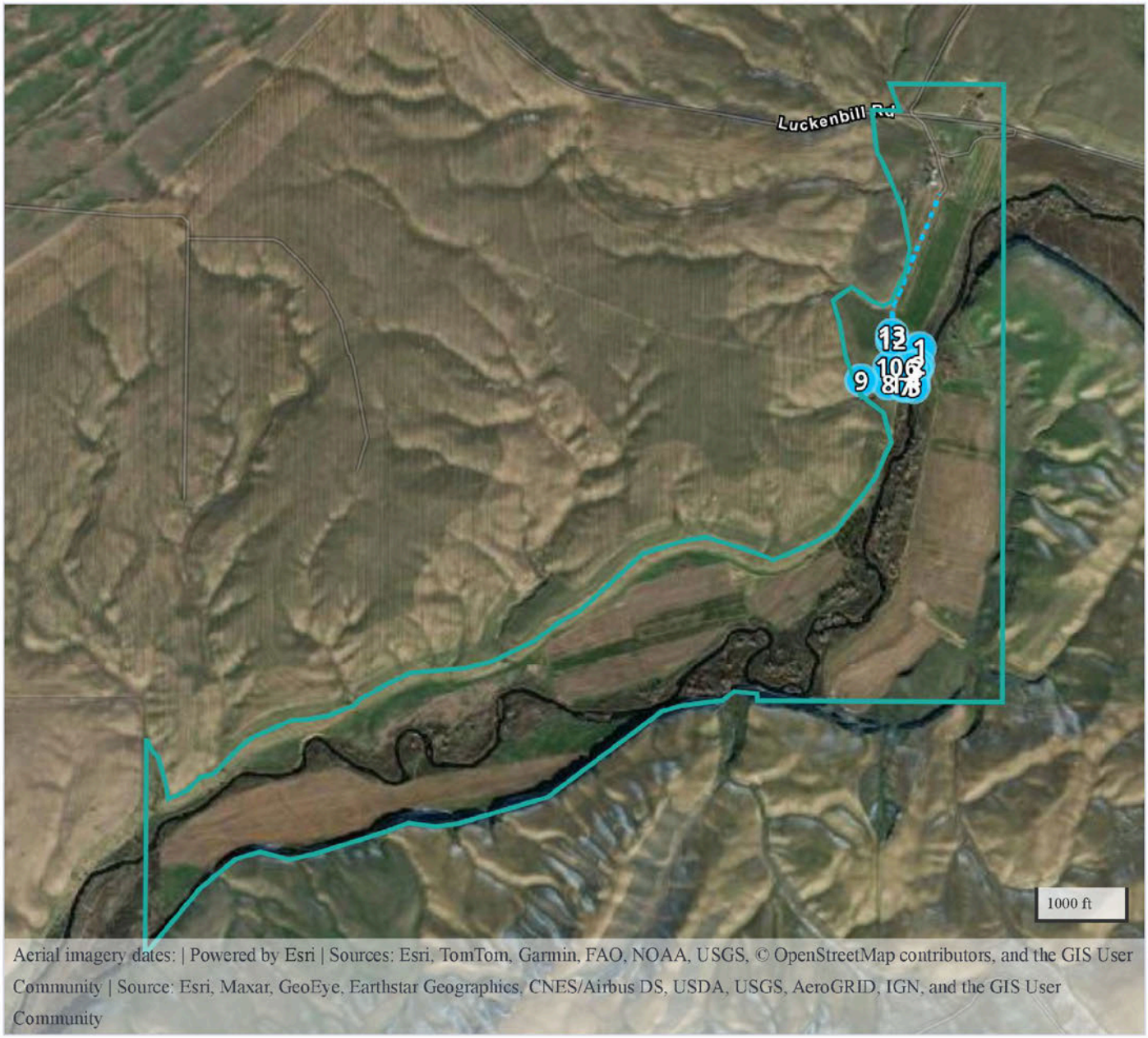
Attachment D: Evidence of Lack of Use

Tuusi Wana Photopoint Table

Photopoint Name	Location	Photographer	Photo Description	Cardinal Direction	Date
Photopoint 01	46.21956, -118.59427	Fraser Moore		SSE	10/2/2024
Photopoint 01	46.21956, -118.59427	Fraser Moore		W	10/2/2024
Photopoint 01	46.21956, -118.59427	Fraser Moore	SE View of old abandoned pond	SW	10/2/2024
Photopoint 02	46.21907, -118.59434	Fraser Moore		NE	10/2/2024
Photopoint 02	46.21907, -118.59434	Fraser Moore		E	10/2/2024
Photopoint 02	46.21907, -118.59434	Fraser Moore		SSE	10/2/2024
Photopoint 02	46.21907, -118.59434	Fraser Moore		SSW	10/2/2024
Photopoint 02	46.21907, -118.59434	Fraser Moore		NW	10/2/2024
Photopoint 02	46.21907, -118.59434	Fraser Moore	No evidence of existing pump	W	10/2/2024
Photopoint 03	46.21895, -118.59443	Fraser Moore		NE	10/2/2024
Photopoint 03	46.21895, -118.59443	Fraser Moore		E	10/2/2024
Photopoint 03	46.21895, -118.59443	Fraser Moore		SSE	10/2/2024
Photopoint 03	46.21895, -118.59443	Fraser Moore		SSW	10/2/2024
Photopoint 03	46.21895, -118.59443	Fraser Moore		WSW	10/2/2024
Photopoint 03	46.21895, -118.59443	Fraser Moore		W	10/2/2024
Photopoint 03	46.21895, -118.59443	Fraser Moore	No evidence of pump	N	10/2/2024
Photopoint 04	46.21863, -118.59453	Fraser Moore		N	10/2/2024
Photopoint 04	46.21863, -118.59453	Fraser Moore		NW	10/2/2024
Photopoint 04	46.21863, -118.59453	Fraser Moore		WNW	10/2/2024
Photopoint 04	46.21863, -118.59453	Fraser Moore		WNW	10/2/2024
Photopoint 04	46.21863, -118.59453	Fraser Moore		WSW	10/2/2024
Photopoint 04	46.21863, -118.59453	Fraser Moore		SSW	10/2/2024
Photopoint 05	46.21842, -118.59453	Fraser Moore		NNW	10/2/2024
Photopoint 05	46.21842, -118.59453	Fraser Moore		WNW	10/2/2024
Photopoint 05	46.21842, -118.59453	Fraser Moore		WSW	10/2/2024
Photopoint 05	46.21842, -118.59453	Fraser Moore		SSW	10/2/2024
Photopoint 06	46.21901, -118.59464	Fraser Moore		S	10/2/2024
Photopoint 06	46.21901, -118.59464	Fraser Moore		SW	10/2/2024
Photopoint 06	46.21901, -118.59464	Fraser Moore		W	10/2/2024
Photopoint 06	46.21901, -118.59464	Fraser Moore		NW	10/2/2024
Photopoint 06	46.21901, -118.59464	Fraser Moore		N	10/2/2024
Photopoint 06	46.21901, -118.59464	Fraser Moore	Pond constructed by piling rock and dirt against the bank of the Touchet River.	SSW	10/2/2024
Photopoint 07	46.21845, -118.5949	Fraser Moore		NW	10/2/2024
Photopoint 07	46.21845, -118.5949	Fraser Moore		NNE	10/2/2024
Photopoint 07	46.21845, -118.5949	Fraser Moore	Old concrete slab, presumably where the pumping station sat	NNW	10/2/2024
Photopoint 07	46.21845, -118.5949	Fraser Moore	Old pumping infrastructure. Large metal piping has a radius of at least 500cm	WNW	10/2/2024
Photopoint 08	46.21851, -118.59562	Fraser Moore		E	10/2/2024
Photopoint 08	46.21851, -118.59562	Fraser Moore		WSW	10/2/2024
Photopoint 09	46.21862, -118.59677	Fraser Moore		E	10/2/2024
Photopoint 09	46.21862, -118.59677	Fraser Moore		W	10/2/2024
Photopoint 10	46.21901, -118.59557	Fraser Moore		N	10/2/2024
Photopoint 10	46.21901, -118.59557	Fraser Moore		ENE	10/2/2024

Photopoint 10	46.21901, -118.59557	Fraser Moore		E	10/2/2024
Photopoint 10	46.21901, -118.59557	Fraser Moore		E	10/2/2024
Photopoint 10	46.21901, -118.59557	Fraser Moore		SE	10/2/2024
Photopoint 11	46.2185, -118.59502	Fraser Moore		W	10/2/2024
Photopoint 12	46.21979, -118.59547	Fraser Moore	Old concrete structure in a trough-like shape. Unclear if related to pumping infrastructure or for a different use	NNW	10/2/2024
Photopoint 13	46.21995, -118.59546	Fraser Moore		WSW	10/2/2024
Photopoint 13	46.21995, -118.59546	Fraser Moore		NW	10/2/2024

Photopoint Map



Photopoint Map

Site Visit Photos

Photopoint 01 - 46.21956, -118.59427.
Tuusi Wana 2024-10-2 01.jpg
.
Facing SSE.
Taken by Fraser Moore. 10/2/2024

Photopoint 01 - 46.21956, -118.59427.
Tuusi Wana 2024-10-2 03.jpg
.
Facing W.
Taken by Fraser Moore. 10/2/2024

Photopoint 01 - 46.21956, -118.59427.
Tuusi Wana 2024-10-2 02.jpg
SE View of old abandoned pond.
Facing SW.
Taken by Fraser Moore. 10/2/2024

Photopoint 02 - 46.21907, -118.59434.
Tuusi Wana 2024-10-2 04.jpg

.

Facing NE.
Taken by Fraser Moore. 10/2/2024

Photopoint 02 - 46.21907, -118.59434.
Tuusi Wana 2024-10-2 05.jpg

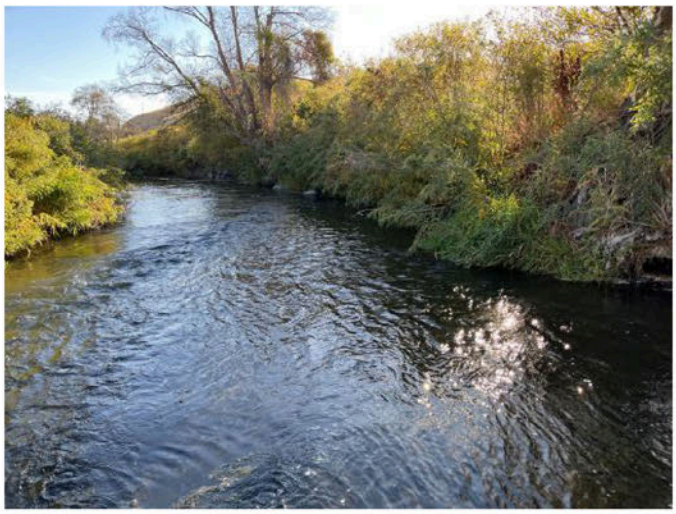
.

Facing E.
Taken by Fraser Moore. 10/2/2024

Photopoint 02 - 46.21907, -118.59434.
Tuusi Wana 2024-10-2 06.jpg

.

Facing SSE.
Taken by Fraser Moore. 10/2/2024



Photopoint 02 - 46.21907, -118.59434.
Tuusi Wana 2024-10-2 07.jpg

.

Facing SSW.
Taken by Fraser Moore. 10/2/2024

Photopoint 02 - 46.21907, -118.59434.
Tuusi Wana 2024-10-2 09.jpg

Facing NW.
Taken by Fraser Moore. 10/2/2024

Photopoint 02 - 46.21907, -118.59434.
Tuusi Wana 2024-10-2 08.jpg
No evidence of existing pump.
Facing W.
Taken by Fraser Moore. 10/2/2024

Photopoint 03 - 46.21895, -118.59443.
Tuusi Wana 2024-10-2 10.jpg

Facing NE.
Taken by Fraser Moore. 10/2/2024

Photopoint 03 - 46.21895, -118.59443.
Tuusi Wana 2024-10-2 11.jpg

Facing E.
Taken by Fraser Moore. 10/2/2024

Photopoint 03 - 46.21895, -118.59443.
Tuusi Wana 2024-10-2 12.jpg

Facing SSE.
Taken by Fraser Moore. 10/2/2024

Photopoint 03 - 46.21895, -118.59443.
Tuusi Wana 2024-10-2 13.jpg

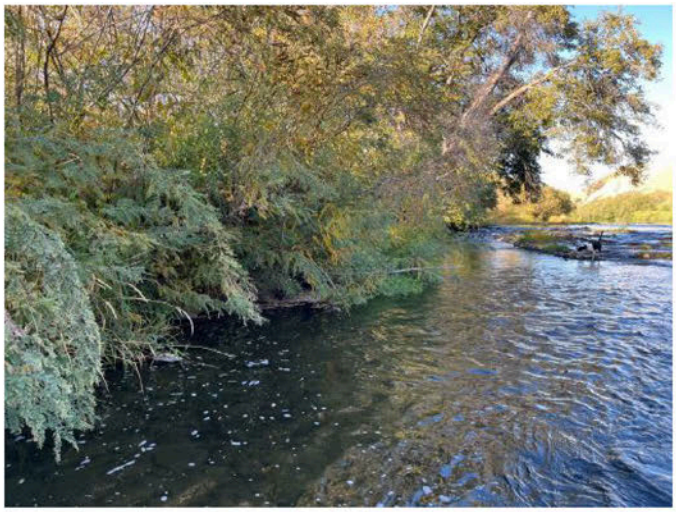
Facing SSW.
Taken by Fraser Moore. 10/2/2024

Photopoint 03 - 46.21895, -118.59443.
Tuusi Wana 2024-10-2 14.jpg

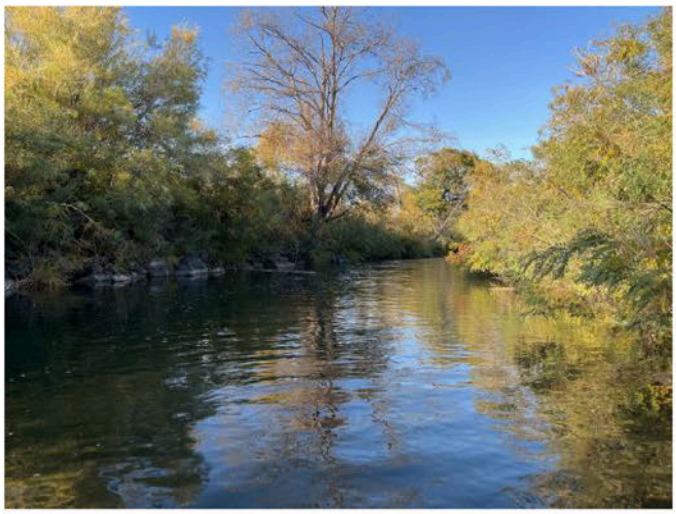
Facing WSW.
Taken by Fraser Moore. 10/2/2024

Photopoint 03 - 46.21895, -118.59443.
Tuusi Wana 2024-10-2 15.jpg

Facing W.
Taken by Fraser Moore. 10/2/2024



Photopoint 03 - 46.21895, -118.59443.
Tuusi Wana 2024-10-2 16.jpg
No evidence of pump.
Facing N.
Taken by Fraser Moore. 10/2/2024



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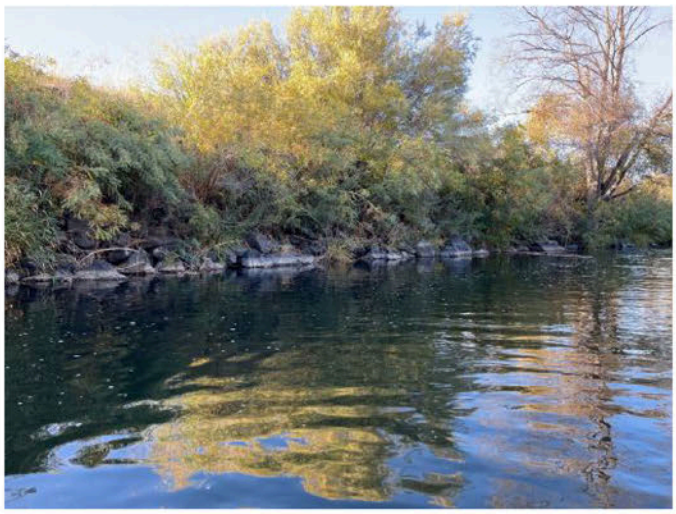
Tuusi Wana 2024-10-2 17.jpg
.
Facing N.
Taken by Fraser Moore. 10/2/2024



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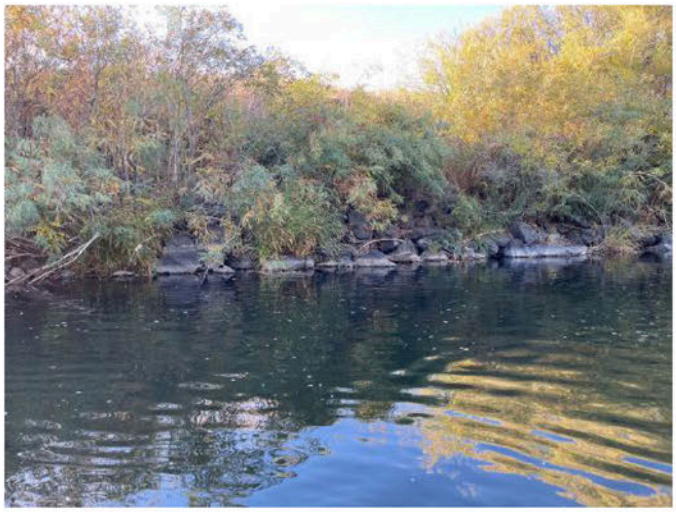
Tuusi Wana 2024-10-2 18.jpg
.
Facing NW.
Taken by Fraser Moore. 10/2/2024



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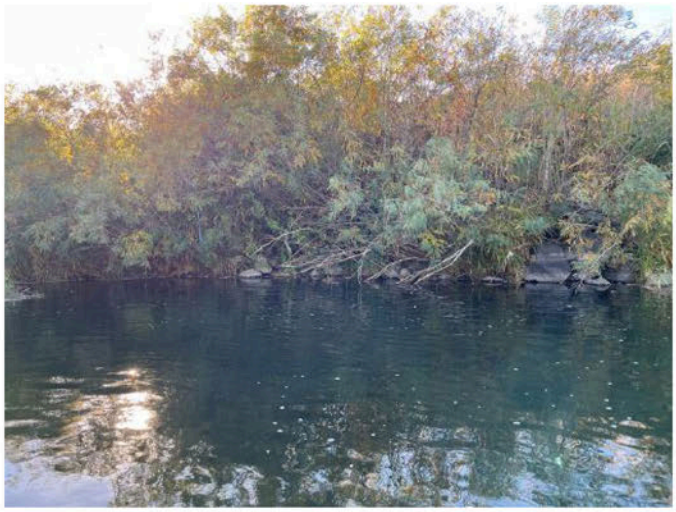
Tuusi Wana 2024-10-2 19.jpg

Facing WNW.
Taken by Fraser Moore. 10/2/2024



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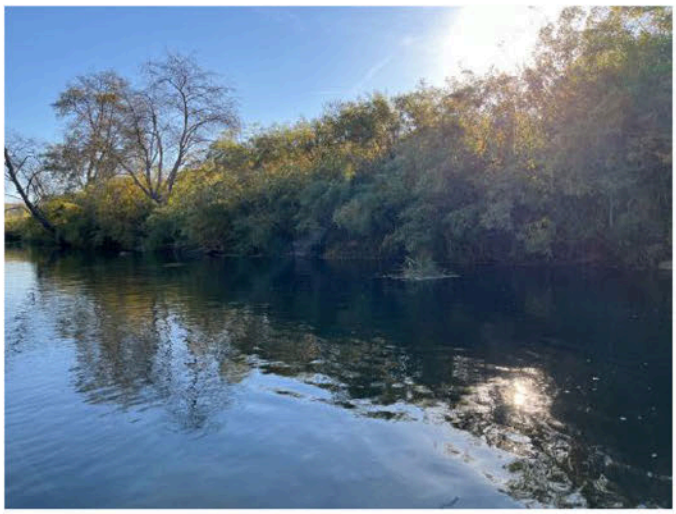
Tuusi Wana 2024-10-2 20.jpg

Facing WNW.
Taken by Fraser Moore. 10/2/2024

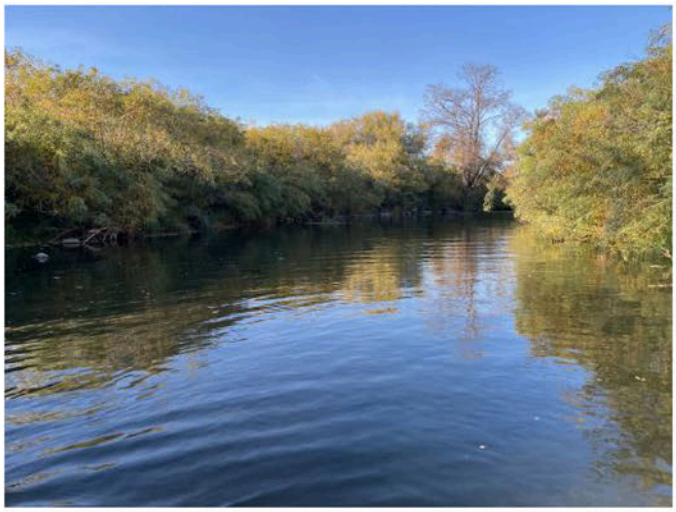


Photopoint 04 - 46.21863, -118.59453.
Tuusi Wana 2024-10-2 21.jpg

Facing WSW.
Taken by Fraser Moore. 10/2/2024

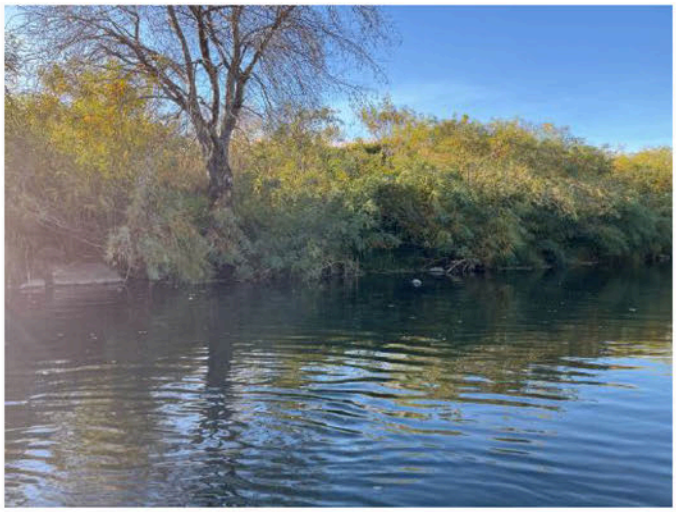
Photopoint 04 - 46.21863, -118.59453.
Tuusi Wana 2024-10-2 22.jpg

Facing SSW.
Taken by Fraser Moore. 10/2/2024



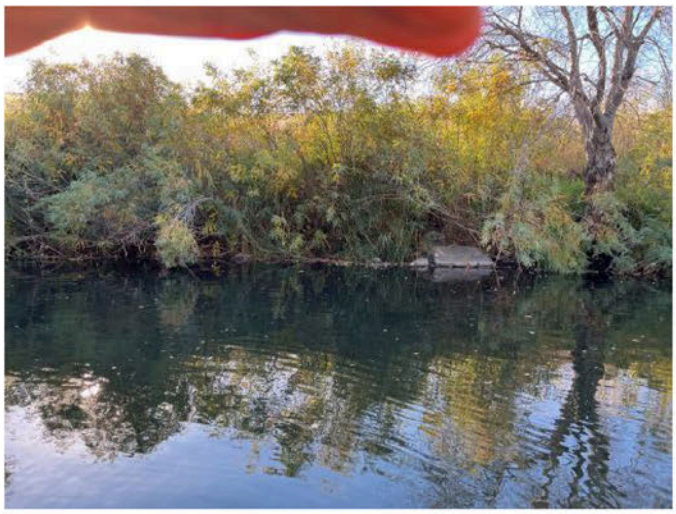
Photopoint 05 - 46.21842, -118.59453.
Tuusi Wana 2024-10-2 23.jpg

Facing NNW.
Taken by Fraser Moore. 10/2/2024



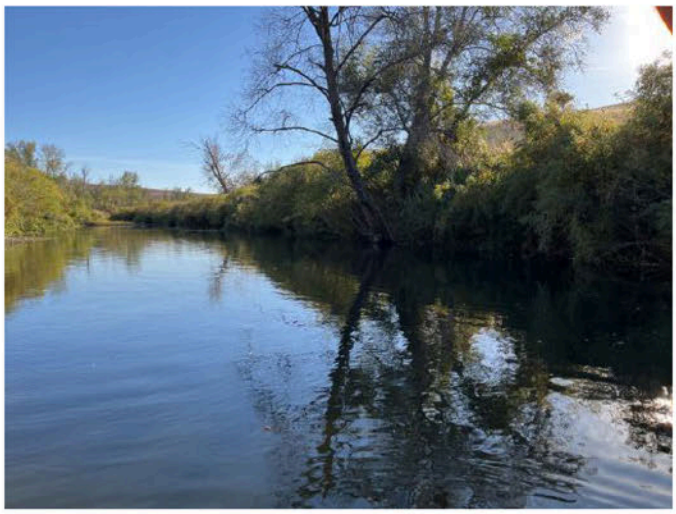
Photopoint 05 - 46.21842, -118.59453.
Tuusi Wana 2024-10-2 24.jpg

Facing WNW.
Taken by Fraser Moore. 10/2/2024



Photopoint 05 - 46.21842, -118.59453.
Tuusi Wana 2024-10-2 25.jpg

Facing WSW.
Taken by Fraser Moore. 10/2/2024



Photopoint 05 - 46.21842, -118.59453.
Tuusi Wana 2024-10-2 26.jpg

Facing SSW.
Taken by Fraser Moore. 10/2/2024

Photopoint 06 - 46.21901, -118.59464.
Tuusi Wana 2024-10-2 27.jpg

Facing S.
Taken by Fraser Moore. 10/2/2024

Photopoint 06 - 46.21901, -118.59464.
Tuusi Wana 2024-10-2 28.jpg

Facing SW.
Taken by Fraser Moore. 10/2/2024

Photopoint 06 - 46.21901, -118.59464.
Tuusi Wana 2024-10-2 29.jpg

Facing W.
Taken by Fraser Moore. 10/2/2024

Photopoint 06 - 46.21901, -118.59464.
Tuusi Wana 2024-10-2 30.jpg

Facing NW.
Taken by Fraser Moore. 10/2/2024

Photopoint 06 - 46.21901, -118.59464.
Tuusi Wana 2024-10-2 31.jpg

Facing N.
Taken by Fraser Moore. 10/2/2024

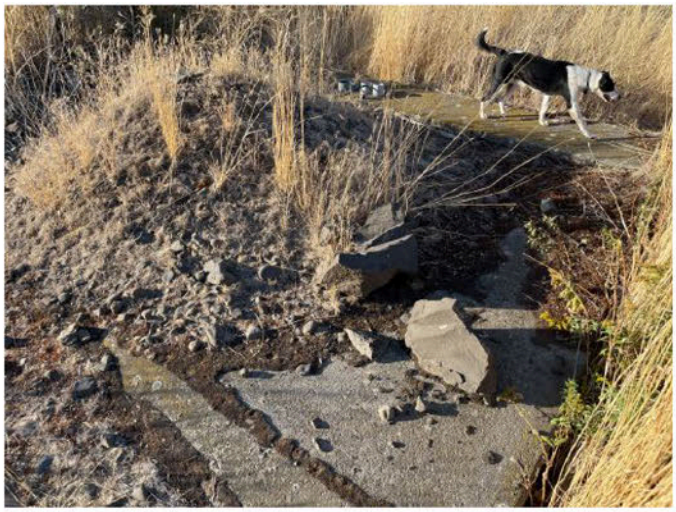
Photopoint 06 - 46.21901, -118.59464.
Tuusi Wana 2024-10-2 32.jpg
Pond constructed by piling rock and dirt against the bank of the Touchet River..
Facing SSW.
Taken by Fraser Moore. 10/2/2024

Photopoint 07 - 46.21845, -118.5949.
Tuusi Wana 2024-10-2 35.jpg

Facing NW.
Taken by Fraser Moore. 10/2/2024

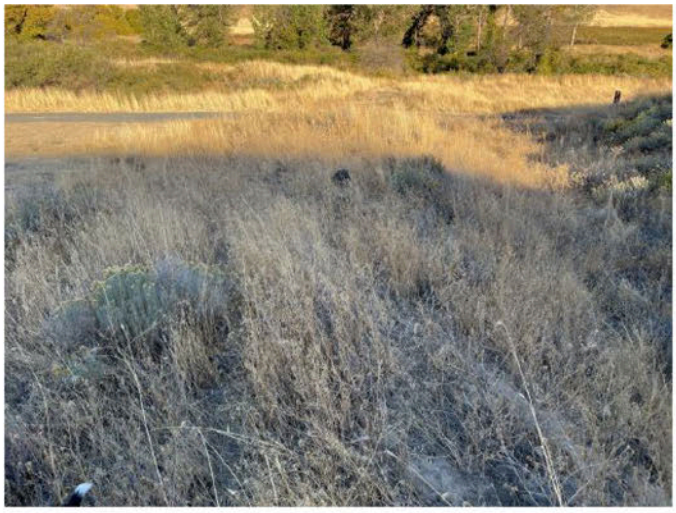
Photopoint 07 - 46.21845, -118.5949.
Tuusi Wana 2024-10-2 36.jpg

Facing NNE.
Taken by Fraser Moore. 10/2/2024



Photopoint 07 - 46.21845, -118.5949.
Tuusi Wana 2024-10-2 34.jpg
Old concrete slab, presumably where the pumping station sat.
Facing NNW.
Taken by Fraser Moore. 10/2/2024

Photopoint 07 - 46.21845, -118.5949.
Tuusi Wana 2024-10-2 33.jpg
Old pumping infrastructure. Large metal piping has a radius of at least 500cm.
Facing WNW.
Taken by Fraser Moore. 10/2/2024



Photopoint 08 - 46.21851, -118.59562.
Tuusi Wana 2024-10-2 37.jpg

Facing E.
Taken by Fraser Moore. 10/2/2024

Photopoint 08 - 46.21851, -118.59562.
Tuusi Wana 2024-10-2 38.jpg

Facing WSW.
Taken by Fraser Moore. 10/2/2024

Photopoint 09 - 46.21862, -118.59677.
Tuusi Wana 2024-10-2 39.jpg

.

Facing E.
Taken by Fraser Moore. 10/2/2024

Photopoint 09 - 46.21862, -118.59677.
Tuusi Wana 2024-10-2 40.jpg

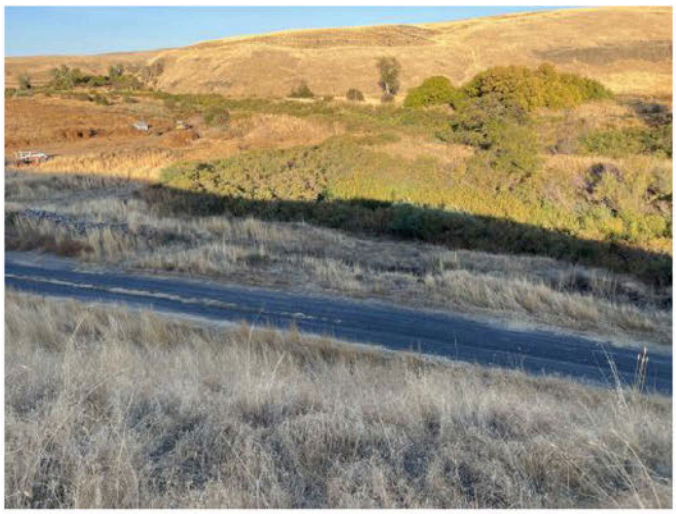
.

Facing W.
Taken by Fraser Moore. 10/2/2024

Photopoint 10 - 46.21901, -118.59557.
Tuusi Wana 2024-10-2 41.jpg

.

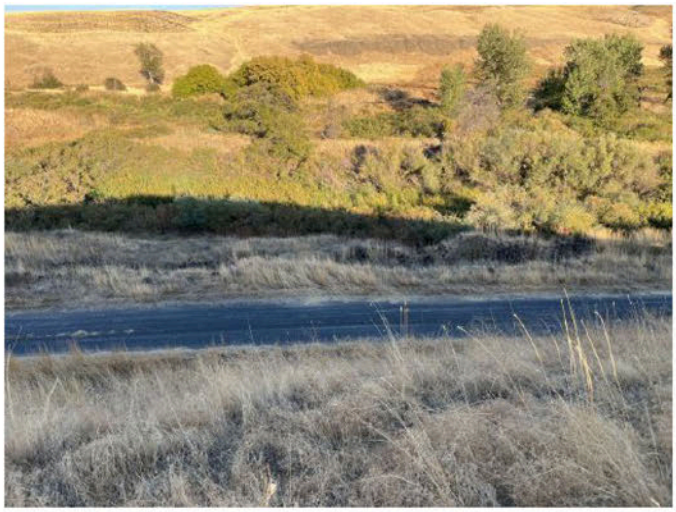
Facing N.
Taken by Fraser Moore. 10/2/2024



Photopoint 10 - 46.21901, -118.59557.
Tuusi Wana 2024-10-2 42.jpg

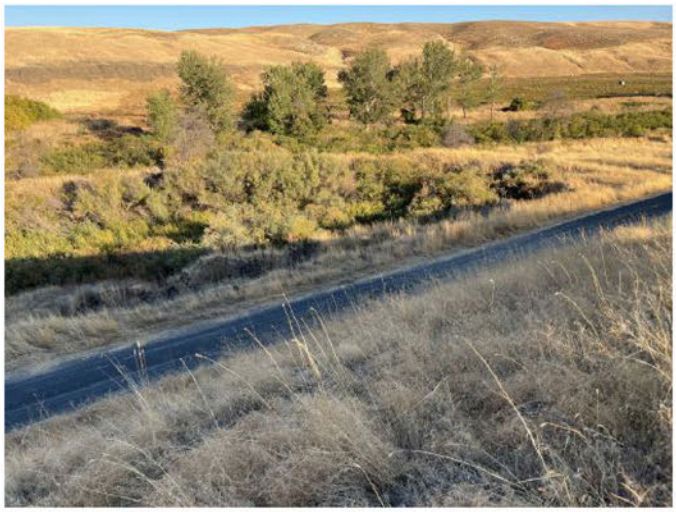
.

Facing ENE.
Taken by Fraser Moore. 10/2/2024



Photopoint 10 - 46.21901, -118.59557.
Tuusi Wana 2024-10-2 43.jpg

Facing E.
Taken by Fraser Moore. 10/2/2024



Photopoint 10 - 46.21901, -118.59557.
Tuusi Wana 2024-10-2 44.jpg

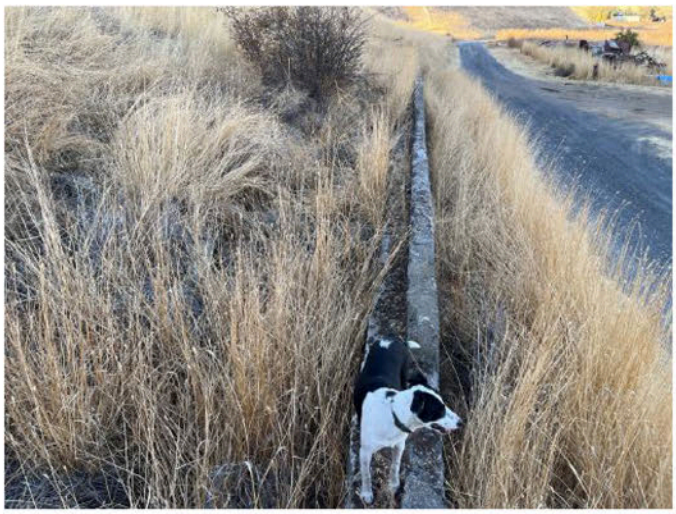
Facing E.
Taken by Fraser Moore. 10/2/2024

Photopoint 10 - 46.21901, -118.59557.
Tuusi Wana 2024-10-2 45.jpg

Facing SE.
Taken by Fraser Moore. 10/2/2024

Photopoint 11 - 46.2185, -118.59502.
Tuusi Wana 2024-10-2 46.jpg

Facing W.
Taken by Fraser Moore. 10/2/2024



Photopoint 12 - 46.21979, -118.59547.
Tuusi Wana 2024-10-2 47.jpg
Old concrete structure in a trough-like shape. Unclear if related to pumping infrastructure or for a different use.
Facing NNW.
Taken by Fraser Moore. 10/2/2024

Photopoint 13 - 46.21995, -118.59546.
Tuusi Wana 2024-10-2 48.jpg

Facing WSW.
Taken by Fraser Moore. 10/2/2024

Photopoint 13 - 46.21995, -118.59546.
Tuusi Wana 2024-10-2 49.jpg

Facing NW.
Taken by Fraser Moore. 10/2/2024

OPERATING AGREEMENT
FOR
TOUCHET RIVER RANCH LLC

This OPERATING AGREEMENT (this "Agreement") is made and entered into as of 30th day of May 2024, by and among **John B. Gailey and Susan K. Gailey** (hereinafter collectively referred to as "Members" and individually as "Member").

ARTICLE I Formation

1.1 FORMATION. The Members have formed a Limited Liability Company ("Company") according to the laws in the state of Washington. This operating agreement is entered into and effective as of the date it is adopted by the members.

1.2 REGISTERED AGENT. The name and location of the Company's registered agent will be stated in the company's formation documents.

1.3 TERM. The Company will continue perpetually.

1.4 BUSINESS PURPOSE. The Company will conduct any lawful business deemed appropriate in carrying out the company's objectives which but not limited to acquiring, owning , holding for investment, constructing upon, managing, selling, leasing ,and otherwise dealing with all forms of real and personal property, tangible and intangible, wherever located , and all other businesses and activities in which the Manager may from time to time decide to engage.

1.5 NAME AND PRINCIPAL PLACE OF BUSINESS. The name of the Company shall be **Touchet River Ranch LLC** with a principal place of business located at **222 Indian Ct., Richland, WA 99354**.

1.6 THE MEMBERS. The name, ownership interest and residential address of each member are listed as follows:

NAME	OWNERSHIP INTEREST	ADDRESS
John B. Gailey	50%	(b)(6)
Susan K. Gailey	50%	

Any additional members admitted to the Company may be added with unanimous approval by both members.

ARTICLE II Capital Contributions

2.1 INITIAL CONTRIBUTIONS. The Members will have no initial capital contributions to the Company.

ARTICLE III Profits, Losses and Distributions

3.1 PROFITS/LOSSES. For financial accounting and tax purposes, the Company's net profits or net losses will be determined on an annual basis. These profits and losses will be allocated to the Members in proportion to each Member's capital interest in the Company as set forth in Exhibit 2 as amended and in accordance with Treasury Regulation 1.704-1.

3.2 DISTRIBUTIONS. The Members will determine and distribute available funds annually or as they see fit. "Available funds" refers to the net cash of the Company available after expenses and liabilities are paid. Upon liquidation of the Company or liquidation of a Member's interest, distributions will be made in accordance with the positive capital account balances or pursuant to Treasury Regulation 1.704-1(b)(2)(ii)(b) (2). To the extent a Member has a negative capital account balance, there will be a qualified income offset, as set forth in Treasury Regulation 1.704-1(b)(2)(ii)(d).

ARTICLE IV Management

4.1 MANAGEMENT OF THE BUSINESS. Management of the business will be conducted by the managers. The name and residential address of the Managers are listed as follows:

NAME	ADDRESS
John B. Gailey	(b)(6)
Susan K. Gailey	

In the event of either Managers death or if either Manager is unwilling or unable to serve as a Manager, then Heidi G. Nettleton, daughter of John B. Gailey and Susan K. Gailey, shall serve as a successor Manager hereunder, subject to the terms hereof.

4.2 MEMBERS. The liability of the Members will be limited according to state law. Members that are not Managers will take no part in the control, management, direction, or operation of the Company's affairs and will have no power to bind the Company in legal agreements. The Managers may seek advice from the Members, but need not follow such advice. No Member is an agent of any other Member of the Company, solely by reason of being a Member.

4.3 POWERS OF MANAGER. The Manager is authorized on the Company's behalf to make all decisions as to (a) the sale, development, lease or other disposition of the Company's assets; (b) the purchase or other acquisition of other assets; (c) the management of all or any part of the Company's assets; (d) the borrowing of money and the granting of security interests in the Company's assets; (e) the pre-payment, refinancing or extension of any loan affecting the Company's assets; (f) the compromise or release of any of the Company's claims or debts; and, (g) the employment of persons, firms or corporations for the operation and management of the company's business. The Manager is further

authorized to execute and deliver (a) all contracts, conveyances, assignments leases, sub-leases, franchise agreements, licensing agreements, management contracts and maintenance contracts covering or affecting the Company's assets; (b) all checks, drafts and other orders for the payment of the Company's funds; (c) all promissory notes, loans, security agreements and other similar documents; and, (d) all other instruments of any other kind relating to the Company's affairs.

4.4 NOMINEE. Title to the Company's assets must be held in the Company's name or in the name of any nominee that the Managers may designate. The Manager have power to enter into a nominee agreement with any such person, and such agreement may contain provisions indemnifying the nominee, except for his or her willful misconduct.

4.5 COMPANY INFORMATION. The Manager must supply information regarding the company or its activities to any member upon his or her request. Any Member or their authorized representative will have access to and may inspect and copy all books, records and materials in the Manager's possession regarding the Company or its activities. Access and inspection of information will be at the requesting Member's expense.

4.6 EXCULPATION. Any act or omission of the Manager, the effect of which may cause or result in loss or damage to the Company or the Members, if done in good faith to promote the best interests of the Company, will not subject the Managers to any liability.

4.7 INDEMNIFICATION. The Company will indemnify any person who was or is a party defendant or is threatened to be made a party defendant, in a pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that the person is or was a Member of the Company, Manager, employee or agent of the Company, or is or was serving at the request of the Company, for instant expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the Members determine that the person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interest of the Company, and with respect to any criminal action proceeding, has no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of "no lo Contendere" or its equivalent, does not in itself create a presumption that the person did or did not act in good faith and in a manner which he or she reasonably believed to be in the best interest of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was lawful.

4.8 RECORDS. The Manager must keep the following at the company's principal place of business or other location: (a) A current list of the full name and the last known street address of each Member; (b) A copy of the Company's Certificate of Formation and Operating Agreement and all amendments; (c) Copies of Company's federal, state and local income tax returns and reports, if any, for the three most recent years;

(d) Copies of the Company's financial statements for the three most recent years, if any.

ARTICLE V Compensation

5.1 MANAGEMENT FEE. There will be no management fee as it is mutually waived by all members.

ARTICLE VI Bookkeeping

6.1 BOOKS. The Managers will maintain a complete and accurate accounting of the Company's affairs at the Company's principal place of business.

6.2 REPORTS. The Managers will close the books of account after the close of each calendar year.

ARTICLE VII Dissolution

7.1 DISSOLUTION. The Member(s) may dissolve the company at any time. The Member may NOT dissolve the company for a loss of membership interests. Upon dissolution the company must pay its debts first before distributing cash, assets, and/or initial capital to the Member or the Members interests. The dissolution may only be ordered by the Member(s), not by the owner of the Members interests.

CERTIFICATION OF MEMBER The undersigned hereby agree, acknowledge, and certify that the foregoing operating agreement is adopted and approved by each member, the agreement consisting of 4 pages, constitutes, the Operating Agreement of **TOUCHET RIVER RANCH LLC**, adopted by the members as of May 30, 2024.

Members :

JOHN GAILEY Printed Name (b)(6) Signature
Percent: 50%

AND

Susan Gailey Printed Name (b)(6) Signature
Percent: 50%

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (this "Agreement"), dated effective as of November 5 2024 (the "Effective Date"), is between JOHN B. GAILEY and SUSAN K. GAILEY, managers of TOUCHET RIVER RANCH, LLC having an address of 222 Indian Court, Richland, WA, 99354 (hereinafter referred to as "Seller") and BLUE MOUNTAIN LAND TRUST, a Washington nonprofit public benefit corporation having an address of PO Box 1473, Walla Walla, WA 99362 (hereinafter referred to as "Buyer").

WITNESSETH:

1. **PROPERTY/EASEMENT:** The Seller agrees to sell, and the Buyer agrees to purchase a "Conservation and Restoration Easement" to be negotiated and mutually agreed upon by Seller, Buyer, and project funders prior to closing and later attached in a subsequent amendment as **Exhibit A** (Deed of Conservation and Restoration Easement) over the property legally described in **Exhibit B** (Legal Description of Conservation and Restoration Easement) and depicted in **Exhibit C** (Conservation and Restoration Easement Survey). The Conservation and Restoration Easement is located on a portion of Seller's fee-owned property situated in the County of Walla Walla, State of Washington, consisting of 450.56 acres and which is legally described in Conservation and Restoration Easement.

2. **ACCESS EASEMENT.** Additionally, the Seller will also convey an "Access Easement," in substantially the same form as shown in **Exhibit D** (Access Easement) over and across Seller's fee-owned property to Buyer, the Confederated Tribes of the Umatilla Indian Reservation, and the Bonneville Power Administration to provide access to the Conservation and Restoration Easement in a location to be mutually agreed upon and legally described, and attached in a subsequent amendment to this Purchase and Sale Agreement.

3. **WATER**: As part of this transaction, the Seller, in partnership with the Confederated Tribes of the Umatilla Indian Reservation, will file an application with the Washington State Department of Ecology ("Ecology") for a change purpose of use from irrigation water rights to in-stream use (Certificate 345, **Exhibit E**). The net effect of this Agreement is the transfer of 208.76 acres of irrigation water rights from Certificate 345 to a permanent instream water right to Ecology, Trust Water Rights Program for the benefit of fish and wildlife ("Protected Water"). Ecology has yet to approve the Seller's application. Simultaneous with the recordation of the Conservation and Restoration Easement, the Seller will convey the Protected Water to Ecology by deed, to be later attached in an amendment as **Exhibit F** (Water Rights Certificate).

4. RESTORATION. Seller agrees to adhere to provisions, restrictions, and scope of work outlined in **Exhibit G,** the Riparian Conservation Agreement between Seller and Confederated Tribes of the Umatilla Indian Reservation (CTUIR).

5. TITLE ENCUMBRANCES. The Conservation and Restoration Easement and the Access Easement are subject to the title encumbrances listed in **Exhibit H** (Title Encumbrances).

6. PURCHASE PRICE AND TERMS: Seller agrees to sell the 450.56-acre Conservation and Restoration Easement, the Access Easement, and the permanent instream transfer of the water rights (208.76 acres of irrigation water rights) for a purchase price determined by a federally compliant Yellowbook appraisal. If the appraisal yields a higher value than $2,600,000, Seller agrees to proceed with the sale at the appraised value. If the appraisal yields a lower value than $2,600,000, Seller is under no obligation to proceed with the sale. Both Buyer and Seller acknowledge that the purchase price is contingent on final appraisal approval and BPA's funding and review process.

The Bonneville Power Administration "BPA", a federal agency, upon successful completion of its due diligence, will provide the funding for the Buyer pursuant to agreement with the Confederated Tribes of the Umatilla Indian Reservation.

Upon BPA's successful due diligence, the purchase price will be provided by BPA on Buyer's behalf to be paid to the Seller in cash, or cash equivalent acceptable to Seller, at closing.

Upon execution of this Agreement by both parties, Buyer shall open escrow with TitleOne, a Title and Escrow Company ("Closing Agent"), and deposit the sum of One Hundred Dollars and No Cents ($100.00) with the Closing Agent (as that term is defined herein) as earnest money ("Earnest Money").

Purchase of the Conservation and Restoration Easement, the Access Easement, and Protected Water shall be contingent on Buyer's receipt of Bonneville Power Administration's funding and successful completion of BPA's due diligence process; review and approval of all changes made to the deeds by all parties; and on terms satisfactory to Buyer and BPA. Buyer shall notify Seller by the closing date hereof if this contingency is not satisfied, and upon such notice, this Agreement shall terminate and neither party shall have any further rights or obligations hereunder. If Buyer provides no notice thereof, this contingency shall be deemed satisfied. Upon termination of this Agreement all Escrow funds will be returned to Buyer with no penalties incurred.

7. CONDITIONS TO SELLER'S PERFORMANCE. The obligations of the Seller are conditioned upon the following. If any condition set forth in this Section is not satisfied by the Closing Date, or such later date as Seller and Buyer agree upon in

writing, this Agreement shall terminate and the Earnest Money shall be returned to Buyer.

A. The representations of Buyer in this Agreement are true and correct.

B. The Purchase Price, as determined by a qualified and funder-approved appraisal, is the value approved by Seller.

C. Seller and Buyer having agreed to the final form of the Conservation and Restoration Easement and all its terms.

D. Seller acknowledges and agrees that the sale of the Conservation and Restoration Easement, Access Easement, and permanent instream transfer of the water rights is contingent upon a federally compliant Yellowbook appraisal. In the event that the appraised value exceeds $2,600,000, Seller agrees to proceed with the sale at the appraised value, and Seller's obligation to sell shall not be contingent on their approval of the appraised amount. Seller waives any right to renegotiate, rescind, or reject the sale based solely on the appraised value exceeding $2,600,000. If the appraisal yields a lower value than $2,600,000, Seller is under no obligation to proceed with the sale.

8. POSSESSION: Buyer shall be entitled to possession of the Conservation and Restoration Easement and the Access Easement on the closing date of this transaction. Buyer acknowledges that the easements do not grant to Buyer a possessory interest in the property.

9. TITLE INSURANCE: Buyer holds a standard form policy of title insurance or report preliminary thereto to be issued by TitleOne, a Title and Escrow Company. The title policy to be issued shall contain no exceptions other than those provided for in such standard form plus encumbrances identified in Exhibit F. Delivery of such policy or title report to the closing agent named herein shall constitute delivery to Seller. If title is not so insurable as above provided and cannot be made so insurable by the closing date set forth below, this Agreement shall be terminated; provided, however, Buyer may waive defects and elect to purchase.

10. REPRESENTATIONS AND CONDITIONS OF PROPERTY INTEREST: Seller represents, warrants and covenants to Buyer as to the following matters and shall be deemed to remake all of the following representations, warranties and covenants as of the closing date:

A. All covenants, conditions and restrictions, easements and similar matters that affect the easement have been satisfied except for those identified on Exhibit F.

B. Seller has not received any notice of and is not aware of any actual, alleged, or threatened release of any Hazardous Substance on the property. Seller has not received any notice of and is not aware of, any actual or alleged violation with respect to the property of any federal, state or local statute, ordinance, rule, regulation or other law pertaining to Hazardous Substances and no action or proceeding is pending before or appealable from any court, quasi-judicial or administrative agency relating to hazardous substances released or threatened to be released to the environment from the property or affecting the property (i.e., offsite contamination). "Hazardous Substances" means any hazardous, toxic or dangerous substance, waste or material that is regulated under any federal, state or local law pertaining to environmental protection, contamination, clean-up or liability. The term includes, without limitation, (1) any substances designated a "Hazardous Substance" under the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") (42 U.S.C. § 9601 et seq.), 42 U.S.C. § 9601(14), and/or under the Model Toxics Control Act (chapter 70.105D RCW), as these statutes shall be amended from time to time, and (2) any substances that, after being released into the environment and upon exposure, ingestion, inhalation, or assimilation, either directly from the environment or indirectly by ingestion through the food chain, will or may reasonably be anticipated to cause death, disease, behavior abnormalities, cancer and/or genetic abnormalities in humans, plants or animals. "Release" means any intentional or unintentional entry of any hazardous substance into the environment and incorporates the full definition of a release under CERCLA 42 U.S.C. § 9601(22).

C. Seller represents and warrants that: (1) Seller has all requisite power and authority to execute and deliver this Agreement and to carry out its obligation hereunder and the transactions contemplated hereby; (2) this Agreement has been, and the documents contemplated hereby will be, duly executed and delivered by Seller and constitute the Seller's legal, valid and binding obligation enforceable against Seller in accordance with its terms; (3) the consummation by Seller of the sale of the deeds is not in violation of or in conflict with nor does it constitute a default under any term or provision of any operating agreement of Seller, or any of the terms of any agreement or instrument to which Seller is or may be bound, or of any provision of any applicable law, ordinance, rule or regulation of any governmental authority or of any provision of any applicable order, judgment or decree of any court, arbitrator or governmental authority; and (4) Touchet River Ranch, LLC is the only holder of all fee simple ownership and John B. Gailey and Susan K. Gailey, managers, are the only persons required to sign to make this Agreement and the easement the valid obligation of Seller.

D. Seller agrees to defend, hold harmless, and indemnify Buyer from and against any claims, demands, penalties, fees, liens, damages, losses, expenses, including reasonable attorneys' fees and costs incurred by Buyer for liability resulting from any breach of the warranties and representations in this Agreement.

E. The representations, warranties, covenants and indemnity provided in this Section 7 of the Agreement shall survive closing.

11. DISCLAIMER OF WARRANTIES: Buyer agrees that it has ascertained from sources other than Seller the applicable zoning and other regulatory ordinances and laws and that Buyer accepts the deeds with full awareness of these ordinances and laws as they may affect the present use or any intended future use of the property and Seller makes no representations with respect thereto.

12. CLOSING AND COSTS: This sale shall be closed no later than January 31, 2026, or earlier as the parties hereto may agree, at the offices of TitleOne, a Title and Escrow Company of Walla Walla, WA. If Buyer fails to close at the agreed date, Seller is under no obligation to sell. Buyer and Seller shall deposit in escrow with the closing agent all instruments and monies necessary to complete the purchase in accordance with this Agreement.

Buyer agrees to pay for the cost of a standard form title insurance policy, the recording fees for the Conservation and Restoration Easement, the Access Easement, and the deed conveying the Protected Water, and pay the escrow fee. Buyer shall not pay any taxes, including but not limited to excise taxes. Nothing in this paragraph shall cause Buyer to be liable for any tax consequences associated with this transaction.

Seller agrees to pay Seller's attorney fees and costs including but not limited to those costs incurred in the preparation of and review of this Agreement and the deeds. Buyer agrees to pay Buyer's attorney fees and costs incurred in the preparation of and review of this Agreement and the deeds.

Extension of the closing date may be mutually agreed upon in writing between Buyer and Seller.

13. NOTICES: All notices required under this agreement shall be given when actually delivered or when deposited in the U.S. Mail, as certified mail, return-receipt requested, and addressed as follows:

TO SELLER:
TOUCHET RIVER RANCH, LLC
JOHN B. GAILEY AND SUSAN K. GAILEY, MANAGER(S)
222 INDIAN CT

RICHLAND, WA, 99354

TO BUYER:
BLUE MOUNTAIN LAND TRUST
P O BOX 1473
WALLA WALLA, WA, 99362

Either party may change its address where notice may be served upon them by giving written notice thereof in the manner provided.

14. DEFAULT: Time is of the essence of this Agreement. "Default" is the failure of any party, without legal excuse, to complete the purchase or sale of the Property by Seller. In the event Buyer fails without legal excuse to complete the purchase of the easement, Seller may seek specific performance, damages, rescissions or such other remedies as may be allowed in law or equity. In the event Seller fails without legal excuse to complete the sale of the easement, Buyer may seek specific performance, damages, rescissions or such other remedies as may be allowed in law or equity.

15. COSTS & ATTORNEY FEES: If any suit, action, arbitration or other proceedings of any nature whatsoever (including any proceedings under the U.S. Bankruptcy Code) is instituted in connection with any controversy arising out of this Agreement, or to interpret or enforce any rights or obligations hereunder, the substantially prevailing party shall be entitled to recover its reasonable attorneys' fees, and costs incurred in connection therewith as determined by the judge or arbitrator at trial or other proceeding, or on an appeal or review, in addition to all other amounts provided by law.

16. JURISDICTION AND VENUE/GOVERNING LAW: If any suit, action, arbitration or other proceedings of any nature whatsoever is instituted in connection with any controversy arising out of this Agreement, or to interpret or enforce any rights or obligations hereunder, the parties agree that venue and jurisdiction for such proceedings shall be in Walla Walla County Washington. This Agreement and the rights of the Parties shall be governed by and construed in accordance with the laws of the State of Washington.

17. WAIVER: Failure of either party at any time to require performance of any provision of this Agreement shall not limit the right of a non-defaulting party to enforce the provisions nor shall any waiver by either party or any breach of any provision be a waiver of any succeeding breach of that provision or a waiver of that provision itself or any other provision.

18. SUCCESSOR INTEREST: This Agreement shall be binding upon and shall inure to the benefit of the parties, their successors, permitted assigns, heirs and executors.

19. ASSIGNMENT: It is agreed that Buyer may not assign this Agreement without the prior written consent of Seller.

20. SEVERABILITY: If any court determines that any provision of this Agreement is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this Agreement invalid or unenforceable and such provision shall be modified, amended or limited only to the extent necessary to render it valid and enforceable.

21. PRIOR AGREEMENTS: This document is the entire, final and complete Agreement of the parties pertaining to the sale and purchase of the Conservation and Restoration Easement, the Access Easement, and the Protected Water. This Agreement supersedes and replaces all written and oral agreements hereto made or existing by and between the parties or their representatives insofar as the property is concerned.

22. EXHIBITS: All exhibits attached to this Agreement shall be part of this Agreement incorporated herein where applicable as if fully set forth herein.

23. SURVIVAL CLAUSE: The covenants contained herein shall survive closing of this matter and shall remain in full force and effect and be enforceable between the parties after closing of this transaction.

24. FUNDING PROVIDED BY BPA. Buyer's ability to close this transaction is contingent upon receiving funding by BPA. If BPA fails to provide the funding, this Agreement shall terminate, and neither party shall have any further rights or obligations hereunder.

25. COUNTERPART SIGNATURES. This Agreement may be signed in two or more counterparts, each of which shall be an original but all of which, when considered together, shall constitute a fully signed Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate the day and year hereinabove written.

SELLER

TOUCHET RIVER RANCH, LLC,
A Washington State limited liability corporation

(b)(6)

JOHN B. GAILEY, Manager

(b)(6)

SUSAN K. GAILEY, Manager

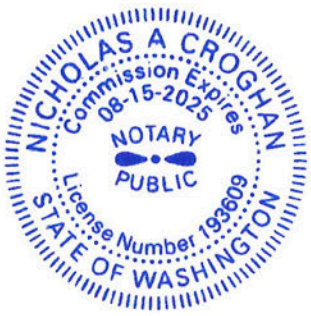
4 nov 2024

BUYER

BLUE MOUNTAIN LAND TRUST, a
Washington nonprofit corporation

By: (b)(6)

AMANDA MARTINO, Executive Director,
Blue Mountain Land Trust



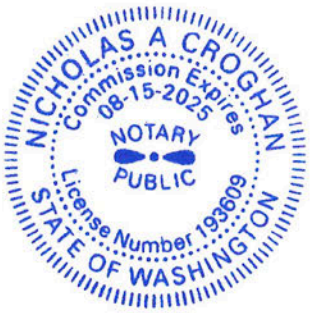
19 nov 2024

Notary Acknowledgment

STATE OF: Washington)
)ss.
County of: Walla Walla)

I certify that I know or have satisfactory evidence that JOHN B. GAILEY known to be a manager of TOUCHET RIVER RANCH, LLC, a Washington State limited liability corporation, is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

GIVEN under my hand and official seal this 5th day of November, 2024.



(b)(6) [redacted]

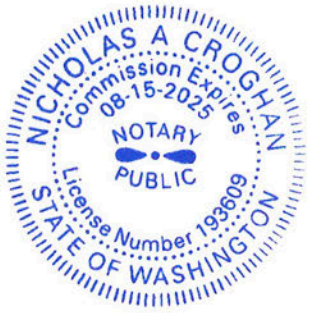
Notary Public in and for the State of Washington, residing at Walla Walla, WA

Notary Acknowledgment

STATE OF: Washington)
)ss.
County of: Walla Walla)

I certify that I know or have satisfactory evidence that SUSAN K. GAILEY known to be a manager of TOUCHET RIVER RANCH, LLC, a Washington State limited liability corporation, is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

GIVEN under my hand and official seal this 5th day of November, 2024.



(b)(6) [redacted]

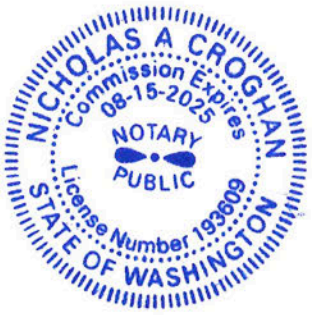
Notary Public in and for the State of Washington, residing at Walla Walla, WA

Notary Acknowledgment

STATE OF: Washington)
)ss.
County of: Walla Walla)

I certify that I know or have satisfactory evidence that AMANDA MARTINO is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the EXECUTIVE DIRECTOR of the BLUE MOUNTAIN LAND TRUST to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this 19th day of November, 2024.



(b)(6) [redacted]

Notary Public in and for the State of Washington, residing at Walla Walla, WA

Exhibit A
Deed of Conservation and Restoration Easement

To be mutually agreed upon and later attached in an amendment to this Purchase and Sale Agreement

Exhibit B
Legal Description of Conservation and Restoration Easement

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, THE WEST HALF OF THE WEST HALF OF SECTION 32, THE EAST HALF OF THE NORTHEAST QUARTER, THE SOUTHEAST QUARTER, THE SOUTHEAST QUARTER AND THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 31, ALL IN TOWNSHIP 9 NORTH, RANGE 34 EAST OF THE WILLAMETTE MERIDIAN; THE NORTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 8 NORTH, RANGE 34 EAST OF SAID WILLAMETTE MERIDIAN; AND THE NORTHEAST QUARTER OF SECTION 1 IN TOWNSHIP 8 NORTH, RANGE 33 EAST OF SAID WILLAMETTE MERIDIAN, SAID LANDS BEING A PORTION OF THOSE LANDS CONVEYED TO IVAN J. ECCLES AND EDNA ECCLES BY THAT WARRANTY DEED RECORDED MAY 8, 1968 IN BOOK 326 OF DEEDS AT PAGE 601 UNDER AUDITOR'S FILE NO. 494082, EXCEPTING THEREFROM THOSE LANDS CONVEYED TO CASEY FARMS, INC. BY THAT WARRANTY FULFILLMENT DEED RECORDED JANUARY 6, 1978 IN VOLUME 74 OF DEEDS AT PAGE 345 UNDER AUDITOR'S FILE NO. 1978-00153, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 31 IN TOWNSHIP 9 NORTH, RANGE 34 EAST, WILLAMETTE MERIDIAN, WHICH POINT IS ALSO THE SOUTHEAST CORNER OF THOSE LANDS CONVEYED TO IVAN J. ECCLES AND EDNA ECCLES BY THAT WARRANTY DEED RECORDED MAY 8, 1968 IN BOOK 326 OF DEEDS AT PAGE 601 UNDER AUDITOR'S FILE NO. 494082, SAID POINT BEING MARKED BY A 3/4-INCH IRON ROD, FROM WHICH A 1/2-INCH IRON REBAR MARKING THE SOUTHWEST CORNER OF SAID SECTION 31 BEARS S88"47'10"W A DISTANCE OF 5285.49 FEET, AND RUNNING THENCE ALONG THE BOUNDARY OF SAID ECCLES LANDS BY THE FOLLOWING COURSES AND DISTANCES: ALONG THE SOUTH LINE OF SAID SECTION 31, S88"47'10"W A DISTANCE OF 1321.37 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 31; THENCE ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, N01 "16'09"W A DISTANCE OF 125.00 FEET; THENCE N82"34'11"W A DISTANCE OF 339.27 FEET; THENCE S55"00'59"W A DISTANCE OF 316.61 FEET TO A POINT ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE CONTINUING S55"00'59"W A DISTANCE OF 179.37 FEET; THENCE S68"27'59"W A DISTANCE OF 261.61 FEET;
THENCE S5T49'59"W A DISTANCE OF 292.28 FEET; THENCE S51"42'59"W A DISTANCE OF 1221.10 FEET; THENCE S72"27'59"W A DISTANCE OF 971.45 FEET; THENCE

S84"08'59"W A DISTANCE OF 270.26 FEET; THENCE N86"59'01 "W A DISTANCE OF 298.41 FEET; THENCE S75"03'59"W A DISTANCE OF 251.06 FEET TO A POINT ON THE EAST LINE OF SECTION 1 IN TOWNSHIP 8 NORTH, RANGE 33 EAST OF SAID WILLAMETTE MERIDIAN; THENCE S73"33'21"W A DISTANCE OF 799.95 FEET; THENCE S76"58'21"W A DISTANCE OF 323.96 FEET; THENCE N88"04'39"W A DISTANCE OF 332.28 FEET; THENCE S73"28'21 "W A DISTANCE OF 257.67 FEET; THENCE S4T29'21"W A DISTANCE OF 514.94 FEET; THENCE S40"39'21"W A DISTANCE OF 799.86 FEET TO A POINT IN A LINE PARALLEL WITH AND 30.00 FEET EAST OF THE WEST LINE OF THE EAST HALF OF SAID SECTION 1, SAID POINT BEARING N40"39'21"E A DISTANCE OF 60.08 FEET FROM A POINT IN SAID WEST LINE OF THE EAST HALF WHICH IS 2432.20 FEET SOUTH, MEASURED ALONG SAID WEST LINE, FROM THE NORTHWEST CORNER OF SAID EAST HALF OF SECTION 1;

THENCE ALONG SAID PARALLEL LINE, N01"05'26"W A DISTANCE OF 2277.16 FEET TO A POINT IN THE SOUTH LINE OF THOSE LANDS CONVEYED TO CASEY FARMS, INC. BY THAT WARRANTY FULFILLMENT DEED RECORDED JANUARY 6, 1978 IN VOLUME 74 OF DEEDS AT PAGE 345 UNDER AUDITOR'S FILE NO. 1978-00153, SAID POINT BEARING S21"02'14"E A DISTANCE OF 117.26 FEET FROM A POINT IN SAID WEST LINE OF THE EAST HALF OF SECTION 1 WHICH IS 281.00 FEET SOUTH, MEASURED ALONG SAID WEST LINE, FROM SAID NORTHWEST CORNER OF SAID EAST HALF; THENCE LEAVING THE BOUNDARY OF SAID ECCLES LANDS AND RUNNING ALONG THE BOUNDARY OF SAID CASEY LANDS BY THE FOLLOWING COURSES AND DISTANCES:

S21"02'14"E A DISTANCE OF 47.60 FEET; THENCE S41"37'14"E A DISTANCE OF 92.92 FEET; THENCE S11"17'14"E A DISTANCE OF 109.90 FEET; THENCE S14"23'14"E A DISTANCE OF 462.59 FEET; THENCE N61"07'46"E A DISTANCE OF 174.84 FEET; THENCE N55"54'46"E A DISTANCE OF 99.91 FEET; THENCE N42"04'46"E A DISTANCE OF 189.83 FEET; THENCE N75"11'46"E A DISTANCE OF 150.07 FEET; THENCE N44"49'46"E A DISTANCE OF 454.59 FEET; THENCE N70"14'46"E A DISTANCE OF 69.94 FEET; THENCE N6T45'46"E A DISTANCE OF 526.53 FEET; THENCE N84"32'46"E A DISTANCE OF 214.81 FEET; THENCE N71"35'46"E A DISTANCE OF 134.88 FEET; THENCE N64"44'46"E A DISTANCE OF 384.66 FEET; THENCE N60"13'46"E A DISTANCE OF 41.66 FEET TO THE NORTH LINE OF SAID SECTION 1;

THENCE LEAVING SAID BOUNDARY OF THE CASEY LANDS AND RUNNING ALONG SAID NORTH LINE OF SECTION 1, N88"43'42"E A DISTANCE OF 250.46 FEET TO THE NORTHEAST CORNER OF SAID SECTION 1, WHICH IS ALSO THE WEST LINE OF SECTION 31 AFORESAID; THENCE ALONG SAID WEST LINE OF SECTION 31,

N01"35'34"W A DISTANCE OF 135.57 FEET TO A POINT IN THE AFORESAID BOUNDARY OF THE CASEY LANDS;

THENCE CONTINUING ALONG SAID BOUNDARY OF THE CASEY LANDS BY THE FOLLOWING COURSES AND DISTANCES:

N60"13'46"E A DISTANCE OF 243.70 FEET; THENCE N59"17'46"E A DISTANCE OF 289.74 FEET; THENCE S28"30'14"E A DISTANCE OF 119.89 FEET; THENCE N88"20'46"E A DISTANCE OF 319.71 FEET; THENCE N69"24'46"E A DISTANCE OF 249.78 FEET; THENCE N65"02'46"E A DISTANCE OF 399.64 FEET; THENCE N5T24'46"E A DISTANCE OF 129.88 FEET; THENCE N39"57'46"E A DISTANCE OF 264.76 FEET; THENCE N69"19' 46"E A DISTANCE OF 169.85 FEET; THENCE N58"20' 46"E A DISTANCE OF 279. 75 FEET; THENCE N50"04'46"E A DISTANCE OF 157.86 FEET; THENCE N42"39'46"E A DISTANCE OF 259.77 FEET; THENCE N48"02'46"E A DISTANCE OF 254.77 FEET; THENCE N58"32'46"E A DISTANCE OF 239.79 FEET; THENCE N70"43' 46"E A DISTANCE OF 214.81 FEET; THENCE N64"37' 46"E A DISTANCE OF 279. 75 FEET; THENCE S73"30'14"E A DISTANCE OF 729.35 FEET; THENCE S64"03'14"E A DISTANCE OF 169.85 FEET; THENCE S79"54'14"E A DISTANCE OF 84.92 FEET; THENCE N69"22'46"E A DISTANCE OF 199.82 FEET; THENCE N51"32'46"E A DISTANCE OF 373.87 FEET; THENCE N48"52'46"E A DISTANCE OF 439.61 FEET; THENCE N3T39'46"E A DISTANCE OF 199.82 FEET; THENCE N09"40'46"E A DISTANCE OF 279.75 FEET; THENCE N18"26'46"E A DISTANCE OF 415.63 FEET; THENCE N31"02'14"W A DISTANCE OF 616.45 FEET; THENCE N35"19'14"W A DISTANCE OF 249.78 FEET; THENCE N10"30'14"W A DISTANCE OF 369.67 FEET; THENCE N12"55'14"W A DISTANCE OF 279.75 FEET; THENCE N48"39'46"E A DISTANCE OF 219.80 FEET; THENCE S5T57'14"E A DISTANCE OF 344.69 FEET; THENCE S82"38'14"E A DISTANCE OF 59.95 FEET; THENCE N78"23'46"E A DISTANCE OF 79.93 FEET; THENCE N29"03'46"E A DISTANCE OF 111.90 FEET; THENCE N23"31'46"E A DISTANCE OF 224.80 FEET; THENCE N1T10'46"E A DISTANCE OF 199.82 FEET;

THENCE LEAVING SAID BOUNDARY OF THE CASEY LANDS AND RUNNING N24"08'29"E A DISTANCE OF 826.33 FEET; THENCE S6T01'57"E A DISTANCE OF 707.17 FEET TO A POINT IN THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 32 IN TOWNSHIP 9 NORTH, RANGE 34 EAST, WILLAMETTE MERIDIAN AFORESAID, WHICH IS ALSO THE EAST LINE OF THE AFOREMENTIONED ECCLES LANDS; THENCE ALONG THE BOUNDARY OF SAID ECCLES LANDS BY THE FOLLOWING COURSES AND DISTANCES:

ALONG SAID EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 32, S01"14'53"E A DISTANCE OF 2478.99 FEET TO THE SOUTHEAST

CORNER OF SAID WEST HALF OF THE NORTHWEST QUARTER; THENCE ALONG THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 32, S01"14'49"E A DISTANCE OF 2642.15 FEET TO THE SOUTHEAST CORNER OF SAID WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 32; THENCE ALONG THE SOUTH LINE OF SAID WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 32, S88"50'35"W A DISTANCE OF 1322.75 FEET TO THE POINT OF BEGINNING,

HAVING AN AREA OF 19,622,853.0 SQUARE FEET, 450.48 ACRES, MORE OR LESS.

SITUATED IN THE COUNTY OF WALLA WALLA, STATE OF WASHINGTON.

Exhibit C
Conservation and Restoration Easement Survey

33390050

RECORD OF SURVEY

FOR A CONSERVATION EASEMENT

LOCATED IN THE S.E. 1/4 OF SEC. 36, T9N R33E, W.M.; THE S.W. 1/4 OF SEC. 29, THE S.E. 1/4 OF SEC. 30, THE N.E. 1/4 AND THE S. 1/2 OF SEC. 31, THE W. 1/2 OF THE W. 1/2 OF SEC. 32, T9N R34E, W.M.; THE N.E. 1/4 OF SEC. 1, T8N R33E, W.M.; AND THE N. 1/2 OF SEC. 6, T8N R34E, W.M., WALLA WALLA COUNTY, WASHINGTON

SURVEYOR'S NOTES

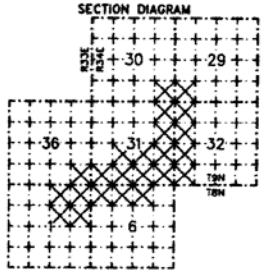
1. THIS SURVEY WAS PERFORMED AT THE REQUEST OF BLUE MOUNTAIN LAND TRUST TO IDENTIFY THE BOUNDARY OF THE LANDS OWNED BY JOHN & SUSAN GAILEY AS TOUCHET RIVER RANCH LLC, IN ORDER TO CREATE AN EASEMENT FOR CONSERVATION OUT OF A PORTION OF THE GAILEY PROPERTY.
2. THIS SURVEY WAS PERFORMED WITH RTK TECHNIQUES USING TRIMBLE R-10 & R-12i RECEIVERS HAVING STANDARD ERRORS OF 8MM + 2PPM. MONUMENTS SHOWN WERE VISITED IN JANUARY & FEBRUARY 2024. THIS SURVEY MEETS OR EXCEEDS THE ACCURACY STANDARDS OUTLINED IN WAC 332-130.
3. AFN 4944082 INDICATES THAT A 30-FOOT STRIP EAST OF AND ADJACENT TO THE NORTH-SOUTH CENTERLINE OF SECTION 1 IS EXCEPTED FROM THE LANDS CONVEYED TO ECCLES; AFNS 1978-00153 AND 2012-00165 DO NOT NOTE THIS EXCEPTION. THE COUNTY ASSESSOR'S MAP AS WELL AS AFN 2021-08227 INDICATES THAT THIS 30-FOOT STRIP IS OWNED BY TOUCHET FARM LLC, WHICH ALSO OWNS LANDS IN SECTIONS 1 AND 36 ADJACENT TO THE NORTH OF GAILEY. THIS SURVEY DOES NOT ATTEMPT TO RESOLVE THIS ISSUE; WE HAVE SHOWN HEREON THE WEST BOUNDARY OF THE GAILEY LANDS AS BEING 30 FEET EAST OF THE NORTH-SOUTH CENTERLINE OF SECTION 1.
4. THE PORTIONS OF THE GAILEY BOUNDARY NOT RUNNING ALONG SECTION SUBDIVISION LINES APPEAR TO BE INTENDED TO FOLLOW NATURAL TOPOGRAPHIC FEATURES, IN PARTICULAR THE BLUFFS ON EITHER SIDE OF THE TOUCHET RIVER. TO ACCOUNT FOR DISCREPANCIES BETWEEN MEASURED DISTANCES TO FOUND PHYSICAL EVIDENCE AND DEED DIMENSIONS, GRANT BOUNDARY ADJUSTMENTS WERE MADE TO THE DEED DIMENSIONS BETWEEN CORNER POINTS 4 AND 12 (SEE CORNER NOTES), POINTS 5 AND 7, AND POINTS 7 AND 18. THE RESULTING LINES GENERALLY CORRESPOND TO TOPOGRAPHIC FEATURES, ANCIENT FENCES, AND CULTIVATION LINES. ALSO NOTEWORTHY IS AN ANCIENT FENCE RUNNING ALONG PORTIONS OF THE EAST BOUNDARY, WHICH FALLS 114 FEET WEST OF THE SOUTHEAST CORNER OF THE GAILEY LANDS AND RUNS IN A GENERALLY STRAIGHT LINE TO A POINT ABOUT 36' WEST OF THE NORTHEAST CORNER OF GAILEY, WHICH INDICATES THE POSSIBILITY OF OWNERSHIP RIGHTS OF THE PARTIES IN POSSESION.

CORNER NOTES

SEE ADDITIONAL NOTES ON SHEET 2

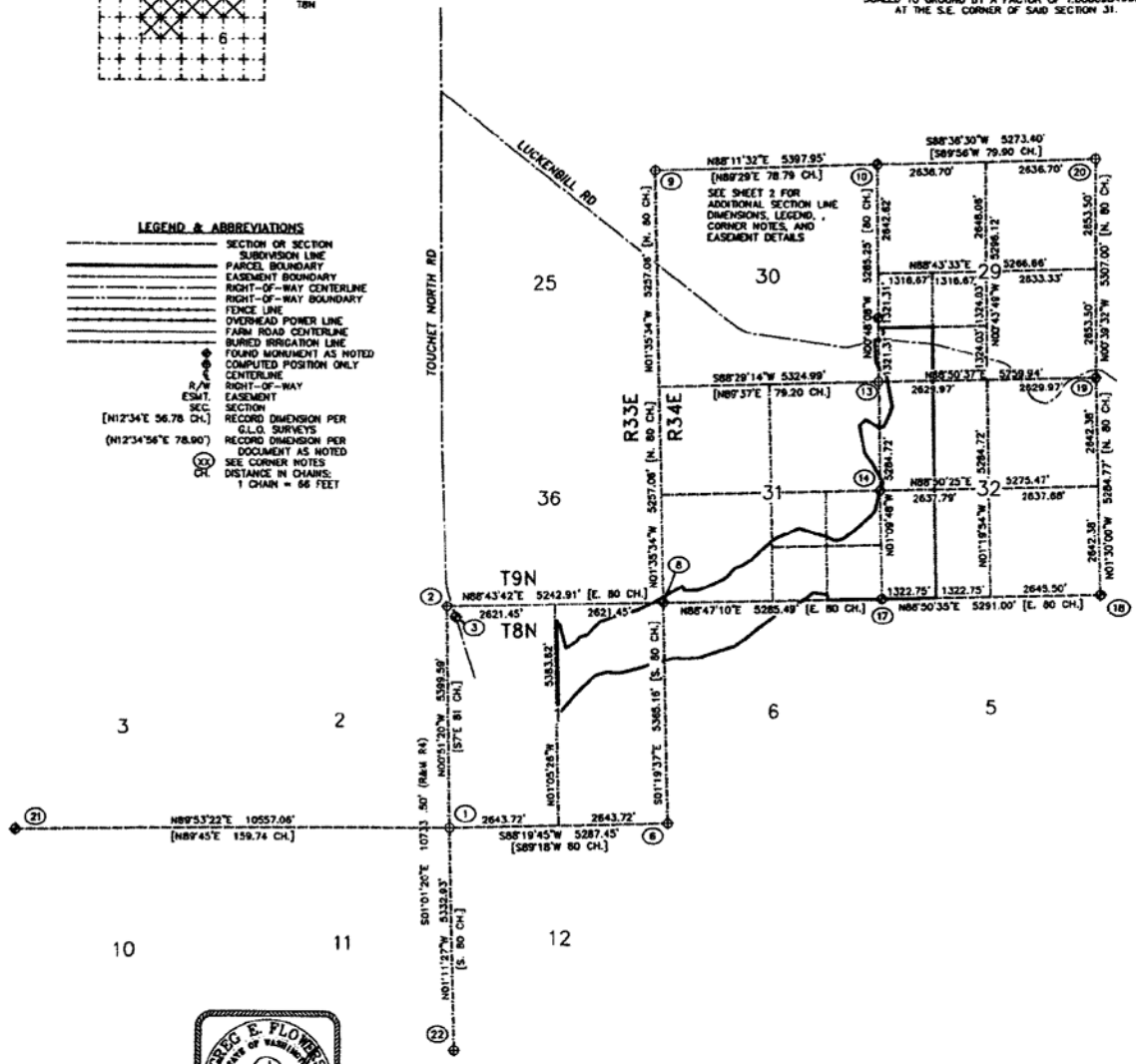
1. COMPUTED POSITION BY DOUBLE-PROPORTION BETWEEN N.W. CORNER SECTION 10 & S.E. CORNER SECTION 1, AND N.W. CORNER SECTION 1 & S.W. CORNER SECTION 12 (T8N R33E)
2. POSITION OF 1" PIPE COMPUTED AT RECORD BEARINGS & DISTANCES FROM ℄ STA. 756+61.25 PER R2
3. BRASS CAP AT TOUCHET NORTH RD. ℄ STA. 756+61.25 P.C.
4. POINT ON N-S SECTION ℄ 281.0' S. OF 1/4 CORNER PER D3
5. POINT ON N-S SECTION ℄ 2713.2' S. OF 1/4 CORNER PER D2
6. HELD CORNER OF FENCES RUNNING N-S & W
7. POINT ON SECTION LINE 1408.3' S. OF CORNER PER D2
8. FOUND STONE MOUND; SET 1/2" REBAR IN CENTER
9. HELD FIELD CORNER AS SHOWN ON R3, HELD FOR RANGE LINE.
10. FOUND 3' LONG IRON PLATE SET VERTICAL IN GROUND ON N. SIDE FENCE CORNER POST. A 1' DIA. POLE WITH HAWK PERCH STANDS 10' S.W.
11. FOUND 1-1/2" IRON ROD WITH WASHROONED TOP AT FENCE CORNER (NOT HELD)
12. POINT ON N. LINE S.W. 1/4 S.W. 1/4 SECTION 29 89.3' E. OF CORNER PER D4
13. COMPUTED POSITION AT PROPORTIONATE DISTANCE BETWEEN W. 1/4 SECTION 32 AND N.W. CORNER SECTION 29, ON PROJECTED W. LINE S.W. 1/4 SECTION 32
14. FOUND WAGON SKEIN
17. FOUND 3/4" IRON PIN AT FENCE CORNER
18. FOUND 3/4" IRON PIPE UNDER STONE PER LOR 9004579
19. COMPUTED POSITION OF BRASS CAP AT RECORD BEARING & DISTANCE N. OF S.E. CORNER SECTION 32 PER R5. THE BRASS CAP WAS NOT FOUND; WE FOUND A BENT 3/4" IRON PIN S16°16'20"W 9.78'.
20. COMPUTED POSITION OF TRACTOR PISTON AT RECORD DISTANCE (PER R1) N. OF S.E. CORNER AND RECORD DISTANCE (PER GLO) E. OF N.W. CORNER OF SECTION 29
21. ↑D. 1" PIPE PER R4
22. POSITION COMPUTED AT RECORD BEARING & DISTANCE FROM N.W. CORNER SECTION 1

SECTION DIAGRAM



LEGEND & ABBREVIATIONS

- SECTION OR SECTION SUBDIVISION LINE
- PARCEL BOUNDARY
- EASEMENT BOUNDARY
- RIGHT-OF-WAY CENTERLINE
- RIGHT-OF-WAY BOUNDARY
- FENCE LINE
- OVERHEAD POWER LINE
- FARM ROAD CENTERLINE
- BURIED IRRIGATION LINE
- FOUND MONUMENT AS NOTED
- COMPUTED POSITION ONLY
- ℄ CENTERLINE
- R/W RIGHT-OF-WAY
- ESMT. EASEMENT
- SEC. SECTION
- [N12°34'E 56.78 CH.] RECORD DIMENSION PER G.L.O. SURVEYS
- (N12°34'56"E 78.90') RECORD DIMENSION PER DOCUMENT AS NOTED
- (XX) SEE CORNER NOTES
- DISTANCE IN CHAINS: 1 CHAIN = 66 FEET



AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS 14 DAY OF May, 2024,
AT THE REQUEST OF GREG E. FLOWERS, IN
BOOK 14 AT PAGE 137 OF RECORD OF SURVEYS
[redacted] clerk
[redacted] COUNTY AUDITOR

SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN ACCORDANCE WITH THE SURVEY RECORDING ACT AND AT THE REQUEST OF BLUE MOUNTAIN LAND TRUST.
[redacted] (date)
GREG E. FLOWERS PLS 19619

GREG E. FLOWERS — STATE OF WASHINGTON — 19619 — REGISTERED PROFESSIONAL LAND SURVEYOR
5/1/2024

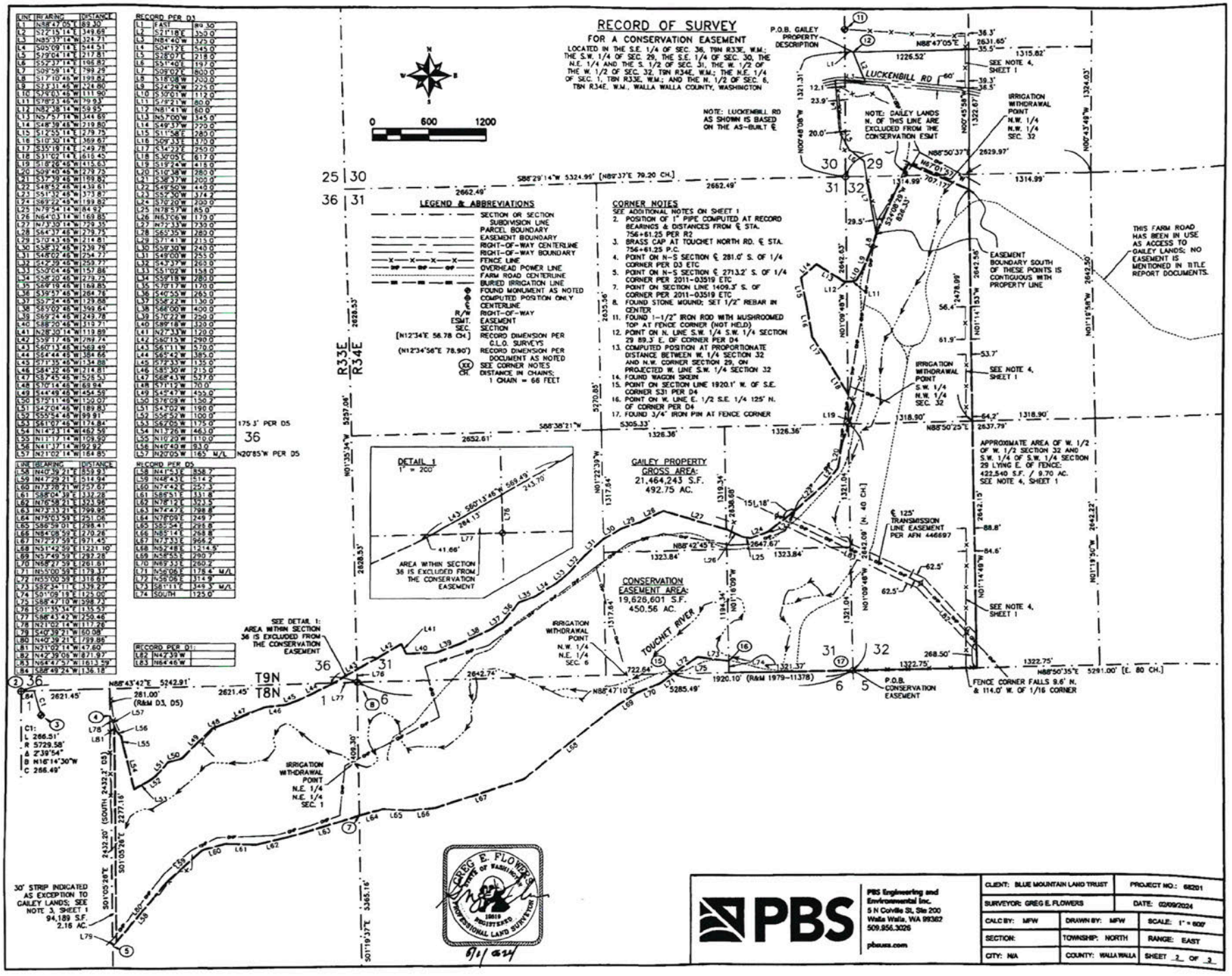
PBS Engineering and Environmental Inc.
5 N Colville St, Ste 200
Walla Walla, WA 99362
509.956.3026
pbsusa.com

CLIENT: BLUE MOUNTAIN LAND TRUST			PROJECT NO.: 58201
SURVEYOR: GREG E. FLOWERS			DATE: 02/08/2024
CALC BY: MPW	DRAWN BY: MPW		SCALE: 1" = 2000'
SECTION:	TOWNSHIP: NORTH		RANGE: EAST
CITY: N/A	COUNTY: WALLA WALLA		SHEET 1 OF 2

2024-002864 Bk: 14 Pg: 172 SUR
05/14/2024 02:39 PM Page: 1 of 2 Fees: 433.00
Kevin Poole, Walla Walla County, WA

BPA-2026-01154-F 0082

33390050



BPA-2026-01154-F 0083

33390050

RECORD OF SURVEY

FOR A CONSERVATION EASEMENT

LOCATED IN THE S.E. 1/4 OF SEC. 36, T9N R33E, W.M.; THE S.W. 1/4 OF SEC. 29, THE S.E. 1/4 OF SEC. 30, THE N.E. 1/4 AND THE S. 1/2 OF SEC. 31, THE W. 1/2 OF THE W. 1/2 OF SEC. 32, T9N R34E, W.M.; THE N.E. 1/4 OF SEC. 1, T8N R33E, W.M.; AND THE N. 1/2 OF SEC. 6, T8N R34E, W.M., WALLA WALLA COUNTY, WASHINGTON

CONSERVATION EASEMENT LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, THE WEST HALF OF THE WEST HALF OF SECTION 32, THE EAST HALF OF THE NORTHEAST QUARTER AND THE SOUTH HALF OF SECTION 31, ALL IN TOWNSHIP 9 NORTH, RANGE 34 EAST OF THE WILLAMETTE MERIDIAN; THE NORTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 8 NORTH, RANGE 34 EAST OF SAID WILLAMETTE MERIDIAN; AND THE NORTHEAST QUARTER OF SECTION 1 IN TOWNSHIP 8 NORTH, RANGE 33 EAST OF SAID WILLAMETTE MERIDIAN, SAID LANDS BEING A PORTION OF THOSE LANDS CONVEYED TO IVAN J. ECCLES AND EDNA ECCLES BY THAT WARRANTY DEED RECORDED MAY 8, 1968 IN BOOK 326 OF DEEDS AT PAGE 601 UNDER AUDITOR'S FILE NO. 494082, EXCEPTING THEREFROM THOSE LANDS CONVEYED TO CASEY FARMS, INC. BY THAT WARRANTY FULFILLMENT DEED RECORDED JANUARY 6, 1978 IN VOLUME 74 OF DEEDS AT PAGE 345 UNDER AUDITOR'S FILE NO. 1978-00153, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 31 IN TOWNSHIP 9 NORTH, RANGE 34 EAST, WILLAMETTE MERIDIAN, WHICH POINT IS ALSO THE SOUTHEAST CORNER OF THOSE LANDS CONVEYED TO IVAN J. ECCLES AND EDNA ECCLES BY THAT WARRANTY DEED RECORDED MAY 8, 1968 IN BOOK 326 OF DEEDS AT PAGE 601 UNDER AUDITOR'S FILE NO. 494082, SAID POINT BEING MARKED BY A 3/4-INCH IRON ROD, FROM WHICH A 1/2-INCH IRON REBAR MARKING THE SOUTHWEST CORNER OF SAID SECTION 31 BEARS S88°47'10"W A DISTANCE OF 5285.49 FEET, AND RUNNING THENCE ALONG THE BOUNDARY OF SAID ECCLES LANDS BY THE FOLLOWING COURSES AND DISTANCES:

ALONG THE SOUTH LINE OF SAID SECTION 31, S88°47'10"W A DISTANCE OF 1321.37 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 31; THENCE ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, N01°16'09"W A DISTANCE OF 125.00 FEET; THENCE N82°34'11"W A DISTANCE OF 339.27 FEET; THENCE S55°00'56"W A DISTANCE OF 316.61 FEET TO A POINT ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE CONTINUING S55°00'56"W A DISTANCE OF 179.37 FEET; THENCE S68°27'59"W A DISTANCE OF 261.61 FEET; THENCE S57°49'59"W A DISTANCE OF 292.28 FEET; THENCE S51°42'59"W A DISTANCE OF 1221.10 FEET; THENCE S72°27'59"W A DISTANCE OF 971.45 FEET; THENCE S84°08'59"W A DISTANCE OF 270.26 FEET; THENCE N86°59'01"W A DISTANCE OF 298.41 FEET; THENCE S75°03'59"W A DISTANCE OF 251.06 FEET TO A POINT ON THE EAST LINE OF SECTION 1 IN TOWNSHIP 8 NORTH, RANGE 33 EAST OF SAID WILLAMETTE MERIDIAN; THENCE S73°33'21"W A DISTANCE OF 789.95 FEET; THENCE S76°38'21"W A DISTANCE OF 323.96 FEET; THENCE N88°04'39"W A DISTANCE OF 332.28 FEET; THENCE S73°26'21"W A DISTANCE OF 257.67 FEET; THENCE S47°29'21"W A DISTANCE OF 514.94 FEET; THENCE S40°39'21"W A DISTANCE OF 799.86 FEET TO A POINT IN A LINE PARALLEL WITH AND 30.00 FEET EAST OF THE WEST LINE OF THE EAST HALF OF SAID SECTION 1, SAID POINT BEARING N40°39'21"E A DISTANCE OF 60.08 FEET FROM A POINT IN SAID WEST LINE OF THE EAST HALF WHICH IS 2432.20 FEET SOUTH, MEASURED ALONG SAID WEST LINE, FROM THE NORTHWEST CORNER OF SAID EAST HALF OF SECTION 1;

THENCE ALONG SAID PARALLEL LINE, N01°05'26"W A DISTANCE OF 2277.16 FEET TO A POINT IN THE SOUTH LINE OF THOSE LANDS CONVEYED TO CASEY FARMS, INC. BY THAT WARRANTY FULFILLMENT DEED RECORDED JANUARY 6, 1978 IN VOLUME 74 OF DEEDS AT PAGE 345 UNDER AUDITOR'S FILE NO. 1978-00153, SAID POINT BEARING S21°02'14"E A DISTANCE OF 117.26 FEET FROM A POINT IN SAID WEST LINE OF THE EAST HALF OF SECTION 1 WHICH IS 281.00 FEET SOUTH, MEASURED ALONG SAID WEST LINE, FROM SAID NORTHWEST CORNER OF SAID EAST HALF; THENCE LEAVING THE BOUNDARY OF SAID ECCLES LANDS AND RUNNING ALONG THE BOUNDARY OF SAID CASEY LANDS BY THE FOLLOWING COURSES AND DISTANCES:

S21°02'14"E A DISTANCE OF 47.60 FEET; THENCE S41°37'14"E A DISTANCE OF 92.92 FEET; THENCE S11°17'14"E A DISTANCE OF 109.90 FEET; THENCE S14°23'14"E A DISTANCE OF 462.59 FEET; THENCE N61°07'46"E A DISTANCE OF 174.84 FEET; THENCE N55°54'46"E A DISTANCE OF 99.91 FEET; THENCE N42°04'46"E A DISTANCE OF 189.83 FEET; THENCE N75°11'46"E A DISTANCE OF 150.07 FEET; THENCE N44°49'46"E A DISTANCE OF 454.59 FEET; THENCE N70°14'46"E A DISTANCE OF 89.94 FEET; THENCE N67°45'46"E A DISTANCE OF 526.53 FEET; THENCE N84°32'46"E A DISTANCE OF 214.81 FEET; THENCE N71°35'46"E A DISTANCE OF 134.88 FEET; THENCE N64°44'46"E A DISTANCE OF 384.66 FEET; THENCE N60°13'46"E A DISTANCE OF 41.65 FEET TO THE NORTH LINE OF SAID SECTION 1;
THENCE LEAVING SAID BOUNDARY OF THE CASEY LANDS AND RUNNING ALONG SAID NORTH LINE OF SECTION 1, N88°43'42"E A DISTANCE OF 250.48 FEET TO THE NORTHEAST CORNER OF SAID SECTION 1, WHICH IS ALSO THE WEST LINE OF SECTION 31 AFORESAID; THENCE ALONG SAID WEST LINE OF SECTION 31, N01°35'34"W A DISTANCE OF 135.57 FEET TO A POINT IN THE AFORESAID BOUNDARY OF THE CASEY LANDS;

THENCE CONTINUING ALONG SAID BOUNDARY OF THE CASEY LANDS BY THE FOLLOWING COURSES AND DISTANCES:

N60°13'46"E A DISTANCE OF 243.70 FEET; THENCE N59°17'46"E A DISTANCE OF 289.74 FEET; THENCE S28°30'14"E A DISTANCE OF 119.88 FEET; THENCE N88°20'46"E A DISTANCE OF 319.71 FEET; THENCE N69°24'46"E A DISTANCE OF 249.78 FEET; THENCE N65°02'46"E A DISTANCE OF 389.64 FEET; THENCE N57°24'46"E A DISTANCE OF 129.88 FEET; THENCE N39°57'46"E A DISTANCE OF 264.76 FEET; THENCE N69°19'46"E A DISTANCE OF 169.85 FEET; THENCE N58°20'46"E A DISTANCE OF 279.75 FEET; THENCE N50°04'46"E A DISTANCE OF 157.86 FEET; THENCE N42°39'46"E A DISTANCE OF 259.77 FEET; THENCE N48°02'46"E A DISTANCE OF 254.77 FEET; THENCE N58°32'46"E A DISTANCE OF 239.79 FEET; THENCE N76°43'46"E A DISTANCE OF 214.81 FEET; THENCE N64°37'46"E A DISTANCE OF 279.75 FEET; THENCE S73°30'14"E A DISTANCE OF 729.35 FEET; THENCE S64°03'14"E A DISTANCE OF 169.85 FEET; THENCE S79°54'14"E A DISTANCE OF 84.82 FEET; THENCE N69°22'46"E A DISTANCE OF 199.82 FEET; THENCE N51°32'46"E A DISTANCE OF 373.87 FEET; THENCE N48°52'46"E A DISTANCE OF 439.61 FEET; THENCE N37°39'46"E A DISTANCE OF 199.82 FEET; THENCE N09°40'46"E A DISTANCE OF 279.75 FEET; THENCE N18°26'46"E A DISTANCE OF 415.63 FEET; THENCE N31°02'14"W A DISTANCE OF 616.45 FEET; THENCE N35°19'14"W A DISTANCE OF 249.78 FEET; THENCE N10°30'14"W A DISTANCE OF 369.67 FEET; THENCE N12°55'14"W A DISTANCE OF 279.75 FEET; THENCE N48°39'46"E A DISTANCE OF 219.80 FEET; THENCE S57°57'14"E A DISTANCE OF 344.69 FEET; THENCE S82°38'14"E A DISTANCE OF 59.95 FEET; THENCE N78°23'46"E A DISTANCE OF 78.93 FEET; THENCE N29°03'46"E A DISTANCE OF 111.90 FEET; THENCE N23°31'46"E A DISTANCE OF 224.80 FEET; THENCE N17°10'46"E A DISTANCE OF 199.82 FEET;

THENCE LEAVING SAID BOUNDARY OF THE CASEY LANDS AND RUNNING N24°08'29"E A DISTANCE OF 826.33 FEET; THENCE S67°01'57"E A DISTANCE OF 707.17 FEET TO A POINT IN THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 32 IN TOWNSHIP 9 NORTH, RANGE 34 EAST, WILLAMETTE MERIDIAN AFORESAID, WHICH IS ALSO THE EAST LINE OF THE AFOREMENTIONED ECCLES LANDS; THENCE ALONG THE BOUNDARY OF SAID ECCLES LANDS BY THE FOLLOWING COURSES AND DISTANCES:

ALONG SAID EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 32, S01°14'53"E A DISTANCE OF 2478.99 FEET TO THE SOUTHEAST CORNER OF SAID WEST HALF OF THE NORTHWEST QUARTER; THENCE ALONG THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 32, S01°14'49"E A DISTANCE OF 2642.15 FEET TO THE SOUTHEAST CORNER OF SAID WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 32; THENCE ALONG THE SOUTH LINE OF SAID WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 32, S88°50'35"W A DISTANCE OF 1322.75 FEET TO THE POINT OF BEGINNING,

HAVING AN AREA OF 19,622,853.0 SQUARE FEET, 450.48 ACRES, MORE OR LESS.

SITUATED IN THE COUNTY OF WALLA WALLA, STATE OF WASHINGTON.

GAILEY PROPERTY LEGAL DESCRIPTION:

PER TITLE COMMITMENT PREPARED BY TITLE ONE: WALLA WALLA, DATED OCTOBER 20, 2023, FILE NO. 23488613:

BEGINNING AT A POINT IN THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29 IN TOWNSHIP 9 NORTH, RANGE 34 EAST OF THE WILLAMETTE MERIDIAN, SAID POINT BEING 85.3 FEET EAST, MEASURED ALONG THE SAID NORTH LINE FROM THE NORTHWEST CORNER OF THE SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, AND RUN THENCE SOUTH 21°18' EAST, A DISTANCE OF 350.0 FEET; THENCE NORTH 84°40' WEST, 325.0 FEET; THENCE SOUTH 4°12' EAST, 545.0 FEET; THENCE SOUTH 28°07' EAST, 218.0 FEET; THENCE SOUTH 51°40' EAST, 197.0 FEET; THENCE SOUTH 8°02' EAST, 800.00 FEET; THENCE SOUTH 18°08' WEST, 200.00 FEET; THENCE SOUTH 24°29' WEST, 225.0 FEET; THENCE SOUTH 30°01' WEST, 112.0 FEET; THENCE SOUTH 79°21' WEST, 80.0 FEET; THENCE NORTH 81°41' WEST, 60.0 FEET; THENCE NORTH 57°00' WEST, 345.0 FEET; THENCE SOUTH 49°37' WEST, 220.00 FEET; THENCE SOUTH 11°56' EAST, 280.0 FEET; THENCE SOUTH 9°33' EAST, 370.0 FEET; THENCE SOUTH 34°22' EAST, 250.0 FEET; THENCE SOUTH 30°05' EAST, 617.0 FEET; THENCE SOUTH 19°24' WEST, 416.0 FEET; THENCE SOUTH 10°38' WEST, 280.0 FEET; THENCE SOUTH 38°37' WEST, 200.00 FEET; THENCE SOUTH 48°50' WEST, 440.0 FEET; THENCE SOUTH 52°30' WEST, 374.2 FEET; THENCE SOUTH 70°20' WEST, 200.0 FEET; THENCE NORTH 78°57' WEST, 85.0 FEET; THENCE NORTH 63°06' WEST, 170.0 FEET; THENCE NORTH 72°33' WEST, 730.0 FEET; THENCE SOUTH 65°35' WEST, 280.0 FEET; THENCE SOUTH 71°41' WEST, 215.0 FEET; THENCE SOUTH 59°30' WEST, 240.0 FEET; THENCE SOUTH 49°00' WEST, 255.0 FEET; THENCE SOUTH 43°37' WEST 260 FEET; THENCE SOUTH 51°02' WEST, 158.0 FEET; THENCE SOUTH 59°18' WEST, 280.0 FEET; THENCE SOUTH 70°17' WEST, 170.0 FEET; THENCE SOUTH 40°55' WEST, 265.0 FEET; THENCE SOUTH 58°22' WEST, 130.0 FEET; THENCE SOUTH 66°00' WEST, 400.00 FEET; THENCE SOUTH 70°22' WEST, 250.0 FEET; THENCE SOUTH 89°18' WEST, 320.0 FEET; THENCE NORTH 27°33' WEST, 120.0 FEET; THENCE SOUTH 60°15' WEST, 290.0 FEET; THENCE SOUTH 81°11' WEST, 570.0 FEET; THENCE SOUTH 65°42' WEST, 385.0 FEET; THENCE SOUTH 72°33' WEST, 135.0 FEET; THENCE SOUTH 85°39' WEST, 215.0 FEET; THENCE SOUTH 68°43' WEST, 527.0 FEET; THENCE SOUTH 71°12' WEST, 70.0 FEET; THENCE SOUTH 45°47' WEST, 455.0 FEET; THENCE SOUTH 78°09' WEST, 150.2 FEET; THENCE SOUTH 43°02' WEST, 190.0 FEET; THENCE SOUTH 56°52' WEST, 100.0 FEET; THENCE SOUTH 82°05' WEST, 175.3 FEET; THENCE NORTH 13°26' WEST, 463.0 FEET; THENCE NORTH 10°20' WEST, 110.0 FEET; THENCE NORTH 40°40' WEST, 93.0 FEET; THENCE NORTH 20°85' WEST, 165.0 FEET, MORE OR LESS, TO A POINT IN THE NORTH AND SOUTH CENTER LINE OF SECTION 1, TOWNSHIP 8 NORTH RANGE 33 EAST OF WILLAMETTE MERIDIAN, SAID POINT BEING 281.0 FEET SOUTH OF THE NORTH QUARTER CORNER OF THE SAID SECTION 1; THENCE SOUTH ALONG THE SAID CENTERLINE 2432.2 FEET; THENCE NORTH 41°53' EAST, 858.7 FEET; THENCE NORTH 48°43' EAST 514.2 FEET; THENCE NORTH 74°42' EAST, 257.3 FEET; THENCE SOUTH 86°51' EAST, 331.8 FEET; THENCE NORTH 78°12' EAST, 323.5 FEET; THENCE NORTH 74°47' EAST, 798.8 FEET TO A POINT IN THE EAST LINE OF THE AFORESAID SECTION 1, SAID POINT BEING 1409.3 FEET SOUTH MEASURED ALONG SAID EAST LINE FROM THE NORTHEAST CORNER OF THE SAID SECTION 1; THENCE NORTH 76°09' EAST, 249.7 FEET; THENCE SOUTH 85°54' EAST, 299.8 FEET; THENCE NORTH 85°14' EAST, 268.8 FEET; THENCE NORTH 73°33' EAST, 986.2 FEET; THENCE NORTH 52°48' EAST, 1214.5 FEET; THENCE NORTH 58°55' EAST, 290.7 FEET; THENCE NORTH 69°33' EAST, 289.2 FEET; THENCE NORTH 54°06' EAST, 178.4 FEET TO A POINT IN THE NORTH LINE OF SECTION 6 TOWNSHIP 8 NORTH OF RANGE 34 EAST OF THE WILLAMETTE MERIDIAN, SAID POINT BEING 1920.1 FEET WEST; MEASURED ALONG THE SAID NORTH LINE, FROM THE NORTHEAST CORNER OF SAID SECTION 6; THENCE NORTH 56°06' EAST, 314.9 FEET; THENCE SOUTH 81°11' EAST, 349.3 FEET TO A POINT IN THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 9 NORTH, RANGE 34 EAST OF THE WILLAMETTE MERIDIAN, SAID POINT BEING 125.0 FEET NORTH, MEASURED ALONG THE SAID EAST LINE FROM THE SOUTHEAST CORNER OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 31; THENCE SOUTH 125 FEET TO THE SOUTHEAST CORNER OF THE AFORESAID WEST HALF OF THE SOUTHEAST QUARTER; THENCE EAST ALONG THE SOUTH LINE OF THE SAID SECTION 31, AND THE SOUTH LINE OF SECTION 32 OF THE AFORESAID TOWNSHIP AND RANGE, TO THE SOUTHEAST CORNER OF THE WEST HALF OF THE WEST HALF OF THE SAID SECTION 32; THENCE NORTH, ALONG THE EAST LINE OF THE SAID WEST HALF OF THE WEST HALF, AND THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 9 NORTH, RANGE 34 EAST OF THE WILLAMETTE MERIDIAN, TO THE NORTHEAST CORNER OF THE SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE WEST, ALONG THE NORTH LINE OF THE SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION LYING IN THE COUNTY ROAD.

SITUATED IN WALLA WALLA COUNTY, STATE OF WASHINGTON.

GREG E. FLOWERS — STATE OF WASHINGTON — 19019 REGISTERED PROFESSIONAL LAND SURVEYOR

5/1/2024

PBS

PBS Engineering and Environmental Inc.
5 N Colville St, Ste 200
Walla Walla, WA 99362
509.956.3026
pbsusa.com

CLIENT: BLUE MOUNTAIN LAND TRUST		PROJECT NO.: 56201
SURVEYOR: GREG E. FLOWERS		DATE: 02/09/2024
CALC BY: MFW	DRAWN BY: MFW	SCALE: 1" = 2000'
SECTION:	TOWNSHIP: NORTH	RANGE: EAST
CITY: N/A	COUNTY: WALLA WALLA	SHEET 3 OF 3

2024-02264 B: 14 P: 172 SUR
02/29/2024 02:39:16 PM Page 3 of 3 Fees: 433.00
Karen Nelson, Walla Walla County, WA

BPA-2026-01154-F 0084

Exhibit D
Access Easement

To be mutually agreed upon and later attached in an amendment to this Purchase and Sale Agreement

Exhibit E
Water Right Certificate

Certificate of Water Right

THIS IS TO CERTIFY:

That by virtue of a decree of the Superior Court of the State of Washington in and for Walla Walla County, *made and entered on the* 19th *day of* September, 1929, *and recorded in Volume* 18 *of the Superior Court Journal of said County at page* 1, *from which decree no appeal was taken, and which decree determined the rights of all known claimants to the use of the waters of* the Touchet River, *a tributary of* the Walla Walla River

BAKER-BOYER NATIONAL BANK
TRUSTEE for EARLE EDWARDS
Walla Walla, Washington

is entitled to use, subject to provisions set forth in said decree, and the laws of the State of Washington, the waters of said Touchet River

for the purpose of irrigation of 219.0 acres of land.

That the amount of water to which said water right is entitled is limited to the quantity which is reasonably and actually necessary for the purpose aforesaid and shall not exceed 3.369 *second feet from* April 1st *to* Sept. 15th *and* 4.380 *second feet from* Sept. 15th *to* April 1st, *with the following exception:*
After all rights scheduled in the above mentioned decree are filled, the surplus water is allotted in the order of priority in amounts sufficient to increase the rate to the quantity allotted for the period from September 15th to April 1st. The total diversion shall not exceed 6 acre feet per acre for any one year beginning September 15th.

That the date of priority of said water right is not given; *that the decree aforesaid establishes said right in Class* Sixty-four.

That the point of diversion of said water right is as follows:
SE¼ of SE¼, Sec. 29, Twp. 9 N., Rge 34 E. W. M.

and cannot be changed except as provided in Section 39, Chapter 117, Session Laws of 1917.

That said water right was adjudged by said decree to be and is appurtenant to the following described real property situated in Walla Walla *County, Washington, to-wit:*
N½ of NW¼ of Sec. 6, Twp. 8 N., Rge 34 E. W. M. S½ of SW¼ of Sec. 31, Twp. 9 N., Rge 34 E. W. M. SE¼ of Sec. 31, W½ of E½ of Sec. 32, SW¼ of SW¼ of Sec. 29, Twp. 9 N., Rge 34 E. W. M.

345

This instrument is recorded in the office of the Supervisor of Hydraulics, at Olympia, Washington, in Volume 6 *of Water Right Certificates at Page* 345.

WITNESS the seal and signature of the Supervisor of Hydraulics affixed this 9th *day of* December, *19*32.

ENGINEERING DATA

O.K. J.T.R.H.

Supervisor of Hydraulics of the State of Washington.

Certificate of Water Right

Issued to BAKER-BOYER NATIONAL BANK, TRUSTEE FOR EARLE EDWARDS

For the use of the waters of TOUCHET RIVER

County of WALLA WALLA

State of Washington.

EXHIBIT F
Water Survey Form

Water Survey Form

For BPA Funded Water Transactions (work element 5 and 92) and
Selected Water Conservation Actions (work elements 82, 149, 150, 151)

INSTRUCTIONS: The project sponsor and/or BPA project manager shall complete this form for land transaction work elements, including Land Acquisitions (5) and Lease Land (92). This form should be completed during the pre-acquisition phase for a land transaction, and attached to the particular Land Acquisition (5) or Lease Land (92) work element for the property involved.

Project sponsors shall also use the form for the water conservation work elements designed to conserve water, including Install Well (82), Install Pipeline (149), Install Sprinkler (150), or Line Diversion Ditch (151).

BPA Project Manager: Ryan Ruggiero
Project #:
Name of Project Sponsor: Confederated Tribes of the Umatilla Indian Reservation
Name of Property: Tuuši Wána Conservation Easement

1. Are there surface water sources (including springs), indications of water use (e.g., canals, irrigation equipment, irrigated lands), wells, or other groundwater sources on or immediately adjacent to the property boundary?

    a. If not, please add your contact information, and attach this form in Pisces as a "Water Survey" attachment to your contract.

    b. If so, please briefly describe the sources and the uses of water on the property. If water is being used for a beneficial purpose on the property, specifically state if water point of diversion is located within or outside of the property boundaries.

1. The 494-acre Touchet, WA property owned by Susan and John Gailey entails tax lots #340929330004, 340929330005, 340929330007, 340929330008, in Section 36, T. 9N, R. 33E; Sections 29, 31, & 32, T. 9N, R. 34E; Section 1, T. 8N, R. 33E; and Sections 5 & 6, T. 8N, R. 34E, Willamette Meridian. These tax lots include 219 acres of water rights appurtenant under Touchet River Adjudicated Certificate #345. The majority of this property will be encumbered by a 457-acre conservation easement, which will include 208.7 acres of the total 219 acres of Certificate #345. The point of diversion for this certificate is located on the property.

2. Please list any and all water rights associated with the answers to #1b, if any. Provide certificate or permit numbers, purpose of use, volume and instantaneous quantities of low, date range of use, and priority date. Attach web link to information if available. If water rights have been adjudicated, please provide date of adjudication.

The Gailey property includes 219 acres of appurtenant water rights under the following certificate:

Touchet River Adjudicated Certificate #345
(Class 64)

Priority: 1929
Source: Touchet River
Purpose: Irrigation of 219 acres
Quantity (rate): 3.369 cfs (4/1 to 9/15); 4.380 cfs (9/15 to 4/1)
Quantity (volume): 678.9 AF annually consumptive use (799.35 AF diverted quantity)*
Place of use: SE1/4 of SE1/4 of Sec. 29, T 9N, R 34E, Willamette Meridian

*Under Washington State law, total consumptive use depends on the most water intensive crop grown in the last five years, which on this property is alfalfa. Alfalfa requires 2.74 acre-feet of water per acre in the Touchet area. With wheel line, about 75% of the water diverted from the river makes it to the crop, 10% evaporates, and the remaining about 15% runs off or percolates to groundwater or otherwise returns to the water cycle. This means that 3.65 AF per acre must be diverted to grow alfalfa under the landowner's current system. Of this, 75% is consumed by the crop (2.74 AF) and 10% consumed by evaporation (0.36 AF) for a total consumptive use of 3.10 AF per acre. The remaining 0.55 cfs either percolates into the groundwater or re-enter the river as return flow, and therefore is non-consumptive and not available for protection instream. Only the 3.10 AF per acre of consumptive use is available for transfer instream.

3. **For land transactions:** Please confirm the water rights, if any, that will be included in the transaction. If there are water rights appurtenant to the property and the water rights will not be included in the transaction, explain why.

The 457-acre conservation easement being acquired entails 208.7 acres along the Touchet River. This easement will encumber the landowner's rights to develop or cultivate these acres, and this land will be restored to floodplain conditions. This easement will include 208.7 acres of land with water rights. Because the place of use associated with this 208.7 acres will be converted from agricultural land to floodplain, the water associated with these rights will no longer be available for irrigation. This water will be transferred instream permanently via the State of Washington's Trust Water Right Program, and the administrative portion of this process will be accomplished through BPA's Columbia Basin Water Transactions Program (CBWTP).

4. **For water conservation actions:** Please confirm the water rights involved with the water conservation action that will be transferred instream. If it is not intended to include any of the water rights, explain why you would suggest doing this water conservation action for the benefit of fish and wildlife without transferring water instream.

5. Who will be acting as the applicant to complete the state administrative process to transfer water instream as part of this project?

The Confederated Tribes of the Umatilla Indian Reservation will work with Washington Water Trust to accomplish this.

6. Please provide contact information and date below.

Your Name: Anton A. Chiono
Title: Habitat Conservation Project Leader, CTUIR
Address: 46411 Timine Way, Pendleton, OR 97801
Email: antonchiono@ctuir.org
Phone: (541) 429-7268
Fax: (541) 429-7268
Date: March 20, 2024

EXHIBIT G
Riparian Conservation Agreement

RIPARIAN CONSERVATION AGREEMENT
Walla Walla Basin Fish Habitat Project

This Riparian Conservation Agreement ("Agreement") is entered into by and between the Confederated Tribes of the Umatilla Indian Reservation ("CTUIR"), acting through its Department of Natural Resources and Touchet River Ranch LLC ("Owner"), as of the date of the last signature affixed below.

Recitals:

A. CTUIR wishes to maintain stream and riparian habitat improvement projects and conservation practices implemented on the Owner's property in Walla Walla County, Washington. This riparian corridor is part of fish habitat improvement activities performed in the areas designated in Exhibit A (Map of Project Area).

B. The purpose of this Agreement is to promote sound resource management that will achieve benefits for fish and wildlife habitat, water quality and soil and water conservation in the Project Area. Though every attempt will be made to protect existing infrastructure throughout the design and construction, it is not the intent of this Agreement to control natural flood events or to protect manmade structures on the Owner's property.

C. The CTUIR intends to work cooperatively with the Owner and other partners to restore and protect habitat critical to the survival of native fish and wildlife species.

Agreements:

The parties agree as follows:

1. Legal Description. The real property subject to the terms of this Agreement is described as follows:

   The stream corridor, riparian, stream bank, and stream channel bottom within Walla Walla County, the approximately 170 acre portion of Tax Lots 340929330005, 340929330007, 340929330004 and 340929330008 outlined in red in Exhibit A. Parcels are located in Township 8 North, Range 33 East, Section 1, Township 8 North, Range 33 East, Section 6, Township 9 North, Range 34 East, Section 31, Township 9 North, Range 34 East, Section 32 and Township 9 North, Range 34 East, Section 29.

2. Access, Implementation, and Maintenance. Subject to the provisions of this Agreement, the Owner grants permission to CTUIR, its authorized personnel, employees, agents, contractors and consultants, to enter the property detailed in Section 1 above and the Project Area within said property for the sole purpose of implementing, maintaining, and monitoring habitat improvements and fences in accordance with the Scope of Work attached as Exhibit B and incorporated herein by reference. Generally,

CTUIR staff will conduct property visits to inspect the project and at other times as necessary to monitor compliance with terms and conditions of this Agreement. Access will be coordinated regularly with Owner.

a. CTUIR will be responsible for monitoring all fish habitat improvements and conservation practices for the term of this Agreement.

b. Nothing in this Agreement shall operate to vest CTUIR with any right, title or interest to the Project Area or Owner's property by adverse possession or otherwise.

3. Consideration. The Owner agrees to accept, as consideration for CTUIR's implementation and maintenance of habitat improvements and conservation practices, the value of all improvements constructed or planted in the Project Area by CTUIR pursuant to this Agreement in lieu of direct monetary compensation.

4. Standard of Performance. CTUIR agrees to perform monitoring and any essential maintenance of all habitat improvements described in Exhibit B in a professional manner with skill, care and supervision necessary to assure completion of high quality work for the purposes contemplated.

5. Effective and Termination Date. This Agreement shall be effective as of the last signature affixed below and shall terminate on June 30, 2035.

6. Permits and Authorizations.

(a) The CTUIR and its partners shall be solely responsible, without expense to the Owner, for obtaining all necessary governmental permits, authorizations and approvals prior to commencement of any work in the Project Area.

(b) The Owner shall not be named as a permittee or responsible party for any government permit, authorization or approval applicable to the work conducted by the CTUIR in the Project Area.

(c) The CTUIR shall be solely responsible for complying with the terms and conditions of any government permit, authorization or approval applicable to work conducted by the CTUIR in the Project Area.

(d) The Owner shall be liable for any intentional destruction, alteration or damage caused by the Owner, Owner's agents or lessees of habitat improvements, constructed or planted by the CTUIR or its partners in the Project Area.

7. Early Termination of Agreement.

(a) Either the Owner or CTUIR may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach, or in the alternative, provided a plan and schedule for curing the breach acceptable to the non-breaching party within 30 days of the date of the notice of breach, then the party giving the notice may terminate the Agreement by written notice to the other party.

(b) In the event of early termination pursuant to 7(a) above by the CTUIR due to a breach by the Owner, the Owner shall pay to the CTUIR the cost of habitat improvements, including costs for stream channel and floodplain design, construction, materials purchased, structures installed, fencing constructed and plantings made by the CTUIR for habitat improvements, taking into account reasonable depreciation.

(c) In the event of early termination pursuant to 7(a) above by the Owner due to a breach by CTUIR, the Owner may take all necessary and reasonable actions consistent with the purpose of this Agreement to remedy the breach (including restoration of the Project Area if more cost effective than completion of the work) either by itself, by agreement with another contractor or by a combination thereof, and CTUIR shall pay to the Owner the cost incurred by the Owner to remedy the breach.

(d) The remedies provided to the parties in this Agreement are not exclusive. The parties are also entitled to pursue any other equitable and legal remedies that are available.

8. Restrictions of Owner.

(a) The Owner and Owner's agents or lessees are restricted from the following activities ("Restricted Activities") unless prior written consent is obtained from CTUIR. CTUIR will reply to this request within 7 days, or the consent will be implied:

i. No burning, removing or damaging native vegetation in any way, including intentional livestock or domestic animal grazing unless negotiated within a Grazing Management Plan;

ii. Following implementation, no alterations within the stream channel are permitted by the Owner without prior consent and oversight by CTUIR;

iii. No removal or alteration of dead and down trees; except in the case of fallen trees that create a safety hazard;

iv. No construction of buildings, bridges, fences or other structures;

v. No construction of new trails, roads or perennial stream fords;

vi. No placement of fill materials (rock, concrete, soils, etc.);

vii. No draining, altering or otherwise disturbing wetland areas.

(b) In the event the Owner is ordered by a governmental entity authorized to issue such an order to engage in a Restricted Activity on an emergency basis, owner may comply with such order without prior written consent of the CTUIR only if it is impracticable to obtain consent within the time given for compliance with the order. Upon receipt of any such order, Owner shall immediately inform and coordinate with the CTUIR to limit the impact of the ordered action to the conservation goals of this Agreement.

9. Miscellaneous Provisions.

a. This agreement may be amended only by mutual written consent of the CTUIR and the Owner. Any such amendments shall be attached to this agreement as Exhibits.

b. Maintenance of any fence erected by CTUIR will be the responsibility of CTUIR for the duration of this Agreement. Except for damage that is caused by Owner as set forth in subsection 6(d), CTUIR agrees to promptly repair damage to the fence erected in the Project Area.

c. Subject to those restrictions described in paragraph 8, nothing in this Agreement shall prevent or deny the Owner or Owner's lessee's access to the Project Area for any reason or purpose. The Owner specifically reserves the right on behalf of themselves, their agents, employees and guests, to hunt game and fish in the Project Area.

d. The parties agree to cooperate in the planning and facilitation of riparian and upland management and improvement activities in the Project Area. The parties further agree to mutually manage the Project Area to promote riparian vegetation for the benefits of fish and wildlife habitat and soil and water conservation, while accommodating Owners interest in farming and ranching.

e. The CTUIR agrees to coordinate its actions with the Owner and/or his lessees as necessary in performing any work under this Agreement to minimize impacts on farm and ranch activities.

10. Liability and Indemnification. Subject to the extent of liability coverage provided in the insurance policy set forth in Paragraph 12 below, the CTUIR agrees to defend, hold harmless, and indemnify the Owner and Owner's officers, agents, and employees (the "Indemnified Parties") against all losses, liabilities, claims, damages, costs or expenses, including reasonable attorney's fees and expenses (collectively, "Claim") that are brought against the Indemnified Parties arising out of or related to (1) any personal injury, death or property damage caused by any act, omission, error, fault, mistake or negligence of the CTUIR or its employees, agents, or subcontractors related to this agreement, (2) any act or omission by the CTUIR that constitutes a non-trivial (from the perspective of a reasonable person in the position of the Indemnified Parties) breach of this agreement. The CTUIR's obligation under this section shall not extend to any Claim primarily caused by the negligence or intentional misconduct of an Indemnified Party.

11. Liens. CTUIR shall not permit the filing of any lien associated with its activities as described herein against the Owner's property, and if any lien is so filed, CTUIR shall take all necessary steps to promptly remove such lien at no cost or expense to the Owner. This section shall survive termination of this Agreement.

12. Liability Insurance. The CTUIR shall maintain public liability and property damage insurance that protects CTUIR and the Owner and Owner's officers, agents, assignees and employees from any and all claims, demands, actions and suits for damage to property or personal injury, including death, arising from CTUIR's work under this Agreement. The insurance shall be without prejudice to coverage otherwise existing and shall name as an additional insured the Owner. Notwithstanding the naming of additional insured's, the insurance shall protect each insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. The coverage must apply as to claims between insured's on the policy. The insurance shall provide that the insurance shall not terminate or be canceled without 30 days written notice first being given to the Owner. Prior to cancellation or termination of the insurance, CTUIR shall provide a new policy with the same terms. CTUIR agrees to maintain continuous, uninterrupted coverage for the duration of this Agreement. The insurance shall include coverage for any damages or injuries arising out of the use of automobiles or other motor vehicles by CTUIR employees.

13. Compliance with Laws. In performing under this Agreement, CTUIR shall comply with all applicable law, including statutes, ordinances, resolutions, rules, plans, decrees or orders, including applicable environmental and land use laws.

14. Assignment. CTUIR shall not assign this Agreement, in whole or in part, or any right or obligation hereunder, without the prior written approval of the

Owner, which Owner may withhold for any reason. The Owner understands that this Agreement is an encumbrance on the land and shall be binding upon the parties' heirs, assigns or successors in interest.

15. Subcontracting. CTUIR agrees that if subcontractors are employed in the performance of this Agreement, CTUIR shall require the subcontractor to agree, as to the portions subcontracted, to fulfill all obligations of CTUIR as specified in this Agreement. Notwithstanding the employment of subcontractors, CTUIR shall remain obligated for full performance hereunder, and the Owner shall incur no obligation other than their obligations to CTUIR hereunder. CTUIR's subcontractors shall be subject to the applicable requirements and sanctions of Washington State RCW 51.12.025, workers' compensation.

16. Independent Contractor Status.

(a) CTUIR shall perform the work hereunder as an independent contractor.

(b) CTUIR, its subcontractors and their employees, are not employees of the Owner and are not eligible for any benefits through the Owner, including unemployment compensation and retirement benefits.

(c) CTUIR shall have complete control over its personnel and operations and shall be solely and completely responsible for working conditions on the job site, including the safety of all of its personnel and property during performance of this Agreement.

17. Authorized Representatives. Each party to this Agreement hereby appoints a representative who shall be fully authorized to carry out that party's obligations and execute any documents required by this Agreement.

The Owner's authorized representative for this Agreement shall be:

Touchet River Ranch, LLC
John and Susan Gailey
222 Indian Court
Richland, WA 99352
509-539-6426, 509-987-3910

The CTUIR's authorized representatives for this Agreement shall be:

(1) Julie Burke (Administrative Contact) Tel: 541-429-7292
(2) Gerald Middel (Technical Contact) Tel: 541-969-9925

Written inquiries or responses to the CTUIR's authorized representatives shall be mailed to the attention of the above individual(s) at the following address:

Confederated Tribes of the Umatilla Indian Reservation
Department of Natural Resources
Fisheries Program
46411 Timíne Way
Pendleton, OR 97801

Either party may change their authorized representative upon written notice provided to the other party.

18. Notice. Any notice provided for under this Agreement shall be sufficient if in writing and delivered personally to the authorized representative described in Paragraph 17, or deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the authorized representative at the address described in Paragraph 17.

19. Arbitration. Any dispute or claim that arises out of or relates to this Agreement, or for the interpretation or breach thereof, shall be resolved by arbitration or mediation.

20. Attorney Fees. In the event of any suit, action or arbitration proceeding arising at law or in equity out of or in connection with this Agreement, the prevailing party in such suit, action or arbitration and in any appeal there from shall be entitled to recover from the losing party the prevailing party's reasonable attorneys' fees, costs, and expenses determined by the court, or arbitrator before which the proceeding was tried or heard.

21. Severability. If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.

22. Integration. This Agreement contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements. No modification to this Agreement shall be valid unless written and signed by an authorized representative of the Owner and CTUIR. The persons executing this Agreement on behalf of each party hereto warrants that they have full power and authority to do so on behalf of each party.

CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION

By:

(b)(6)

Teara Farrow Ferman, Interim Deputy Executive Director

Date: 01/06/2022

PROPERTY OWNER

By:

(b)(6)

Owner Representatives, John and Susan Gailey

Date: 1-16-22

Attachments: Exhibit A – Maps of Project Area
Exhibit B – Riparian Conservation Agreement Scope of Work

33390050

Exhibit A – Maps of Project Area

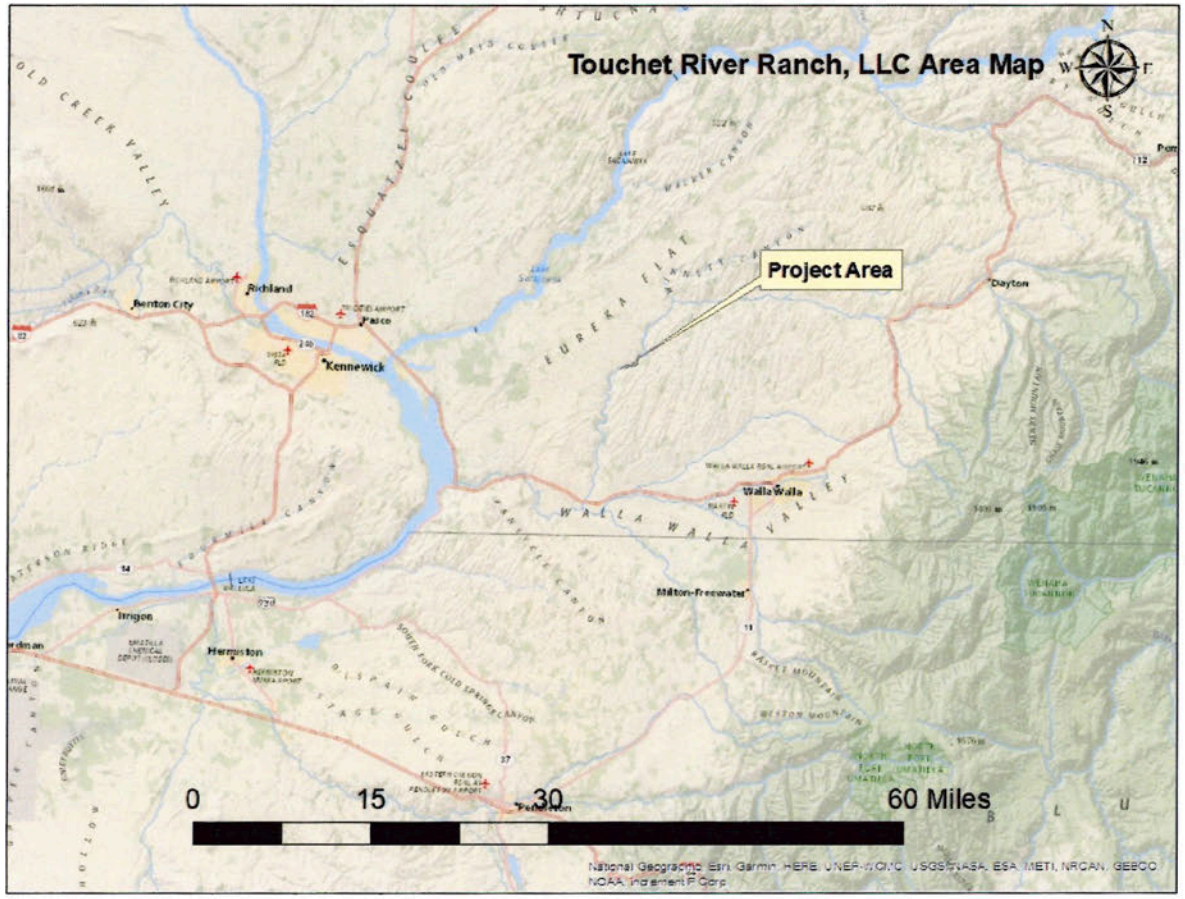


Figure 1. Project Area Map

BPA-2026-01154-F 0102

33390050

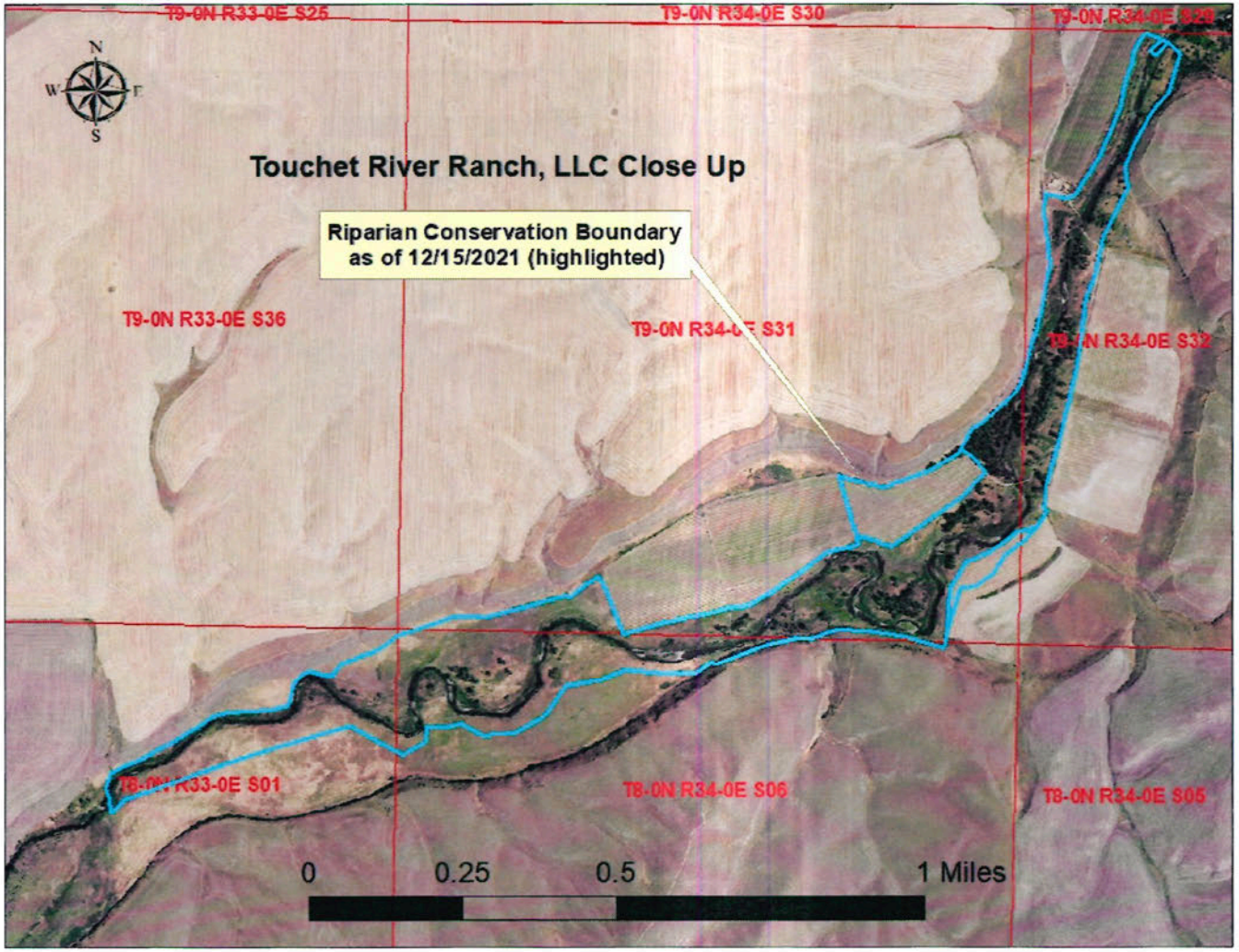


Figure 2. Close up of Riparian Area.

BPA-2026-01154-F 0103

Exhibit B – Riparian Conservation Agreement Scope of Work

Within the agreement boundary, as shown on Exhibit A, the CTUIR agrees to the following:

1. CTUIR and project collaborators shall work cooperatively with the landowner to survey, design, implement, monitor, maintain and showcase a salmonid habitat enhancement project to improve riverine function, and achieve project objectives related to making improvements to the following processes: geomorphology, hydrology, connectivity, aquatic biota, and riparian vegetation on the landowner's property. CTUIR shall be responsible for the following actions depicted within the agreement boundary as illustrated in Exhibit A:

    i. Obtaining all necessary permits;
    ii. Securing all necessary funds and selecting capable subcontractors;
    iii. Coordination between Owners and contractors throughout design processes;
    iv. Surveying physical attributes of the Project Area and fish response;
    v. Supervising construction activities;
    vi. Monitoring progress of restoration actions;
    vii. Maintaining the Project Area to promote accelerated recovery from disturbance and provide optimal aesthetics;
    viii. Promoting achievements of the project;
    ix. Securing access to the property with advanced notice and mutual consent;
    x. Administration of contracts, budgets, and reporting deliverables.

EXHIBIT H
Title Encumbrances

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.

2. Rights or claims of parties in possession not shown by the Public Records.

3. 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, and that is not shown by the Public Records.

4. Easements, or claims of easements, not shown by the Public Records.

5. Any lien, or right to a lien, for services, labor, equipment, or materials heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

6. Taxes or special 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 to such proceedings whether or not shown by the records of such agency, or by the Public Records.

7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims to title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

8. Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.

9. Any service, installation, connection, maintenance, tap, capacity or construction charges for sewer, water, electricity, natural gas or other utilities, or garbage collection and disposal.

10. (a) All right, title or claim of any character by the United States, state, local government or by the public generally in and to any portion of the land lying within the current or former bed, or below the ordinary high water mark, or between the cut banks of a stream navigable in fact or in law. (b) The consequence of any past or future change in the location of the bed.

11. Any Rights, Interest or Easements in favor of the State of Washington, the United States of America or the public which exist or are claimed to exist in and over the waters, bed and banks of the Touchet River.

12. Terms, covenants and conditions contained in an application for Current Use Classification, entered into pursuant to RCW 84.34 (including potential liability for future applicable taxes, special benefit assessments levied by local governments,

penalties and interest upon breach of, or withdrawal from, said classification); Notice of approval being recorded under Recording No. 2006-14866, records of Walla Walla County, Washington. Classification: Farm and Agricultural Land

13. Unrecorded leasehold, if any, and the rights of vendors and holders of security interests in personal property of tenants to remove said personal property at the expiration of the term.

14. Any claim that the Title is subject to a trust or lien created under the Perishable Agricultural Commodities Act (7 U.S.C. §§499a, et seq.) or the Packers and Stockyards Act (7 U.S.C. §§181, et seq.) or under similar federal or state laws.

15. Terms and conditions contained in a/an Deed.
Recorded: February 20, 1882
Recording No.: Book X of Deeds, Page 580, records of Walla Walla County, Washington.

16. Exceptions and Reservations as contained in a/an Deed.
Executed by: Northern Pacific Railroad Company
Recorded: February 5, 1884
Recording No.: Book 32 of Deeds, Page 158, records of Walla Walla County, Washington.

17. Exceptions and Reservations as contained in a/an Deed.
Executed by: State of Washington
Recorded: May 3, 1923
Recording No.: 132714, records of Walla Walla County, Washington.

18. Exceptions and Reservations as contained in a/an Deed.
Executed by: State of Washington
Recorded: June 28, 1927
Recording No.: 166296, records of Walla Walla County, Washington.

19. Terms and conditions contained in a/an Agreement .
Recorded: April 28, 1978
Recording No.: 7803867, records of Walla Walla County, Washington.

20. Terms and conditions contained in a/an Agreement.
Recorded: July 10, 1978
Recording No.: 7806080, records of Walla Walla County, Washington.

21. Removed

22. Removed

23. Terms and conditions contained in a/an Notice of Utility Easement Rights.
Recorded: January 24, 1989
Recording No.: 8900477, records of Walla Walla County, Washington.

24. Terms and conditions contained in a/an Memorandum of Electric Service Agreement with Columbia Rural Electric Association.

Recorded: January 27, 2015
Recording No.: 2015-00652, records of Walla Walla County, Washington.

25. Payment of the real estate excise tax, if required.

26. Last half general taxes for 2024. Said taxes are a lien which are due and payable, but which will not become delinquent until November 1, 2024.

27. Last half general taxes for 2024. Said taxes are a lien which are due and payable, but which will not become delinquent until November 1, 2024.

28. Last half general taxes for 2024. Said taxes are a lien which are due and payable, but which will not become delinquent until November 1, 2024.

29. Last half general taxes for 2024. Said taxes are a lien which are due and payable, but which will not become delinquent until November 1, 2024.

30. All matters, and any rights, easements, interests or claims as disclosed by Survey recorded May 14, 2024 as Recording No. 2024-02564, records of Walla Walla County, Washington.

31. An easement, including the terms and conditions thereof, for the purposes shown below and rights incidental thereto as set forth in Conservation Easement.

32. An easement, including the terms and conditions thereof, for the purposes shown below and rights incidental thereto as set forth in Right of Way Easement.
Recorded: March 26, 1963
Recording No.: 446697, records of Walla Walla County, Washington.

END OF ENCUMBRANCES

Amendment 1
Riparian Conservation Agreement
Touchet River Ranch LLC

The Riparian Conservation Agreement ("Agreement") between the **CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION**; a federally recognized Indian tribe acting through its Department of Natural Resources ("Confederated Tribes" or "CTUIR"), and **Touchet River Ranch LLC** (Owner; collectively, "the Parties") fully executed as of January 16, 2022, is amended as follows:

All conditions of the 2022 Agreement remain the same except as follows:

- **Agreements:**

  The parties agree as follows:

  - **Replace Agreement 1. Legal Description in its entirety with the following:**

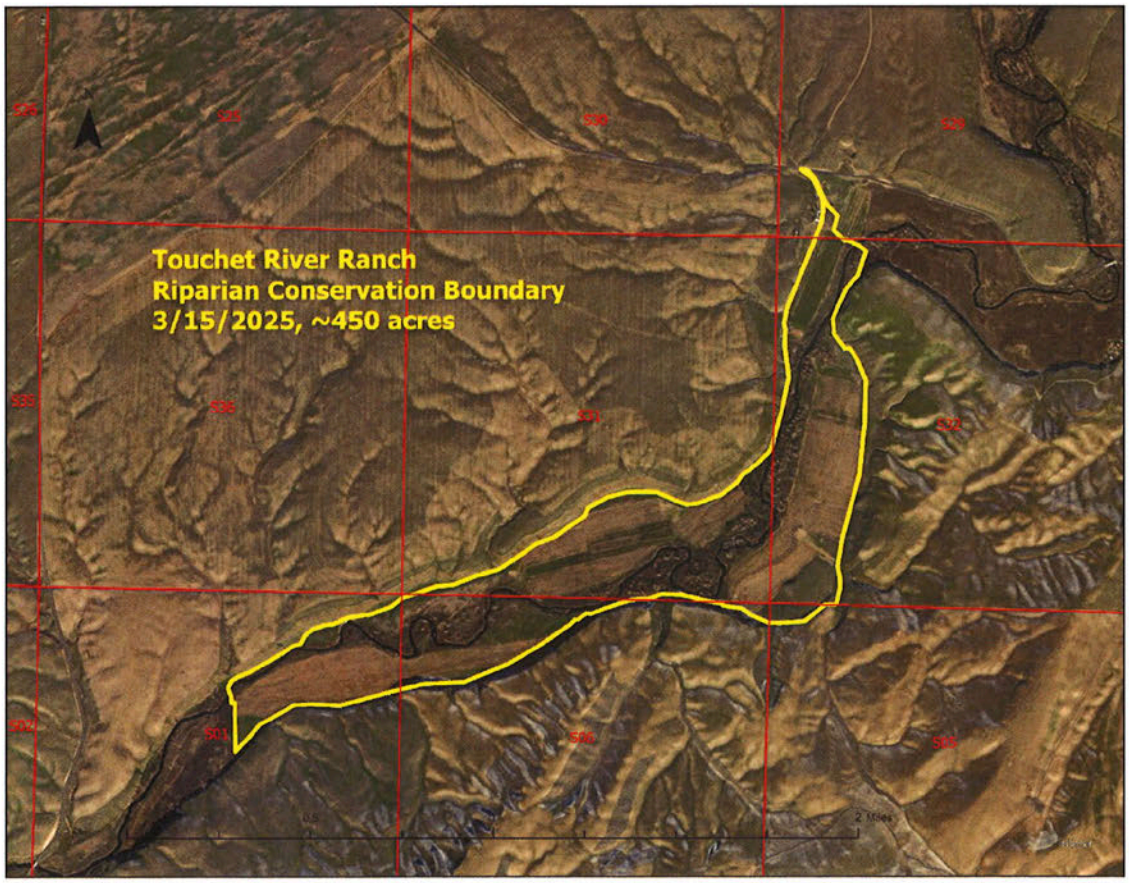
1. Legal Description. The real property subject to the terms of this Agreement is described as follows:

   The stream corridor, riparian, stream bank, and stream channel bottom within Walla Walla County, the approximately 450-acre portion of Tax Lots 340929330005, 340929330007, 340929330004, and 340929330008 outlined in yellow in Exhibit A. Parcels are located in Township 8 North, Range 33 East, Sections 1 and 6, Township 9 North, Range 34 East, Sections 32 and 29.

5. Effective and Termination Date. This Agreement shall be effective as of the last signature affixed below and shall terminate on June 30, 2035 **CHANGES TO** June 30, 2040.

Exhibit A:

Replace Figure 2 with the following:



In all other respects the Agreement, to which this is an Amendment, and attachments thereto, shall remain in full force and effect. This Amendment shall become effective on the date it is fully executed. This Amendment shall be attached to the Agreement as Exhibit C.

IN WITNESS WHEREOF, the Parties have executed this Amendment through their duly appointed authorized officials as of the date written below.

CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION

(b)(6)

for John D. Tovey III, Executive Director — Date: 4/1/25

PROPERTY OWNERS

(b)(6)

John and Susan Gailey, Touchet River Ranch — Date: 3-25-25

(b)(6)

Date: 3/25/25

Statement of Work Report

Data Current as of: 04/22/2025
Report Printed: 04/22/2025

Project Title:	Walla Walla River Basin Fish Habitat Enhancement		
Project #:	1996-046-01		
Contract Title:	1996-046-01 EXP WALLA WALLA BASIN FISH HABITAT ENHANCEMENT		
Contract #:	96661 [ISSUED]		
Province:	Columbia Plateau	**Subbasin:**	Walla Walla
Workorder Task(s):	WO: 00033550 Task: 1		
Perf. Period Budget:	$1,142,797	**Perf. Period:**	4/1/2025 - 3/31/2026
Contract Type:	Coop	**Pricing Type:**	Cost Reimbursement (CNF)
Contractor(s):	Umatilla Confederated Tribes (CTUIR) (Prime - UMATILLA00)		
BPA Internal Ref:	96661		
SOW Validation:	Last validated 03/06/2025 with 1 problems, and 0 reviewable items		

Contract Documents:

Transmittal Memo (02/27/2025)	Transmittal Memo for CR-375608
Property Inventory (02/18/2025)	FY2025 Property Inventory
Budget - Contract (03/12/2025)	FY25 Walla Walla habitat budget

Contract Description:

The CTUIR Walla Walla River Basin Fish Habitat Enhancement Project, initiated in 1996, is an ongoing effort to monitor, protect, enhance, and restore the natural form and function of rivers, floodplains, and native fish habitat. Restoration project location and selection criteria is derived from various managerial guidance documents and based upon identification and addressing factors limiting salmonid production including the Middle Columbia River Steelhead Recovery Plan (NMFS 2009), Bull Trout Recovery Plan (USFWS 2015), Walla Walla Subbasin Plan (NPCC 2004), Umatilla River Vision (Jones et al. 2008), Lower Walla Walla River Geomorphic Assessment and Action Plan (CTUIR 2014), Lower Mill Creek Final Habitat and Passage Assessment and Strategic Action Plan (CTUIR 2017), Upper Touchet River Geomorphic Assessment and Restoration Prioritization (CCCD 2020), and Upper Walla Walla River Assessment and Action Plan (CTUIR 2024). The Project is responsible for improving physical habitat conditions for ESA-Listed salmonid species.

Major tasks to be completed by the project in this funding cycle include:

Not Responsive

3) Túuši Wána Floodplain Restoration Design: Complete restoration designs for floodplain connection and in-stream habitat enhancement for approximately 3 miles of the Touchet River between river miles 14-17.

Not Responsive

Not Responsive

7) Túuši Wána Floodplain Restoration Phase I: Construct floodplain enhancement at the first phase of the Tuusi Wana Floodplain Restoration project, consisting of the upstream-most 0.7 miles of the project area.

8) Enhance riparian vegetative components at restoration project sites: Plant new vegetation and maintain previously planted areas.

Contacts:

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Work Element Budget Summary:

Work Element - Work Element Title	EC Needed*	Estimate	(%)
A : 185. Produce CBFish Status Report - Periodic Status Reports for BPA		$5,000	(0.43%)
B : 119. Manage and Administer Projects - Habitat Project Implementation Management and Contract Administration		$25,000	(2.18%)
C : 165. Produce Environmental Compliance Documentation - Environmental Compliance Clearance for ecological restoration and habitat enhancement projects		$30,000	(2.62%)
D : 114. Identify and Select Projects - Identify and select habitat projects that benefit salmonids		$15,000	(1.31%)
E : 122. Provide Technical Review and Recommendation - Provide technical support on related resource topics		$20,000	(1.75%)
F : 99. Outreach and Education - Public outreach and education		$25,000	(2.18%)
G : 198. Maintain Vegetation - Maintain Vegetation at Past Projects	*	$75,000	(6.56%)
H : 186. Operate and Maintain Habitat/Passage/Structure - Implementation Monitoring and Adaptive Management of Past Project Sites	*	$80,000	(7.00%)
Not Responsive			
K : 175. Produce Design - Tuusi Wana Floodplain Restoration Design	*	$50,000	(4.37%)
Not Responsive			
P : 100. Construction Management - Túuši Wána Floodplain Restoration Phase I Construction Management		$60,000	(5.25%)
Q : 29. Increase Aquatic and/or Floodplain Complexity - Túuši Wána Floodplain Restoration Phase I Large Wood Enhancement	*	$42,797	(3.74%)
R : 181. Create, Restore, and/or Enhance Wetland - Túuši Wána Floodplain Restoration Phase I Floodplain Excavation	*	$60,000	(5.25%)
S : 47. Plant Vegetation - Túuši Wána Floodplain Restoration Phase I Revegetation	*	$150,000	(13.12%)
T : 132. Produce Progress (Annual) Report - Progress Report (2-year): Calendar-year 2025 and 2026 (01/01/2025 - 12/31/2026)		$15,000	(1.31%)
	Total:	$1,142,797	

* Environmental Compliance (EC) needed before work begins.

Statement of Work Report

Work Element Details

A: 185. Produce CBFish Status Report

Title: Periodic Status Reports for BPA

Description: The Contractor shall report on the status of milestones and deliverables in CBFish. Reports shall be completed monthly, quarterly, or as negotiated with the BPA COR. In each report, when the work reaches a terminal status, additional data (actual metrics, updated budgets, final locations, etc.) may be required upon submitting the report to the BPA COR.

Deliverable Specification:

Work Element Budget: $5000 (0.44%)

Milestone Title	Start Date	End Date	Status	Milestone Description
A. Apr-Jun 2025 (4/1/2025 - 6/30/2025)	7/1/2025	7/15/2025	Active	
B. Jul-Sep 2025 (7/1/2025 - 9/30/2025)	10/1/2025	10/15/2025	Active	
C. Oct-Dec 2025 (10/1/2025 - 12/31/2025)	1/1/2026	1/15/2026	Active	
D. Final Jan-Mar 2026 (1/1/2026 - 3/31/2026)	3/17/2026	3/31/2026	Active	

B: 119. Manage and Administer Projects

Title: Habitat Project Implementation Management and Contract Administration

Description: This work element includes the duties associated with watershed-based program management, and the administrative and technical work by the contractor to fulfill BPA's programmatic and contractual requirements. These include: implementation of the current contract SOW, managing the budget, and satisfying BPA contracting requirements, including preparing and submitting invoices and next year's statement of work and budget, maintaining a property inventory (if applicable), confirming accrual estimates, accounting for cost-share, and completing quarterly reports, etc.

It also includes the management, administration, preparation for, and implementation of priority habitat restoration projects in the Walla Walla subbasin: directing the planning and implementation of priority watershed restoration and habitat enhancement projects, and adaptively managing implementation actions. It may include supervising, training staff, and providing professional development; addressing issues presented by various interest groups and county, state, tribal, and federal entities; maintaining licenses/training requirements; responding to information requests and addressing local concerns or unforeseen opportunities and issues as they arise.

The work emphasis expected in this contract period includes the continuation of tasks, initiated in prior years and continued in the current term, primarily associated with the design and a phased approach to implementation of the following project(s): Wallula Floodplain Reconnection design (WE I), Walla Walla River Mile 32.5 Floodplain Reconnection design (WE J), Tuusi Wana Floodplain Reconnection design (WE K), South Touchet River Large Wood Enhancement design (WE L), and Nursery Bridge Fish Passage Phase II design (WE M and N), Upper Mill Creek Assessment (WE O), and Túuši Wána Floodplain Restoration Phase I (WEs P, Q, R, and S). Details of these efforts are described more-fully in individual SOW work elements.

Deliverable Specification: Provide effective implementation and administration: a) evaluate current workload and monitor implementation progress; b) develop work plan consistent with expected budget availability and potential tasks or projects; c) integrate and manage planning, permitting, environmental compliance, and coordinated implementation of contract actions; and (d) develop FY2026 scope of work and budget.

Work Element Budget: $25000 (2.19%)

Milestone Title	Start Date	End Date	Status	Milestone Description
A. Error-check & update actual WE budget spending w/in 4 months (reflect contract close-out value)	4/1/2025	8/31/2025	Active	No later than 4 months after the end of the previous contract, (a) open the prior-year contract SOW at the "WE Budget" tab; and (b) enter "Updated" WE budget amounts to reflect the final contract close-out amount actually spent by the contractor.
B. Begin drafting contract renewal documents and conduct internal review as needed	7/31/2025	10/31/2025	Active	Your statement of work, line-item budget, and (if required) property inventory for your next contract are due to BPA at least 5 months prior to the contract start date (longer if your internal processes require more time to get the contract signed and in place prior to the start date).
C. Submit contract renewal package (SOW, Excel budget, property inventory) to BPA COR	11/1/2025	12/31/2025	Active	Once your statement of work (SOW) in CBFish is complete, and you have attached your line-item budget (LIB) and property inventory (PI) (if required), click the "Submit" button on the SOW tab to notify your COR the package is ready for review.
D. Address comments and revise SOW, LIB, and PI as needed to get BPA manager approval	12/1/2025	1/15/2026	Active	Once your COR and his or her BPA manager have reviewed your contract renewal package and returned any comments to you, you will need to provide responses and changes as needed to achieve approval from the BPA manager, who will then forward the package to the Contracting Officer. This should be concluded at least five months prior to the next contract start date.
E. Return signed contract to BPA's Contracting Officer within 30 days	3/1/2026	3/31/2026	Active	Respond to the CO and COR indicating any problems with the contract within 20 days, or return the signed contract to the BPA Contracting Officer (CO) within 30 days.
F. Submit final invoice for prior contract within 90 days to facilitate contract closeout	4/1/2025	7/31/2025	Active	Within 90 days of the last day of the PRIOR contract, the contractor shall issue a final invoice. In instances where more than 90 days is needed (e.g., because subcontractors have not invoiced), the contractor shall: 1. review records, 2. estimate all outstanding costs, and 3. provide BPA with a single, cumulative estimate of all completed, but uninvoiced work. This amount shall be emailed to FWinvoices@bpa.gov and the COR.
G. Facilitate inputting Cost Share information into CBFish at the Project level	9/30/2025	11/15/2025	Active	Cost share is not required; however, cost share information can be input anytime during the contract (e.g., concurrent with quarterly status reports) but no later than November 15 for each fiscal year. (a) I am the sole contractor under this project. I will enter previous federal FY's Cost Share information on the Project's Cost Share tab by Nov 15. (Milestone starts Sep. 30 and ends Nov. 15)

Milestone Title	Start Date	End Date	Status	Milestone Description
H. Comply with all applicable federal, state, tribal and local safety requirements, including reporting	4/1/2025	3/31/2026	Active	As described in the contract's Terms and Conditions, the contract manager and contractor shall comply with all applicable federal, state, tribal and local safety laws, rules, regulations and requirements.
I. Revise Line Item Budget to incorporate change in indirect rate for the remaining contract period	4/1/2025	1/31/2026	Active	Work with the COR to revise the Line Item Budget and update indirect rate if the rate changes during the contract period. This is required if the new indirect rate is to be applied for the remainder of the contract period.
J. Apply for cost-share funding	4/1/2025	3/31/2026	Active	Apply for cost share funding through the PCSRF, SRFB, OWEB, ODEQ, NOAA, USFWS, and others as they become available. Cost share funding remains an integral part of this project and often allows the project scope to be expanded.
K. Project planning and implementation management; contract administration and budget oversight	4/1/2025	3/31/2026	Active	Strategic watershed area project implementation and administrative duties; includes: purchasing, contract negotiation, budget tracking and reporting, management of work tasks, construction activities and personnel, meeting organization, and project planning and prioritization. Monitor current workload, assess implementation progress, track and summarize accomplishments, account for actual costs of operation, inflation, etc., evaluate enhancement and restoration activities, and consider project adjustments and additional habitat improvement actions. Develop future work plan and budget consistent with expected funding availability, potential habitat projects or enhancement activities, adjustments in ongoing work, and effective implementation capacity.
L. Attend Project Meetings	4/1/2025	3/31/2026	Active	Attend meetings as requested by BPA. This could include meeting with BPA, NPPC, CRITFC, and project contractor meetings. Travel may be required for some meetings.
Deliverable: M. Effective implementation management and timely contract administration		3/31/2026	Active	*See the Deliverable Specification above*

C: 165. Produce Environmental Compliance Documentation

Title: Environmental Compliance Clearance for ecological restoration and habitat enhancement projects

Description: EC compliance (including the HIP risk determination) and cultural resource clearances for the work associated with this contract are ongoing.

(1) Work with the BPA EC lead to ensure that the projects developed through design/planning activities, or initiated in the prior contract term, will meet permitting and environmental compliance requirements. For example, provide needed information and support to ECF for ESA consultations (US Fish & Wildlife Service or NOAA Fisheries) and Cultural Resource reviews and concurrences
(e.g., State [SHPO] & Tribal [THPO]) for construction activities that are planned for implementation in the contract period.

(2) Coordinate with the BPA Environmental Specialist (EC-Lead) to obtain NEPA, ESA, cultural resources, and other environmental compliance clearances required to implement the project designs or plans -- including materials or equipment staging areas and construction access points -- and as design features and implementation logistics and schedules become more firmly documented through final design adjustments, revised engineering details and site planning.

(3) For cultural resource clearance(s), the EC Lead will initiate consultation with the affected tribes and state. To begin the process, CTUIR will provide the BPA EC Lead with a brief project description and maps showing the area of potential effect (APE) of an action, to include the section/township/range for the whole area. Once the APE has been submitted and accepted, the CTUIR lead archaeologist and technical staff (or appointees) may perform the cultural resource survey(s) and provide construction monitoring (if necessary). A survey report will be provided to BPA for submittal to the affected tribes and state for approval.

Deliverable Specification: Complete environmental compliance as required and recommended by applicable local, state, federal, and tribal regulations.

Work Element Budget: $30000 (2.63%)

Planned Metrics:
* Are herbicides used as part of work performed under this contract?: Yes
* Will water craft, heavy equipment, waders, boots, or other equipment be used from outside the local watershed as part of work performed under this contract?: Yes

Milestone Title	Start Date	End Date	Status	Milestone Description
A. Discuss HIP ESA coverage with Bonneville EC lead	4/1/2025	3/31/2026	Active	The EC Lead will determine if work under this work element may be able to have ESA-coverage (NMFS & USFWS) under the current version of the Habitat Improvement Program Biological Opinions (HIP BiOps). Work that qualifies must comply with conservation measures in the HIP Handbook. Medium to high risk projects will require a technical review by the Bonneville Engineering Technical Services. Before conceptual design commences, contact the EC lead for HIP applicability, instructions and information requirements. The HIP activity categories and risk criteria are located in the "Note" section of the work element background page here: https://www.cbfish.org/WorkElement.mvc/Summary/165
B. Use Best Management Practices to stabilize soils and prevent spread of noxious weeds	4/1/2025	3/31/2026	Active	Use applicable BMPs to retain existing vegetation and achieve re-establishment of vegetation in disturbed areas to at least 70% of pre-disturbance levels. For example, see "Shrub-Steppe and Grassland Restoration Manual For the Columbia River Basin" (http://wdfw.wa.gov/publications/01330/wdfw01330.pdf), or "Revegetation for Stream Restoration and Fish Passage Projects" (https://www.wsdot.wa.gov/publications/manuals/fulltext/M25-30/830.pdf) for guidance on re-vegetation in the Columbia River Basin.
C. Provide BPA EC Lead with calendar year 2025 actual herbicide use form.	12/1/2025	1/31/2026	Active	Contractor submits any actual herbicide use on an approved form to the BPA Environmental Compliance Lead. The BPA EC Lead will send the form out in December of each year; it will be due January 31. Use this milestone only when you are using BPA funding to apply herbicides as part of your work. Data is reported to NOAA on a calendar year basis.
D. Determine if contract work could adversely affect Pacific lamprey	4/1/2025	3/31/2026	Active	Contractor will review work proposed under this contract and determine the following: 1) Will field work take place in any area where lamprey may be present? (Any tributary or subbasin where anadromous fish exist is also accessible Pacific lamprey habitat.) 2) Are there any stream disturbing activities or instream activities that could adversely impact Pacific lamprey? Examples of activities posing a threat to lamprey may include (this list is not intended to be all-inclusive): aquatic habitat improvements, fish passage improvements, culvert replacements, water diversions, altered management of water flows, dewatering of any portions of streams, or alteration of irrigation practices. If the answer is yes to BOTH 1 and 2, the contractor must follow guidance from USFWS "Best Management Guidelines for Native Lampreys During In-water Work" at https://www.fws.gov/pacificlamprey/BPALampreyGuidanceDocuments.cfm
E. Report lamprey observation and catch data to USFWS by Feb. 15	1/1/2026	2/15/2026	Active	All contractors doing instream work (e.g., surveys, habitat improvements, electrofishing, screwtraps, etc.) in anadromous fish areas are required to annually report lamprey observations or catch, including zero, by Feb 15 for the previous calendar year's work. A data template is available at: (https://www.cbfish.org/EfwDocument.mvc/DownloadFile/11) As per instructions on the form, email your data to christina_wang@fws.gov at US Fish and Wildlife Service and CC your COR. For identification of lamprey life stages see USFWS "Best Management Guidelines for Native Lampreys During In-water Work" at https://www.fws.gov/pacificlamprey/BPALampreyGuidanceDocuments.cfm
F. Inspect water craft, waders, boots, etc. to be used in or near water for aquatic invasive species	4/1/2025	3/31/2026	Active	Aquatic invasive Species Guidance: Uniform Decontamination Procedures: http://www.aquaticnuisance.org/wordpress/wp-content/uploads/2009/01/Recommended-Protocols-and-Standards-for-Watercraft-Interception-Programs-for-Dreissenid-Mussels-in-the-Western-United-States-September-8.pdf -- Best management guidance for boaters: http://www.westernais.org -- Aquatic Nuisance Species newsletter: http://www.aquaticnuisance.org/newsletters -- State Aquatic Invasive Species Management Plans: Oregon: http://www.aquaticnuisance.org/wordpress/wp-content/uploads/2009/01/Recommended-Protocols-and-Standards-for-Watercraft-Interception-Programs-for-Dreissenid-Mussels-in-the-Western-United-States-September-8.pdf -- Washington: http://www.wdfw.wa.gov/publications/pub.php?id=00105 -- Montana: http://www.anstaskforce.gov/Montana-FINAL_PLAN.pdf -- Idaho: http://www.anstaskforce.gov/stateplans.php

Milestone Title	Start Date	End Date	Status	Milestone Description
G. Inspect and, if necessary, wash vehicles and equipment infested with terrestrial invasive species	4/1/2025	3/31/2026	Active	Prevent spread of invasive species by identifying and removing invasive species from work vehicles and equipment. Consult resources such as the Plants Database (http://plants.usda.gov/index.html) or the NatureServe Explorer (http://www.natureserve.org/explorer/) with assistance identifying invasive plants. Other resources include state natural resource offices (https://www.fws.gov/offices/statelinks.html) or a local U.S. Fish and Wildlife Service Office (https://www.fws.gov/offices/).
H. Participate in ESA Consultation	4/1/2025	3/31/2026	Active	Work may include drafting BA (or other ESA documentation), completing HIP forms, submitting high risk project designs to the EC Lead, providing copies of Section 10, 4(d), or 6 permits, etc., or submitting Hatchery Genetic Management Plan to BPA for review and ESA consultation initiation, and providing input for the ensuing consultation. Once the program has completed Section 7 consultation and has obtained relevant permits or authorizations (Section 10, 4 (d), etc), be familiar with and follow all terms and conditions, including annual reporting, associated with the ESA consultation or permit. Notify BPA immediately of any instances when take has been exceeded or terms and conditions or conservation measures have been violated.
I. Provide information for Section 106 Cultural review	4/1/2025	3/31/2026	Active	Email EC Lead detailed project description, map, and shapefiles so that BPA can initiate Section 106 review.
J. Plan for field inventory	4/1/2025	3/31/2026	Active	Coordinate with EC Lead and BPA archaeologist to determine appropriate approach and methodology for field inventory, if determined necessary by BPA archaeologist.
K. Cultural resource surveys	4/1/2025	3/31/2026	Active	Coordinate with EC Lead to schedule cultural resources surveys if required by BPA archaeologist.
L. Obtain/Renew applicable local, state, federal and tribal environmental permits	4/1/2025	3/31/2026	Active	Work done to obtain permits such as Sec. 401 or 404 (including RGP process), shoreline, NPDES, or any other required federal, state, or local permits. Send copies of final permits to EC Lead as requested.
M. Complete (if needed) documentation of public involvement activities and provide to EC Lead	4/1/2025	3/31/2026	Active	Provide materials and assistance to BPA EC-lead, as requested. Public involvement is any outreach to the public or landowners about specific actions that are proposed. This could be public letters, meetings, newspaper notices, posted notices at local facilities, or information booths at local events. Provide a summary of outreach activities to the EC-Lead for documentation of completion.
N. Work with BPA EC Lead on review of WEs during development of next SOW (FY26)	11/1/2025	12/31/2025	Active	Continue informing BPA of upcoming anticipated projects in order to better prepare for expected environmental compliance requirements in the subsequent contract period. Contact BPA's EC Group (ECF) to determine what will be needed for the next-year contract. Provide requested information to BPA EC-Lead during SOW development and review (before SOW is submitted to COTR).
O. Provide BPA EC Lead with calendar-year (2025) HIP IV Project Notification Form (as needed)	4/1/2025	5/31/2025	Active	Complete and return the project notification form (PNF) to obtain HIP IV Biological Opinion coverage for activities that are planned for the contract period that may otherwise require Endangered Species Act (ESA) consultation, such as: (a) the addition of wood structures to the stream channel, or (b) other construction or pre-construction habitat enhancement actions expected to be implemented in the riparian zone.
P. Work with ECF to initiate and complete NEPA/ESA/other environmental compliance work	4/1/2025	3/31/2026	Active	Confer with the BPA Environmental Compliance Group (ECF) environmental compliance lead (EC lead), and confirm the environmental and cultural resource compliance requirements for planned project work. Verify with the BPA EC lead whether project work requires environmental or cultural resource compliance clearance. Confirm or arrange for compliance activities in support of project/contract actions, and the evaluation of proposed restoration and enhancement activities proposed for the current and future contract period(s), through applicable programmatic agreements and/or the completion of NEPA requirements, cultural, hazardous materials, and ESA species surveys, or other documentation. Work with BPA's EC Lead to make sure all requirements are met; and obtain clearance from the EC Lead that environmental compliance requirements and clearances are complete for contract-period work.

Milestone Title	Start Date	End Date	Status	Milestone Description
Deliverable: Q. Environmental compliance complete		3/31/2026	Active	*See the Deliverable Specification above*

D: 114. Identify and Select Projects

Title: Identify and select habitat projects that benefit salmonids

Description: Identify, prioritize, and select potential project sites through watershed assessment, physical habitat and reach inventories, subbasin review, public outreach, landowner contact, interagency communication, consistency with First Foods Policy and River Vision, and associated partnerships and funding opportunities. This work identifies projects for the current FY and future opportunities. Projects are selected based on overall guidance documents, primarily the ESA recovery plan for summer steelhead (NMFS 2009), bull trout (USFWS 2014), and the Walla Walla Subbasin Plan (NPCC 2004). The CTUIR River Vision (Jones et al. 2008) is the guiding programmatic document to identify projects that restore ecosystem processes.

Reach-based assessments, including the Lower Walla Walla River Geomorphic Assessment and Action Plan (CTUIR 2014), Lower Walla Walla Final Habitat and Passage Assessment and Strategic Action Plan (CTUIR 2017), and Upper Walla Walla River Assessment and Action Plan (CTUIR 2024) also inform prioritization of projects and activities at a finer scale than the basin-wide assessments and can be accessed at the CTUIR. These assessments will assist in identifying factors that limit watershed processes and First Foods species habitats and provide actionable steps to restore processes and support multi-species uplift.

Other planning documents are considered, but generally, the limiting factors analyses and necessary actions merge among these documents (Washington Soil Conservation Commission limiting factors for WW Basin, WW subbasin plan, etc). Other considerations include proximity to spawning/early rearing habitat, limiting factors, priorities of other basin entities, relative impact to overall population connectivity, migration success and demographic, and proximity to other completed projects.

Deliverable Specification: Provide a list of prioritized habitat projects (including acquisitions) you are likely to implement in the next 2-3 years. Priority projects are those evaluated and selected on the basis of criteria derived from a conceptual strategy, restoration framework or implementation work plan. A project list will be included in the biannual report outlining the work anticipated in the next biannual reporting period.

Work Element Budget: $15000 (1.31%)

Primary Focal Species: Chinook (O. tshawytscha) - Mid-Columbia River Spring ESU | Steelhead (O. mykiss) - Middle Columbia River DPS | Trout, Bull (S. confluentus)

Milestone Title	Start Date	End Date	Status	Milestone Description
A. Determine priority areas and actions (projects) based on the most current empirical data	4/1/2025	3/31/2026	Active	Prioritize areas and actions (projects) at the site, reach, or watershed level based on the most current biological and physical data (e.g., habitat and fish data).
B. Review proposed near-term habitat work before drafting a SOW for the subsequent contract (CR)	9/1/2025	10/31/2025	Active	Communicate with the COR and EC-lead; to check in and discuss the near-term list of prioritized projects (next 12-mos). Complete a conference call with BPA's Environmental Compliance (EC) staff about which projects the contractor is likely to design and permit, or implement, in the next contract period. Your communication should include: what Work Elements to use in the SOW with guidance from COR/EC, the applicability of EC review requirements and timelines (especially for activities that include ground-disturbing work) and work plan, before you start editing your subsequent SOW. (milestone end-date is 6-mos before contract end).
C. Discuss prioritized list with COR and EC Lead; plan for subsequent contract work.	10/1/2025	11/30/2025	Active	Coordinate with the BPA COR and EC Lead for large, complex, or multi-year actions before including the project in the SOW, or developing a design. Coordination for these types of projects could include holding coordination meetings; leading site visits; and/or including the COR and EC Lead at annual reviews, solicitation meetings, or other sponsor-lead evaluations. Assure that project design review and approval, and funding commitments, are fully vetted with BPA staff; timely environmental compliance clearance for planned work requires the earliest possible coordination.

Milestone Title	Start Date	End Date	Status	Milestone Description
D. For Habitat Projects: Discuss prioritized list w COR, Habitat Lead, EC Lead;.	10/1/2025	11/30/2025	Active	Coordinate with the BPA COR, Habitat Area Lead (HAL) and EC Lead for large, complex, or multi-year habitat restoration projects before including the project in the SOW, or developing a design. Coordination for these types of projects could include holding coordination meetings; leading site visits; and/or including the COR and EC Lead at annual reviews, solicitation meetings, or other sponsor-lead evaluations. Assure that project design review and approval, and funding commitments, are fully vetted with BPA staff; timely environmental compliance clearance for planned work requires the earliest possible coordination.
E. Collaborate with WWBWC and appropriate resource managers throughout project development	4/1/2025	3/31/2026	Active	Collaborate with WWBWC and appropriate managerial entities responsible for natural resource management and oversight in the basin throughout the project development process for CTUIR proposed projects. Interactive relationships with co-managers will be effective as open dialogue within applicable, specified disciplines will strengthen the overall, holistic product. To be most effective, coordination should be ongoing throughout the contract year to avoid disconnection, while being proactive as opposed to reactive. The CTUIR Walla Walla Basin Habitat Project Leader actively participates in the formulation of the latest WWBWC Action Plan document update, as well as ongoing coordination throughout the year on common interests related to natural resource management.
Deliverable: F. Develop or update (out-year) prioritized Habitat Project list: Upload to CBFish		3/31/2026	Active	*See the Deliverable Specification above*

E: 122. Provide Technical Review and Recommendation

Title: Provide technical support on related resource topics

Description: Work closely with the various stakeholders in the basin that are directly involved with salmon habitat and restoration. Provide technical review of various project designs proposals, project rankings, development and review of basin plans, development of long-term restoration approaches. Stakeholder groups include the Mill Creek Work Group, the Priority Projects Group (CTUIR, Walla Walla County Conservation District, Washington Dept. of Fish and Wildlife, Tri-State Steelheaders, and Blue Mountain Land Trust), BPA, Washington Dept. of Ecology, landowners, and the Walla Walla Basin Watershed Council, etc.

Deliverable Specification: Provide professional and technical review for natural resource management issues internally and with natural resource management partners in the Walla Walla River subbasin.

Work Element Budget: $20000 (1.75%)

Milestone Title	Start Date	End Date	Status	Milestone Description
A. Participate and provide professional input on natural resource management issues	4/1/2025	3/31/2026	Active	Provide technical input on natural resource management issues affecting the Walla Walla Basin. Represent CTUIR interests with the Walla Walla Basin Watershed Council, Tri-State Steelheaders, Priority Projects Group, ODFW, Blue Mountain Land Trust, DOE, landowners etc., and various cooperating entities.
Deliverable: B. Provide technical review		3/31/2026	Active	*See the Deliverable Specification above*

F: 99. Outreach and Education

Title: Public outreach and education

Description: CTUIR will work to educate or communicate project activities with the public and restoration community. This work includes conducting project tours and presentations (field, written, and verbal) and participating in local and regional workshops, symposia, and/or conferences (presenting at trainings, project presentations, etc.), newspaper articles, and public education (local school districts, college programs, public outreach workshops, etc.).

Deliverable Specification: Completed outreach and education to the community including general public, tribal public, college and elementary and secondary classes, and agency partners.

Work Element Budget: $25000 (2.19%)

Planned Metrics:
* # of students reached: 80
* # of general public reached: 100

Locations: 2
Country: US
State: Multiple
County: Umatilla | Walla Walla
Salmonid ESUs Present: Middle Columbia River Steelhead DPS (Accessible)
NPCC Subbasin: Walla Walla
HUC5 Watershed: Multiple
HUC6 Name: Multiple

Milestone Title	Start Date	End Date	Status	Milestone Description
A. Participate in Return to the River Festival	4/1/2025	5/31/2025	Active	Participate and present outreach and educational materials to the public at the CTUIR/WWCC Return to the River Festival.
B. Provide staff to give project tours for local college classes	4/1/2025	3/31/2026	Active	Coordinate with WWCC, Whitman University, and others to provide project tours and education opportunities for multi-disciplinary college students.
C. Opportunistic outreach efforts	4/1/2025	3/31/2026	Active	CTUIR is often asked to provide some kind of support for schools, local events and fairs, other local groups and other agency tours. The agency tours have previously included OWEB, NOAA, CRITFC, BPA, ODFW, ODEQ, WWBWC, SWCD, USDA-FS, etc.
Deliverable: D. Completed outreach and education		3/31/2026	Active	*See the Deliverable Specification above*

G: 198. Maintain Vegetation

Title: Maintain Vegetation at Past Projects

Description: Vegetation maintenance is required at recently planted projects to replace plant mortality or re-seed unestablished areas. Vegetation maintenance activities will occur at the SF Walla Walla River RM 5.0 - 6.0 project site, Walla Walla River Forks project site, North Fork Touchet RM 1.3 - 3.3 project sites, as well as weed control at the Frenchtown site on the mainstem Walla Walla River. Activities will include monitoring site condition and recovery, replanting areas with poor survival, and management of noxious weed species. Weeds will be managed in accordance with the CTUIR Integrated Weed Management Plan.

Deliverable Specification: Complete vegetation maintenance on 500 acres of project sites owned or under agreement with the CTUIR.

Work Element Budget: $75000 (6.56%)

Planned Metrics:
* # of riparian miles treated: 7.05
* # of acres of upland non-wetland habitat treated: 205.20
* # of acres of riparian non-wetland habitat treated: 354.09
* # of years treated: 1
* # of acres maintained: 500.00
* Biological plant removal: No
* Herbicide plant removal: Yes
* Mechanical plant removal: Yes
* Conduct controlled burn: No

Locations: 5

Primary Focal Species: Steelhead (O. mykiss) - Middle Columbia River DPS | Trout, Bull (S. confluentus) | Chinook (O. tshawytscha) - Mid-Columbia River Spring ESU

Country:	US	**NPCC Subbasin:**	Walla Walla
State:	Multiple	**HUC5 Watershed:**	Multiple
County:	Columbia | Umatilla | Walla Walla	**HUC6 Name:**	Multiple

Salmonid ESUs Present: Middle Columbia River Steelhead DPS (Accessible)

Milestone Title	Start Date	End Date	Status	Milestone Description
A. Environmental compliance requirements complete	4/1/2025	3/31/2026	Active	On-the-ground work associated with this work element cannot proceed until this milestone is complete. Milestone is complete when final documentation is received from BPA environmental compliance staff.
B. Implement vegetation maintenance activity	4/1/2025	3/31/2026	Active	Primary focus is at the SF Walla Walla River RM 5.0 - 6.0 project site, Walla Walla River Forks project site, North Fork Touchet River RM 1.3-3.3 project sites, as well as Frenchtown for weed management. Supplemental plantings to account for areas not planted initially or areas that did not respond adequately to initial treatments or that had mortalities due to environmental conditions or plant stock related deficiencies will be supplemented with additional vegetation. Noxious weeds will also be managed in accordance with the CTUIR Integrated Weed Management Plan to allow establishment of competitive native vegetation.

Milestone Title	Start Date	End Date	Status	Milestone Description
C. Apply integrated weed management	4/1/2025	3/31/2026	Active	Control noxious weed species in identified locations with chemical, mechanical, biological, and cultural control methods, as appropriate, according to the CTUIR Integrated Weed Management Plan and the HIP herbicide handbook.
Deliverable: D. Vegetation maintenance complete		3/31/2026	Active	*See the Deliverable Specification above*

H: 186. Operate and Maintain Habitat/Passage/Structure

Title: Implementation Monitoring and Adaptive Management of Past Project Sites

Description: CTUIR staff will conduct qualitative visual monitoring of constructed habitat features on a quarterly basis, or as necessary. Repeatable photo point monitoring sites will also be established at past project sites for long-term monitoring for geomorphic change over time. Photo points will be established and data collected according to a modified USFS protocol (Hall 2002) at the Walla Walla River RM 32.5, Walla Walla River Forks, South Fork Walla Walla River RM 5-6, South Fork Walla Walla River RM 6-7, Tuusi Wana, North Touchet River RM 1.3-2, North Touchet River RM 2-3.3, and North Touchet River RM 3.3-4.3 projects.

Maintenance of habitat features may occur if monitoring reveals that adaptive management is necessary to achieve project habitat objectives in accordance with the approved Monitoring and Adaptive Management Plan(s). Maintenance work would be limited to work associated with assuring previously installed habitat features are fully functioning (such as side channel inlet maintenance). If maintenance is determined to be necessary, the BPA COR and EC lead will be contacted to discuss the maintenance activities and obtain environmental clearances.

Deliverable Specification: Photopoint monitoring of past projects at established photopoints complete. Photopoint monitoring data is stored in the CTUIR Central Data Management System (CDMS) and reported in the biannual report.

Work Element Budget: $80000 (7.00%)

Planned Metrics:
* # of miles of streambank protected by fence maintenance: 0.00
* # of acres protected by fence maintenance: 0.00

Locations: 3

Primary Focal Species: Chinook (O. tshawytscha) - Mid-Columbia River Spring ESU | Steelhead (O. mykiss) - Middle Columbia River DPS | Trout, Bull (S. confluentus)

Country: US
State: Multiple
County: Columbia | Umatilla
Salmonid ESUs Present: Middle Columbia River Steelhead DPS (Accessible)

NPCC Subbasin: Walla Walla
HUC5 Watershed: Multiple
HUC6 Name: Multiple

Milestone Title	Start Date	End Date	Status	Milestone Description
A. Environmental compliance requirements complete	4/1/2025	3/31/2026	Active	On-the-ground work associated with this work element cannot proceed until this milestone is complete. Milestone is complete when final documentation is received from BPA environmental compliance staff.

Milestone Title	Start Date	End Date	Status	Milestone Description
B. Ensure that any O&M follows recommendations to minimize adverse impacts to lamprey	4/1/2025	3/31/2026	Active	Contractors should plan operations and maintenance to minimize negative impacts to lamprey by following guidance from these documents: Best Management Guidelines for Native Lampreys During In-water Work, https://www.fws.gov/pacificlamprey/BPALampreyGuidanceDocuments.cfm Pacific Lamprey Habitat Restoration Guide, https://www.fws.gov/pacificlamprey/BPALampreyGuidanceDocuments.cfm Exploring Techniques to Reduce Lamprey and Salmonid Entrainment into Canals, https://www.fws.gov/pacificlamprey/BPALampreyGuidanceDocuments.cfm Dredging white paper, https://www.fws.gov/pacificlamprey/BPALampreyGuidanceDocuments.cfm Entrainment white paper, https://www.fws.gov/pacificlamprey/BPALampreyGuidanceDocuments.cfm
C. Removal of silt and/or gravel	4/1/2025	9/30/2025	Active	To ensure that fish passage is maintained at the recently completed Walla Walla River Forks project, occasional sediment maintenance may be required while the river adjusts to as-built conditions. Ensure that any removal of substrate or sediment follows guidelines to protect lamprey. Dredging or removal of substrate can remove and kill multiple year classes of lamprey larvae and juveniles. Where lamprey are present, contractors should follow operation and maintenance guidelines from these documents: Best Management Guidelines for Native Lampreys During In-water Work, https://www.fws.gov/pacificlamprey/BPALampreyGuidanceDocuments.cfm Pacific Lamprey Habitat Restoration Guide, https://www.fws.gov/pacificlamprey/BPALampreyGuidanceDocuments.cfm Exploring Techniques to Reduce Lamprey and Salmonid Entrainment into Canals, https://www.fws.gov/pacificlamprey/BPALampreyGuidanceDocuments.cfm Dredging white paper, https://www.fws.gov/pacificlamprey/BPALampreyGuidanceDocuments.cfm Entrainment white paper, https://www.fws.gov/pacificlamprey/BPALampreyGuidanceDocuments.cfm Lamprey presence can be determined from this Data Basin map, https://www.fws.gov/pacificlamprey/BPALampreyGuidanceDocuments.cfm, however this map does not show distribution everywhere due to limited data, so pre-project lamprey surveys should be done (as described in the USFWS lamprey Guidelines document) if the map does not show presence.
D. Inspect and monitor fish passage structures	4/1/2025	3/31/2026	Active	Inspect and monitor fish passage structures (roughened riffles) constructed at the Walla Walla River Forks project site according to the Monitoring and Adaptive Management Plan. Fish passability will be monitored through monitoring of depths, jump heights, and riffle slopes.
E. Visual monitoring of past project sites	4/1/2025	9/30/2025	Active	Conduct qualitative visual and photo point monitoring of past project sites as needed or on a quarterly basis.
Deliverable: F. Photopoint monitoring complete		3/31/2026	Active	*See the Deliverable Specification above*

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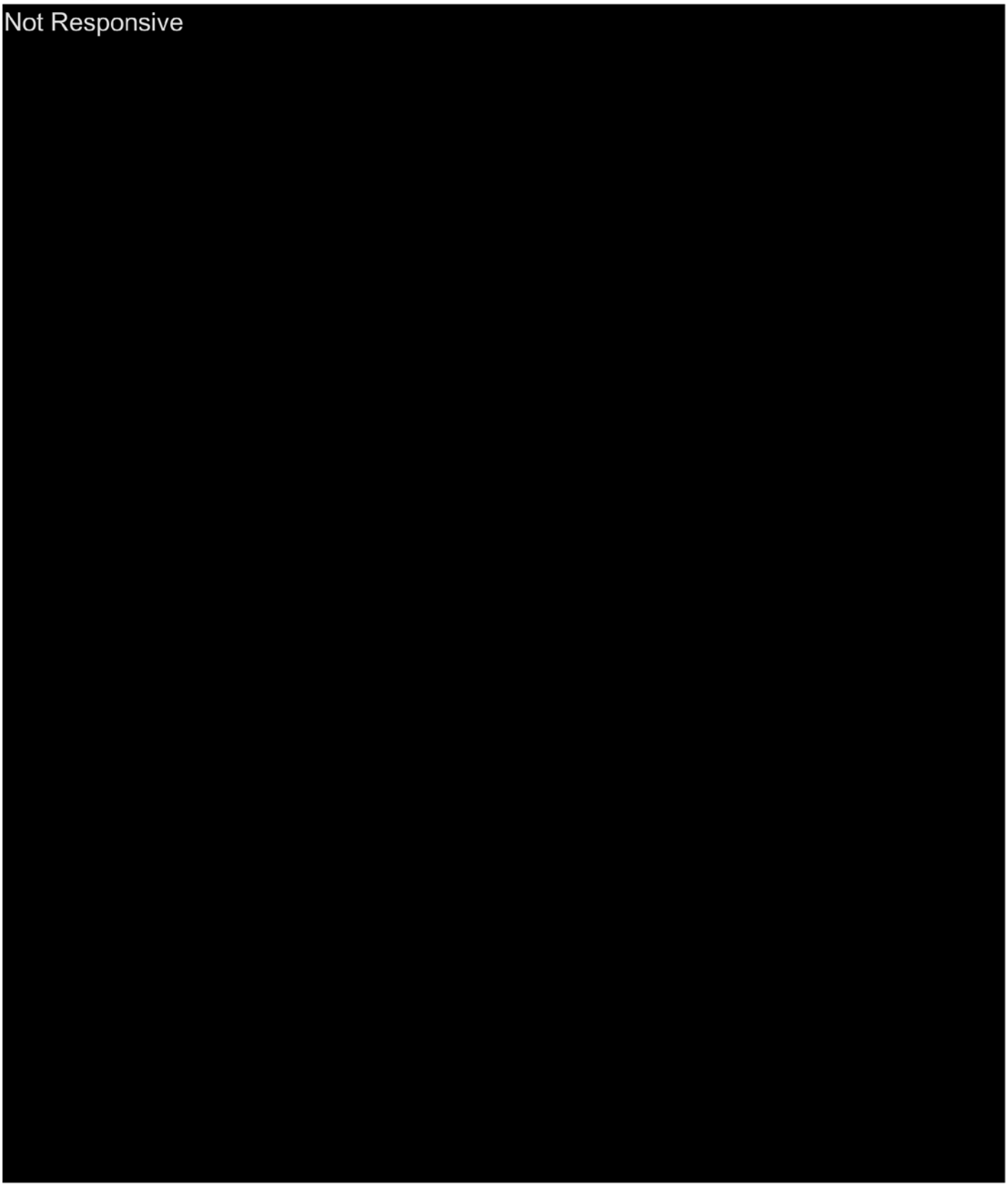

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K: 175. Produce Design

Title: Tuusi Wana Floodplain Restoration Design

Description: CONTINUATION FROM 73982 REL 218 (WE L): Design received funding in 73982 Rel 166 and is currently cost-shared by WA State RCO and Department of Ecology.

Current Status: A 90% design was completed under Rel 218. Designs are anticipated to advance to final under this contract.

This work element includes all work associated with the preparation of engineering or technical drawings, specifications and/or budgets required for the construction of in-stream large wood placement, excavation, and the installation of any additional structures or design features. Development tasks at this stage should include initiating: cultural resource surveys; engineering and design products; geomorphic analysis; and pre-construction activities such as material acquisition and staging; site planning; and construction preparation including the identification and development of access points for materials and equipment. Refinement of the design plan may also require ancillary work such as land surveying, photogrammetric surveys, field surveys, etc. Construction considerations and best management practices are also be included in the Basis of Design Reports (BDR) for each development phase of the project, and in the final design drawings, once they are completed, that support the proposed treatment actions at the Tuusi Wana project reach.

The design emphasis continues to be reconnection of the floodplain throughout the ~ 3-mile project area in the Tuusi Wana reach. The overall project is comprised of high priority restoration actions intended to address the multiple habitat structure, floodplain connection, and stream function deficiencies associated with this reach of the Touchet River. The design focus for the project area is to increase floodplain connectivity and channel complexity, through channel shape modification driven by wood placement. The primary objectives for habitat restoration at Tuusi Wana are to: expand and sustain floodplain connection, increase in-channel shape complexity (LWD), increase perennial channel length through reconnecting historic flow paths and side channels, place LWD for cover or complexity, and reduce channel confinement through the placement of log jams.

Outcomes: These design features are intended to benefit ESA-listed Mid-Columbia Steelhead and reintroduced spring Chinook by providing better refuge and spawning habitat for adults, reducing redd-scour during winter flood events, and increasing rearing habitat and over-wintering growth and survival for juveniles. The project's contribution to the overall watershed-scale goals of the restoration plan for the Touchet will be described in the BDR at each stage of the design for the habitat project at Tuusi Wana.

*Note: project will be covered by HIP

Deliverable Specification: Produce final design and basis of design report and upload to CBFish.

Work Element Budget: $50000 (4.38%)

Locations: 1

Primary Focal Species: Chinook (O. tshawytscha) - Mid-Columbia River Spring ESU | Steelhead (O. mykiss) - Middle Columbia River DPS | Trout, Bull (S. confluentus)

Country: US

State: WA

County: Walla Walla

NPCC Subbasin: Walla Walla

HUC5 Watershed: Lower Touchet River

HUC6 Name: Eureka Flat-Touchet River

Salmonid ESUs Present: Middle Columbia River Steelhead DPS (Accessible)

Milestone Title	Start Date	End Date	Status	Milestone Description
A. Environmental compliance requirements complete	4/1/2025	6/30/2025	Active	On-the-ground work associated with this work element cannot proceed until this milestone is complete. Milestone is complete when final documentation is received from BPA environmental compliance staff.
B. Determine Native Mussel (Genera Anodonta, Margaritifera, and Gonidea) Presence in Project Area	4/1/2025	6/30/2025	Active	[If the project involves in water work, use this milestone.] Follow the "Mussel-Friendly Restoration" guide (https://xerces.org/sites/default/files/publications/19-013.pdf) and "Conserving the Gems of Our Waters" Best Management Practices Manual (https://xerces.org/sites/default/files/2018-05/18-001_01_XercesSoc_Protecting-Native-Western-Freshwater-Mussels-BMPs_web.pdf) to determine the presence and extent of freshwater mussels in the project area.
C. Reduce or Eliminate Impacts to Native Mussels (Genera Anodonta, Margaritifera, and Gonidea)	4/1/2025	6/30/2025	Active	[If the project involves in water work and Native Freshwater Mussels are potentially present in the project area use this milestone.] Incorporate into the plan/design methods and considerations to reduce, minimize or avoid harm to Native Freshwater Mussels. Follow Best Management Practices when developing these plans found in the "Mussel-Friendly Restoration" guide (https://xerces.org/sites/default/files/publications/19-013.pdf) and "Conserving the Gems of Our Waters" Best Management Practices Manual (https://xerces.org/sites/default/files/2018-05/18-001_01_XercesSoc_Protecting-Native-Western-Freshwater-Mussels-BMPs_web.pdf).
D. Provide projected construction start date to BPA COR and EC	4/1/2025	5/31/2025	Active	Provide month and year of projected construction start date to assist in project planning, environmental compliance, planning and design review timelines. Provide during conceptual design stage and no later than 15% design. Include in WE description if possible.
E. Determine cost estimate, permitting, construction, and M&E	4/1/2025	6/30/2025	Active	All designs shall include an engineer's construction estimate (including, but not limited to): volume of materials and cost per volume, hours and rates for each person, equipment hours and rates, delivery costs, travel and per diem costs, and supplies
F. ESA coverage obtained	4/1/2025	6/30/2025	Active	Complete HIP Project Notification Form and document ESA coverage in coordination with EC Lead.
G. NEPA clearance obtained	4/1/2025	6/30/2025	Active	Project shall not proceed without NEPA sign-off from BPA EC Lead.
H. Cultural resource clearance obtained	4/1/2025	6/30/2025	Active	If planning or design work requires ground disturbance including but not limited to geotechnical surveys, ground water monitoring, or well exploration, obtain appropriate cultural resources consultation prior to any ground disturbance. Notify EC Lead well in advance of ground disturbing work. On-the-ground work associated with this work element may not proceed until this milestone is concluded. Milestone is concluded when BPA environmental compliance staff provides final documentation.
I. Subcontractor hired for implementation	4/1/2025	6/30/2025	Active	Sponsors shall follow their own procurement process, so long as there is no conflict of interest. Provide BPA COR the updated subcontract budget.
J. Upload final design set	4/1/2025	6/30/2025	Active	Upload final approved design plan set and basis of design to the contract documents and notify COR and EC lead when complete.

Milestone Title	Start Date	End Date	Status	Milestone Description
Deliverable: K. Produce and upload final design and basis of design report		6/30/2025	Active	*See the Deliverable Specification above*

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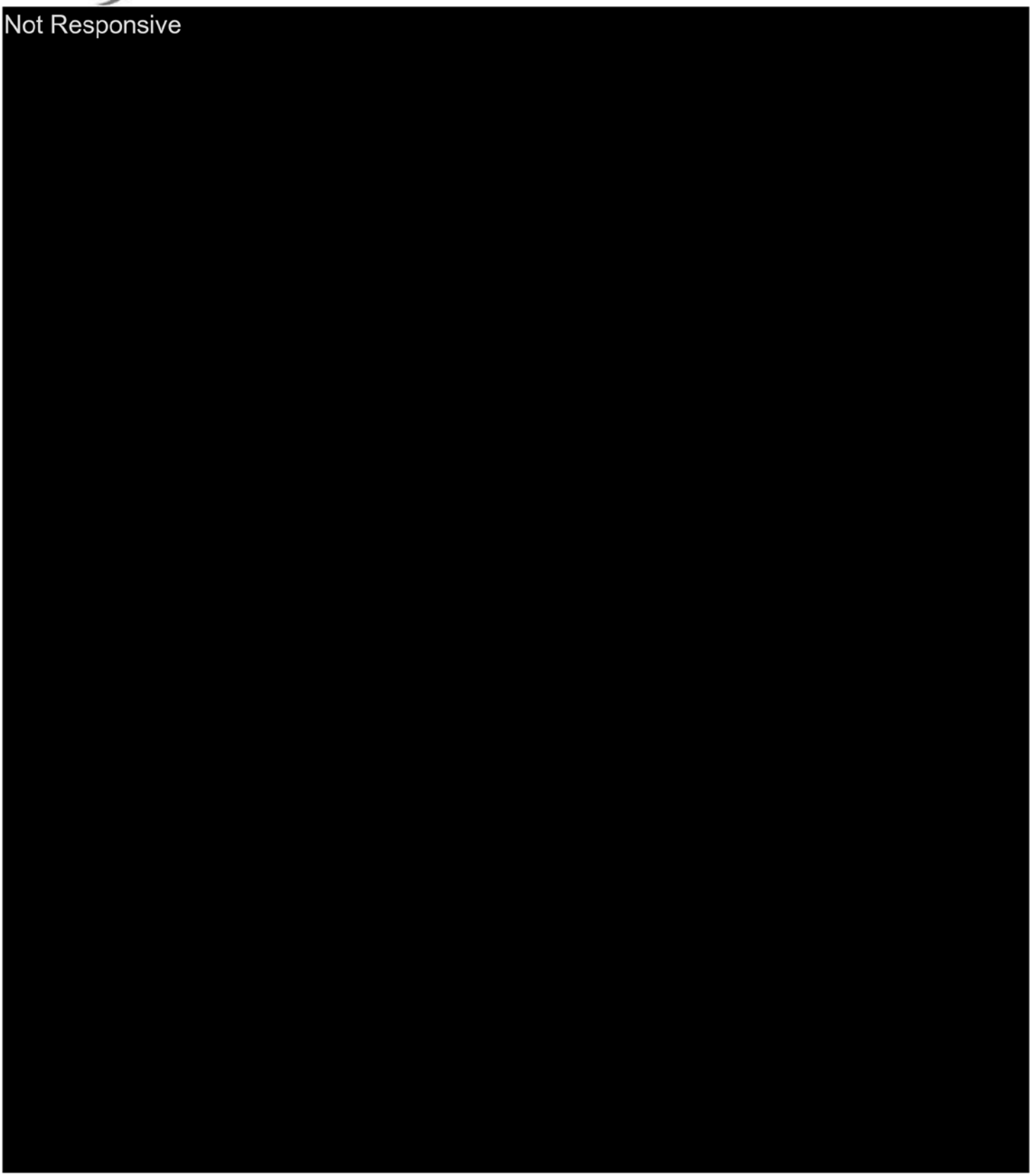

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P: 100. Construction Management

Title: Túuši Wána Floodplain Restoration Phase I Construction Management

Description: Construction management will include technical and contractual oversight for the implementation of Túuši Wána as outlined in the milestones. CTUIR project staff, funded under contract , will provide construction oversight, contract administration, and assure the project is completed in accordance with the BPA approved designs. BPA approved designs shall not be altered without cause and communication. If modifications are required to approved design elements or elements are significantly altered or not implemented due to unanticipated site conditions approval shall be obtained in writing from the BPA COR as soon as possible and prior to contractor demobilization. Documentation of alterations and approvals shall be uploaded to the contract documents.

The design engineers, INTER-FLUVE, INC, will be subcontracted to provide technical oversight during construction in addition to the construction oversight provided by project staff. Engineering oversight will include monitoring the actual construction work and placement of the engineered log jams, evaluating the hydraulic pull test to ensure that piles have been driven to the depth called for in the final designs, and on-sight supervision to justify any field adjustments to final design.

Deliverable Specification: 1) Collect and review daily construction logs; 2) Review/approve change order requests (Contractor shall consult with BPA CO (in consultation with BPA COR) on any desired change orders before directing the construction contractor to make them); 3) Review subcontractor's requests for payments.

Work Element Budget: $60000 (5.25%)

Primary Focal Species: Steelhead (O. mykiss) - Middle Columbia River DPS | Chinook (O. tshawytscha) - Mid-Columbia River Spring ESU | Trout, Bull (S. confluentus)

Milestone Title	Start Date	End Date	Status	Milestone Description
A. Advertise construction contract	4/1/2025	5/1/2025	Active	Solicitation for an RFP for the construction and implementation contract will be advertised in the appropriate trade journals and on the CTUIR website.
B. Project stake-out	6/1/2025	7/15/2025	Active	The project will be staked out just prior to construction. If alterations to the approved project design are required the COR, HAL, and EC will be contacted to discuss the proposed changes.
C. Provide construction inspection	7/1/2025	12/1/2025	Active	While construction is ongoing, CTUIR staff will be on site for real time inspection. Thereby ensuring that all approved implementation strategies are followed.
D. Oversee Mobilization and staging	7/1/2025	9/1/2025	Active	Oversee construction contractor mobilization of equipment and material staging within approved staging areas. Oversight shall include assuring that sourced materials meet specifications.
E. Assure implementation is in accordance with BPA approved designs	7/15/2025	9/30/2025	Active	BPA approved designs shall not be altered without cause and communication. If modifications are required to approved design elements or elements are significantly altered or not implemented due to unanticipated site conditions approval shall be obtained in writing from the BPA COR as soon as possible and prior to contractor demobilization.
F. Complete weekly construction log summaries	7/15/2025	9/30/2025	Active	Staff will track weekly progress and keep daily/weekly project accomplishment summaries as construction progresses. Construction logs shall be provided upon BPA request.
G. Engineering construction oversight	7/15/2025	12/1/2025	Active	The design engineer will be subcontracted to provide technical oversight during construction as outlined in the work element description.
H. Oversee in-water work	7/15/2025	9/30/2025	Active	Assure in-water work is completed during the approved in-water work window (milestone dates are the approved in-water work window). If an in-water work window extension is required upload the extension approval to the contract documents.

Milestone Title	Start Date	End Date	Status	Milestone Description
I. Approve implemented work	4/1/2025	12/1/2025	Active	Ensure all work is completed as designed and adjustments made within the instream work window. The BPA COR and EC Lead shall be notified if there are deviations from the BPA approved design and prior to completion.
J. Oversee demobilization and site cleanup	10/30/2025	12/1/2025	Active	Upon completion of the work and contract manager approval the construction contractor will demobilize equipment, remove temporary access roads and staging areas, clean and stabilize disturbed areas and submit final invoices for approval.
K. As-built survey	7/15/2025	9/30/2025	Active	An as-built survey will be completed upon project completion and approval and uploaded to the contract documents. The COR will be notified upon completion.
Deliverable: L. Construction Management Complete		1/15/2026	Active	*See the Deliverable Specification above*

Q: 29. Increase Aquatic and/or Floodplain Complexity

Title: Túuši Wána Floodplain Restoration Phase I Large Wood Enhancement

Description: As identified in The Walla Walla Subbasin Plan (NPPC, 2004), the Snake River Salmon Recovery Plan for SE Washington (SRSRB, 2011) and the Walla Walla Water 2050 Strategic Plan (WA ECY, 2021) increasing aquatic and floodplain complexity at this location will address the lack of instream structural diversity and limiting habitat factors for mid-Columbia Steelhead life stages including adult holding and juvenile winter rearing.

Aquatic and floodplain complexity will be enhanced through the addition of 1,021 individual pieces of LWD, 20 floodplain structures, 11 apex jams, 6 bank buried structures, resulting in the creation of 16 pools. Complexity will be enhanced along 0.75 miles of main channel, and 21 acres of floodplain is expected to be activated at 750 cfs flow (the median March discharge, representative of a typical high flow event).

Aquatic and floodplain complexity will be completed by the creation of floodplain reveals which will require a sub-contractor to excavate some 280,000 cubic yards of sediment. This will allow for frequent flooding of the newly created floodplain reveals.

The floodplain reveals will target a River Channel Complexity Index to be greater than 12 at 750 cfs, a 20% increase in channel sinuosity, increase the floodplain connected area to as much as 50% of the valley bottom at the 2-year recurrence flow, and increase by 200% the suitable juvenile rearing at 2-year recurrence interval flow.

Deliverable Specification: Install 37 large wood structures in the Túuši Wána Phase I project area for geomorphic and habitat complexity.

Work Element Budget: $42797 (3.74%)

Planned Metrics:
* # of miles of stream with improved complexity: 0.75
* Start latitude of treated stream reach: 46.223611
* End latitude of treated stream reach: 46.212222
* Start longitude of treated stream reach: -118.595278
* End longitude of treated stream reach: -118.595556
* # of miles of stream treated with spawning gravel: 0.00
* # of logjam structures installed for only complexity: 37
* # of pools created for only complexity: 16

Locations: 1

Primary Focal Species: Steelhead (O. mykiss) - Middle Columbia River DPS | Chinook (O. tshawytscha) - Mid-Columbia River Spring ESU | Trout, Bull (S. confluentus)

Country: US
State: WA
County: Walla Walla
Salmonid ESUs Present: Middle Columbia River Steelhead DPS (Accessible)
NPCC Subbasin: Walla Walla
HUC5 Watershed: Lower Touchet River
HUC6 Name: Eureka Flat-Touchet River

Milestone Title	Start Date	End Date	Status	Milestone Description
A. Environmental compliance requirements complete	4/1/2025	7/1/2025	Active	On-the-ground work associated with this work element cannot proceed until this milestone is complete. Milestone is complete when final documentation is received from BPA environmental compliance staff.

Milestone Title	Start Date	End Date	Status	Milestone Description
B. Acquire/harvest materials for engineered logjam structures	5/1/2025	7/1/2025	Active	Large wood material, slash, boulders and other materials meeting the design specification will be acquired and staged onsite in the approved staging areas.
C. Implement approved habitat design	7/15/2025	9/30/2025	Active	Implement habitat actions in accordance with approved plan set. Milestone dates include staging and site cleanup and all in-water work will be conducted during the approved in-water work window or extension. If an extension is granted it shall be uploaded to the contract documents and e-mailed to the COR and EC lead.
D. Seed or stabilize areas disturbed by construction activities	10/1/2025	2/1/2026	Active	Seed or stabilize disturbed areas with native seed mix in accordance with designs and permit requirements.
Deliverable: E. Install large wood structures		3/31/2026	Active	*See the Deliverable Specification above*

R: 181. Create, Restore, and/or Enhance Wetland

Title: Túuši Wána Floodplain Restoration Phase I Floodplain Excavation

Description: As identified in the Walla Walla Subbasin Plan (NPPC, 2004), the Snake River Salmon Recovery Plan for SE Washington (SRSRB, 2011) and the Walla Walla Water 2050 Strategic Plan (WA ECY, 2021) wetland enhancement at this location will address floodplain connectivity, off-channel habitat complexity, and hyporheic connectivity limiting habitat factors, for Mid-Columbia Summer Steelhead and Bull Trout limiting life stages including winter rearing and feeding, migration, and overwintering. This work will enhance floodplain connectivity and create suitable winter and spring rearing habitat in a key section of the middle Touchet River where outmigrating summer steelhead smolt survival is known to be very poor (Hogg, pers. comm. 2024).

Aquatic habitat diversity, water quality, and food resources will be improved through the creation of 21 acres of floodplain wetland by enhancing the hydrologic connectivity with the Touchet River and enhancing wetland vegetation.

The hydrologic process will be enhanced by reducing the elevation difference between the floodplain surface and the channel bed by roughening the Touchet River channel with large wood features, as well as excavating adjacent terraces to create floodplain surface.

Vegetation will be enhanced by planting of site-appropriate native wetland vegetation including grasses, sedges, rushes, and woody trees and shrubs.

Wetland creation, restoration, and enhancement will be completed by the selected subcontractor , primarily by earthmoving and installation of large wood habitat and roughness structures.

Deliverable Specification: Complete floodplain enhancement consistent with the approved designs.

Work Element Budget: $60000 (5.25%)

Planned Metrics: # of acres of riparian habitat created: 21.00

Locations:	1		
Primary Focal Species:	Chinook (O. tshawytscha) - Mid-Columbia River Spring ESU | Steelhead (O. mykiss) - Middle Columbia River DPS | Trout, Bull (S. confluentus)		
Country:	US	**NPCC Subbasin:**	Walla Walla
State:	WA	**HUC5 Watershed:**	Lower Touchet River
County:	Walla Walla	**HUC6 Name:**	Eureka Flat-Touchet River
Salmonid ESUs Present:	Middle Columbia River Steelhead DPS (Accessible)		

Milestone Title	Start Date	End Date	Status	Milestone Description
A. Environmental compliance requirements complete	4/1/2025	7/1/2025	Active	On-the-ground work associated with this work element cannot proceed until this milestone is complete. Milestone is complete when final documentation is received from BPA environmental compliance staff.
B. Supplies/materials/equipment delivered	5/1/2025	7/1/2025	Active	Materials necessary for completion of restoration actions acquired and staged onsite.
C. Implement approved habitat design	7/15/2025	9/30/2025	Active	Implement habitat actions in accordance with approved plan set. Milestone dates include staging and site cleanup and all in-water work will be conducted during the approved in-water work window.
D. Provide final metrics	9/30/2025	3/31/2026	Active	Verify implemented work is consistent with planned metrics and update final metrics in cbfish.
Deliverable: E. Complete floodplain enhancement		3/31/2026	Active	*See the Deliverable Specification above*

S: 47. Plant Vegetation

Title: Túuši Wána Floodplain Restoration Phase I Revegetation

Description: As identified in The Walla Walla Subbasin Plan (NPPC, 2004), the Snake River Salmon Recovery Plan for SE Washington (SRSRB, 2011) and the Walla Walla Water 2050 Strategic Plan (WA ECY, 2021) planting at this site will address the riparian condition and limiting habitat factors for mid-Columbia Steelhead limiting life stages including WINTER REARING.

Approximately 80,000 willow, dogwood, and cottonwood whips will be planted on approximately 21 acres at a density of 32,000 plants/acre to revegetate the newly excavated floodplain reveal area. We intend to increase riparian cover by 75% with this planting scheme.

Whip species include Eastern Washington planting stock: Black Cottonwood (Populus balsamifera ssp. trichocarpa), Coyote Willow (Salix exigua), Drummond Willow (Salix drummondiana), MacKenzie Willow (Salix prolixa), Pacific

Willow (Salix lucida ssp. lasiandra), Peachleaf Willow (Salix amygdaloides), Red Osier Dogwood (Cornus sericea)

The whip planting will occur throughout the fall/winter of 2025 - 2026. We will utilize both sub-contractors and in-house staff to do the planting.

Additionally, we will plant native grasses on nearly 250 acres of currently irrigated cropland once farming terminates in July 2025.

Deliverable Specification: Revegetate 250 acres of upland agriculture conversion habitat, 19.2 acres of riparian habitat, and 1.8 acres of wetland habitat with suitable site-appropriate native vegetation.

Work Element Budget: $150000 (13.13%)

Planned Metrics:
* # of riparian miles treated: 0.70
* # of acres of upland non-wetland habitat treated: 250.00
* # of acres of upland wetland habitat treated: 0.00
* # of acres of riparian non-wetland habitat treated: 19.20
* # of acres of riparian wetland habitat treated: 1.80

Locations: 1

Primary Focal Species: Steelhead (O. mykiss) - Middle Columbia River DPS | Chinook (O. tshawytscha) - Mid-Columbia River Spring ESU | Trout, Bull (S. confluentus)

Country: US
State: WA
County: Walla Walla
NPCC Subbasin: Walla Walla
HUC5 Watershed: Lower Touchet River
HUC6 Name: Eureka Flat-Touchet River

Salmonid ESUs Present: Middle Columbia River Steelhead DPS (Accessible)

Milestone Title	Start Date	End Date	Status	Milestone Description
A. Environmental compliance requirements complete	4/1/2025	9/30/2025	Active	On-the-ground work associated with this work element cannot proceed until this milestone is complete. Milestone is complete when final documentation is received from BPA environmental compliance staff.
B. Conduct site prep	7/1/2025	10/31/2025	Active	Disc and prep seed bed for upland planting
C. Purchase and/or gather plants/seeds	8/1/2025	12/1/2025	Active	Consider vegetation BMPs for pollinators. Consult your EC lead for additional resources and information on providers of locally adapted native plants/seeds.
D. Fall tree and shrub planting	9/30/2025	1/30/2026	Active	Plant trees and shrubs in accordance with approved plan set. Milestone dates should include a planting window appropriate to assure reasonable plant survival.
E. Herbaceous Seeding	9/30/2025	1/1/2026	Active	Seed areas with native seed in accordance with the approved plan set to enhance herbaceous cover of grasses and forbs. Milestone dates should include a planting window appropriate to assure reasonable plant survival.
Deliverable: F. Complete revegetation of disturbed areas and upland agricultural conversion areas		3/31/2026	Active	*See the Deliverable Specification above*

T: 132. Produce Progress (Annual) Report

Title: Progress Report (2-year): Calendar-year 2025 and 2026 (01/01/2025 - 12/31/2026)

Description: The CTUIR Contract Manager and BPA COTR have agreed to continue a two-year reporting period cycle that will begin during the 2025 contract term. A 2-year report that encompasses: (a) the one-year of reporting for this contract (FY25); and (b) the following one-year report period (2026), will be due as a deliverable before the end of the contract period (March 31, 2027).

Contractor is current with reporting requirements (there is no report overdue as a deliverable); this adjustment in reporting periods is more efficient, serves BPA's implementation management purposes by reducing redundancy in reporting, better accommodates accounting for contract actions that occur toward the end of the implementation period, and encourages report preparation during the winter months, outside of the summer-fall work period.

Deliverable Specification: CTUIR staff will compile data and information about activities in the FY25 contract year for inclusion in the calendar year 2025-2026 progress report.

Work Element Budget: $15000 (1.31%)

Planned Metrics:
* Start date of reporting period : 1/1/2025
* End date of reporting period : 12/31/2026

Milestone Title	Start Date	End Date	Status	Milestone Description
A. Non-Technical: Prepare for Non-Technical Progress (Annual) Report. Review guidance and template.	4/1/2025	3/31/2026	Active	Contractors should review Progress (Annual) Report guidance and templates before starting the first draft of their non-technical report. Please follow BPA required format for non-technical reports at: https://www.cbfish.org/Help.mvc/GuidanceDocuments.
Deliverable: B. Compile information for Progress (Annual) Report		3/31/2026	Active	*See the Deliverable Specification above*

Inadvertent Discovery Instructions

BPA is required by section 106 of the National Historic Preservation Act (NHPA) to consider the effects of its undertakings on historic properties (16 USC 470). Prior to approving the expenditure of funds or conducting a federal undertaking, BPA must follow the section 106 process as described at 36 CFR 800. Even though BPA has completed this process by the time an undertaking is implemented, if cultural materials are discovered during the implementation of a project, work within the immediate area must stop and the significance of the materials must be evaluated and adverse effects resolved before the project can continue (36 CFR 800.13(b)(3)). The Inadvertent Discovery of Cultural Resources Procedure form outlines the steps to be taken and notifications to be made. If the undertaking takes place on tribal lands (16 USC 470w), BPA must also "comply with applicable tribal regulations and procedures and obtain the concurrence of the Indian tribe on the proposed action" (36 CFR 800.13(d)).

Inadvertent Discovery of Cultural Resources Procedure form:

https://www.bpa.gov/efw/FishWildlife/InformationforContractors/IFCDocuments/InadvertentDiscoveryProcedure.pdf

Statement of Work Report

Data Current as of: 04/22/2025
Report Printed: 04/22/2025

Project Title:	Umatilla Tribe Ceded Area Stream Corridor Conservation & Protection		
Project #:	2008-207-00		
Contract Title:	2008-207-00 EXP UMATILLA TRIBE ACQUISITION & PROTECTION		
Contract #:	96443 [ISSUED]		
Province:	Blue Mountain	**Subbasin:**	Grande Ronde
Workorder Task(s):	WO: 00218912 Task: 1		
Perf. Period Budget:	$1,280,085	**Perf. Period:**	2/1/2025 - 1/31/2026
Contract Type:	Coop	**Pricing Type:**	Cost Reimbursement (CNF)
Contractor(s):	Umatilla Confederated Tribes (CTUIR) (Prime - UMATILLA00)		
BPA Internal Ref:	96443		
SOW Validation:	Last validated 01/29/2025 with 0 problems, and 1 reviewable items		
Contract Documents:	Transmittal Memo (01/21/2025)	Transmittal Memo for CR-374350	
	Budget - Contract (01/21/2025)	CR-374350 LIB V2	

Contract Description:

The CTUIR Priority Stream Corridor Conservation and Protection Project is an effort led by the CTUIR in partnership with other conservation partners to secure permanent protection for core anadromous fish habitat areas in the ceded territory of the CTUIR. This includes the river corridors and watersheds of the Grande Ronde, Umatilla, Walla Walla and John Day Rivers. Protection and long-term conservation of core fish and wildlife habitats is crucial piece of a comprehensive strategy to maintain productive naturally producing native fish and wildlife populations. The project focuses on prioritizing lands for fee title acquisition or purchase of permanent conservation easements that would assure future development and management would maintain or enhance fish and wildlife habitat capability. Conservation lands would establish opportunities for habitat restoration efforts with persistent benefits.

The project relies heavily on individual subbasin plan's Ecosystem Diagnosis and Treatment (EDT) modeling to direct specific conservation actions to optimize benefits to anadromous fish. Conservation opportunities are evaluated and prioritized using criteria including:

1. Direct benefits to ESA listed species.
2. Multiple species and life stage benefits.
3. Opportunities to extend the downstream limit of anadromous fish production within the watershed due to cumulative upstream benefits.
4. High degree of defensibility relative to size and configuration of acquisition tract and adjacent threats
5. Adjacency to existing protected areas and/or direct enhancement of connectivity between conservation areas
6. Enhancement of administrative or logistics associated with management of existing adjacent conservation areas.
7. Does the project protect high value or establish good restoration

The CTUIR will work with BPA staff to identify and prioritize properties by providing data and applicable background information.

This contract provides for pre-acquisition efforts, including obtaining appraisal, property surveys, due diligence activities for acquiring lands.

Contacts:

Name	Role	Organization	Phone/Fax	Email	Address
Allen Childs	Technical Contact	Umatilla Confederated Tribes (CTUIR)	(541) 429-7940 / NA	allenchilds@ctuir.org	46411 Timine Way Pendleton OR 97801
Julie Burke	Administrative Contact	Umatilla Confederated Tribes (CTUIR)	(541) 429-7292 / (429) 429-7292	julieburke@ctuir.org	CTUIR DNR Fisheries Program 46411 Timine Way Pendleton OR 97801
David Kaplowe	F&W Approver	Bonneville Power Administration	(503) 230-5365 / (503) 230-4564	djkaplowe@bpa.gov	P.O. Box 3621 EWM-4 Portland OR 97208-3621
Israel Duran	Env. Compliance Lead	Bonneville Power Administration	(503) 230-3967 / NA	induran@bpa.gov	P.O. Box 3621 Mailstop -EC-4 Portland OR 97208-3967
Gerald Middel	Technical Contact	Umatilla Confederated Tribes (CTUIR)	(541) 969-9925 / NA	geraldmiddel@ctuir.org	813 South Touchet Rd Dayton WA 99328
Anton Chiono	Contract Manager	Umatilla Confederated Tribes (CTUIR)	(541) 429-7268 / NA	antonchiono@ctuir.org	
Jerimiah Bonifer	Technical Contact	Umatilla Confederated Tribes (CTUIR)	(541) 429-7552 / (541) 429-7552	jerimiahbonifer@ctuir.org	46411 Timine Way Pendleton OR 97801
Jessica Power	CO Assistant	Bonneville Power Administration	(503) 230-4023 / NA	jdpower@bpa.gov	P.O. Box 3621 NSSP-4 Portland OR 97208-3621
Matthew Schwartz	COR	Bonneville Power Administration	(503) 230-4225 / NA	mdschwartz@bpa.gov	P.O. Box 3621 EWM-4 Portland OR 97208-3621
William Kozsey Jr	Contracting Officer	Bonneville Power Administration	(503) 230-3280 / NA	WPKozsey@bpa.gov	
Supervisor Chiono	Supervisor	Umatilla Confederated Tribes (CTUIR)	(541) 429-7268 / NA	antonchiono@ctuir.org	

Work Element Budget Summary:

Work Element - Work Element Title	EC Needed*	Estimate	(%)
A : 119. Manage and Administer Projects - Manage and Administer Project		$89,361	(16.77%)
B : 114. Identify and Select Projects - Identify, prioritization, select, and develop projects		$89,361	(16.77%)

Not Responsive

Not Responsive

H : 172. Conduct Pre-Acquisition Activities - Conduct Pre-Acquisition Activities: Tuusi Wana Easement $43,973 (8.25%)

Not Responsive

L : 185. Produce CBFish Status Report - Periodic Status Reports for BPA $1,000 (0.18%)

Total: $532,653

* Environmental Compliance (EC) needed before work begins.

Statement of Work Report

Work Element Details

A: 119. Manage and Administer Projects

Title: Manage and Administer Project

Description: This contract will fund the pre-acquisition activities associated with acquiring lands in fee title, or conservation easements in high priority areas for the benefit of listed fish species.

Per ISRP, upload Acquisition Prioritization framework and restoration action prioritization process under the project level in Pisces.

Deliverable Specification: Provide effective implementation and administration: a) evaluate current workload and monitor implementation progress; b) develop work plan consistent with expected budget availability and potential tasks or projects; c) integrate and manage planning, permitting, environmental compliance, and coordinated implementation of contract actions; and (d) provide contract's financial status report at least once a year attached in contract Documents.

Work Element Budget: $89361 (16.78%)

Milestone Title	Start Date	End Date	Status	Milestone Description
A. Error-check & update actual WE budget spending w/in 4 months (reflect contract close-out value)	2/1/2025	1/31/2026	Active	No later than 4 months after the end of the previous contract, (a) open the prior-year contract SOW at the "WE Budget" tab; and (b) enter "Updated" WE budget amounts to reflect the final contract close-out amount actually spent by the contractor.
B. Begin drafting contract renewal documents and conduct internal review as needed	2/1/2025	1/31/2026	Active	Your statement of work, line-item budget, and (if required) property inventory for your next contract are due to BPA at least 5 months prior to the contract start date (longer if your internal processes require more time to get the contract signed and in place prior to the start date).
C. Submit contract renewal package (SOW, Excel budget, property inventory) to BPA COR	2/1/2025	1/31/2026	Active	Once your statement of work (SOW) in CBFish is complete, and you have attached your line-item budget (LIB) and property inventory (PI) (if required), click the "Submit" button on the SOW tab to notify your COR the package is ready for review.

Milestone Title	Start Date	End Date	Status	Milestone Description
D. Address comments and revise SOW, LIB, and PI as needed to get BPA manager approval	2/1/2025	1/31/2026	Active	Once your COR and his or her BPA manager have reviewed your contract renewal package and returned any comments to you, you will need to provide responses and changes as needed to achieve approval from the BPA manager, who will then forward the package to the Contracting Officer. This should be concluded at least five months prior to the next contract start date.
E. Return signed contract to BPA's Contracting Officer within 30 days	2/1/2025	1/31/2026	Active	Respond to the CO and COR indicating any problems with the contract within 20 days, or return the signed contract to the BPA Contracting Officer (CO) within 30 days.
F. Submit final invoice for prior contract within 90 days to facilitate contract closeout	2/1/2025	5/1/2025	Active	Within 90 days of the last day of the PRIOR contract, the contractor shall issue a final invoice. In instances where more than 90 days is needed (e.g., because subcontractors have not invoiced), the contractor shall: 1. review records, 2. estimate all outstanding costs, and 3. provide BPA with a single, cumulative estimate of all completed, but uninvoiced work. This amount shall be emailed to FWinvoices@bpa.gov and the COR.
G. Submit Financial Status Report	2/1/2025	1/31/2026	Active	Submit a financial status report to the COR via email a minimum of once per contract period. COR will upload to cbfish following review and approval.
H. Facilitate inputting Cost Share information into CBFish at the Project level	2/1/2025	1/31/2026	Active	Cost share is not required; however, cost share information can be input anytime during the contract (e.g., concurrent with quarterly status reports) but no later than November 15 for each fiscal year. (a) I am the sole contractor under this project. I will enter previous federal FY's Cost Share information on the Project's Cost Share tab by Nov 15. (Milestone starts Sep. 30 and ends Nov. 15)
I. Comply with all applicable federal, state, tribal and local safety requirements, including reporting	2/1/2025	1/31/2026	Active	As described in the contract's Terms and Conditions, the contract manager and contractor shall comply with all applicable federal, state, tribal and local safety laws, rules, regulations and requirements.
J. Revise Line Item Budget to incorporate change in indirect rate for the remaining contract period	2/1/2025	1/31/2026	Active	Work with the COR to revise the Line Item Budget and update indirect rate if the rate changes during the contract period. This is required if the new indirect rate is to be applied for the remainder of the contract period.
K. Review Approved BPA Vehicle Use Policy	2/1/2025	1/31/2026	Active	On at least a yearly basis, Contract Manager shall review with all staff funded under this award, the appropriate use of all vehicles, rented, leased, purchased or authorized to be used to complete the work. This review shall include, but not limited to: the definition of "Official Use Only", the safe operational procedures, limitations on use required under any temporary use agreement (e.g., government leases, awardee fleet or airport rental from a private rental company) as well as all additional awardee policies, procedures and guidance as to vehicle use, regardless of source of the vehicle, to comply with the Terms and Conditions for this award. Use of the term vehicle shall include all mechanized modes of transport including, but not limited to: commercial vehicles, busses, sedans, trucks, SUVs, vans, boats, tractors, ATVs, snowmobiles, carts, scooters, motorcycles, motorized and non-motorized bicycles, and UAVs (Unmanned Aerial Vehicles).
L. Attach Project Acquisition & Prioritization Framework in Pisces	2/1/2025	1/31/2026	Active	Per ISRP upload Acquisition Prioritization framework and restoration action prioritization process under the project level in Pisces--communicate with your COR in this list.
Deliverable: M. Effective implementation management and timely contract administration		1/31/2026	Active	*See the Deliverable Specification above*

B: 114. Identify and Select Projects

Title: Identify, prioritization, select, and develop projects

Description: Prioritize potential land acquisitions and conservation easements based on the most current fish, wildlife, and physical habitat data.

Coordinate with prospective, willing sellers, to develop land and easement acquisition opportunities. Continue

detailed planning for selected high priority projects to prepare for initiating real estate due diligence (appraisals, environment surveys, archaeological review, BPA real estate documentation, etc).

Deliverable Specification: The most biologically beneficial land acquisitions and conservation easements will be prioritized based on the most current fish, wildlife, and physical habitat data.

Work Element Budget: $89361 (16.78%)

Primary Focal Species: Chinook (O. tshawytscha) - Snake River Spring/Summer ESU | Steelhead (O. mykiss) - Snake River DPS

Milestone Title	Start Date	End Date	Status	Milestone Description
A. Determine priority areas and actions (projects) based on the most current empirical data	2/1/2025	1/1/2026	Active	Prioritize areas and actions (projects) at the site, reach, or watershed level based on the most current biological and physical data (e.g., habitat and fish data).
B. Review proposed near-term habitat work before drafting a SOW for the subsequent contract (CR)	2/1/2025	1/1/2026	Active	Communicate with the COR and EC-lead; to check in and discuss the near-term list of prioritized projects (next 12-mos). Complete a conference call with BPA's Environmental Compliance (EC) staff about which projects the contractor is likely to design and permit, or implement, in the next contract period. Your communication should include: what Work Elements to use in the SOW with guidance from COR/EC, the applicability of EC review requirements and timelines (especially for activities that include ground-disturbing work) and work plan, before you start editing your subsequent SOW. (milestone end-date is 6-mos before contract end).
C. Discuss prioritized list with COR and EC Lead; plan for subsequent contract work.	2/1/2025	1/1/2026	Active	Coordinate with the BPA COR and EC Lead for large, complex, or multi-year actions before including the project in the SOW, or developing a design. Coordination for these types of projects could include holding coordination meetings; leading site visits; and/or including the COR and EC Lead at annual reviews, solicitation meetings, or other sponsor-lead evaluations. Assure that project design review and approval, and funding commitments, are fully vetted with BPA staff; timely environmental compliance clearance for planned work requires the earliest possible coordination.
D. For Habitat Projects: Discuss prioritized list w COR, Habitat Lead, EC Lead;.	2/1/2025	1/1/2026	Active	Coordinate with the BPA COR, Habitat Area Lead (HAL) and EC Lead for large, complex, or multi-year habitat restoration projects before including the project in the SOW, or developing a design. Coordination for these types of projects could include holding coordination meetings; leading site visits; and/or including the COR and EC Lead at annual reviews, solicitation meetings, or other sponsor-lead evaluations. Assure that project design review and approval, and funding commitments, are fully vetted with BPA staff; timely environmental compliance clearance for planned work requires the earliest possible coordination.
E. Conduct ongoing land and easement acquisition planning and project development	2/1/2025	1/1/2026	Active	Conduct project planning and development activities. Work includes monitoring real estate, communicating with real estate agents for listings and private sellers, identifying suitable projects, collecting information on properties to populate ranking and prioritization checklist, preparing maps, developing draft conservation easements, and reviewing opportunities and project information internally and with CTUIR leadership and BPA.
F. Prepare Ranking & Prioritization forms	2/1/2025	1/1/2026	Active	Email COR and HAl and attach Ranking and Prioritization forms in Pisces. Forms to include: BPA's Acquisition Proposal Form, CTUIR's Acquisition Project Area Prioritization Worksheet, and a map with species, limiting factors and acreage identified, and a project overview narrative. Preferably, prioritization will be based on fish and habitat data displayed in spatial format. This is essential for the Grande Ronde basin (Atlas) and others, as available, including the Walla Walla.
Deliverable: G. Develop or update (out-year) prioritized Habitat Project list: Upload to CBFish		1/1/2026	Active	*See the Deliverable Specification above*

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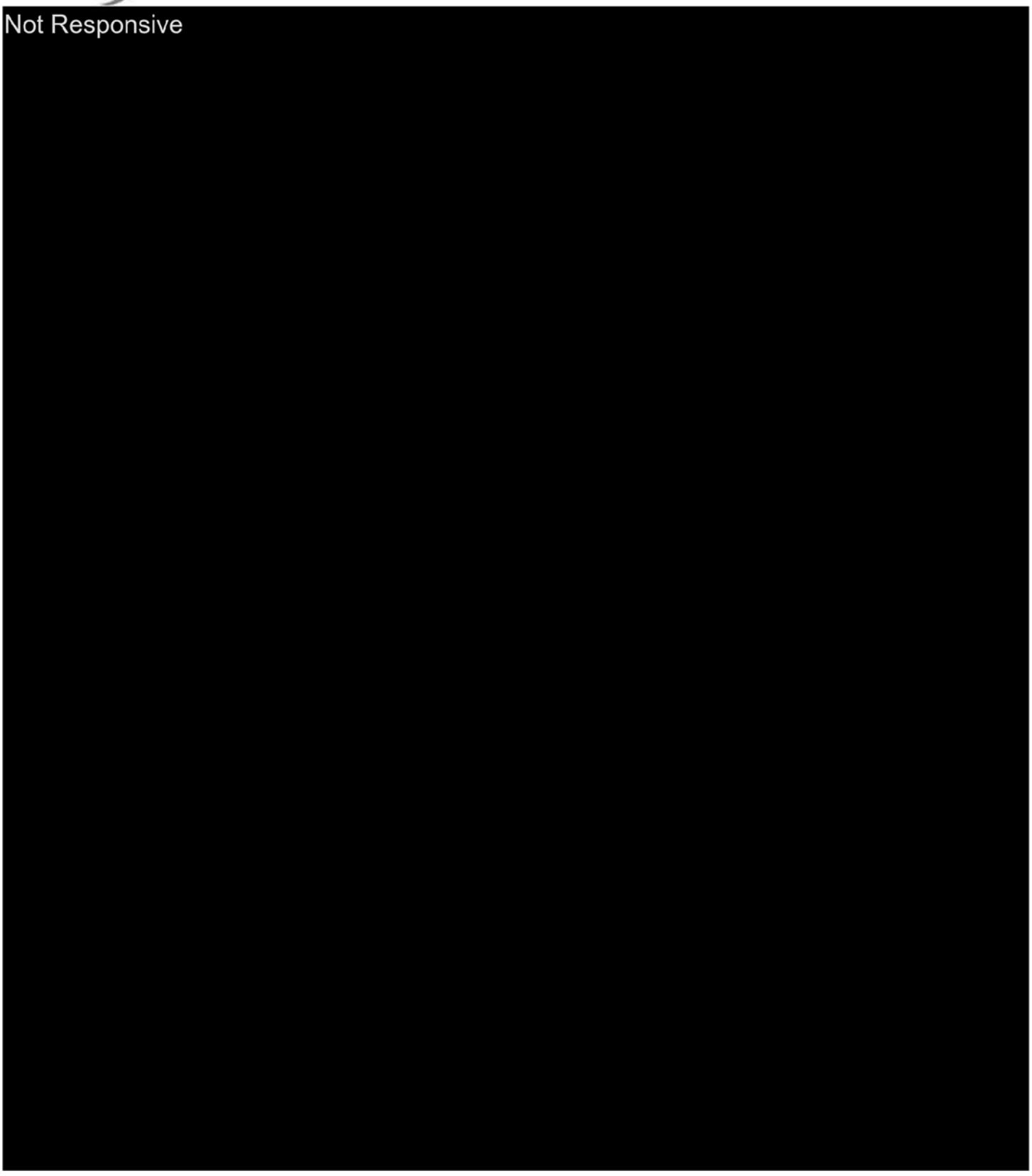

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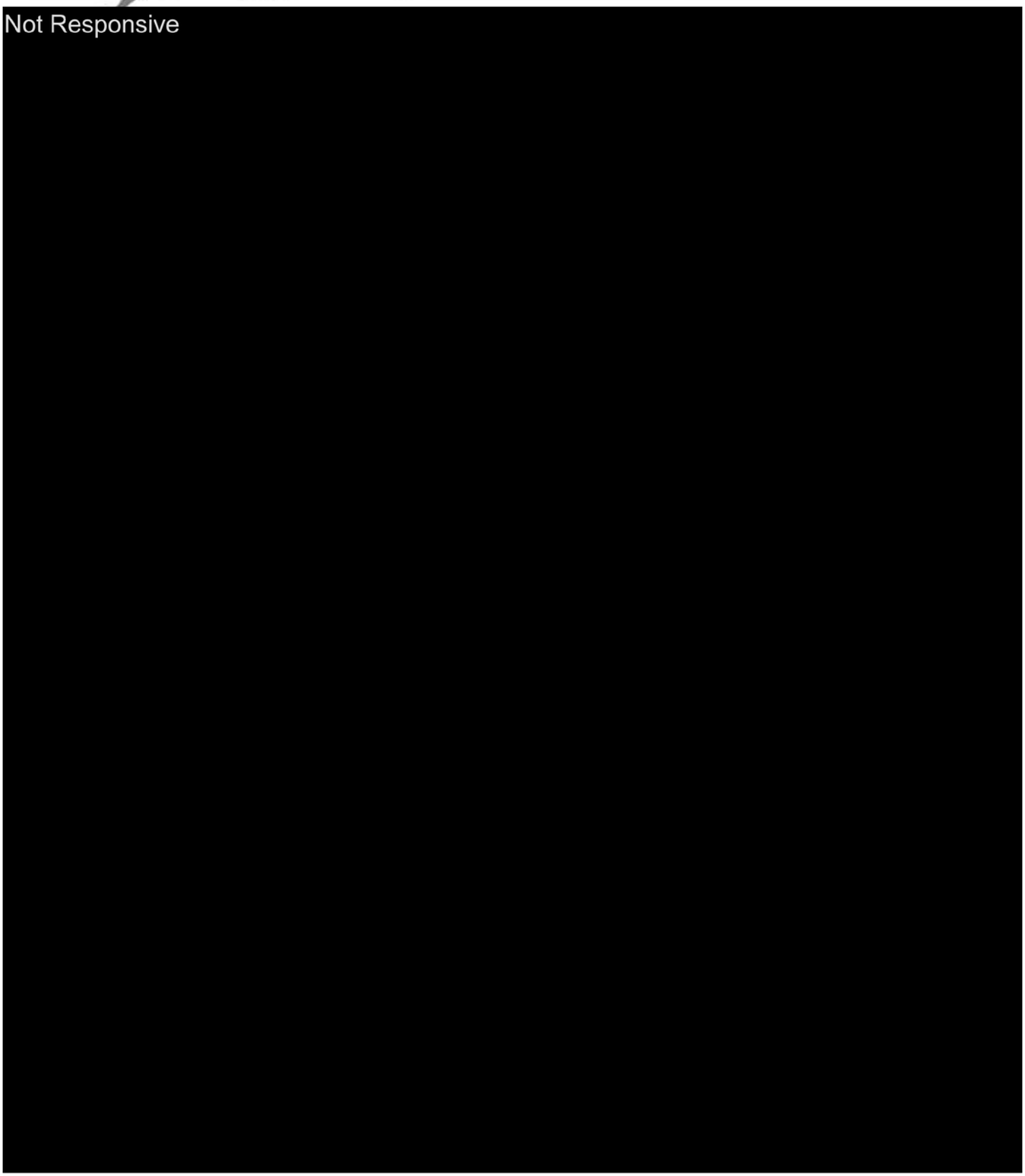

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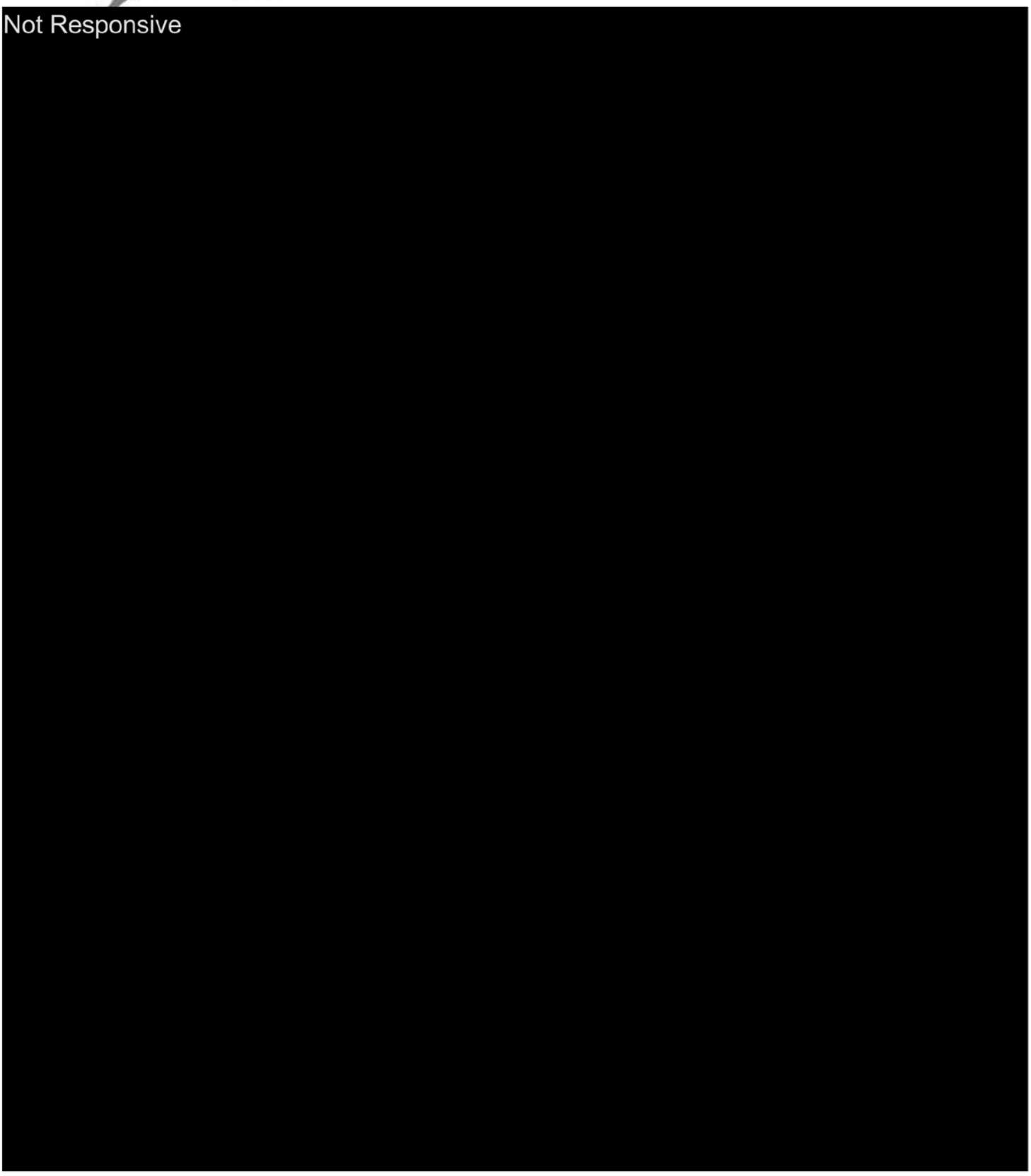

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H: 172. Conduct Pre-Acquisition Activities

Title: Conduct Pre-Acquisition Activities: Tuusi Wana Easement
Description: Provide for pre-acquisition activities, including title search, title insurance, and appraisal.
Deliverable Specification: Complete Tuusi Wana Easement

Work Element Budget: $43973 (8.26%)

Locations: 1
Primary Focal Species: Chinook (O. tshawytscha) - Mid-Columbia River Spring ESU | Steelhead (O. mykiss) - Middle Columbia River DPS
Country: US
State: WA
County: Columbia
NPCC Subbasin: Tucannon
HUC5 Watershed: Upper Tucannon River
HUC6 Name: Town of Marengo-Tucannon River
Salmonid ESUs Present: Snake River Basin Steelhead DPS (Accessible) | Snake River Fall-run Chinook Salmon ESU (Accessible) | Snake River Spring/Summer-run Chinook Salmon ESU (Accessible)

Milestone Title	Start Date	End Date	Status	Milestone Description
A. Submit Property Application Proposal Form	2/1/2025	1/31/2026	Active	No due diligence should be completed without concluding this milestone. Submit the Application Proposal Form to your COR to initiate this process. Contact BPA for the most up-to-date version of the form.
B. Submit preliminary title report, legal description, and map to BPA.	2/1/2025	7/16/2025	Active	Provide preliminary title report with written legal description to BPA. The preliminary title report will reflect the property ownership and include all supporting documentation. Provide a map and/or a GIS shapefile of the property boundaries and any other features of interest to BPA. The map needs to show where the property boundaries are located in relation to section, township, and range lines and any other features, such as roads, creeks, lake shores, that are part of the legal description. The map also needs to be at a scale that shows distances and features adequately to follow the written narrative description.
C. Schedule an initial intake call with BPA	2/1/2025	7/16/2025	Active	As soon as a potential property has been identified for acquisition, the project sponsor should obtain the most recent version of the intake form from BPA. Once the intake form has been submitted to BPA, the BPA F&W project manager will work with the project sponsor to establish a conference call with representatives from the project sponsor, BPA real property services, BPA Office of General Counsel and any other representatives to understand the basic proposal, decide the functional name of the property (that will be used throughout the process, not the owner's name), confirm the processes and steps (including these milestones), identify contact points, indentify any potential cost share, and identify any potential issues to be tracked through the process for the particular acquisition.
D. Submit conservation easement draft and final	2/1/2025	7/16/2025	Active	A conservation easement is required in all land acquisitions, either granted from the project sponsor to BPA if the sponsor is acquiring fee title, or granted from the landowner to the project sponsor if the sponsor is acquiring just the conservation easement in which BPA retains a third party right of enforcement. For fee title acquisitions, BPA will send the sponsor a draft template easement. For conservation easements granted from the landowner, the sponsor should work with BPA to draft the easement prior to ordering an appraisal.
E. Acquire appraisal and submit to BPA for review	2/1/2025	7/16/2025	Active	The project sponsor should obtain the most recent version of BPA's F&W Appraisal Requirements and ensure that they are incorporated appropriately into the appraisal. An intake call must be conducted before the appraisal is submitted for BPA for review. Once the appraisal is completed, it should be submitted to the BPA F&W project manager, who will, in turn, provide the appraisal to the BPA realty specialist. The project sponsor should not share the appraised value with the landowner until BPA has completed its review and approved the value. If this is a conservation easement property than the easement should be negotiated PRIOR to the appraisal.

Milestone Title	Start Date	End Date	Status	Milestone Description
F. Develop or Review MOA	2/1/2025	7/16/2025	Active	Contact BPA to develop MOA or review MOA if one already exists for the specific requirements of the acquisition under the terms of the MOA. An MOA may not be needed if the conservation easement associated with the property includes all of the necessary terms and conditions. Contact BPA to determine if this is the case.
G. Obtain a purchase and sale agreement from landowner	2/1/2025	7/16/2025	Active	Once the appraisal has been approved and the landowner is in agreement with purchase price, the project sponsor should get a purchase and sale agreement drafted to confirm the commitment of both parties. A copy of the draft purchase and sale agreement should be provided to BPA for review.
H. Provide tenant information to BPA	2/1/2025	7/16/2025	Active	Once an interested landowner is identified, and before activities such as appraisals or environmental land audits begin on the property, the project sponsor should notify BPA of anyone other than the landowner who lives on or uses (even temporarily) the property for any purpose. Examples of this include, but are not limited to, renters, farming leases, and grazing leases. Provide BPA with the non-landowner's names, addresses, and telephone numbers, or other information to locate or contact these individuals.
I. Coordinate site visit	2/1/2025	7/16/2025	Active	The project sponsor should arrange for BPA representatives to visit the land proposed for acquisition to confirm basic components of the acquisition and identify any issues.
J. Perform boundary surveys as needed	2/1/2025	7/16/2025	Active	BPA recommends that all types of survey work on proposed BPA Fish & Wildlife acquisitions be performed under the direction of a licensed professional land surveyor, and the ultimate product should be suitable for recording. Surveys should be done according to county and state standards and should show easements of record and occupation lines. Any survey prepared with the intention of depicting land rights in which BPA has, or will have, any legal interest, should be submitted to BPA for review by a BPA surveyor prior to recordation.
K. Complete Environmental Land Audit (ELA)	2/1/2025	7/16/2025	Active	The Environmental Land Audit (ELA) (also known as the hazardous waste assessment) can be performed by BPA, or the project sponsor can select a competent environmental professional to complete the assessment. If a non-BPA professional performs the ELA, the ELA will need to be reviewed and approved by BPA. If recognized environmental conditions are identified at a site, a site visit and further review may be required.
L. Provide minimum habitat units or stream kilometers	2/1/2025	7/16/2025	Active	For all wildlife acquisitions and for resident fish acquisitions in Montana, the project sponsor should submit a letter to the BPA project manager/COR that contains a minimum estimate of HUs or stream kilometers for which BPA will receive credit through the acquisition.
M. Baseline documentation report	2/1/2025	7/16/2025	Active	For all conservation easements, accurately document existing natural and manmade features on the proposed acquisition. Baseline documentation may rely on and incorporate by reference other information already in the project file, such as title opinions, appraisals, or water rights certificates.
N. E-mail completed water survey form to BPA COR	2/1/2025	7/16/2025	Active	The water survey form is located at: https://www.cbfish.org/EfwDocument.mvc/DownloadFile/17. The form should be completed by the project sponsor/contractor and emailed to the BPA COR. The BPA COR will attach the form in CBFish.
O. Assist BPA with completion of the Public Notice process	2/1/2025	7/16/2025	Active	The project sponsor will assist BPA staff with drafting a fact sheet and map for the acquisition, publishing ads in local newspapers, and sending letters to nearby landowners. Letters and ads must be sent/published so that the public has a minimum of 14 days to respond prior to closing; preferably longer.
Deliverable: P. Complete Tuusi Wana Easement		1/31/2026	Active	*See the Deliverable Specification above*

Not Responsive

Not Responsive

Not Responsive

[redacted]

Not Responsive

[redacted]

L: 185. Produce CBFish Status Report

Title: Periodic Status Reports for BPA

Description: The Contractor shall report on the status of milestones and deliverables in CBFish. Reports shall be completed monthly, quarterly, or as negotiated with the BPA COR. In each report, when the work reaches a terminal status, additional data (actual metrics, updated budgets, final locations, etc.) may be required upon submitting the report to the BPA COR.

Deliverable Specification:

Work Element Budget: $1000 (0.19%)

Milestone Title	Start Date	End Date	Status	Milestone Description
A. Feb-Jun 2025 (2/1/2025 - 6/30/2025)	7/1/2025	7/15/2025	Active	
B. Jul-Sep 2025 (7/1/2025 - 9/30/2025)	10/1/2025	10/15/2025	Active	
C. Oct-Dec 2025 (10/1/2025 - 12/31/2025)	1/1/2026	1/15/2026	Active	
D. Final Jan 2026 (1/1/2026 - 1/31/2026)	1/17/2026	1/31/2026	Active	

Inadvertent Discovery Instructions

BPA is required by section 106 of the National Historic Preservation Act (NHPA) to consider the effects of its undertakings on historic properties (16 USC 470). Prior to approving the expenditure of funds or conducting a federal undertaking, BPA must follow the section 106 process as described at 36 CFR 800. Even though BPA has completed this process by the time an undertaking is implemented, if cultural materials are discovered during the implementation of a project, work within the immediate area must stop and the significance of the materials must be evaluated and adverse effects resolved before the project can continue (36 CFR 800.13(b)(3)). The Inadvertent Discovery of Cultural Resources Procedure form outlines the steps to be taken and notifications to be made. If the undertaking takes place on tribal lands (16 USC 470w), BPA must also "comply with applicable tribal regulations and procedures and obtain the concurrence of the Indian tribe on the proposed action" (36 CFR 800.13(d)).

Inadvertent Discovery of Cultural Resources Procedure form:

https://www.bpa.gov/efw/FishWildlife/InformationforContractors/IFCDocuments/InadvertentDiscoveryProcedure.pdf

Land Lease Termination

John and Susan Gailey (Landlord)
(b)(6)

(b)(6) (tenant)
(b)(6)

May 8, 2025

Dear (b)(6),

This letter serves as formal notice that your lease agreement for Touchet River Ranch located at 6535/6539 Luckenbill Rd., in Walla Walls County, WA, will terminate as follows:

1) Termination of farming and occupancy on all lands upstream of the power lines on October 1, 2025.

2) Termination of farming and occupancy on all land downstream of the power lines as per the original lease agreement termination date of January 30, 2026.

This notice complies with the terms and rights to terminate as set forth in the original lease agreement.

The reason for termination is for the Landlords anticipated Conservation Easement work. Please ensure all personal belongings are removed by these dates.

Should you have any questions, feel free to contact me at (b)(6).

Sincerely, (b)(6)

John and Susan Gailey

Name: Touchet River Ranch LLC
Location #: E05-00-1201
Account #:

ELECTRIC SERVICE AGREEMENT
COLUMBIA RURAL ELECTRIC ASSOCIATION
PO Box 46, Dayton, WA 99328-0046

COPY
For your records

This Agreement is made and entered into this 29th day of October, 2014 (the "Effective Date"), by and between COLUMBIA RURAL ELECTRIC ASSOCIATION, (hereinafter "Cooperative") and Touchet River Ranch LLC (hereinafter "Member"), jointly referred to as "parties".

NOW, THEREFORE, the Cooperative agrees to sell and deliver to the Member, and the Member agrees to purchase and receive all of Member's requirements for electric power and energy, (excepting that which may be furnished by facilities qualifying under the Public Utility Regulatory Policies Act (PURPA)) on the following terms and conditions:

1. **Delivery Of Service/System Ownership/Exclusivity** – The electric energy and related or agreed services (the "Electric Service") to be furnished under this Agreement will be delivered and received at a mutually agreed points on the Member's property located at (if available): 30 HP Pump 6535 Luckenbill Road, Walla Walla, Washington, parcel no. 340929330008 . in the NE 1/4 of the NE 1/4 Section 01, Township 08 N, Range 33 EWM, in Walla Walla County.

The Member shall not use the Electric Service as an auxiliary or supplement to any other source of electric power, except that which qualifies under PURPA, nor resell the Electric Service. The electrical lines, conduit, facilities, components and all related equipment installed by the Cooperative (the "Facilities"), for the purpose of providing Electric Service to the Property, are and shall remain the property of the Cooperative.

During the term of this Agreement, and as part of the consideration exchanged by the parties, the Cooperative shall be the sole and exclusive provider of Electric Service to the Property.

2. **Service Characteristics** – The Electric Service shall be:

A single connection of :

(a) 3 phase, at 277/480 secondary voltage, at 30kva, Rate 4.0, 100 Amps

Electric Service will be measured by metering devices installed, maintained and owned by the Cooperative. Additional service connections may be added to the Property through Cooperative work order accepted by the Member.

3. **Payment** – The Member shall purchase the Electric Service at the rates and upon the terms periodically established, and revised, by the Cooperative's Board of Directors. The presently effective rates are attached hereto and made a part of this Agreement.

The billing period shall commence upon use of Electric Service, or ninety (90) days after the date the Cooperative makes Electric Service available to Member, whichever first occurs. "Available" means the ability of the Cooperative to deliver electrical power through Cooperative lines, facilities and appurtenances to the Property regardless of Member's use of Electric Service.

Invoices (or Billing Statements) shall be paid at the office of the Cooperative in Dayton or Walla Walla, Washington. Payments shall be made upon the terms set forth in the Billing Statement. Upon a failure to make payment when due, the Cooperative may discontinue service to the Property following written notice to the Member. Discontinuance of service shall not relieve the Member of any obligations under this Agreement. Member further agrees to pay all expenses, including reasonable attorney fees, which the Cooperative incurs in the collection of all obligations due the Cooperative from the Member. At the sole option of the Cooperative, patron equities, earnings and credits may be applied against any delinquent or past due charges, fees or costs related to Electric Service.

4. **Membership** – Prior to delivery and receipt of Electric Service, the Member shall make application and become a member of the Cooperative. Thereafter, the terms of this Agreement, the Cooperative Articles of Incorporation, Bylaws, Resolutions, Rules and Policies shall govern the provision of Electric Service.

5. **Code Compliance** – The Member represents and warrants that the premises and Property to be served are, at all times, in conformance with the National Electrical Code and all applicable city, county and state codes.

6. **Right Of Access** – Representatives of the Cooperative shall be permitted to enter the Property at all reasonable times in order to perform work and maintenance, and to make inspections related to the Electric Service. The Cooperative's activity or work on the Property shall be performed with minimal disturbance to the Property. Upon completion of the work or activity, the Property shall be restored to the condition in which it was found with reasonable wear and tear excepted.

7. **Easement** – Member hereby grants to the Cooperative an easement over, under, across and through Member's premises and Property for utility purposes, including, without limitation, the right to construct, operate and maintain such underground lines, poles, anchors, wires, facilities, and attachments thereto, as may be required for the purpose of delivering power, energy and service to Member. Member covenants not to remove or alter lateral support from any such poles, anchors or wires. To the extent required by law, Member shall, upon the request of the Cooperative, execute a separate recordable easement in substantial conformance with the terms of this section.

8. **Continuity Of Service** – The Cooperative shall make reasonable efforts and diligence to provide a constant and uninterrupted supply of electric power and energy to Member. If the supply of Electric Service shall fail, be interrupted or become defective through, without limitation, an act of God, governmental action, weather, acts of third parties, accident, strike,

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labor disruption, operational/maintenance/construction work on the electrical distribution or service system, equipment failure, inability to secure right of way, permits, or any other cause beyond the reasonable control of the Cooperative, the Cooperative shall not be liable therefor for any damage or loss that may be caused thereby. Member, except for Cooperative's willful or negligent misconduct, hereby waives its right to recover, and irrevocably releases Cooperative from and against all claims that it may now have or hereafter acquire against the Cooperative for, any costs, expenses, damage, liability or cause of action arising from or related to the provision of Electric Service to the Property or any portion thereof.

9. **Term** – This Agreement shall commence on the Effective Date and shall remain in effect for a period of 10 years (the "Initial Term"). After the Initial Term, this Agreement shall automatically renew, without action of the parties, for one (1) year terms. This Agreement may be terminated by either party upon 180 days advance written notice. Upon termination, the Cooperative reserves the right, but not the obligation, to remove the Electric Service and all related improvements, appurtenances and equipment, to include assessment for costs of removing the Electric Service and, if applicable, a reasonable disconnection charge against Member (see Section 10(c)).

10. **Construction** – Construction costs for the Facilities service total $5,283.00. This estimated cost is valid for 30 days from the date of this agreement. Payment of the costs are allocated as follows:

(a) The Cooperative will pay or provide a credit of $5,283.00 as set forth in the Cooperative Line Extension Policy.

(b) The Member will pay $ 0 toward construction of the Facilities.
[ ] **In** full
[ ] **Or** Amortized as set forth on Exhibit C (which may include a promissory note and security interest in the Property).

(c) Early Termination Charge: In the event this Agreement is terminated prior to the Initial Term set forth in Section 9, Member shall pay a termination charge which shall be determined as follows: Cost of construction contributed by CREA (i.e., the line extension credit, Section 10(a)) divided by the Initial Term, with the sum multiplied by the number of months remaining in the term of this Agreement. The early termination charge shall be paid by Member within thirty (30) days of termination. Interest, at the maximum amount legally permissible, shall accrue on the unpaid and due amount.

(d) Member Responsibilities Primary and Service Trenching.

The Cooperative shall furnish all engineering, labor and materials for the Facilities and Electrical Service. Customer shall cooperate and allow entry onto the Property as is reasonable and necessary for the Facilities and Electrical Service. Construction by the Cooperative shall commence following satisfaction of the conditions set forth in subsections (a) and (b), above.

11. **Succession And Approval** – This Agreement shall be binding upon and inure to the benefit of the heirs, successors, legal representatives and assigns of the respective parties hereto.

12. **Compliance** – Failure on the part of the Member to accept service from the Cooperative, or to comply with the Articles of Incorporation, Bylaws, Rules and Regulations of the Cooperative, or to carry out the terms and conditions of this Agreement, shall not relieve the Member from the obligation to make the payments as required herein or the conditions set forth in this Agreement.

13. **Interconnection** – The Cooperative reserves the right to connect additional Members onto or beyond the end of the service described herein or, when applicable, the line extension covered by the Agreement without affecting the amount or payment of the amounts due herein.

14. **Notices** – All notices required, or permitted to be given under this Agreement, shall be in writing and delivered when received at the address set forth below.

To the Member:

Name: Touchet River Ranch LLC

Title (b)(6)

Address 5505 Oasis St, West Richland, WA 99353

Phone 509-539-6486

COPY
For your records

To the Cooperative: Columbia Rural Electric Association
Attn: Manager of Financial Services
PO Box 46, Dayton, WA 99328-0046
(800) 642-1231

15. **Representation Of Member** – Member represents that, as of the Effective Date, the person signing this Agreement has authority and, to the extent necessary, has received consent from the entity described below to execute this Agreement and bind Member to this Agreement. This Agreement is a valid and binding obligation enforceable by the Cooperative in accordance with its terms.

16. **Governing Law** – This Agreement shall be governed by the laws of the State of Washington. Venue shall be Columbia County, Washington.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

COLUMBIA RURAL ELECTRIC ASSOCIATION

By: (b)(6) Title: CEO

COPY
For your records

Member

Individual: _____

Signature: _____

Joint Member: _____

Signature: _____

Partnership, Corporation or Other Entity

Name: Touchet River Ranch LLC

Fed I.D. # (if applicable) _____

City, State & Zip Code: West Richland, WA 99353

IN WITNESS whereof the _____ has caused this contract for electric service to be executed by its duly authorized officers.

By: (b)(6) Partner/Officer/Member

STATE OF Washington)
) ss.
COUNTY OF Benton)

On this 5th day of December, 2014, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared John Bailey, to me known to be the individual that executed the foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS MY HAND and official seal hereto affixed the day and year first above written.

GAGE REYNOLDS
COMMISSION EXPIRES
NOTARY PUBLIC
03/05/2018
STATE OF WASHINGTON

(b)(6) [redacted]

Notary Public in and for the
State of Washington
Residing at: Richland
Commission expires: March 5, 2018

COPY
For your records

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2014, before me, the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared _____, to me known to be the individual that executed the foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS MY HAND and official seal hereto affixed the day and year first above written.

_____
Notary Public in and for the
State of _____
Residing at: _____
Commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF Columbia)

On this 16th day of December, 2014, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Les Teel, to me known to be the CEO/General Manager of COLUMBIA RURAL ELECTRIC ASSOCIATION, the Corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said Corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument on behalf of the Corporation.

WITNESS MY HAND and official seal hereto affixed the day and year first above written.

COPY
For your records

(b)(6)

Notary Public in and for
the State of Washington
Residing at Dayton WA 99328
My commission expires: NOV. 22, 2016

TitleOne
a title & escrow co.

TitleOne: Walla Walla
Authorized Agent for:
Title Resources Guaranty Company

File Number: 23488613

Contact Information

We would like to thank you for your business and we appreciate the opportunity to serve you. The Title Commitment has been sent to the parties listed below.

If you have any closing questions, please contact your Escrow team: teammleon@titleonecorp.com

Maria Leon
teammleon@titleonecorp.com
(509) 525-4300

Ana Ureno
Ana.Ureno@titleonecorp.com
(509) 516-2572

Escrow Address: 5 E. Main St., Walla Walla, WA 99362
TitleOne State License: WAOIC# 1302546

If you have any title questions, please contact your Title Officer:

Chris Wilson
Chris.Wilson@titleonecorp.com

TitleOne: Walla Walla Address:
5 E. Main St.
Walla Walla, WA 99362

File Number: 23488613

TITLE RESOURCES

COMMITMENT FOR TITLE INSURANCE
Issued by
TITLE RESOURCES GUARANTY COMPANY

Issuing Office: TitleOne
ALTA® Universal ID: 1065022
Commitment Number: 23488613
Revision: 01/15/2026 - 5th Revision - Updated; Added Buyer; Added Purchase Price

SCHEDULE A

1. **Commitment Date:** December 30, 2025 at 07:30 AM

2. **Policy or Policies to be issued:**

X	**ALTA Owners Policy (7/1/21)**	***Standard Coverage***	**Policy Amount:**	$2,005,000.00
	Proposed Insured:		**Premium:**	$3,417.00
			Tax:	$310.95

Blue Mountain Land Trust, a Washington nonprofit corporation, and the United States of America and its assigns

3. **The estate or interest in the Land at the Commitment Date is:**
Fee Simple

4. **The Title is, at the Commitment Date, vested in:**
Touchet River Ranch, LLC, a Washington limited liability company

5. **The Land described as follows:**
See Attached Schedule C

Title Resources Guaranty Company
TitleOne

By: (b)(6)

Chris Wilson, Authorized Signatory

TITLE RESOURCES GUARANTY COMPANY
By: (b)(6)
J. Scott McCall, President/CEO
By: (b)(6)
Owen E. Girard, Secretary

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Title Resources Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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SCHEDULE B, PART I
Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

2. Pay the agreed amount for the estate or interest to be insured.

3. Pay the premiums, fees, and charges for the Policy to the Company.

4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

5. NOTE: According to the available records, the purported address of the land referenced herein is:

6539 Luckenbill Rd, Walla Walla, WA 99362

6. The description can be abbreviated as suggested below if necessary to meet standardization requirements. The full text of the description must appear in the document(s) to be insured.
Abbreviated Legal: PTN S29, S31, S32, T9N, R34E & PTN S36, T9N, R33E & PTN S1, T8N, R33E & PTN S6, T8N, R34E, Walla Walla County, WA

7. Instruments creating the estate or interest or mortgage to be insured must be properly executed, delivered and duly filed of record.

Pursuant to RCW's 65.04.45 & 65.04.47, the first page of each document must have a 3-inch top margin and a 1-inch side and bottom margins. All succeeding pages must have a 1-inch margin on all sides of each page. No writing, including notary stamp is allowed within said margins. Documents not conforming to these requirements may be recorded for an additional recording fee of $51.00, per document or may result in a rejection by the recording department, pursuant to RCW 65.04.

The standard per page recording charge is $203.50, for the first page and $1.00, for each additional page including the cover sheets for all transfer deeds. A $204.50, recording fee is for the first page for all Deeds of Trust and $1.00, for each additional page.

Reference should be made to the County Auditor for a complete list of recording fees and requirements.

8. NOTE: If a Deed of Trust is contemplated as a part of this transaction, the correct name to be entered as the Trustee is: TitleOne

9. If the Company is requested to delete any exception from any forthcoming policy issued in connection with this commitment, the Company requires satisfactory evidence that the corresponding matter has been reconveyed, satisfied, or otherwise terminated.

10. For each policy to be issued as identified in Schedule A, Item 2, the Company shall not be liable under this commitment until it receives a designation of a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

11. The Company reserves the right to add additional requirements and/or exceptions upon receipt of the details of the forthcoming transaction.

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12. The Company requires for its review satisfactory copy of the Articles of Organization, the Operating Agreement and the regulations of the limited liability company, any amendment thereof, a certificate of good standing, and satisfactory evidence of authority of the officers, managers, or members to execute the documents on behalf of Touchet River Ranch, LLC, a Washington limited liability company. The Company may make additional requirements or exceptions upon disclosure of the same.

13. NOTE: We find no conveyance documents appearing in the public records having been recorded within the last 24 months affecting the real estate under search.

Click HERE for the last transfer document of record.

14. NOTE: No existing deed of trust or mortgage appears of record. If this information is in error, please notify your title or escrow officer with information concerning any existing loans.

15. Intentionally deleted.

16. Intentionally deleted.

17. Intentionally deleted.

18. Intentionally deleted.

19. NOTE: General taxes for 2025 are paid.
Full Year Amount: $2,235.58
Assessed Value: $287,430.00
Parcel Number: 34-09-29-33-0004

20. NOTE: General taxes for 2025 are paid.
Full Year Amount: $876.94
Assessed Value: $403,200.00
Parcel Number: 34-09-29-33-0005

21. NOTE: General taxes for 2025 are paid.
Full Year Amount: $777.44
Assessed Value: $365,030.00
Parcel Number: 34-09-29-33-0007

22. NOTE: General taxes for 2025 are paid.
Full Year Amount: $769.44
Assessed Value: $367,960.00
Parcel Number: 34-09-29-33-0008

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SCHEDULE B, PART II
Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.

2. Rights or claims of parties in possession not shown by the Public Records.

3. 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, and that is not shown by the Public Records.

4. Easements, or claims of easements, not shown by the Public Records.

5. Any lien, or right to a lien, for services, labor, equipment, or materials heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

6. Taxes or special 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 to such proceedings whether or not shown by the records of such agency, or by the Public Records.

7. (a) Intentionally Deleted; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims to title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

8. Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.

9. Any service, installation, connection, maintenance, tap, capacity or construction charges for sewer, water, electricity, natural gas or other utilities, or garbage collection and disposal.

10. (a) All right, title or claim of any character by the United States, state, local government or by the public generally in and to any portion of the land lying within the current or former bed, or below the ordinary high water mark, or between the cut banks of a stream navigable in fact or in law.
(b) The consequence of any past or future change in the location of the bed.

11. Any Rights, Interest or Easements in favor of the State of Washington, the United States of America or the public which exist or are claimed to exist in and over the waters, bed and banks of the Touchet River.

12. Terms, covenants and conditions contained in an application for Current Use Classification, entered into pursuant to RCW 84.34 (including potential liability for future applicable taxes, special benefit assessments levied by local governments, penalties and interest upon breach of, or withdrawal from, said classification); Notice of approval being recorded under Recording No. 2006-14866, records of Walla Walla County, Washington.
Classification: Farm and Agricultural Land

13. Unrecorded leasehold, if any, and the rights of vendors and holders of security interests in personal property of tenants to remove said personal property at the expiration of the term.

14. Any claim that the Title is subject to a trust or lien created under the Perishable Agricultural Commodities Act (7 U.S.C. §§499a, et seq.) or the Packers and Stockyards Act (7 U.S.C. §§181, et seq.) or under similar federal or state laws.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Title Resources Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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15. Terms and conditions contained in a/an Deed.
Recorded: February 20, 1882
Recording No.: Book X of Deeds, Page 580, records of Walla Walla County, Washington.

16. Exceptions and Reservations as contained in a/an Deed.
Executed by: Northern Pacific Railroad Company
Recorded: February 5, 1884
Recording No.: Book 32 of Deeds, Page 158, records of Walla Walla County, Washington.

17. Intentionally deleted.

18. Intentionally deleted.

19. Intentionally deleted.

20. Intentionally deleted.

21. Intentionally deleted.

22. Intentionally deleted.

23. Terms and conditions contained in a/an Notice of Utility Easement Rights.
Recorded: January 24, 1989
Recording No.: 8900477, records of Walla Walla County, Washington.

24. Terms and conditions contained in a/an Memorandum of Electric Service Agreement with Columbia Rural Electric Association.
Recorded: January 27, 2015
Recording No.: 2015-00652, records of Walla Walla County, Washington.

25. Payment of the real estate excise tax, if required.

The Land is situated within the boundaries of local taxing authority of Walla Walla County.

The rate of real estate excise tax for properties which are not formally classified and specially valued as timberland or agricultural land is:

State portion: 1.10% on any portion of the sales price of $525,000 or less;
1.28% on any portion of the sales price above $525,001, up to $1,525,000;
2.75% on any portion of the sales price above $1,525,001, up to $3,025,000;
3.00% on any portion of the sales price above $3,025,001;

The rate of excise for properties formally classified as timberland or agriculture land will be 1.28% for the State portion on the entire sales price.

Local portion: 0.25% on the entire sales price.

An additional $5.00 State Technology Fee must be included in all excise tax payments.

If the transaction is exempt, an additional $5.00 Affidavit Processing Fee is required.

Any conveyance document must be accompanied by the official Washington State Excise Tax Affidavit, which can be found online HERE https://dor.wa.gov/get-form-or-publication/forms-subject/real-estate-excise-tax. The applicable excise tax must be paid and the affidavit approved at the time of the recording of the conveyance documents. (NOTE: Real Estate Excise Tax Affidavits must be printed as legal size forms).

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26. Intentionally deleted.

27. Intentionally deleted.

28. Intentionally deleted.

29. Intentionally deleted.

30. All matters, and any rights, easements, interests or claims as disclosed by Survey recorded May 14, 2024 as Recording No. 2024-02564, records of Walla Walla County, Washington.

31. An easement, including the terms and conditions thereof, for the purposes shown below and rights incidental thereto as set forth in Conservation Easement.
Recorded: PENDING
Recording No.: PENDING, records of Walla Walla County, Washington.

32. An easement, including the terms and conditions thereof, for the purposes shown below and rights incidental thereto as set forth in Right of Way Easement.
Granted to: Pacific Power & Light Company
Purpose: Power lines and incidental purposes
Recorded: March 26, 1963
Recording No.: 446697, records of Walla Walla County, Washington.

33. All matters, and any rights, easements, interests or claims as disclosed by Record of Survey recorded October 22, 2025 as Recording No. 2025-06529, records of Walla Walla County, Washington.

34. General taxes for 2026, the amount of which is not available, and which cannot be paid until February 15, 2026.

(End of Exceptions)

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SCHEDULE C

Legal Description:

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, THE WEST HALF OF THE WEST HALF OF SECTION 32, THE EAST HALF OF THE NORTHEAST QUARTER AND THE SOUTH HALF OF SECTION 31, ALL IN TOWNSHIP 9 NORTH, RANGE 34 EAST OF THE WILLAMETTE MERIDIAN; THE NORTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 8 NORTH, RANGE 34 EAST OF SAID WILLAMETTE MERIDIAN; AND THE NORTHEAST QUARTER OF SECTION 1 IN TOWNSHIP 8 NORTH, RANGE 33 EAST OF SAID WILLAMETTE MERIDIAN, SAID LANDS BEING A PORTION OF THOSE LANDS CONVEYED TO IVAN J. ECCLES AND EDNA ECCLES BY THAT WARRANTY DEED RECORDED MAY 8, 1968 IN BOOK 326 OF DEEDS AT PAGE 601 UNDER AUDITOR'S FILE NO. 494082, EXCEPTING THEREFROM THOSE LANDS CONVEYED TO CASEY FARMS, INC. BY THAT WARRANTY FULFILLMENT DEED RECORDED JANUARY 6, 1978 IN VOLUME 74 OF DEEDS AT PAGE 345 UNDER AUDITOR'S FILE NO. 1978-00153, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHEAST CORNER OF SECTION 31 IN TOWNSHIP 9 NORTH, RANGE 34 EAST, WILLAMETTE MERIDIAN, WHICH POINT IS ALSO THE SOUTHEAST CORNER OF THOSE LANDS CONVEYED TO IVAN J. ECCLES AND EDNA ECCLES BY THAT WARRANTY DEED RECORDED MAY 8, 1968 IN BOOK 326 OF DEEDS AT PAGE 601 UNDER AUDITOR'S FILE NO. 494082, SAID POINT BEING MARKED BY A 3/4-INCH IRON ROD, FROM WHICH A 1/2-INCH IRON REBAR MARKING THE SOUTHWEST CORNER OF SAID SECTION 31 BEARS S88°47'10"W A DISTANCE OF 5285.49 FEET, AND RUNNING THENCE ALONG THE BOUNDARY OF SAID ECCLES LANDS BY THE FOLLOWING COURSES AND DISTANCES:
ALONG THE SOUTH LINE OF SAID SECTION 31, S88°47'10"W A DISTANCE OF 1321.37 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 31; THENCE ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, N01°16'09"W A DISTANCE OF 125.00 FEET; THENCE N82°34'11"W A DISTANCE OF 339.27 FEET; THENCE S55°00'59"W A DISTANCE OF 316.61 FEET TO A POINT ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE CONTINUING S55°00'59"W A DISTANCE OF 179.37 FEET; THENCE S68°27'59"W A DISTANCE OF 261.61 FEET; THENCE S57°49'59"W A DISTANCE OF 292.28 FEET; THENCE S51°42'59"W A DISTANCE OF 1221.10 FEET; THENCE S72°27'59"W A DISTANCE OF 971.45 FEET; THENCE S84°08'59"W A DISTANCE OF 270.26 FEET; THENCE N86°59'01"W A DISTANCE OF 298.41 FEET; THENCE S75°03'59"W A DISTANCE OF 251.06 FEET TO A POINT ON THE EAST LINE OF SECTION 1 IN TOWNSHIP 8 NORTH, RANGE 33 EAST OF SAID WILLAMETTE MERIDIAN; THENCE S73°33'21"W A DISTANCE OF 799.95 FEET; THENCE S76°58'21"W A DISTANCE OF 323.96 FEET; THENCE N88°04'39"W A DISTANCE OF 332.28 FEET; THENCE S73°28'21"W A DISTANCE OF 257.67 FEET; THENCE S47°29'21"W A DISTANCE OF 514.94 FEET; THENCE S40°39'21"W A DISTANCE OF 799.86 FEET TO A POINT IN A LINE PARALLEL WITH AND 30.00 FEET EAST OF THE WEST LINE OF THE EAST HALF OF SAID SECTION 1, SAID POINT BEARING N40°39'21"E A DISTANCE OF 60.08 FEET FROM A POINT IN SAID WEST LINE OF THE EAST HALF WHICH IS 2432.20 FEET SOUTH, MEASURED ALONG SAID WEST LINE, FROM THE NORTHWEST CORNER OF SAID EAST HALF OF SECTION 1;

THENCE ALONG SAID PARALLEL LINE, N01°05'26"W A DISTANCE OF 2277.16 FEET TO A POINT IN THE SOUTH LINE OF THOSE LANDS CONVEYED TO CASEY FARMS, INC. BY THAT WARRANTY FULFILLMENT DEED RECORDED JANUARY 6, 1978 IN VOLUME 74 OF DEEDS AT PAGE 345 UNDER AUDITOR'S FILE NO. 1978-00153, SAID POINT BEARING S21°02'14"E A DISTANCE OF 117.26 FEET FROM A POINT IN SAID WEST LINE OF THE EAST HALF OF SECTION 1 WHICH IS 281.00 FEET SOUTH, MEASURED ALONG SAID WEST LINE, FROM SAID NORTHWEST CORNER OF SAID EAST HALF; THENCE LEAVING THE BOUNDARY OF SAID ECCLES LANDS AND RUNNING ALONG THE BOUNDARY OF SAID CASEY LANDS BY THE FOLLOWING COURSES AND DISTANCES:
S21°02'14"E A DISTANCE OF 47.60 FEET; THENCE S41°37'14"E A DISTANCE OF 92.92 FEET; THENCE S11°17'14"E A DISTANCE OF 109.90 FEET; THENCE S14°23'14"E A DISTANCE OF 462.59 FEET; THENCE N61°07'46"E A DISTANCE OF 174.84 FEET; THENCE N55°54'46"E A DISTANCE OF 99.91 FEET; THENCE N42°04'46"E A DISTANCE OF 189.83 FEET; THENCE N75°11'46"E A DISTANCE OF 150.07 FEET; THENCE N44°49'46"E A DISTANCE OF 454.59 FEET; THENCE N70°14'46"E A DISTANCE OF 69.94 FEET; THENCE N67°45'46"E A DISTANCE OF 526.53 FEET; THENCE N84°32'46"E A DISTANCE OF 214.81 FEET; THENCE N71°35'46"E A DISTANCE OF 134.88 FEET; THENCE N64°44'46"E A DISTANCE OF 384.66 FEET; THENCE N60°13'46"E A DISTANCE OF 41.66 FEET TO THE NORTH LINE OF SAID SECTION 1; THENCE LEAVING SAID BOUNDARY OF THE CASEY LANDS AND RUNNING ALONG SAID NORTH LINE OF SECTION 1, N88°43'42"E A DISTANCE OF 250.46 FEET TO THE NORTHEAST CORNER OF SAID SECTION 1, WHICH IS ALSO THE WEST LINE OF SECTION 31 AFORESAID; THENCE ALONG SAID WEST LINE OF SECTION 31, N01°35'34"W A DISTANCE OF 135.57 FEET TO A POINT IN THE AFORESAID BOUNDARY OF THE CASEY LANDS;

THENCE CONTINUING ALONG SAID BOUNDARY OF THE CASEY LANDS BY THE FOLLOWING COURSES AND DISTANCES:

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N60°13'46"E A DISTANCE OF 243.70 FEET; THENCE N59°17'46"E A DISTANCE OF 289.74 FEET; THENCE S28°30'14"E A DISTANCE OF 119.89 FEET; THENCE N88°20'46"E A DISTANCE OF 319.71 FEET; THENCE N69°24'46"E A DISTANCE OF 249.78 FEET; THENCE N65°02'46"E A DISTANCE OF 399.64 FEET; THENCE N57°24'46"E A DISTANCE OF 129.88 FEET; THENCE N39°57'46"E A DISTANCE OF 264.76 FEET; THENCE N69°19'46"E A DISTANCE OF 169.85 FEET; THENCE N58°20'46"E A DISTANCE OF 279.75 FEET; THENCE N50°04'46"E A DISTANCE OF 157.86 FEET; THENCE N42°39'46"E A DISTANCE OF 259.77 FEET; THENCE N48°02'46"E A DISTANCE OF 254.77 FEET; THENCE N58°32'46"E A DISTANCE OF 239.79 FEET; THENCE N70°43'46"E A DISTANCE OF 214.81 FEET; THENCE N64°37'46"E A DISTANCE OF 279.75 FEET; THENCE S73°30'14"E A DISTANCE OF 729.35 FEET; THENCE S64°03'14"E A DISTANCE OF 169.85 FEET; THENCE S79°54'14"E A DISTANCE OF 84.92 FEET; THENCE N69°22'46"E A DISTANCE OF 199.82 FEET; THENCE N51°32'46"E A DISTANCE OF 373.87 FEET; THENCE N48°52'46"E A DISTANCE OF 439.61 FEET; THENCE N37°39'46"E A DISTANCE OF 199.82 FEET; THENCE N09°40'46"E A DISTANCE OF 279.75 FEET; THENCE N18°26'46"E A DISTANCE OF 415.63 FEET; THENCE N31°02'14"W A DISTANCE OF 616.45 FEET; THENCE N35°19'14"W A DISTANCE OF 249.78 FEET; THENCE N10°30'14"W A DISTANCE OF 369.67 FEET; THENCE N12°55'14"W A DISTANCE OF 279.75 FEET; THENCE N48°39'46"E A DISTANCE OF 219.80 FEET; THENCE S57°57'14"E A DISTANCE OF 344.69 FEET; THENCE S82°38'14"E A DISTANCE OF 59.95 FEET; THENCE N78°23'46"E A DISTANCE OF 79.93 FEET; THENCE N29°03'46"E A DISTANCE OF 111.90 FEET; THENCE N23°31'46"E A DISTANCE OF 224.80 FEET; THENCE N17°10'46"E A DISTANCE OF 199.82 FEET;

THENCE LEAVING SAID BOUNDARY OF THE CASEY LANDS AND RUNNING N24°08'29"E A DISTANCE OF 826.33 FEET; THENCE S67°01'57"E A DISTANCE OF 516.80 FEET TO A POINT IN THE CENTER OF THE TOUCHET RIVER; THENCE ALONG SAID TOUCHET RIVER, N54°43'59"E A DISTANCE OF 160.24 FEET TO A POINT; THENCE DEPARTING SAID RIVER AND RUNNING S00°35'18"E A DISTANCE OF 564.74 FEET TO A POINT IN A FENCE; THENCE ALONG SAID FENCE BY THE FOLLOWING SIX COURSES:
S40°18'47"W A DISTANCE OF 230.16 FEET; THENCE S14°26'21"W A DISTANCE OF 204.36 FEET; THENCE S25°15'17"W A DISTANCE OF 180.44 FEET; THENCE S04°08'24"E A DISTANCE OF 157.61 FEET; THENCE S42°48'02"E A DISTANCE OF 253.97 FEET; THENCE N79°23'22"E A DISTANCE OF 103.52 FEET;
THENCE LEAVING SAID FENCE AND RUNNING S00°59'46"E A DISTANCE OF 1,236.37 FEET TO A CORNER IN SAID FENCE; THENCE ALONG SAID FENCE, S00°02'50"W A DISTANCE OF 1,166.78 FEET; THENCE CONTINUING ALONG SAID FENCE AND THE SOUTHERLY EXTENSION THEREOF, S00°15'27"E A DISTANCE OF 1,460.30 FEET TO A POINT IN THE SOUTH LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 32; THENCE ALONG SAID SOUTH LINE, S88°50'35"W A DISTANCE OF 1208.53 FEET TO THE POINT OF BEGINNING;

Situated in Walla Walla County, State of Washington.

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TITLE RESOURCES

ALTA COMMITMENT FOR TITLE INSURANCE
issued by
TITLE RESOURCES GUARANTY COMPANY

Commitment No. 23488613

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, **TITLE RESOURCES GUARANTY COMPANY**, a TEXAS corporation, (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS
   a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
   b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
   c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
   d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
   e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.

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AMERICAN LAND TITLE ASSOCIATION

f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:
a. the Notice;
b. the Commitment to Issue Policy;
c. the Commitment Conditions;
d. Schedule A;
e. Schedule B, Part I—Requirements; and
f. Schedule B, Part II—Exceptions; and
g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND
The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY
a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
i. comply with the Schedule B, Part I—Requirements;
ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
iii. acquire the Title or create the Mortgage covered by this Commitment.
b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
e. The Company is not liable for the content of the Transaction Identification Data, if any.
f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM
a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by ***TITLE RESOURCES GUARANTY COMPANY.*** *This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION
The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is $2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at http://www.alta.org/arbitration.

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TitleOne
a title & escrow co.

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Privacy Policy Notice

Rev. 7/28/2022

FACTS	WHAT DOES TITLEONE DO WITH YOUR PERSONAL INFORMATION?
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: • Social Security number and account balances • Payment history and credit card or other debt • Checking account information and wire transfer instructions When you are *no longer* our customer, we continue to share your information as described in this notice.
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons TitleOne chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	**Does TitleOne share?**	**Can you limit this sharing?**
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes- to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes- information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes- information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share

Questions?	Go to https://www.anywhereis.re/privacypolicy

Who we are	
Who is providing this notice?	TitleOne
What we do	
How does TitleOne protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does TitleOne collect my personal information?	We collect your personal information, for example, when you • Apply for insurance or pay insurance premiums • Provide your mortgage information or show your driver's license • Give us your contact information We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only • Sharing for affiliates' everyday business purposes –information about your creditworthiness • Affiliates from using your information to market to you • Sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing.
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. • *Our affiliates include companies that are owned in whole or in part by Anywhere Real Estate Inc., such as Better Homes and Gardens® Real Estate, CENTURY 21®, Coldwell Banker®, Coldwell Banker Commercial®, The Corcoran Group®, ERA®, Sotheby's International Realty®, ZipRealty®, Anywhere Advisors LLC, Cartus and Anywhere Integrated Services LLC.*
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. • *TitleOne does not share with nonaffiliates so they can market to you.*
Joint Marketing	A formal agreement between nonaffiliated financial companies that together market financial products or service to you. • *TitleOne does not share with nonaffiliated financial companies for joint marketing purposes.*
Other Important Information	
For European Union Customers	Please see our Privacy Policy located at https://www.anywhereis.re/privacypolicy
For our California Customers	Please see our notice about the California Consumer Protection Act located at https://www.anywhereis.re/privacypolicy

TITLE RESOURCES®

Rev. 7/28/2022

FACTS	WHAT DOES TITLE RESOURCES GUARANTY COMPANY DO WITH YOUR PERSONAL INFORMATION?
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: • Social Security number and account balances • Payment history and credit card or other debt • Checking account information and wire transfer instructions When you are *no longer* our customer, we continue to share your information as described in this notice.
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons TITLE RESOURCES GUARANTY COMPANY chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does TITLE RESOURCES GUARANTY COMPANY share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes- to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes- information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes- information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share

Questions?	Go to https://www.trgc.com/privacypolicy

Who we are	
Who is providing this notice?	TITLE RESOURCES GUARANTY COMPANY
What we do	
How does TITLE RESOURCES GUARANTY COMPANY protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does TITLE RESOURCES GUARANTY COMPANY collect my personal information?	We collect your personal information, for example, when you • Apply for insurance or pay insurance premiums • Provide your mortgage information or show your driver's license • Give us your contact information We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only • Sharing for affiliates' everyday business purposes –information about your creditworthiness • Affiliates from using your information to market to you • Sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing.
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. • *Our affiliates include companies that are owned in whole or in part by Anywhere Real Estate Inc., such as Better Homes and Gardens® Real Estate, CENTURY 21®, Coldwell Banker®, Coldwell Banker Commercial®, The Corcoran Group®, ERA®, Sotheby's International Realty®, ZipRealty®, Anywhere Advisors LLC, Cartus and Anywhere Integrated Services LLC.*
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. • ***TITLE RESOURCES GUARANTY COMPANY*** *does not share with nonaffiliates so they can market to you.*
Joint Marketing	A formal agreement between nonaffiliated financial companies that together market financial products or service to you. • ***TITLE RESOURCES GUARANTY COMPANY*** *does not share with nonaffiliated financial companies for joint marketing purposes.*
Other Important Information	
For European Union Customers	Please see our Privacy Policy located at https://www.trgc.com/privacypolicy
For our California Customers	Please see our notice about the California Consumer Protection Act located at https://www.trgc.com/privacypolicy

AFFILIATED BUSINESS ARRANGEMENT
DISCLOSURE STATEMENT

To: Blue Mountain Land Trust, a Washington nonprofit corporation, and the United States of America and its assigns
Touchet River Ranch LLC, a Washington limited liability company

Property: 6539 Luckenbill Rd, Walla Walla, WA 99362

From: TitleOne Date: 1/15/2026

File Number: 23488613

Thank you for contacting TitleOne (hereinafter "Agent"). This is to give you notice that Agent has a business relationship with **Title Resources Guaranty Company**, which provides title insurance underwriting services, **Anywhere Insurance Agency Inc.**, which provides homeowners and other insurance, and **TitleOne Exchange** and **Real 1031**, which provide 1031 exchange services. The majority owner of Agent is the 22.3% owner of **Title Resources Guaranty Company** and 100% owner of **Anywhere Insurance Agency Inc., TitleOne Exchange,** and **Real 1031**. Title Resources Guaranty Company is also 10% owner of Agent. Because of these relationships, the referral of business to the companies below may provide Agent and/or its employees a financial or other benefit.

Set forth below is the estimated charge or range of charges for the underwriting services listed. You are NOT required to use the underwriter below in connection with the provision of title services. THERE ARE FREQUENTLY OTHER UNDERWRITERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

COMPANIES	DESCRIPTION OF CHARGES	ESTIMATE OF RANGE OF CHARGES GENERALLY MADE BY PROVIDER
Title Resources Guaranty Company	Title Insurance Premium	**Owners Policy** (charges based on policy amount): **$50,000 - $100,000** **$462 - $666** **$100,001 - $300,000** **$666 - $1,326** **$300,001 - $500,000** **$1,326 - $1,822** **$500,001 - $1,000,000** **$1,822 - $3,062** **$1,000,001 - $5,000,000** **$3,062 - $11,862**
Realogy Insurance Agency, Inc.	Homeowners insurance premium	$2.00 - $6.00 per thousand dollars of replacement cost of dwelling

Acknowledgement of Receipt of Disclosure

I/we have read this disclosure form and understand that Agent is referring me/us to use the above-described companies and may receive a financial or other benefit as the result of this referral.

Buyer/Borrower(s)

Blue Mountain Land Trust, a Washington nonprofit corporation, and the United States of America and its assigns

Seller(s)

Touchet River Ranch LLC, a Washington limited liability company

AMENDMENT NO. 1 TO PURCHASE AND SALE AGREEMENT

This Amendment No. 1 (the "**Amendment No. 1**") to the Purchase and Sale Agreement for a Conservation and Restoration Easement (the "**Agreement**") is entered into effective as of 30th January 2026 by and between JOHN B. GAILEY and SUSAN K. GAILEY, managers of TOUCHET RIVER RANCH, LLC having an address of 222 Indian Court, Richland, WA, 99354 (hereinafter referred to as "**Seller**") and BLUE MOUNTAIN LAND TRUST, a Washington nonprofit public benefit corporation having an address of PO Box 1473, Walla Walla, WA 99362 (hereinafter referred to as "**Buyer**"). Buyer and Seller may be individually referred to as "**Party**" or collectively referred to as "**Parties**".

I. RECITALS

WHEREAS, the Parties entered into the Agreement regarding the purchase of a Conservation and Restoration Easement (**Exhibit A**) over the property described therein (the "Property") and dated November 5, 2024;

WHEREAS, the Parties desire to amend certain terms of the Agreement as set forth below.

II. AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, mutual covenants, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1) Purchase Price. Section 6 of the Agreement is amended to state that the purchase price of the Conservation and Restoration Easement shall be **$2,005,000**. This price is based on an independent, Yellowbook appraisal completed by Bradford Knipe, MAI, and dated December 15, 2025, and confirmed by a review appraisal completed by the Bonneville Power Administration ("Bonneville") dated 15 January, 2026. Bonneville has approved the appraisal.

2) Water. Section 3 of the Agreement is amended to acknowledge that the change application currently before the Washington State Department of Ecology (Ecology) for the change in purpose of use from irrigation water rights to instream use, and the related deed to be conveyed from Seller to Ecology's State Trust Water Rights Program, may not be finished by Closing. Seller's obligation to continue cooperating with CTUIR in that transaction, including reviewing and executing any necessary documents, will survive Closing until the change process is final and the deed is recorded.

3) Restoration. Section 4 of the Agreement is amended to acknowledge that the Seller's obligation to continue habitat restoration work will survive Closing.

4) Closing Date. Section 12 of the Agreement is amended to state that the sale shall be closed **no later than February 27, 2026**, but may be executed on an earlier date as mutually agreed upon by the parties in writing.

5) Property Description Amendments.

   a) The property acreage is amended to 438.79 acres, replacing references to 450.56 acres.

   b) The property legal description is amended to the legal description described in the survey attached as **Exhibit B**, Amended Survey of Property.

6) Attachment of Deed of Conservation and Restoration Easement. A substantially final copy of the Deed of Conservation and Restoration Easement, as mutually agreed upon by the Parties and Bonneville, is hereby attached to this Amendment as **Exhibit C**. The Conservation and Restoration Easement may be edited as necessary prior to the Closing Date.

7) Execution of Access Easement. The Agreement is amended to attach a substantially final copy of an access easement over and across Seller's fee-owned property to Buyer, the Confederated Tribes of the Umatilla Indian Reservation, and Bonneville to provide access to the Conservation and Restoration Easement ("**Access Easement**;" Exhibit D). The Access Easement shall be signed and recorded **no later than February 27, 2026**, but may be executed on an earlier date as mutually agreed in writing.

8) Grantor's 1031 Exchange. The parties acknowledge that Grantor intends to complete a tax-deferred exchange pursuant to Section 1031 of the Internal Revenue Code ("1031 Exchange"). Grantee agrees to reasonably cooperate with Grantor, Grantor's qualified intermediary, attorney, CPA, and the escrow officer in connection with such 1031 Exchange, provided that such cooperation shall be limited to ministerial actions and shall not (i) require any additional cost or expense to Grantee, (ii) impose any additional liability or obligation on Grantee, or (iii) delay the Closing.

   Grantor shall be solely responsible for all costs, fees, and compliance requirements associated with the 1031 Exchange. In the event the 1031 Exchange is not completed for any reason, such failure shall not affect the validity of this Agreement or the obligation of the parties to consummate the Closing.

9) No Other Modifications. Except as expressly modified by this Amendment, all other terms and conditions of the Agreement remain in full force and effect.

10) Ratification of Agreement. Except as specifically amended by this Amendment No. 1, all terms and conditions of the Agreement shall remain in full force and effect and are hereby ratified and affirmed.

11) Counterparts and Electronic Signatures. This Amendment may be executed in counterparts and transmitted electronically, each of which shall be deemed an original and all of which together shall constitute one and the same agreement.

[Balance of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate the day and year hereinabove written.

SELLER

TOUCHET RIVER RANCH, LLC,
A Washington State limited liability corporation

(b)(6)

JOHN B. GAILEY, Manager and Member

(b)(6)

SUSAN K. GAILEY, Manager and Member

BUYER

BLUE MOUNTAIN LAND TRUST, a
Washington nonprofit corporation

By: (b)(6)
AMANDA MARTINO, Executive Director,
Blue Mountain Land Trust

Notary Acknowledgment

STATE OF: Washington)
)ss.
County of: ~~Walla Walla~~ Benton)
TT

I certify that I know or have satisfactory evidence that JOHN B. GAILEY known to be a manager and member of TOUCHET RIVER RANCH, LLC, a Washington State limited liability corporation, is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

GIVEN under my hand and official seal this 27Th day of January, 2026.

TANNER TRUE
Notary Public
State of Washington
Commission # 24036044
My Comm. Expires Nov 20, 2028

(b)(6)

Notary Public in and for the State of Washington, residing at ~~Walla Walla~~ Richland, WA
TT

Notary Acknowledgment

STATE OF: Washington)
)ss.
County of: Walla Walla)

I certify that I know or have satisfactory evidence that SUSAN K. GAILEY known to be a manager and member of TOUCHET RIVER RANCH, LLC, a Washington State limited liability corporation, is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

GIVEN under my hand and official seal this 27Th day of January, 2026.

TANNER TRUE
Notary Public
State of Washington
Commission # 24036044
My Comm. Expires Nov 20, 2028

(b)(6)

Notary Public in and for the State of Washington, residing at ~~Walla Walla~~ Richland, WA
TT

Notary Acknowledgment

STATE OF: Washington) Florida
)ss.
County of: Walla Walla) Miami-Dade

I certify that I know or have satisfactory evidence that AMANDA MARTINO is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the EXECUTIVE DIRECTOR of the BLUE MOUNTAIN LAND TRUST to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this 30th day of January, 2026.

(b)(6)

Notary Public in and for the State of Washington, residing at Walla Walla, WA
Florida Miami-Dade

NATHALLIES BRITTO
Notary Public - State of Florida
Commission # HH 236474
Expires on March 22, 2026

Notarized remotely online using communication technology via Proof.

Exhibit A
Purchase and Sale Agreement

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (this "Agreement"), dated effective as of November 5 2024 (the "Effective Date"), is between JOHN B. GAILEY and SUSAN K. GAILEY, managers of TOUCHET RIVER RANCH, LLC having an address of 222 Indian Court, Richland, WA, 99354 (hereinafter referred to as "Seller") and BLUE MOUNTAIN LAND TRUST, a Washington nonprofit public benefit corporation having an address of PO Box 1473, Walla Walla, WA 99362 (hereinafter referred to as "Buyer").

WITNESSETH:

1. **PROPERTY/EASEMENT:** The Seller agrees to sell, and the Buyer agrees to purchase a "Conservation and Restoration Easement" to be negotiated and mutually agreed upon by Seller, Buyer, and project funders prior to closing and later attached in a subsequent amendment as **Exhibit A** (Deed of Conservation and Restoration Easement) over the property legally described in **Exhibit B** (Legal Description of Conservation and Restoration Easement) and depicted in **Exhibit C** (Conservation and Restoration Easement Survey). The Conservation and Restoration Easement is located on a portion of Seller's fee-owned property situated in the County of Walla Walla, State of Washington, consisting of 450.56 acres and which is legally described in Conservation and Restoration Easement.

2. **ACCESS EASEMENT.** Additionally, the Seller will also convey an "Access Easement," in substantially the same form as shown in **Exhibit D** (Access Easement) over and across Seller's fee-owned property to Buyer, the Confederated Tribes of the Umatilla Indian Reservation, and the Bonneville Power Administration to provide access to the Conservation and Restoration Easement in a location to be mutually agreed upon and legally described, and attached in a subsequent amendment to this Purchase and Sale Agreement.

3. **WATER**: As part of this transaction, the Seller, in partnership with the Confederated Tribes of the Umatilla Indian Reservation, will file an application with the Washington State Department of Ecology ("Ecology") for a change purpose of use from irrigation water rights to in-stream use (Certificate 345, **Exhibit E**). The net effect of this Agreement is the transfer of 208.76 acres of irrigation water rights from Certificate 345 to a permanent instream water right to Ecology, Trust Water Rights Program for the benefit of fish and wildlife ("Protected Water"). Ecology has yet to approve the Seller's application. Simultaneous with the recordation of the Conservation and Restoration Easement, the Seller will convey the Protected Water to Ecology by deed, to be later attached in an amendment as **Exhibit F** (Water Rights Certificate).

4. RESTORATION. Seller agrees to adhere to provisions, restrictions, and scope of work outlined in **Exhibit G,** the Riparian Conservation Agreement between Seller and Confederated Tribes of the Umatilla Indian Reservation (CTUIR).

5. TITLE ENCUMBRANCES. The Conservation and Restoration Easement and the Access Easement are subject to the title encumbrances listed in **Exhibit H** (Title Encumbrances).

6. PURCHASE PRICE AND TERMS: Seller agrees to sell the 450.56-acre Conservation and Restoration Easement, the Access Easement, and the permanent instream transfer of the water rights (208.76 acres of irrigation water rights) for a purchase price determined by a federally compliant Yellowbook appraisal. If the appraisal yields a higher value than $2,600,000, Seller agrees to proceed with the sale at the appraised value. If the appraisal yields a lower value than $2,600,000, Seller is under no obligation to proceed with the sale. Both Buyer and Seller acknowledge that the purchase price is contingent on final appraisal approval and BPA's funding and review process.

The Bonneville Power Administration "BPA", a federal agency, upon successful completion of its due diligence, will provide the funding for the Buyer pursuant to agreement with the Confederated Tribes of the Umatilla Indian Reservation.

Upon BPA's successful due diligence, the purchase price will be provided by BPA on Buyer's behalf to be paid to the Seller in cash, or cash equivalent acceptable to Seller, at closing.

Upon execution of this Agreement by both parties, Buyer shall open escrow with TitleOne, a Title and Escrow Company ("Closing Agent"), and deposit the sum of One Hundred Dollars and No Cents ($100.00) with the Closing Agent (as that term is defined herein) as earnest money ("Earnest Money").

Purchase of the Conservation and Restoration Easement, the Access Easement, and Protected Water shall be contingent on Buyer's receipt of Bonneville Power Administration's funding and successful completion of BPA's due diligence process; review and approval of all changes made to the deeds by all parties; and on terms satisfactory to Buyer and BPA. Buyer shall notify Seller by the closing date hereof if this contingency is not satisfied, and upon such notice, this Agreement shall terminate and neither party shall have any further rights or obligations hereunder. If Buyer provides no notice thereof, this contingency shall be deemed satisfied. Upon termination of this Agreement all Escrow funds will be returned to Buyer with no penalties incurred.

7. CONDITIONS TO SELLER'S PERFORMANCE. The obligations of the Seller are conditioned upon the following. If any condition set forth in this Section is not satisfied by the Closing Date, or such later date as Seller and Buyer agree upon in

writing, this Agreement shall terminate and the Earnest Money shall be returned to Buyer.

A. The representations of Buyer in this Agreement are true and correct.

B. The Purchase Price, as determined by a qualified and funder-approved appraisal, is the value approved by Seller.

C. Seller and Buyer having agreed to the final form of the Conservation and Restoration Easement and all its terms.

D. Seller acknowledges and agrees that the sale of the Conservation and Restoration Easement, Access Easement, and permanent instream transfer of the water rights is contingent upon a federally compliant Yellowbook appraisal. In the event that the appraised value exceeds $2,600,000, Seller agrees to proceed with the sale at the appraised value, and Seller's obligation to sell shall not be contingent on their approval of the appraised amount. Seller waives any right to renegotiate, rescind, or reject the sale based solely on the appraised value exceeding $2,600,000. If the appraisal yields a lower value than $2,600,000, Seller is under no obligation to proceed with the sale.

8. POSSESSION: Buyer shall be entitled to possession of the Conservation and Restoration Easement and the Access Easement on the closing date of this transaction. Buyer acknowledges that the easements do not grant to Buyer a possessory interest in the property.

9. TITLE INSURANCE: Buyer holds a standard form policy of title insurance or report preliminary thereto to be issued by TitleOne, a Title and Escrow Company. The title policy to be issued shall contain no exceptions other than those provided for in such standard form plus encumbrances identified in Exhibit F. Delivery of such policy or title report to the closing agent named herein shall constitute delivery to Seller. If title is not so insurable as above provided and cannot be made so insurable by the closing date set forth below, this Agreement shall be terminated; provided, however, Buyer may waive defects and elect to purchase.

10. REPRESENTATIONS AND CONDITIONS OF PROPERTY INTEREST: Seller represents, warrants and covenants to Buyer as to the following matters and shall be deemed to remake all of the following representations, warranties and covenants as of the closing date:

A. All covenants, conditions and restrictions, easements and similar matters that affect the easement have been satisfied except for those identified on Exhibit F.

B. Seller has not received any notice of and is not aware of any actual, alleged, or threatened release of any Hazardous Substance on the property. Seller has not received any notice of and is not aware of, any actual or alleged violation with respect to the property of any federal, state or local statute, ordinance, rule, regulation or other law pertaining to Hazardous Substances and no action or proceeding is pending before or appealable from any court, quasi-judicial or administrative agency relating to hazardous substances released or threatened to be released to the environment from the property or affecting the property (i.e., offsite contamination). "Hazardous Substances" means any hazardous, toxic or dangerous substance, waste or material that is regulated under any federal, state or local law pertaining to environmental protection, contamination, clean-up or liability. The term includes, without limitation, (1) any substances designated a "Hazardous Substance" under the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") (42 U.S.C. § 9601 et seq.), 42 U.S.C. § 9601(14), and/or under the Model Toxics Control Act (chapter 70.105D RCW), as these statutes shall be amended from time to time, and (2) any substances that, after being released into the environment and upon exposure, ingestion, inhalation, or assimilation, either directly from the environment or indirectly by ingestion through the food chain, will or may reasonably be anticipated to cause death, disease, behavior abnormalities, cancer and/or genetic abnormalities in humans, plants or animals. "Release" means any intentional or unintentional entry of any hazardous substance into the environment and incorporates the full definition of a release under CERCLA 42 U.S.C. § 9601(22).

C. Seller represents and warrants that: (1) Seller has all requisite power and authority to execute and deliver this Agreement and to carry out its obligation hereunder and the transactions contemplated hereby; (2) this Agreement has been, and the documents contemplated hereby will be, duly executed and delivered by Seller and constitute the Seller's legal, valid and binding obligation enforceable against Seller in accordance with its terms; (3) the consummation by Seller of the sale of the deeds is not in violation of or in conflict with nor does it constitute a default under any term or provision of any operating agreement of Seller, or any of the terms of any agreement or instrument to which Seller is or may be bound, or of any provision of any applicable law, ordinance, rule or regulation of any governmental authority or of any provision of any applicable order, judgment or decree of any court, arbitrator or governmental authority; and (4) Touchet River Ranch, LLC is the only holder of all fee simple ownership and John B. Gailey and Susan K. Gailey, managers, are the only persons required to sign to make this Agreement and the easement the valid obligation of Seller.

D. Seller agrees to defend, hold harmless, and indemnify Buyer from and against any claims, demands, penalties, fees, liens, damages, losses, expenses, including reasonable attorneys' fees and costs incurred by Buyer for liability resulting from any breach of the warranties and representations in this Agreement.

E. The representations, warranties, covenants and indemnity provided in this Section 7 of the Agreement shall survive closing.

11. DISCLAIMER OF WARRANTIES: Buyer agrees that it has ascertained from sources other than Seller the applicable zoning and other regulatory ordinances and laws and that Buyer accepts the deeds with full awareness of these ordinances and laws as they may affect the present use or any intended future use of the property and Seller makes no representations with respect thereto.

12. CLOSING AND COSTS: This sale shall be closed no later than January 31, 2026, or earlier as the parties hereto may agree, at the offices of TitleOne, a Title and Escrow Company of Walla Walla, WA. If Buyer fails to close at the agreed date, Seller is under no obligation to sell. Buyer and Seller shall deposit in escrow with the closing agent all instruments and monies necessary to complete the purchase in accordance with this Agreement.

Buyer agrees to pay for the cost of a standard form title insurance policy, the recording fees for the Conservation and Restoration Easement, the Access Easement, and the deed conveying the Protected Water, and pay the escrow fee. Buyer shall not pay any taxes, including but not limited to excise taxes. Nothing in this paragraph shall cause Buyer to be liable for any tax consequences associated with this transaction.

Seller agrees to pay Seller's attorney fees and costs including but not limited to those costs incurred in the preparation of and review of this Agreement and the deeds. Buyer agrees to pay Buyer's attorney fees and costs incurred in the preparation of and review of this Agreement and the deeds.

Extension of the closing date may be mutually agreed upon in writing between Buyer and Seller.

13. NOTICES: All notices required under this agreement shall be given when actually delivered or when deposited in the U.S. Mail, as certified mail, return-receipt requested, and addressed as follows:

TO SELLER:
TOUCHET RIVER RANCH, LLC
JOHN B. GAILEY AND SUSAN K. GAILEY, MANAGER(S)
222 INDIAN CT

RICHLAND, WA, 99354

TO BUYER:
BLUE MOUNTAIN LAND TRUST
P O BOX 1473
WALLA WALLA, WA, 99362

Either party may change its address where notice may be served upon them by giving written notice thereof in the manner provided.

14. DEFAULT: Time is of the essence of this Agreement. "Default" is the failure of any party, without legal excuse, to complete the purchase or sale of the Property by Seller. In the event Buyer fails without legal excuse to complete the purchase of the easement, Seller may seek specific performance, damages, rescissions or such other remedies as may be allowed in law or equity. In the event Seller fails without legal excuse to complete the sale of the easement, Buyer may seek specific performance, damages, rescissions or such other remedies as may be allowed in law or equity.

15. COSTS & ATTORNEY FEES: If any suit, action, arbitration or other proceedings of any nature whatsoever (including any proceedings under the U.S. Bankruptcy Code) is instituted in connection with any controversy arising out of this Agreement, or to interpret or enforce any rights or obligations hereunder, the substantially prevailing party shall be entitled to recover its reasonable attorneys' fees, and costs incurred in connection therewith as determined by the judge or arbitrator at trial or other proceeding, or on an appeal or review, in addition to all other amounts provided by law.

16. JURISDICTION AND VENUE/GOVERNING LAW: If any suit, action, arbitration or other proceedings of any nature whatsoever is instituted in connection with any controversy arising out of this Agreement, or to interpret or enforce any rights or obligations hereunder, the parties agree that venue and jurisdiction for such proceedings shall be in Walla Walla County Washington. This Agreement and the rights of the Parties shall be governed by and construed in accordance with the laws of the State of Washington.

17. WAIVER: Failure of either party at any time to require performance of any provision of this Agreement shall not limit the right of a non-defaulting party to enforce the provisions nor shall any waiver by either party or any breach of any provision be a waiver of any succeeding breach of that provision or a waiver of that provision itself or any other provision.

18. SUCCESSOR INTEREST: This Agreement shall be binding upon and shall inure to the benefit of the parties, their successors, permitted assigns, heirs and executors.

19. ASSIGNMENT: It is agreed that Buyer may not assign this Agreement without the prior written consent of Seller.

20. SEVERABILITY: If any court determines that any provision of this Agreement is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this Agreement invalid or unenforceable and such provision shall be modified, amended or limited only to the extent necessary to render it valid and enforceable.

21. PRIOR AGREEMENTS: This document is the entire, final and complete Agreement of the parties pertaining to the sale and purchase of the Conservation and Restoration Easement, the Access Easement, and the Protected Water. This Agreement supersedes and replaces all written and oral agreements hereto made or existing by and between the parties or their representatives insofar as the property is concerned.

22. EXHIBITS: All exhibits attached to this Agreement shall be part of this Agreement incorporated herein where applicable as if fully set forth herein.

23. SURVIVAL CLAUSE: The covenants contained herein shall survive closing of this matter and shall remain in full force and effect and be enforceable between the parties after closing of this transaction.

24. FUNDING PROVIDED BY BPA. Buyer's ability to close this transaction is contingent upon receiving funding by BPA. If BPA fails to provide the funding, this Agreement shall terminate, and neither party shall have any further rights or obligations hereunder.

25. COUNTERPART SIGNATURES. This Agreement may be signed in two or more counterparts, each of which shall be an original but all of which, when considered together, shall constitute a fully signed Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate the day and year hereinabove written.

SELLER

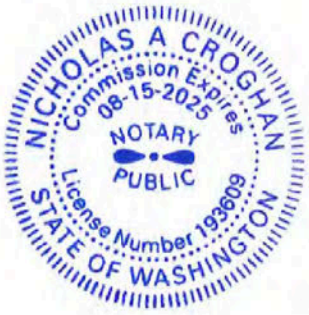
TOUCHET RIVER RANCH, LLC,
A Washington State limited liability corporation

(b)(6)

JOHN B. GAILEY, Manager

(b)(6)

SUSAN K. GAILEY, Manager



4 nov 2024

BUYER

BLUE MOUNTAIN LAND TRUST, a
Washington nonprofit corporation

By: (b)(6)

AMANDA MARTINO, Executive Director,
Blue Mountain Land Trust

19 nov 2024

Notary Acknowledgment

STATE OF: Washington)
)ss.
County of: Walla Walla)

I certify that I know or have satisfactory evidence that JOHN B. GAILEY known to be a manager of TOUCHET RIVER RANCH, LLC, a Washington State limited liability corporation, is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

GIVEN under my hand and official seal this 5th day of November, 2024.

(b)(6)

Notary Public in and for the State of Washington, residing at Walla Walla, WA

Notary Acknowledgment

STATE OF: Washington)
)ss.
County of: Walla Walla)

I certify that I know or have satisfactory evidence that SUSAN K. GAILEY known to be a manager of TOUCHET RIVER RANCH, LLC, a Washington State limited liability corporation, is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

GIVEN under my hand and official seal this 6th day of November, 2024.

(b)(6)

Notary Public in and for the State of Washington, residing at Walla Walla, WA

Notary Acknowledgment

STATE OF: Washington)
)ss.
County of: Walla Walla)

I certify that I know or have satisfactory evidence that AMANDA MARTINO is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the EXECUTIVE DIRECTOR of the BLUE MOUNTAIN LAND TRUST to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this 19th day of November, 2024.

(b)(6) [redacted]

Notary Public in and for the State of Washington, residing at Walla Walla, WA

Exhibit A
Deed of Conservation and Restoration Easement

To be mutually agreed upon and later attached in an amendment to this Purchase and Sale Agreement

Exhibit B
Legal Description of Conservation and Restoration Easement

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, THE WEST HALF OF THE WEST HALF OF SECTION 32, THE EAST HALF OF THE NORTHEAST QUARTER, THE SOUTHEAST QUARTER, THE SOUTHEAST QUARTER AND THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 31, ALL IN TOWNSHIP 9 NORTH, RANGE 34 EAST OF THE WILLAMETTE MERIDIAN; THE NORTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 8 NORTH, RANGE 34 EAST OF SAID WILLAMETTE MERIDIAN; AND THE NORTHEAST QUARTER OF SECTION 1 IN TOWNSHIP 8 NORTH, RANGE 33 EAST OF SAID WILLAMETTE MERIDIAN, SAID LANDS BEING A PORTION OF THOSE LANDS CONVEYED TO IVAN J. ECCLES AND EDNA ECCLES BY THAT WARRANTY DEED RECORDED MAY 8, 1968 IN BOOK 326 OF DEEDS AT PAGE 601 UNDER AUDITOR'S FILE NO. 494082, EXCEPTING THEREFROM THOSE LANDS CONVEYED TO CASEY FARMS, INC. BY THAT WARRANTY FULFILLMENT DEED RECORDED JANUARY 6, 1978 IN VOLUME 74 OF DEEDS AT PAGE 345 UNDER AUDITOR'S FILE NO. 1978-00153, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 31 IN TOWNSHIP 9 NORTH, RANGE 34 EAST, WILLAMETTE MERIDIAN, WHICH POINT IS ALSO THE SOUTHEAST CORNER OF THOSE LANDS CONVEYED TO IVAN J. ECCLES AND EDNA ECCLES BY THAT WARRANTY DEED RECORDED MAY 8, 1968 IN BOOK 326 OF DEEDS AT PAGE 601 UNDER AUDITOR'S FILE NO. 494082, SAID POINT BEING MARKED BY A 3/4-INCH IRON ROD, FROM WHICH A 1/2-INCH IRON REBAR MARKING THE SOUTHWEST CORNER OF SAID SECTION 31 BEARS S88"47'10"W A DISTANCE OF 5285.49 FEET, AND RUNNING THENCE ALONG THE BOUNDARY OF SAID ECCLES LANDS BY THE FOLLOWING COURSES AND DISTANCES: ALONG THE SOUTH LINE OF SAID SECTION 31, S88"47'10"W A DISTANCE OF 1321.37 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 31; THENCE ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, N01 "16'09"W A DISTANCE OF 125.00 FEET; THENCE N82"34'11"W A DISTANCE OF 339.27 FEET; THENCE S55"00'59"W A DISTANCE OF 316.61 FEET TO A POINT ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE CONTINUING S55"00'59"W A DISTANCE OF 179.37 FEET; THENCE S68"27'59"W A DISTANCE OF 261.61 FEET;
THENCE S5T49'59"W A DISTANCE OF 292.28 FEET; THENCE S51"42'59"W A DISTANCE OF 1221.10 FEET; THENCE S72"27'59"W A DISTANCE OF 971.45 FEET; THENCE

S84"08'59"W A DISTANCE OF 270.26 FEET; THENCE N86"59'01 "W A DISTANCE OF 298.41 FEET; THENCE S75"03'59"W A DISTANCE OF 251.06 FEET TO A POINT ON THE EAST LINE OF SECTION 1 IN TOWNSHIP 8 NORTH, RANGE 33 EAST OF SAID WILLAMETTE MERIDIAN; THENCE S73"33'21"W A DISTANCE OF 799.95 FEET; THENCE S76"58'21"W A DISTANCE OF 323.96 FEET; THENCE N88"04'39"W A DISTANCE OF 332.28 FEET; THENCE S73"28'21 "W A DISTANCE OF 257.67 FEET; THENCE S4T29'21"W A DISTANCE OF 514.94 FEET; THENCE S40"39'21"W A DISTANCE OF 799.86 FEET TO A POINT IN A LINE PARALLEL WITH AND 30.00 FEET EAST OF THE WEST LINE OF THE EAST HALF OF SAID SECTION 1, SAID POINT BEARING N40"39'21"E A DISTANCE OF 60.08 FEET FROM A POINT IN SAID WEST LINE OF THE EAST HALF WHICH IS 2432.20 FEET SOUTH, MEASURED ALONG SAID WEST LINE, FROM THE NORTHWEST CORNER OF SAID EAST HALF OF SECTION 1;

THENCE ALONG SAID PARALLEL LINE, N01"05'26"W A DISTANCE OF 2277.16 FEET TO A POINT IN THE SOUTH LINE OF THOSE LANDS CONVEYED TO CASEY FARMS, INC. BY THAT WARRANTY FULFILLMENT DEED RECORDED JANUARY 6, 1978 IN VOLUME 74 OF DEEDS AT PAGE 345 UNDER AUDITOR'S FILE NO. 1978-00153, SAID POINT BEARING S21"02'14"E A DISTANCE OF 117.26 FEET FROM A POINT IN SAID WEST LINE OF THE EAST HALF OF SECTION 1 WHICH IS 281.00 FEET SOUTH, MEASURED ALONG SAID WEST LINE, FROM SAID NORTHWEST CORNER OF SAID EAST HALF; THENCE LEAVING THE BOUNDARY OF SAID ECCLES LANDS AND RUNNING ALONG THE BOUNDARY OF SAID CASEY LANDS BY THE FOLLOWING COURSES AND DISTANCES:

S21"02'14"E A DISTANCE OF 47.60 FEET; THENCE S41"37'14"E A DISTANCE OF 92.92 FEET; THENCE S11"17'14"E A DISTANCE OF 109.90 FEET; THENCE S14"23'14"E A DISTANCE OF 462.59 FEET; THENCE N61"07'46"E A DISTANCE OF 174.84 FEET; THENCE N55"54'46"E A DISTANCE OF 99.91 FEET; THENCE N42"04'46"E A DISTANCE OF 189.83 FEET; THENCE N75"11'46"E A DISTANCE OF 150.07 FEET; THENCE N44"49'46"E A DISTANCE OF 454.59 FEET; THENCE N70"14'46"E A DISTANCE OF 69.94 FEET; THENCE N6T45'46"E A DISTANCE OF 526.53 FEET; THENCE N84"32'46"E A DISTANCE OF 214.81 FEET; THENCE N71"35'46"E A DISTANCE OF 134.88 FEET; THENCE N64"44'46"E A DISTANCE OF 384.66 FEET; THENCE N60"13'46"E A DISTANCE OF 41.66 FEET TO THE NORTH LINE OF SAID SECTION 1;

THENCE LEAVING SAID BOUNDARY OF THE CASEY LANDS AND RUNNING ALONG SAID NORTH LINE OF SECTION 1, N88"43'42"E A DISTANCE OF 250.46 FEET TO THE NORTHEAST CORNER OF SAID SECTION 1, WHICH IS ALSO THE WEST LINE OF SECTION 31 AFORESAID; THENCE ALONG SAID WEST LINE OF SECTION 31,

N01"35'34"W A DISTANCE OF 135.57 FEET TO A POINT IN THE AFORESAID BOUNDARY OF THE CASEY LANDS;

THENCE CONTINUING ALONG SAID BOUNDARY OF THE CASEY LANDS BY THE FOLLOWING COURSES AND DISTANCES:

N60"13'46"E A DISTANCE OF 243.70 FEET; THENCE N59"17'46"E A DISTANCE OF 289.74 FEET; THENCE S28"30'14"E A DISTANCE OF 119.89 FEET; THENCE N88"20'46"E A DISTANCE OF 319.71 FEET; THENCE N69"24'46"E A DISTANCE OF 249.78 FEET; THENCE N65"02'46"E A DISTANCE OF 399.64 FEET; THENCE N5T24'46"E A DISTANCE OF 129.88 FEET; THENCE N39"57'46"E A DISTANCE OF 264.76 FEET; THENCE N69"19' 46"E A DISTANCE OF 169.85 FEET; THENCE N58"20' 46"E A DISTANCE OF 279. 75 FEET; THENCE N50"04'46"E A DISTANCE OF 157.86 FEET; THENCE N42"39'46"E A DISTANCE OF 259.77 FEET; THENCE N48"02'46"E A DISTANCE OF 254.77 FEET; THENCE N58"32'46"E A DISTANCE OF 239.79 FEET; THENCE N70"43' 46"E A DISTANCE OF 214.81 FEET; THENCE N64"37' 46"E A DISTANCE OF 279. 75 FEET; THENCE S73"30'14"E A DISTANCE OF 729.35 FEET; THENCE S64"03'14"E A DISTANCE OF 169.85 FEET; THENCE S79"54'14"E A DISTANCE OF 84.92 FEET; THENCE N69"22'46"E A DISTANCE OF 199.82 FEET; THENCE N51"32'46"E A DISTANCE OF 373.87 FEET; THENCE N48"52'46"E A DISTANCE OF 439.61 FEET; THENCE N3T39'46"E A DISTANCE OF 199.82 FEET; THENCE N09"40'46"E A DISTANCE OF 279.75 FEET; THENCE N18"26'46"E A DISTANCE OF 415.63 FEET; THENCE N31"02'14"W A DISTANCE OF 616.45 FEET; THENCE N35"19'14"W A DISTANCE OF 249.78 FEET; THENCE N10"30'14"W A DISTANCE OF 369.67 FEET; THENCE N12"55'14"W A DISTANCE OF 279.75 FEET; THENCE N48"39'46"E A DISTANCE OF 219.80 FEET; THENCE S5T57'14"E A DISTANCE OF 344.69 FEET; THENCE S82"38'14"E A DISTANCE OF 59.95 FEET; THENCE N78"23'46"E A DISTANCE OF 79.93 FEET; THENCE N29"03'46"E A DISTANCE OF 111.90 FEET; THENCE N23"31'46"E A DISTANCE OF 224.80 FEET; THENCE N1T10'46"E A DISTANCE OF 199.82 FEET;

THENCE LEAVING SAID BOUNDARY OF THE CASEY LANDS AND RUNNING N24"08'29"E A DISTANCE OF 826.33 FEET; THENCE S6T01'57"E A DISTANCE OF 707.17 FEET TO A POINT IN THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 32 IN TOWNSHIP 9 NORTH, RANGE 34 EAST, WILLAMETTE MERIDIAN AFORESAID, WHICH IS ALSO THE EAST LINE OF THE AFOREMENTIONED ECCLES LANDS; THENCE ALONG THE BOUNDARY OF SAID ECCLES LANDS BY THE FOLLOWING COURSES AND DISTANCES:

ALONG SAID EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 32, S01"14'53"E A DISTANCE OF 2478.99 FEET TO THE SOUTHEAST

CORNER OF SAID WEST HALF OF THE NORTHWEST QUARTER; THENCE ALONG THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 32, S01"14'49"E A DISTANCE OF 2642.15 FEET TO THE SOUTHEAST CORNER OF SAID WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 32; THENCE ALONG THE SOUTH LINE OF SAID WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 32, S88"50'35"W A DISTANCE OF 1322.75 FEET TO THE POINT OF BEGINNING,

HAVING AN AREA OF 19,622,853.0 SQUARE FEET, 450.48 ACRES, MORE OR LESS.

SITUATED IN THE COUNTY OF WALLA WALLA, STATE OF WASHINGTON.

Exhibit C
Conservation and Restoration Easement Survey

33380025

RECORD OF SURVEY

FOR A CONSERVATION EASEMENT

LOCATED IN THE S.E. 1/4 OF SEC. 36, T9N R33E, W.M.; THE S.W. 1/4 OF SEC. 29, THE S.E. 1/4 OF SEC. 30, THE N.E. 1/4 AND THE S. 1/2 OF SEC. 31, THE W. 1/2 OF THE W. 1/2 OF SEC. 32, T9N R34E, W.M.; THE N.E. 1/4 OF SEC. 1, T8N R33E, W.M.; AND THE N. 1/2 OF SEC. 6, T8N R34E, W.M., WALLA WALLA COUNTY, WASHINGTON

SURVEYOR'S NOTES

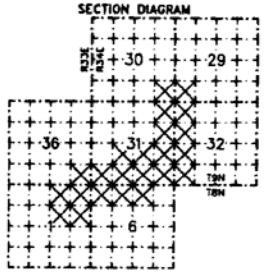
1. THIS SURVEY WAS PERFORMED AT THE REQUEST OF BLUE MOUNTAIN LAND TRUST TO IDENTIFY THE BOUNDARY OF THE LANDS OWNED BY JOHN & SUSAN GAILEY AS TOUCHET RIVER RANCH LLC, IN ORDER TO CREATE AN EASEMENT FOR CONSERVATION OUT OF A PORTION OF THE GAILEY PROPERTY.
2. THIS SURVEY WAS PERFORMED WITH RTK TECHNIQUES USING TRIMBLE R-10 & R-12i RECEIVERS HAVING STANDARD ERRORS OF 8MM + 2PPM. MONUMENTS SHOWN WERE VISITED IN JANUARY & FEBRUARY 2024. THIS SURVEY MEETS OR EXCEEDS THE ACCURACY STANDARDS OUTLINED IN WAC 332-130.
3. AFN 4940482 INDICATES THAT A 30-FOOT STRIP EAST OF AND ADJACENT TO THE NORTH-SOUTH CENTERLINE OF SECTION 1 IS EXCEPTED FROM THE LANDS CONVEYED TO ECCLES; AFNS 1978-00153 AND 2012-00165 DO NOT NOTE THIS EXCEPTION. THE COUNTY ASSESSOR'S MAP AS WELL AS AFN 2021-08227 INDICATES THAT THIS 30-FOOT STRIP IS OWNED BY TOUCHET FARM LLC, WHICH ALSO OWNS LANDS IN SECTIONS 1 AND 36 ADJACENT TO THE NORTH OF GAILEY. THIS SURVEY DOES NOT ATTEMPT TO RESOLVE THIS ISSUE; WE HAVE SHOWN HEREON THE WEST BOUNDARY OF THE GAILEY LANDS AS BEING 30 FEET EAST OF THE NORTH-SOUTH CENTERLINE OF SECTION 1.
4. THE PORTIONS OF THE GAILEY BOUNDARY NOT RUNNING ALONG SECTION SUBDIVISION LINES APPEAR TO BE INTENDED TO FOLLOW NATURAL TOPOGRAPHIC FEATURES, IN PARTICULAR THE BLUFFS ON EITHER SIDE OF THE TOUCHET RIVER. TO ACCOUNT FOR DISCREPANCIES BETWEEN MEASURED DISTANCES TO FOUND PHYSICAL EVIDENCE AND DEED DIMENSIONS, GRANT BOUNDARY ADJUSTMENTS WERE MADE TO THE DEED DIMENSIONS BETWEEN CORNER POINTS 4 AND 12 (SEE CORNER NOTES), POINTS 5 AND 7, AND POINTS 7 AND 18. THE RESULTING LINES GENERALLY CORRESPOND TO TOPOGRAPHIC FEATURES, ANCIENT FENCES, AND CULTIVATION LINES. ALSO NOTEWORTHY IS AN ANCIENT FENCE RUNNING ALONG PORTIONS OF THE EAST BOUNDARY, WHICH FALLS 114 FEET WEST OF THE SOUTHEAST CORNER OF THE GAILEY LANDS AND RUNS IN A GENERALLY STRAIGHT LINE TO A POINT ABOUT 36' WEST OF THE NORTHEAST CORNER OF GAILEY, WHICH INDICATES THE POSSIBILITY OF OWNERSHIP RIGHTS OF THE PARTIES IN POSSESION.

CORNER NOTES

SEE ADDITIONAL NOTES ON SHEET 2

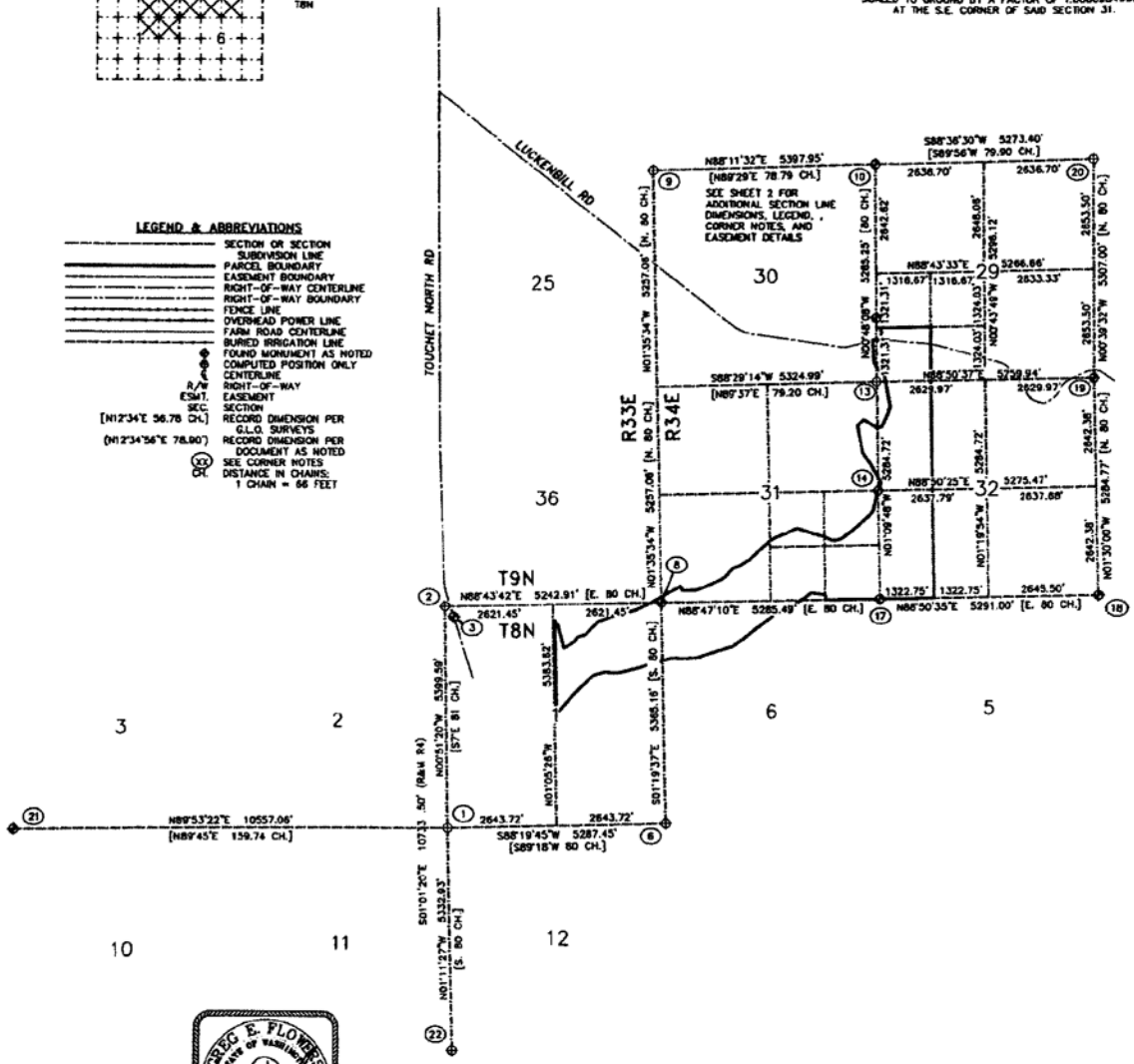
1. COMPUTED POSITION BY DOUBLE-PROPORTION BETWEEN N.W. CORNER SECTION 10 & S.E. CORNER SECTION 1, AND N.W. CORNER SECTION 1 & S.W. CORNER SECTION 12 (T8N R33E)
2. POSITION OF 1" PIPE COMPUTED AT RECORD BEARINGS & DISTANCES FROM ℄ STA. 756+61.25 PER R2
3. BRASS CAP AT TOUCHET NORTH RD. ℄ STA. 756+61.25 P.C.
4. POINT ON N-S SECTION ℄ 281.0' S. OF 1/4 CORNER PER D3
5. POINT ON N-S SECTION ℄ 2713.2' S. OF 1/4 CORNER PER D2
6. HELD CORNER OF FENCES RUNNING N-S & W
7. POINT ON SECTION LINE 1408.3' S. OF CORNER PER D2
8. FOUND STONE MOUND; SET 1/2" REBAR IN CENTER
9. HELD FIELD CORNER AS SHOWN ON R3, HELD FOR RANGE LINE.
10. FOUND 3' LONG IRON PLATE SET VERTICAL IN GROUND ON N. SIDE FENCE CORNER POST. A 1' DIA. POLE WITH HAWK PERCH STANDS 10' S.W.
11. FOUND 1-1/2" IRON ROD WITH MUSHROOMED TOP AT FENCE CORNER (NOT HELD)
12. POINT ON N. LINE S.W. 1/4 S.W. 1/4 SECTION 29 88.3' E. OF CORNER PER D4
13. COMPUTED POSITION AT PROPORTIONATE DISTANCE BETWEEN W. 1/4 SECTION 32 AND N.W. CORNER SECTION 29, ON PROJECTED W. LINE S.W. 1/4 SECTION 32
14. FOUND WAGON SKEIN
17. FOUND 3/4" IRON PIN AT FENCE CORNER
18. FOUND 3/4" IRON PIPE UNDER STONE PER LOR 9004579
19. COMPUTED POSITION OF BRASS CAP AT RECORD BEARING & DISTANCE N. OF S.E. CORNER SECTION 32 PER R5. THE BRASS CAP WAS NOT FOUND; WE FOUND A BENT 3/4" IRON PIN S16°16'20"W 9.78'.
20. COMPUTED POSITION OF TRACTOR PISTON AT RECORD DISTANCE (PER R1) N. OF S.E. CORNER AND RECORD DISTANCE (PER GLO) E. OF N.W. CORNER OF SECTION 29
21. ↑D. 1" PIPE PER R4
22. POSITION COMPUTED AT RECORD BEARING & DISTANCE FROM N.W. CORNER SECTION 1

SECTION DIAGRAM



LEGEND & ABBREVIATIONS

- SECTION OR SECTION SUBDIVISION LINE
- PARCEL BOUNDARY
- EASEMENT BOUNDARY
- RIGHT-OF-WAY CENTERLINE
- RIGHT-OF-WAY BOUNDARY
- FENCE LINE
- OVERHEAD POWER LINE
- FARM ROAD CENTERLINE
- BURIED IRRIGATION LINE
- FOUND MONUMENT AS NOTED
- COMPUTED POSITION ONLY
- ℄ CENTERLINE
- R/W RIGHT-OF-WAY
- ESMT. EASEMENT
- SEC. SECTION
- [N12°34'E 56.78 CH.] RECORD DIMENSION PER G.L.O. SURVEYS
- (N12°34'56"E 78.90') RECORD DIMENSION PER DOCUMENT AS NOTED
- (XX) SEE CORNER NOTES
- DISTANCE IN CHAINS: 1 CHAIN = 66 FEET



AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS 14 DAY OF May, 2024, AT THE REQUEST OF GREG E. FLOWERS, IN BOOK 14 AT PAGE 137 OF RECORD OF SURVEYS

[redacted] Clerk

WALLA WALLA COUNTY AUDITOR

SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN ACCORDANCE WITH THE SURVEY RECORDING ACT AND AT THE REQUEST OF BLUE MOUNTAIN LAND TRUST

[redacted]

GREG E. FLOWERS PLS 19619

5/1/2024

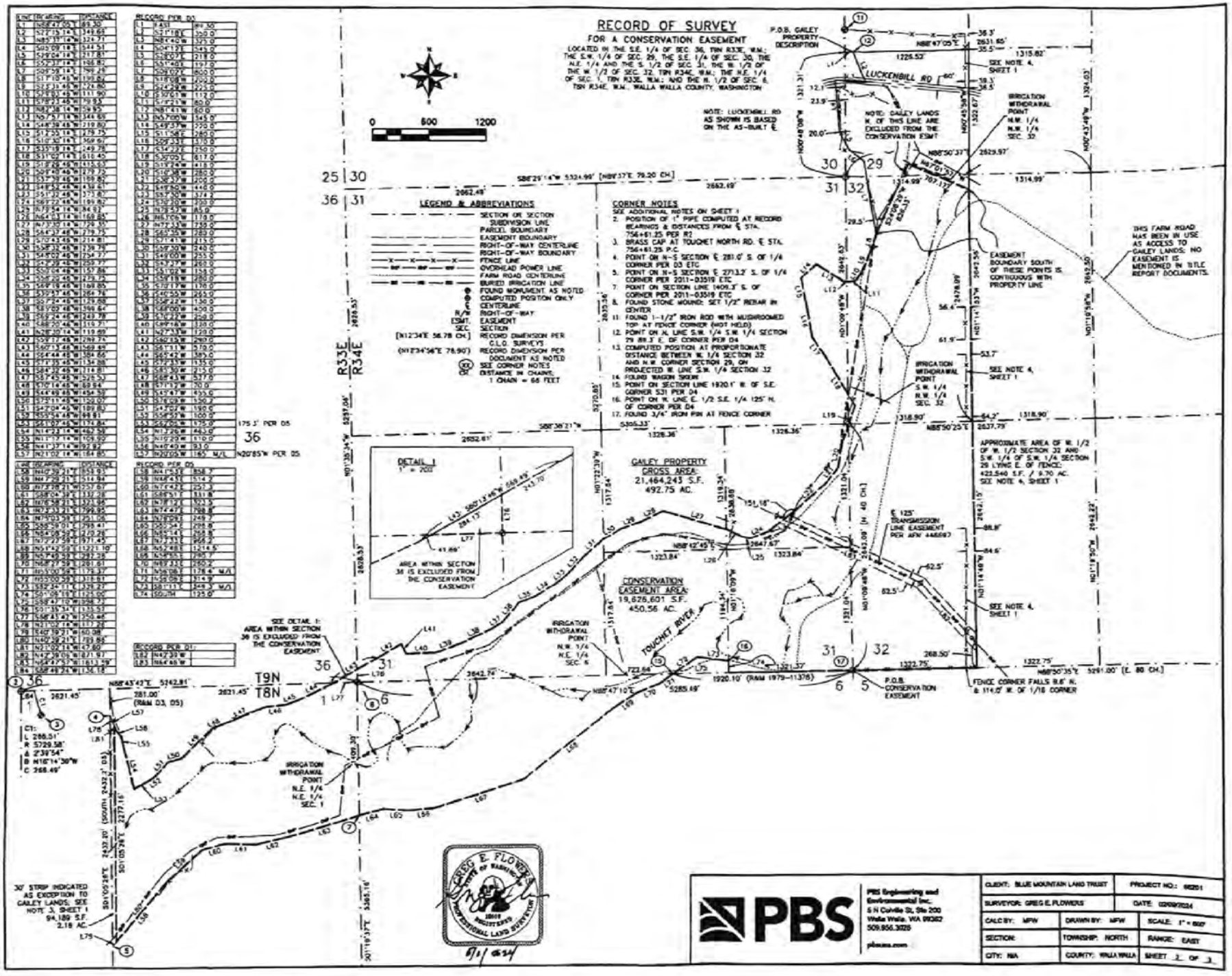
PBS Engineering and Environmental Inc.
5 N Colville St, Ste 200
Walla Walla, WA 99362
509.956.3026
pbsusa.com

CLIENT: BLUE MOUNTAIN LAND TRUST		PROJECT NO.: 58201
SURVEYOR: GREG E. FLOWERS		DATE: 02/09/2024
CALC BY: MFW	DRAWN BY: MFW	SCALE: 1" = 2000'
SECTION:	TOWNSHIP: NORTH	RANGE: EAST
CITY: N/A	COUNTY: WALLA WALLA	SHEET 1 OF 3

2024-002864 Bk 14 Pg 172 SUR
05/14/2024 02:39 PM Pgs: 1 of 3
Fees: 433.00
Walla Walla County, WA

BPA-2026-01154-F 0212

33380025



BPA-2026-01154-F 0213

33380025

RECORD OF SURVEY

FOR A CONSERVATION EASEMENT

LOCATED IN THE S.E. 1/4 OF SEC. 36, T9N R33E, W.M.; THE S.W. 1/4 OF SEC. 29, THE S.E. 1/4 OF SEC. 30, THE N.E. 1/4 AND THE S. 1/2 OF SEC. 31, THE W. 1/2 OF THE W. 1/2 OF SEC. 32, T9N R34E, W.M.; THE N.E. 1/4 OF SEC. 1, T8N R33E, W.M.; AND THE N. 1/2 OF SEC. 6, T8N R34E, W.M., WALLA WALLA COUNTY, WASHINGTON

CONSERVATION EASEMENT LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, THE WEST HALF OF THE WEST HALF OF SECTION 32, THE EAST HALF OF THE NORTHEAST QUARTER AND THE SOUTH HALF OF SECTION 31, ALL IN TOWNSHIP 9 NORTH, RANGE 34 EAST OF THE WILLAMETTE MERIDIAN; THE NORTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 8 NORTH, RANGE 34 EAST OF SAID WILLAMETTE MERIDIAN; AND THE NORTHEAST QUARTER OF SECTION 1 IN TOWNSHIP 8 NORTH, RANGE 33 EAST OF SAID WILLAMETTE MERIDIAN, SAID LANDS BEING A PORTION OF THOSE LANDS CONVEYED TO IVAN J. ECCLES AND EDNA ECCLES BY THAT WARRANTY DEED RECORDED MAY 8, 1968 IN BOOK 326 OF DEEDS AT PAGE 601 UNDER AUDITOR'S FILE NO. 494082, EXCEPTING THEREFROM THOSE LANDS CONVEYED TO CASEY FARMS, INC. BY THAT WARRANTY FULFILLMENT DEED RECORDED JANUARY 6, 1978 IN VOLUME 74 OF DEEDS AT PAGE 345 UNDER AUDITOR'S FILE NO. 1978-00153, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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ALONG THE SOUTH LINE OF SAID SECTION 31, S88°47'10"W A DISTANCE OF 1321.37 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 31; THENCE ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, N01°16'09"W A DISTANCE OF 125.00 FEET; THENCE N82°34'11"W A DISTANCE OF 339.27 FEET; THENCE S55°00'56"W A DISTANCE OF 316.61 FEET TO A POINT ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE CONTINUING S55°00'56"W A DISTANCE OF 179.37 FEET; THENCE S68°27'59"W A DISTANCE OF 361.61 FEET; THENCE S57°49'59"W A DISTANCE OF 292.28 FEET; THENCE S51°42'59"W A DISTANCE OF 1221.10 FEET; THENCE S72°27'59"W A DISTANCE OF 971.45 FEET; THENCE S84°08'59"W A DISTANCE OF 270.26 FEET; THENCE N86°59'01"W A DISTANCE OF 298.41 FEET; THENCE S75°03'59"W A DISTANCE OF 251.06 FEET TO A POINT ON THE EAST LINE OF SECTION 1 IN TOWNSHIP 8 NORTH, RANGE 33 EAST OF SAID WILLAMETTE MERIDIAN; THENCE S73°33'21"W A DISTANCE OF 789.95 FEET; THENCE S76°38'21"W A DISTANCE OF 323.96 FEET; THENCE N88°04'39"W A DISTANCE OF 332.28 FEET; THENCE S73°26'21"W A DISTANCE OF 257.67 FEET; THENCE S47°29'21"W A DISTANCE OF 514.94 FEET; THENCE S40°39'21"W A DISTANCE OF 799.86 FEET TO A POINT IN A LINE PARALLEL WITH AND 30.00 FEET EAST OF THE WEST LINE OF THE EAST HALF OF SAID SECTION 1, SAID POINT BEARING N40°39'21"E A DISTANCE OF 60.08 FEET FROM A POINT IN SAID WEST LINE OF THE EAST HALF WHICH IS 2432.20 FEET SOUTH, MEASURED ALONG SAID WEST LINE, FROM THE NORTHWEST CORNER OF SAID EAST HALF OF SECTION 1;

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S21°02'14"E A DISTANCE OF 47.60 FEET; THENCE S41°37'14"E A DISTANCE OF 92.92 FEET; THENCE S11°17'14"E A DISTANCE OF 109.90 FEET; THENCE S14°23'14"E A DISTANCE OF 462.59 FEET; THENCE N61°07'46"E A DISTANCE OF 174.84 FEET; THENCE N55°54'46"E A DISTANCE OF 98.91 FEET; THENCE N42°04'46"E A DISTANCE OF 189.83 FEET; THENCE N75°11'46"E A DISTANCE OF 150.07 FEET; THENCE N44°49'46"E A DISTANCE OF 454.59 FEET; THENCE N70°14'46"E A DISTANCE OF 89.94 FEET; THENCE N67°45'46"E A DISTANCE OF 528.53 FEET; THENCE N84°32'46"E A DISTANCE OF 214.81 FEET; THENCE N71°35'46"E A DISTANCE OF 134.88 FEET; THENCE N64°44'46"E A DISTANCE OF 384.66 FEET; THENCE N60°13'46"E A DISTANCE OF 41.65 FEET TO THE NORTH LINE OF SAID SECTION 1;
THENCE LEAVING SAID BOUNDARY OF THE CASEY LANDS AND RUNNING ALONG SAID NORTH LINE OF SECTION 1, N88°43'42"E A DISTANCE OF 250.48 FEET TO THE NORTHEAST CORNER OF SAID SECTION 1, WHICH IS ALSO THE WEST LINE OF SECTION 31 AFORESAID; THENCE ALONG SAID WEST LINE OF SECTION 31, N01°35'34"W A DISTANCE OF 135.57 FEET TO A POINT IN THE AFORESAID BOUNDARY OF THE CASEY LANDS;

THENCE CONTINUING ALONG SAID BOUNDARY OF THE CASEY LANDS BY THE FOLLOWING COURSES AND DISTANCES:

N60°13'46"E A DISTANCE OF 243.70 FEET; THENCE N56°17'46"E A DISTANCE OF 289.74 FEET; THENCE S28°30'14"E A DISTANCE OF 118.88 FEET; THENCE N88°20'46"E A DISTANCE OF 319.71 FEET; THENCE N69°24'46"E A DISTANCE OF 249.78 FEET; THENCE N65°02'46"E A DISTANCE OF 389.64 FEET; THENCE N57°24'46"E A DISTANCE OF 129.88 FEET; THENCE N39°57'46"E A DISTANCE OF 264.76 FEET; THENCE N69°18'46"E A DISTANCE OF 169.85 FEET; THENCE N58°20'46"E A DISTANCE OF 279.75 FEET; THENCE N50°04'46"E A DISTANCE OF 157.86 FEET; THENCE N42°39'46"E A DISTANCE OF 259.77 FEET; THENCE N48°02'46"E A DISTANCE OF 234.77 FEET; THENCE N58°33'46"E A DISTANCE OF 239.79 FEET; THENCE N70°43'46"E A DISTANCE OF 214.81 FEET; THENCE N64°37'46"E A DISTANCE OF 279.75 FEET; THENCE S73°30'14"E A DISTANCE OF 729.35 FEET; THENCE S64°03'14"E A DISTANCE OF 169.85 FEET; THENCE S79°54'14"E A DISTANCE OF 84.92 FEET; THENCE N69°22'46"E A DISTANCE OF 199.82 FEET; THENCE N51°32'46"E A DISTANCE OF 373.87 FEET; THENCE N48°52'46"E A DISTANCE OF 439.61 FEET; THENCE N37°39'46"E A DISTANCE OF 199.82 FEET; THENCE N09°40'46"E A DISTANCE OF 279.75 FEET; THENCE N18°28'46"E A DISTANCE OF 415.63 FEET; THENCE N31°02'14"W A DISTANCE OF 616.45 FEET; THENCE N35°19'14"W A DISTANCE OF 249.78 FEET; THENCE N10°30'14"W A DISTANCE OF 369.87 FEET; THENCE N12°56'14"W A DISTANCE OF 279.75 FEET; THENCE N48°39'46"E A DISTANCE OF 219.80 FEET; THENCE S57°57'14"E A DISTANCE OF 344.69 FEET; THENCE S82°38'14"E A DISTANCE OF 59.95 FEET; THENCE N76°23'46"E A DISTANCE OF 78.93 FEET; THENCE N29°03'46"E A DISTANCE OF 111.90 FEET; THENCE N23°31'46"E A DISTANCE OF 224.80 FEET; THENCE N17°10'46"E A DISTANCE OF 199.82 FEET;

THENCE LEAVING SAID BOUNDARY OF THE CASEY LANDS AND RUNNING N24°08'29"E A DISTANCE OF 826.33 FEET; THENCE S87°01'57"E A DISTANCE OF 707.17 FEET TO A POINT IN THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 32 IN TOWNSHIP 9 NORTH, RANGE 34 EAST, WILLAMETTE MERIDIAN AFORESAID, WHICH IS ALSO THE EAST LINE OF THE AFOREMENTIONED ECCLES LANDS; THENCE ALONG THE BOUNDARY OF SAID ECCLES LANDS BY THE FOLLOWING COURSES AND DISTANCES:

ALONG SAID EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 32, S01°14'53"E A DISTANCE OF 2478.99 FEET TO THE SOUTHEAST CORNER OF SAID WEST HALF OF THE NORTHWEST QUARTER; THENCE ALONG THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 32, S01°14'48"E A DISTANCE OF 2642.15 FEET TO THE SOUTHEAST CORNER OF SAID WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 32; THENCE ALONG THE SOUTH LINE OF SAID WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 32, S88°50'35"W A DISTANCE OF 1322.75 FEET TO THE POINT OF BEGINNING,

HAVING AN AREA OF 19,622,853.0 SQUARE FEET, 450.48 ACRES, MORE OR LESS.

SITUATED IN THE COUNTY OF WALLA WALLA, STATE OF WASHINGTON.

GAILEY PROPERTY LEGAL DESCRIPTION:

PER TITLE COMMITMENT PREPARED BY TITLE ONE: WALLA WALLA, DATED OCTOBER 20, 2023, FILE NO. 2348861-3:

BEGINNING AT A POINT IN THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29 IN TOWNSHIP 9 NORTH, RANGE 34 EAST OF THE WILLAMETTE MERIDIAN, SAID POINT BEING 85.3 FEET EAST, MEASURED ALONG THE SAID NORTH LINE FROM THE NORTHWEST CORNER OF THE SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, AND RUN THENCE SOUTH 21°18' EAST, A DISTANCE OF 350.0 FEET; THENCE NORTH 84°40' WEST, 325.0 FEET; THENCE SOUTH 4°12' EAST, 545.0 FEET; THENCE SOUTH 28°07' EAST, 218.0 FEET; THENCE SOUTH 51°40' EAST, 197.0 FEET; THENCE SOUTH 8°02' EAST, 800.00 FEET; THENCE SOUTH 18°08' WEST, 200.00 FEET; THENCE SOUTH 24°29' WEST, 225.0 FEET; THENCE SOUTH 30°01' WEST, 112.0 FEET; THENCE SOUTH 79°21' WEST, 80.0 FEET; THENCE NORTH 81°41' WEST, 60.0 FEET; THENCE NORTH 57°00' WEST, 345.0 FEET; THENCE SOUTH 49°37' WEST, 220.00 FEET; THENCE SOUTH 11°56' EAST, 280.0 FEET; THENCE SOUTH 9°33' EAST, 370.0 FEET; THENCE SOUTH 34°22' EAST, 250.0 FEET; THENCE SOUTH 30°05' EAST, 617.0 FEET; THENCE SOUTH 19°24' WEST, 416.0 FEET; THENCE SOUTH 10°38' WEST, 280.0 FEET; THENCE SOUTH 38°37' WEST, 200.00 FEET; THENCE SOUTH 48°50' WEST, 440.0 FEET; THENCE SOUTH 52°30' WEST, 374.2 FEET; THENCE SOUTH 70°20' WEST, 200.0 FEET; THENCE NORTH 78°57' WEST, 85.0 FEET; THENCE NORTH 63°06' WEST, 170.0 FEET; THENCE NORTH 72°33' WEST, 730.0 FEET; THENCE SOUTH 65°35' WEST, 280.0 FEET; THENCE SOUTH 71°41' WEST, 215.0 FEET; THENCE SOUTH 59°30' WEST, 240.0 FEET; THENCE SOUTH 49°00' WEST, 255.0 FEET; THENCE SOUTH 43°37' WEST 260 FEET; THENCE SOUTH 51°02' WEST, 158.0 FEET; THENCE SOUTH 59°18' WEST, 280.0 FEET; THENCE SOUTH 70°17' WEST, 170.0 FEET; THENCE SOUTH 40°55' WEST, 265.0 FEET; THENCE SOUTH 58°22' WEST, 130.0 FEET; THENCE SOUTH 66°00' WEST, 400.00 FEET; THENCE SOUTH 70°22' WEST, 250.0 FEET; THENCE SOUTH 89°18' WEST, 320.0 FEET; THENCE NORTH 27°33' WEST, 120.0 FEET; THENCE SOUTH 60°15' WEST, 290.0 FEET; THENCE SOUTH 81°11' WEST, 570.0 FEET; THENCE SOUTH 65°42' WEST, 385.0 FEET; THENCE SOUTH 72°33' WEST, 135.0 FEET; THENCE SOUTH 85°39' WEST, 215.0 FEET; THENCE SOUTH 68°43' WEST, 527.0 FEET; THENCE SOUTH 71°12' WEST, 70.0 FEET; THENCE SOUTH 45°47' WEST, 455.0 FEET; THENCE SOUTH 78°09' WEST, 150.2 FEET; THENCE SOUTH 43°02' WEST, 190.0 FEET; THENCE SOUTH 56°52' WEST, 100.0 FEET; THENCE SOUTH 82°05' WEST, 175.3 FEET; THENCE NORTH 13°26' WEST, 463.0 FEET; THENCE NORTH 10°20' WEST, 110.0 FEET; THENCE NORTH 40°40' WEST, 93.0 FEET; THENCE NORTH 20°85' WEST, 165.0 FEET, MORE OR LESS, TO A POINT IN THE NORTH AND SOUTH CENTER LINE OF SECTION 1, TOWNSHIP 8 NORTH RANGE 33 EAST OF WILLAMETTE MERIDIAN, SAID POINT BEING 281.0 FEET SOUTH OF THE NORTH QUARTER CORNER OF THE SAID SECTION 1; THENCE SOUTH ALONG THE SAID CENTERLINE 2432.2 FEET; THENCE NORTH 41°53' EAST, 858.7 FEET; THENCE NORTH 48°43' EAST 514.2 FEET; THENCE NORTH 74°42' EAST, 257.3 FEET; THENCE SOUTH 86°51' EAST, 331.8 FEET; THENCE NORTH 78°12' EAST, 323.5 FEET; THENCE NORTH 74°47' EAST, 798.8 FEET TO A POINT IN THE EAST LINE OF THE AFORESAID SECTION 1, SAID POINT BEING 1409.3 FEET SOUTH MEASURED ALONG SAID EAST LINE FROM THE NORTHEAST CORNER OF THE SAID SECTION 1; THENCE NORTH 76°09' EAST, 249.7 FEET; THENCE SOUTH 85°54' EAST, 299.8 FEET; THENCE NORTH 85°14' EAST, 268.8 FEET; THENCE NORTH 73°33' EAST, 986.2 FEET; THENCE NORTH 52°48' EAST, 1214.5 FEET; THENCE NORTH 58°55' EAST, 290.7 FEET; THENCE NORTH 69°33' EAST, 289.2 FEET; THENCE NORTH 54°06' EAST, 178.4 FEET TO A POINT IN THE NORTH LINE OF SECTION 6 TOWNSHIP 8 NORTH OF RANGE 34 EAST OF THE WILLAMETTE MERIDIAN, SAID POINT BEING 1920.1 FEET WEST; MEASURED ALONG THE SAID NORTH LINE, FROM THE NORTHEAST CORNER OF SAID SECTION 6; THENCE NORTH 36°06' EAST, 314.9 FEET; THENCE SOUTH 81°11' EAST, 349.3 FEET TO A POINT IN THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 9 NORTH, RANGE 34 EAST OF THE WILLAMETTE MERIDIAN, SAID POINT BEING 125.0 FEET NORTH, MEASURED ALONG THE SAID EAST LINE FROM THE SOUTHEAST CORNER OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 31; THENCE SOUTH 125 FEET TO THE SOUTHEAST CORNER OF THE AFORESAID WEST HALF OF THE SOUTHEAST QUARTER; THENCE EAST ALONG THE SOUTH LINE OF THE SAID SECTION 31, AND THE SOUTH LINE OF SECTION 32 OF THE AFORESAID TOWNSHIP AND RANGE, TO THE SOUTHEAST CORNER OF THE WEST HALF OF THE WEST HALF OF THE SAID SECTION 32; THENCE NORTH, ALONG THE EAST LINE OF THE SAID WEST HALF OF THE WEST HALF, AND THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 9 NORTH, RANGE 34 EAST OF THE WILLAMETTE MERIDIAN, TO THE NORTHEAST CORNER OF THE SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE WEST, ALONG THE NORTH LINE OF THE SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION LYING IN THE COUNTY ROAD.

SITUATED IN WALLA WALLA COUNTY, STATE OF WASHINGTON.

GREG E. FLOWERS — STATE OF WASHINGTON — 19009 REGISTERED PROFESSIONAL LAND SURVEYOR

5/1/2024

PBS

PBS Engineering and Environmental Inc.
5 N Colville St, Ste 200
Walla Walla, WA 99362
509.956.3026
pbsusa.com

CLIENT: BLUE MOUNTAIN LAND TRUST		PROJECT NO.: 66201
SURVEYOR: GREG E. FLOWERS		DATE: 02/09/2024
CALC BY: MFW	DRAWN BY: MFW	SCALE: 1" = 2000'
SECTION:	TOWNSHIP: NORTH	RANGE: EAST
CITY: N/A	COUNTY: WALLA WALLA	SHEET 2 OF 2

2024-02264 B: 14 P: 172 SUR
02/29/2024 02:39:16 PM Page 1 of 2 Fees: 433.00
Kevin Mccarthy Auditor Walla Walla County, WA

BPA-2026-01154-F 0214

Exhibit D
Access Easement

To be mutually agreed upon and later attached in an amendment to this Purchase and Sale Agreement

Exhibit E
Water Right Certificate

Certificate of Water Right

THIS IS TO CERTIFY:

That by virtue of a decree of the Superior Court of the State of Washington in and for Walla Walla County, *made and entered on the* 19th *day of* September, 1929, *and recorded in Volume* 18 *of the Superior Court Journal of said County at page* 1, *from which decree no appeal was taken, and which decree determined the rights of all known claimants to the use of the waters of* the Touchet River, *a tributary of* the Walla Walla River

BAKER-BOYER NATIONAL BANK
TRUSTEE for EARLE EDWARDS
Walla Walla, Washington

is entitled to use, subject to provisions set forth in said decree, and the laws of the State of Washington, the waters of said Touchet River

for the purpose of irrigation of 219.0 acres of land.

That the amount of water to which said water right is entitled is limited to the quantity which is reasonably and actually necessary for the purpose aforesaid and shall not exceed 3.369 *second feet from* April 1st *to* Sept. 15th *and* 4.380 *second feet from* Sept. 15th *to* April 1st, *with the following exception:*
After all rights scheduled in the above mentioned decree are filled, the surplus water is allotted in the order of priority in amounts sufficient to increase the rate to the quantity allotted for the period from September 15th to April 1st. The total diversion shall not exceed 6 acre feet per acre for any one year beginning September 15th.

That the date of priority of said water right is not given; *that the decree aforesaid establishes said right in Class* Sixty-four.

That the point of diversion of said water right is as follows:
SE¼ of SE¼, Sec. 29, Twp. 9 N., Rge 34 E. W. M.

and cannot be changed except as provided in Section 39, Chapter 117, Session Laws of 1917.

That said water right was adjudged by said decree to be and is appurtenant to the following described real property situated in Walla Walla *County, Washington, to-wit:*
N½ of NW¼ of Sec. 6, Twp. 8 N., Rge 34 E. W. M. S½ of SW¼ of Sec. 31, Twp. 9 N., Rge 34 E. W. M. SE¼ of Sec. 31, W½ of S½ of Sec. 32, SW¼ of SW¼ of Sec. 29, Twp. 9 N., Rge 34 E. W. M.

345

This instrument is recorded in the office of the Supervisor of Hydraulics, at Olympia, Washington, in Volume 6 *of Water Right Certificates at Page* 345.

WITNESS the seal and signature of the Supervisor of Hydraulics affixed this 9th *day of* December, *1932*.

ENGINEERING DATA

D.

Supervisor of Hydraulics of the State of Washington.

Certificate of Water Right

Issued to BAKER-BOYER NATIONAL BANK, TRUSTEE FOR EARLE EDWARDS

For the use of the waters of TOUCHET RIVER

County of WALLA WALLA

State of Washington.

EXHIBIT F
Water Survey Form

Water Survey Form

For BPA Funded Water Transactions (work element 5 and 92) and
Selected Water Conservation Actions (work elements 82, 149, 150, 151)

INSTRUCTIONS: The project sponsor and/or BPA project manager shall complete this form for land transaction work elements, including Land Acquisitions (5) and Lease Land (92). This form should be completed during the pre-acquisition phase for a land transaction, and attached to the particular Land Acquisition (5) or Lease Land (92) work element for the property involved.

Project sponsors shall also use the form for the water conservation work elements designed to conserve water, including Install Well (82), Install Pipeline (149), Install Sprinkler (150), or Line Diversion Ditch (151).

BPA Project Manager: Ryan Ruggiero
Project #:
Name of Project Sponsor: Confederated Tribes of the Umatilla Indian Reservation
Name of Property: Tuuši Wána Conservation Easement

1. Are there surface water sources (including springs), indications of water use (e.g., canals, irrigation equipment, irrigated lands), wells, or other groundwater sources on or immediately adjacent to the property boundary?

    a. If not, please add your contact information, and attach this form in Pisces as a "Water Survey" attachment to your contract.

    b. If so, please briefly describe the sources and the uses of water on the property. If water is being used for a beneficial purpose on the property, specifically state if water point of diversion is located within or outside of the property boundaries.

1. The 494-acre Touchet, WA property owned by Susan and John Gailey entails tax lots #340929330004, 340929330005, 340929330007, 340929330008, in Section 36, T. 9N, R. 33E; Sections 29, 31, & 32, T. 9N, R. 34E; Section 1, T. 8N, R. 33E; and Sections 5 & 6, T. 8N, R. 34E, Willamette Meridian. These tax lots include 219 acres of water rights appurtenant under Touchet River Adjudicated Certificate #345. The majority of this property will be encumbered by a 457-acre conservation easement, which will include 208.7 acres of the total 219 acres of Certificate #345. The point of diversion for this certificate is located on the property.

2. Please list any and all water rights associated with the answers to #1b, if any. Provide certificate or permit numbers, purpose of use, volume and instantaneous quantities of low, date range of use, and priority date. Attach web link to information if available. If water rights have been adjudicated, please provide date of adjudication.

The Gailey property includes 219 acres of appurtenant water rights under the following certificate:

Touchet River Adjudicated Certificate #345
(Class 64)

Priority: 1929
Source: Touchet River
Purpose: Irrigation of 219 acres
Quantity (rate): 3.369 cfs (4/1 to 9/15); 4.380 cfs (9/15 to 4/1)
Quantity (volume): 678.9 AF annually consumptive use (799.35 AF diverted quantity)*
Place of use: SE1/4 of SE1/4 of Sec. 29, T 9N, R 34E, Willamette Meridian

*Under Washington State law, total consumptive use depends on the most water intensive crop grown in the last five years, which on this property is alfalfa. Alfalfa requires 2.74 acre-feet of water per acre in the Touchet area. With wheel line, about 75% of the water diverted from the river makes it to the crop, 10% evaporates, and the remaining about 15% runs off or percolates to groundwater or otherwise returns to the water cycle. This means that 3.65 AF per acre must be diverted to grow alfalfa under the landowner's current system. Of this, 75% is consumed by the crop (2.74 AF) and 10% consumed by evaporation (0.36 AF) for a total consumptive use of 3.10 AF per acre. The remaining 0.55 cfs either percolates into the groundwater or re-enter the river as return flow, and therefore is non-consumptive and not available for protection instream. Only the 3.10 AF per acre of consumptive use is available for transfer instream.

3. **For land transactions:** Please confirm the water rights, if any, that will be included in the transaction. If there are water rights appurtenant to the property and the water rights will not be included in the transaction, explain why.

The 457-acre conservation easement being acquired entails 208.7 acres along the Touchet River. This easement will encumber the landowner's rights to develop or cultivate these acres, and this land will be restored to floodplain conditions. This easement will include 208.7 acres of land with water rights. Because the place of use associated with this 208.7 acres will be converted from agricultural land to floodplain, the water associated with these rights will no longer be available for irrigation. This water will be transferred instream permanently via the State of Washington's Trust Water Right Program, and the administrative portion of this process will be accomplished through BPA's Columbia Basin Water Transactions Program (CBWTP).

4. **For water conservation actions:** Please confirm the water rights involved with the water conservation action that will be transferred instream. If it is not intended to include any of the water rights, explain why you would suggest doing this water conservation action for the benefit of fish and wildlife without transferring water instream.

5. Who will be acting as the applicant to complete the state administrative process to transfer water instream as part of this project?

The Confederated Tribes of the Umatilla Indian Reservation will work with Washington Water Trust to accomplish this.

6. Please provide contact information and date below.

Your Name: Anton A. Chiono
Title: Habitat Conservation Project Leader, CTUIR
Address: 46411 Timine Way, Pendleton, OR 97801
Email: antonchiono@ctuir.org
Phone: (541) 429-7268
Fax: (541) 429-7268
Date: March 20, 2024

EXHIBIT G
Riparian Conservation Agreement

RIPARIAN CONSERVATION AGREEMENT
Walla Walla Basin Fish Habitat Project

This Riparian Conservation Agreement ("Agreement") is entered into by and between the Confederated Tribes of the Umatilla Indian Reservation ("CTUIR"), acting through its Department of Natural Resources and Touchet River Ranch LLC ("Owner"), as of the date of the last signature affixed below.

Recitals:

A. CTUIR wishes to maintain stream and riparian habitat improvement projects and conservation practices implemented on the Owner's property in Walla Walla County, Washington. This riparian corridor is part of fish habitat improvement activities performed in the areas designated in Exhibit A (Map of Project Area).

B. The purpose of this Agreement is to promote sound resource management that will achieve benefits for fish and wildlife habitat, water quality and soil and water conservation in the Project Area. Though every attempt will be made to protect existing infrastructure throughout the design and construction, it is not the intent of this Agreement to control natural flood events or to protect manmade structures on the Owner's property.

C. The CTUIR intends to work cooperatively with the Owner and other partners to restore and protect habitat critical to the survival of native fish and wildlife species.

Agreements:

The parties agree as follows:

1. Legal Description. The real property subject to the terms of this Agreement is described as follows:

   The stream corridor, riparian, stream bank, and stream channel bottom within Walla Walla County, the approximately 170 acre portion of Tax Lots 340929330005, 340929330007, 340929330004 and 340929330008 outlined in red in Exhibit A. Parcels are located in Township 8 North, Range 33 East, Section 1, Township 8 North, Range 33 East, Section 6, Township 9 North, Range 34 East, Section 31, Township 9 North, Range 34 East, Section 32 and Township 9 North, Range 34 East, Section 29.

2. Access, Implementation, and Maintenance. Subject to the provisions of this Agreement, the Owner grants permission to CTUIR, its authorized personnel, employees, agents, contractors and consultants, to enter the property detailed in Section 1 above and the Project Area within said property for the sole purpose of implementing, maintaining, and monitoring habitat improvements and fences in accordance with the Scope of Work attached as Exhibit B and incorporated herein by reference. Generally,

CTUIR staff will conduct property visits to inspect the project and at other times as necessary to monitor compliance with terms and conditions of this Agreement. Access will be coordinated regularly with Owner.

a. CTUIR will be responsible for monitoring all fish habitat improvements and conservation practices for the term of this Agreement.

b. Nothing in this Agreement shall operate to vest CTUIR with any right, title or interest to the Project Area or Owner's property by adverse possession or otherwise.

3. Consideration. The Owner agrees to accept, as consideration for CTUIR's implementation and maintenance of habitat improvements and conservation practices, the value of all improvements constructed or planted in the Project Area by CTUIR pursuant to this Agreement in lieu of direct monetary compensation.

4. Standard of Performance. CTUIR agrees to perform monitoring and any essential maintenance of all habitat improvements described in Exhibit B in a professional manner with skill, care and supervision necessary to assure completion of high quality work for the purposes contemplated.

5. Effective and Termination Date. This Agreement shall be effective as of the last signature affixed below and shall terminate on June 30, 2035.

6. Permits and Authorizations.

(a) The CTUIR and its partners shall be solely responsible, without expense to the Owner, for obtaining all necessary governmental permits, authorizations and approvals prior to commencement of any work in the Project Area.

(b) The Owner shall not be named as a permittee or responsible party for any government permit, authorization or approval applicable to the work conducted by the CTUIR in the Project Area.

(c) The CTUIR shall be solely responsible for complying with the terms and conditions of any government permit, authorization or approval applicable to work conducted by the CTUIR in the Project Area.

(d) The Owner shall be liable for any intentional destruction, alteration or damage caused by the Owner, Owner's agents or lessees of habitat improvements, constructed or planted by the CTUIR or its partners in the Project Area.

7. Early Termination of Agreement.

(a) Either the Owner or CTUIR may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach, or in the alternative, provided a plan and schedule for curing the breach acceptable to the non-breaching party within 30 days of the date of the notice of breach, then the party giving the notice may terminate the Agreement by written notice to the other party.

(b) In the event of early termination pursuant to 7(a) above by the CTUIR due to a breach by the Owner, the Owner shall pay to the CTUIR the cost of habitat improvements, including costs for stream channel and floodplain design, construction, materials purchased, structures installed, fencing constructed and plantings made by the CTUIR for habitat improvements, taking into account reasonable depreciation.

(c) In the event of early termination pursuant to 7(a) above by the Owner due to a breach by CTUIR, the Owner may take all necessary and reasonable actions consistent with the purpose of this Agreement to remedy the breach (including restoration of the Project Area if more cost effective than completion of the work) either by itself, by agreement with another contractor or by a combination thereof, and CTUIR shall pay to the Owner the cost incurred by the Owner to remedy the breach.

(d) The remedies provided to the parties in this Agreement are not exclusive. The parties are also entitled to pursue any other equitable and legal remedies that are available.

8. Restrictions of Owner.

(a) The Owner and Owner's agents or lessees are restricted from the following activities ("Restricted Activities") unless prior written consent is obtained from CTUIR. CTUIR will reply to this request within 7 days, or the consent will be implied:

i. No burning, removing or damaging native vegetation in any way, including intentional livestock or domestic animal grazing unless negotiated within a Grazing Management Plan;

ii. Following implementation, no alterations within the stream channel are permitted by the Owner without prior consent and oversight by CTUIR;

iii. No removal or alteration of dead and down trees; except in the case of fallen trees that create a safety hazard;

iv. No construction of buildings, bridges, fences or other structures;

v. No construction of new trails, roads or perennial stream fords;

vi. No placement of fill materials (rock, concrete, soils, etc.);

vii. No draining, altering or otherwise disturbing wetland areas.

(b) In the event the Owner is ordered by a governmental entity authorized to issue such an order to engage in a Restricted Activity on an emergency basis, owner may comply with such order without prior written consent of the CTUIR only if it is impracticable to obtain consent within the time given for compliance with the order. Upon receipt of any such order, Owner shall immediately inform and coordinate with the CTUIR to limit the impact of the ordered action to the conservation goals of this Agreement.

9. Miscellaneous Provisions.

a. This agreement may be amended only by mutual written consent of the CTUIR and the Owner. Any such amendments shall be attached to this agreement as Exhibits.

b. Maintenance of any fence erected by CTUIR will be the responsibility of CTUIR for the duration of this Agreement. Except for damage that is caused by Owner as set forth in subsection 6(d), CTUIR agrees to promptly repair damage to the fence erected in the Project Area.

c. Subject to those restrictions described in paragraph 8, nothing in this Agreement shall prevent or deny the Owner or Owner's lessee's access to the Project Area for any reason or purpose. The Owner specifically reserves the right on behalf of themselves, their agents, employees and guests, to hunt game and fish in the Project Area.

d. The parties agree to cooperate in the planning and facilitation of riparian and upland management and improvement activities in the Project Area. The parties further agree to mutually manage the Project Area to promote riparian vegetation for the benefits of fish and wildlife habitat and soil and water conservation, while accommodating Owners interest in farming and ranching.

e. The CTUIR agrees to coordinate its actions with the Owner and/or his lessees as necessary in performing any work under this Agreement to minimize impacts on farm and ranch activities.

10. Liability and Indemnification. Subject to the extent of liability coverage provided in the insurance policy set forth in Paragraph 12 below, the CTUIR agrees to defend, hold harmless, and indemnify the Owner and Owner's officers, agents, and employees (the "Indemnified Parties") against all losses, liabilities, claims, damages, costs or expenses, including reasonable attorney's fees and expenses (collectively, "Claim") that are brought against the Indemnified Parties arising out of or related to (1) any personal injury, death or property damage caused by any act, omission, error, fault, mistake or negligence of the CTUIR or its employees, agents, or subcontractors related to this agreement, (2) any act or omission by the CTUIR that constitutes a non-trivial (from the perspective of a reasonable person in the position of the Indemnified Parties) breach of this agreement. The CTUIR's obligation under this section shall not extend to any Claim primarily caused by the negligence or intentional misconduct of an Indemnified Party.

11. Liens. CTUIR shall not permit the filing of any lien associated with its activities as described herein against the Owner's property, and if any lien is so filed, CTUIR shall take all necessary steps to promptly remove such lien at no cost or expense to the Owner. This section shall survive termination of this Agreement.

12. Liability Insurance. The CTUIR shall maintain public liability and property damage insurance that protects CTUIR and the Owner and Owner's officers, agents, assignees and employees from any and all claims, demands, actions and suits for damage to property or personal injury, including death, arising from CTUIR's work under this Agreement. The insurance shall be without prejudice to coverage otherwise existing and shall name as an additional insured the Owner. Notwithstanding the naming of additional insured's, the insurance shall protect each insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. The coverage must apply as to claims between insured's on the policy. The insurance shall provide that the insurance shall not terminate or be canceled without 30 days written notice first being given to the Owner. Prior to cancellation or termination of the insurance, CTUIR shall provide a new policy with the same terms. CTUIR agrees to maintain continuous, uninterrupted coverage for the duration of this Agreement. The insurance shall include coverage for any damages or injuries arising out of the use of automobiles or other motor vehicles by CTUIR employees.

13. Compliance with Laws. In performing under this Agreement, CTUIR shall comply with all applicable law, including statutes, ordinances, resolutions, rules, plans, decrees or orders, including applicable environmental and land use laws.

14. Assignment. CTUIR shall not assign this Agreement, in whole or in part, or any right or obligation hereunder, without the prior written approval of the

Owner, which Owner may withhold for any reason. The Owner understands that this Agreement is an encumbrance on the land and shall be binding upon the parties' heirs, assigns or successors in interest.

15. Subcontracting. CTUIR agrees that if subcontractors are employed in the performance of this Agreement, CTUIR shall require the subcontractor to agree, as to the portions subcontracted, to fulfill all obligations of CTUIR as specified in this Agreement. Notwithstanding the employment of subcontractors, CTUIR shall remain obligated for full performance hereunder, and the Owner shall incur no obligation other than their obligations to CTUIR hereunder. CTUIR's subcontractors shall be subject to the applicable requirements and sanctions of Washington State RCW 51.12.025, workers' compensation.

16. Independent Contractor Status.

(a) CTUIR shall perform the work hereunder as an independent contractor.

(b) CTUIR, its subcontractors and their employees, are not employees of the Owner and are not eligible for any benefits through the Owner, including unemployment compensation and retirement benefits.

(c) CTUIR shall have complete control over its personnel and operations and shall be solely and completely responsible for working conditions on the job site, including the safety of all of its personnel and property during performance of this Agreement.

17. Authorized Representatives. Each party to this Agreement hereby appoints a representative who shall be fully authorized to carry out that party's obligations and execute any documents required by this Agreement.

The Owner's authorized representative for this Agreement shall be:

Touchet River Ranch, LLC
John and Susan Gailey
222 Indian Court
Richland, WA 99352
509-539-6426, 509-987-3910

The CTUIR's authorized representatives for this Agreement shall be:

(1) Julie Burke (Administrative Contact) Tel: 541-429-7292
(2) Gerald Middel (Technical Contact) Tel: 541-969-9925

Written inquiries or responses to the CTUIR's authorized representatives shall be mailed to the attention of the above individual(s) at the following address:

Confederated Tribes of the Umatilla Indian Reservation
Department of Natural Resources
Fisheries Program
46411 Timíne Way
Pendleton, OR 97801

Either party may change their authorized representative upon written notice provided to the other party.

18. Notice. Any notice provided for under this Agreement shall be sufficient if in writing and delivered personally to the authorized representative described in Paragraph 17, or deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the authorized representative at the address described in Paragraph 17.

19. Arbitration. Any dispute or claim that arises out of or relates to this Agreement, or for the interpretation or breach thereof, shall be resolved by arbitration or mediation.

20. Attorney Fees. In the event of any suit, action or arbitration proceeding arising at law or in equity out of or in connection with this Agreement, the prevailing party in such suit, action or arbitration and in any appeal there from shall be entitled to recover from the losing party the prevailing party's reasonable attorneys' fees, costs, and expenses determined by the court, or arbitrator before which the proceeding was tried or heard.

21. Severability. If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.

22. Integration. This Agreement contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements. No modification to this Agreement shall be valid unless written and signed by an authorized representative of the Owner and CTUIR. The persons executing this Agreement on behalf of each party hereto warrants that they have full power and authority to do so on behalf of each party.

CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION

By:

(b)(6) [redacted]

Teara Farrow Ferman, Interim Deputy Executive Director

Date: 01/06/2022

PROPERTY OWNER

By:

(b)(6) [redacted]

Owner Representatives, John and Susan Gailey

Date: 1-16-22

Attachments: Exhibit A – Maps of Project Area
Exhibit B – Riparian Conservation Agreement Scope of Work

33380025

Exhibit A – Maps of Project Area

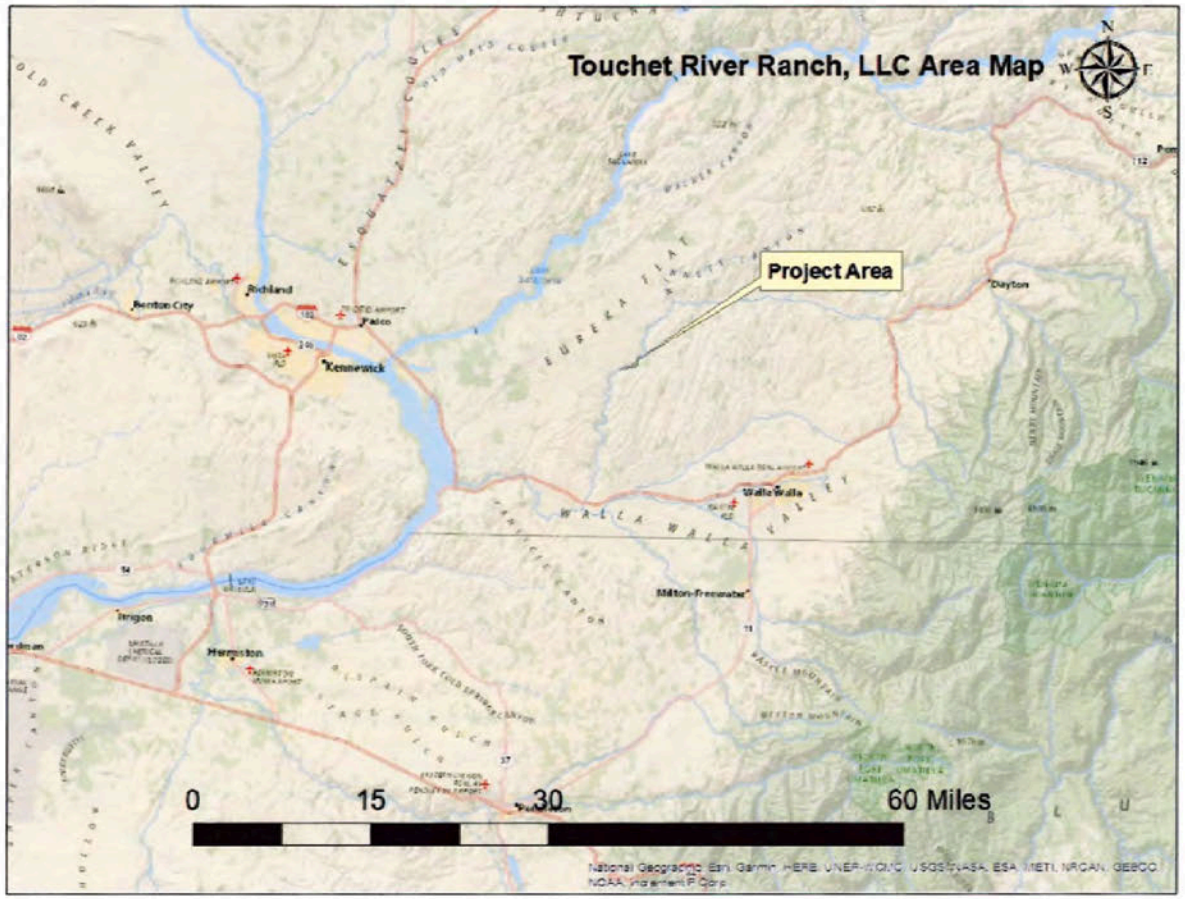


Figure 1. Project Area Map

BPA-2026-01154-F 0232

33380025

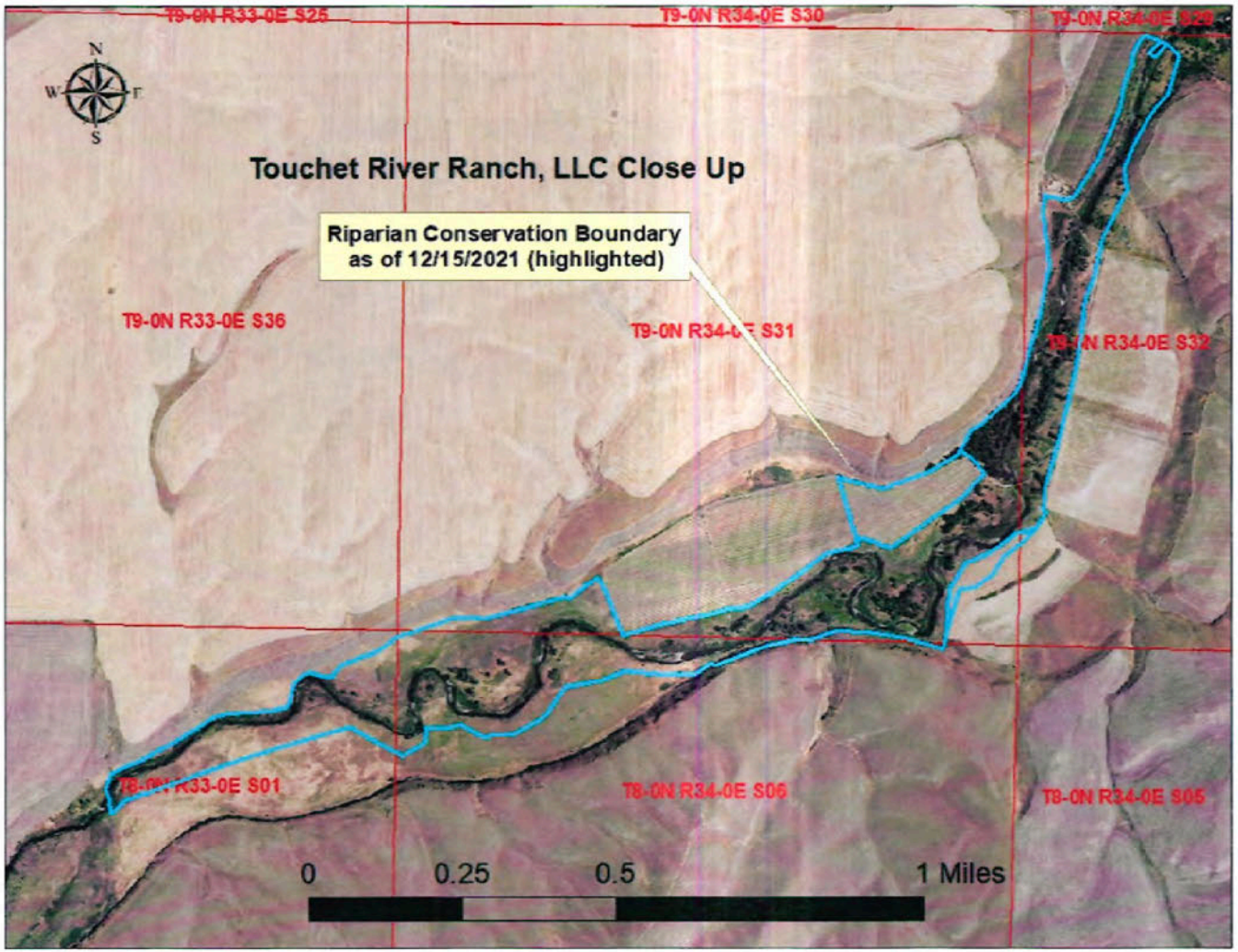


Figure 2. Close up of Riparian Area.

BPA-2026-01154-F 0233

Exhibit B – Riparian Conservation Agreement Scope of Work

Within the agreement boundary, as shown on Exhibit A, the CTUIR agrees to the following:

1. CTUIR and project collaborators shall work cooperatively with the landowner to survey, design, implement, monitor, maintain and showcase a salmonid habitat enhancement project to improve riverine function, and achieve project objectives related to making improvements to the following processes: geomorphology, hydrology, connectivity, aquatic biota, and riparian vegetation on the landowner's property. CTUIR shall be responsible for the following actions depicted within the agreement boundary as illustrated in Exhibit A:

    i. Obtaining all necessary permits;
    ii. Securing all necessary funds and selecting capable subcontractors;
    iii. Coordination between Owners and contractors throughout design processes;
    iv. Surveying physical attributes of the Project Area and fish response;
    v. Supervising construction activities;
    vi. Monitoring progress of restoration actions;
    vii. Maintaining the Project Area to promote accelerated recovery from disturbance and provide optimal aesthetics;
    viii. Promoting achievements of the project;
    ix. Securing access to the property with advanced notice and mutual consent;
    x. Administration of contracts, budgets, and reporting deliverables.

EXHIBIT H
Title Encumbrances

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.

2. Rights or claims of parties in possession not shown by the Public Records.

3. 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, and that is not shown by the Public Records.

4. Easements, or claims of easements, not shown by the Public Records.

5. Any lien, or right to a lien, for services, labor, equipment, or materials heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

6. Taxes or special 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 to such proceedings whether or not shown by the records of such agency, or by the Public Records.

7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims to title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

8. Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.

9. Any service, installation, connection, maintenance, tap, capacity or construction charges for sewer, water, electricity, natural gas or other utilities, or garbage collection and disposal.

10. (a) All right, title or claim of any character by the United States, state, local government or by the public generally in and to any portion of the land lying within the current or former bed, or below the ordinary high water mark, or between the cut banks of a stream navigable in fact or in law. (b) The consequence of any past or future change in the location of the bed.

11. Any Rights, Interest or Easements in favor of the State of Washington, the United States of America or the public which exist or are claimed to exist in and over the waters, bed and banks of the Touchet River.

12. Terms, covenants and conditions contained in an application for Current Use Classification, entered into pursuant to RCW 84.34 (including potential liability for future applicable taxes, special benefit assessments levied by local governments,

penalties and interest upon breach of, or withdrawal from, said classification); Notice of approval being recorded under Recording No. 2006-14866, records of Walla Walla County, Washington. Classification: Farm and Agricultural Land

13. Unrecorded leasehold, if any, and the rights of vendors and holders of security interests in personal property of tenants to remove said personal property at the expiration of the term.

14. Any claim that the Title is subject to a trust or lien created under the Perishable Agricultural Commodities Act (7 U.S.C. §§499a, et seq.) or the Packers and Stockyards Act (7 U.S.C. §§181, et seq.) or under similar federal or state laws.

15. Terms and conditions contained in a/an Deed.
Recorded: February 20, 1882
Recording No.: Book X of Deeds, Page 580, records of Walla Walla County, Washington.

16. Exceptions and Reservations as contained in a/an Deed.
Executed by: Northern Pacific Railroad Company
Recorded: February 5, 1884
Recording No.: Book 32 of Deeds, Page 158, records of Walla Walla County, Washington.

17. Exceptions and Reservations as contained in a/an Deed.
Executed by: State of Washington
Recorded: May 3, 1923
Recording No.: 132714, records of Walla Walla County, Washington.

18. Exceptions and Reservations as contained in a/an Deed.
Executed by: State of Washington
Recorded: June 28, 1927
Recording No.: 166296, records of Walla Walla County, Washington.

19. Terms and conditions contained in a/an Agreement .
Recorded: April 28, 1978
Recording No.: 7803867, records of Walla Walla County, Washington.

20. Terms and conditions contained in a/an Agreement.
Recorded: July 10, 1978
Recording No.: 7806080, records of Walla Walla County, Washington.

21. Removed

22. Removed

23. Terms and conditions contained in a/an Notice of Utility Easement Rights.
Recorded: January 24, 1989
Recording No.: 8900477, records of Walla Walla County, Washington.

24. Terms and conditions contained in a/an Memorandum of Electric Service Agreement with Columbia Rural Electric Association.

Recorded: January 27, 2015
Recording No.: 2015-00652, records of Walla Walla County, Washington.

25. Payment of the real estate excise tax, if required.

26. Last half general taxes for 2024. Said taxes are a lien which are due and payable, but which will not become delinquent until November 1, 2024.

27. Last half general taxes for 2024. Said taxes are a lien which are due and payable, but which will not become delinquent until November 1, 2024.

28. Last half general taxes for 2024. Said taxes are a lien which are due and payable, but which will not become delinquent until November 1, 2024.

29. Last half general taxes for 2024. Said taxes are a lien which are due and payable, but which will not become delinquent until November 1, 2024.

30. All matters, and any rights, easements, interests or claims as disclosed by Survey recorded May 14, 2024 as Recording No. 2024-02564, records of Walla Walla County, Washington.

31. An easement, including the terms and conditions thereof, for the purposes shown below and rights incidental thereto as set forth in Conservation Easement.

32. An easement, including the terms and conditions thereof, for the purposes shown below and rights incidental thereto as set forth in Right of Way Easement.
Recorded: March 26, 1963
Recording No.: 446697, records of Walla Walla County, Washington.

END OF ENCUMBRANCES

Exhibit B
Amended Survey of Property

AMENDED RECORD OF SURVEY

FOR A CONSERVATION EASEMENT

LOCATED IN THE S.E. 1/4 OF SEC. 36, T9N R33E, W.M.; THE S.W. 1/4 OF SEC. 29, THE S.E. 1/4 OF SEC. 30, THE N.E. 1/4 AND THE S. 1/2 OF SEC. 31, THE W. 1/2 OF THE W. 1/2 OF SEC. 32, T9N R34E, W.M.; THE N.E. 1/4 OF SEC. 1, T8N R33E, W.M.; AND THE N. 1/2 OF SEC. 6, T8N R34E, W.M., WALLA WALLA COUNTY, WASHINGTON

AMENDMENT NOTE

THIS SURVEY AMENDS THAT RECORD OF SURVEY RECORDED JULY 15, 2024 IN BOOK 14 AT PAGE 182 OF RECORD OF SURVEYS UNDER WALLA WALLA COUNTY AUDITOR'S FILE NO. 2024-03832 AS FOLLOWS: ADDITIONAL FENCES SHOWN, REVISIONS TO CONSERVATION EASEMENT BOUNDARY; DEPICTION OF A PROPOSED ACCESS EASEMENT; REVISION TO CONSERVATION EASEMENT BOUNDARY DESCRIPTION; ADDITION OF PROPOSED ACCESS EASEMENT DESCRIPTION.

SURVEYOR'S NOTES

1. THIS SURVEY WAS PERFORMED AT THE REQUEST OF BLUE MOUNTAIN LAND TRUST TO IDENTIFY THE BOUNDARY OF THE LANDS OWNED BY JOHN & SUSAN GAILEY AS TOUCHET RIVER RANCH LLC, IN ORDER TO CREATE AN EASEMENT FOR CONSERVATION OUT OF A PORTION OF THE GAILEY PROPERTY.
2. THIS SURVEY WAS PERFORMED WITH RTK TECHNIQUES USING TRIMBLE R-10 & R-12i RECEIVERS HAVING STANDARD ERRORS OF 8MM + 2PPM. MONUMENTS SHOWN WERE VISITED IN JANUARY & FEBRUARY 2024. THIS SURVEY MEETS OR EXCEEDS THE ACCURACY STANDARDS OUTLINED IN WAC 332-130.
3. AFN 494082 INDICATES THAT A 30-FOOT STRIP EAST OF AND ADJACENT TO THE NORTH-SOUTH CENTERLINE OF SECTION 1 IS EXCEPTED FROM THE LANDS CONVEYED TO ECCLES; AFNS 1978-00153 AND 2012-00165 DO NOT NOTE THIS EXCEPTION. THE COUNTY ASSESSOR'S MAP AS WELL AS AFN 2021-08227 INDICATES THAT THIS 30-FOOT STRIP IS OWNED BY TOUCHET FARM LLC, WHICH ALSO OWNS LANDS IN SECTIONS 1 AND 36 ADJACENT TO THE NORTH OF GAILEY. THIS SURVEY DOES NOT ATTEMPT TO RESOLVE THIS ISSUE; WE HAVE SHOWN HEREON THE WEST BOUNDARY OF THE GAILEY LANDS AS BEING 30 FEET EAST OF THE NORTH-SOUTH CENTERLINE OF SECTION 1.
4. THE PORTIONS OF THE GAILEY BOUNDARY NOT RUNNING ALONG SECTION SUBDIVISION LINES APPEAR TO BE INTENDED TO FOLLOW NATURAL TOPOGRAPHIC FEATURES, IN PARTICULAR THE BLUFFS ON EITHER SIDE OF THE TOUCHET RIVER. TO ACCOUNT FOR DISCREPANCIES BETWEEN MEASURED DISTANCES TO FOUND PHYSICAL EVIDENCE AND DEED DIMENSIONS, GRANT BOUNDARY ADJUSTMENTS WERE MADE TO THE DEED DIMENSIONS BETWEEN CORNER POINTS 4 AND 12 (SEE CORNER NOTES), POINTS 5 AND 7, AND POINTS 7 AND 16. THE RESULTING LINES GENERALLY CORRESPOND TO TOPOGRAPHIC FEATURES, ANCIENT FENCES, AND CULTIVATION LINES. ALSO NOTEWORTHY IS AN ANCIENT FENCE RUNNING ALONG PORTIONS OF THE EAST BOUNDARY, WHICH FALLS 114 FEET WEST OF THE SOUTHEAST CORNER OF THE GAILEY LANDS AND RUNS IN A GENERALLY STRAIGHT LINE TO A POINT ABOUT 36' WEST OF THE NORTHEAST CORNER OF GAILEY. THE FENCE DEPARTS THIS STRAIGHT LINE IN TWO AREAS, WHERE IT WRAPS AROUND CULTIVATED FIELDS. THIS SURVEY MAKES NO CLAIMS OR STATEMENTS AS TO ANY OWNERSHIP RIGHTS OF THE PARTIES IN POSSESION.

CORNER NOTES

SEE ADDITIONAL NOTES ON SHEET 2

1. COMPUTED POSITION BY DOUBLE-PROPORTION BETWEEN N.W. CORNER SECTION 10 & S.E. CORNER SECTION 1, AND N.W. CORNER SECTION 1 & S.W. CORNER SECTION 12 (T8N R33E)
2. POSITION OF 1" PIPE COMPUTED AT RECORD BEARINGS & DISTANCES FROM ℄ STA. 756+61.25 PER R2
3. BRASS CAP AT TOUCHET NORTH RD. ℄ STA. 756+61.25 P.C.
4. POINT ON N-S SECTION ℄ 281.0' S. OF 1/4 CORNER PER D3
5. POINT ON N-S SECTION ℄ 2713.2' S. OF S. 1/4 CORNER PER D2
6. HELD CORNER OF FENCES RUNNING N-S & W
7. POINT ON SECTION LINE 1409.3' S. OF CORNER PER D2
8. FOUND STONE MOUND; SET 1/2" REBAR IN CENTER
9. HELD FIELD CORNER AS SHOWN ON R3. HELD FOR RANGE LINE.
10. FOUND 3' LONG IRON PLATE SET VERTICAL IN GROUND ON N. SIDE FENCE CORNER POST. A 1" DIA. POLE WITH HAWK PERCH STANDS 10' S.W.
11. FOUND 1-1/2" IRON ROD WITH MUSHROOMED TOP AT FENCE CORNER (NOT HELD)
12. POINT ON N. LINE S.W. 1/4 S.W. 1/4 SECTION 29 89.3' E. OF CORNER PER D4
13. COMPUTED POSITION AT PROPORTIONATE DISTANCE BETWEEN W. 1/4 SECTION 32 AND N.W. CORNER SECTION 29, ON PROJECTED W. LINE S.W. 1/4 SECTION 32
14. FOUND WAGON SKEIN
17. FOUND 3/4" IRON PIN AT FENCE CORNER
18. FOUND 3/4" IRON PIPE UNDER STONE PER LCR 9004579
19. COMPUTED POSITION OF BRASS CAP AT RECORD BEARING & DISTANCE N. OF S.E. CORNER SECTION 32 PER R5. THE BRASS CAP WAS NOT FOUND; WE FOUND A BENT 3/4" IRON PIN S16°16'20"W 9.75'.
20. COMPUTED POSITION OF TRACTOR PISTON AT RECORD DISTANCE (PER R1) N. OF S.E. CORNER AND RECORD DISTANCE (PER GLO) E. OF N.W. CORNER OF SECTION 29
21. FD. 1" PIPE PER R4
22. POSITION COMPUTED AT RECORD BEARING & DISTANCE FROM N.W. CORNER SECTION 1

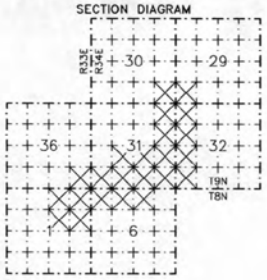
RECORD DOCUMENTS:

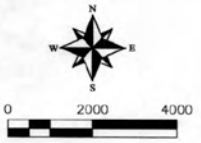
GLO SURVEYS:
(ALL RECORDS OF BUREAU OF LAND MANAGEMENT):
MAXON & HURD, GLO CONTRACT NO. 50, ESTABLISHMENT OF 2ND STD. PARALLEL (1860)
VAN VLEET, GLO CONTRACT NO. 59, ESTABLISHMENT OF EXTERIORS & SUBDIVISION OF T8N R33 & 34E AND T9N R34E (1862)
RICHARDSON, GLO CONTRACT NO. 22E, SUBDIVISION OF T9N R33E (1876)

OTHER SURVEYS:
(* RECORDS OF WALLA WALLA COUNTY AUDITOR)
(** RECORDS OF WALLA WALLA COUNTY PUBLIC WORKS)
**R1. UNRECORDED SURVEY FOR DRUMHELLER FILED IN "CNTYPROP-12" FOLDER (NEWBILL, 1956)
**R2. COUNTY ROAD PROJECT (CRP) 95-05 TOUCHET NORTH ROAD (BOLMES)
*R3. SURVEY BK. 11 PG. 28, AFN 2009-00366 (FOWLER FOR AGRI-NORTHWEST)
*R4. SURVEY BK. 11 PG. 231, AFN 2010-09418 (FLOWERS FOR WALTERS)
**R5. COUNTY ROAD PROJECT (CRP) 12-95 LUCKENBILL ROAD (WAGGONER)

DEED RECORDS:
(ALL RECORDS OF WALLA WALLA COUNTY AUDITOR)
D1. DEED BK. 305 PG. 582, AFN 446697 (COHEN ET AL TO PACIFIC POWER & LIGHT)
D2. DEED BK. 326 PG. 601, AFN 494082 (EDWARDS ET AL TO ECCLES)
D3. DEED BK. 74 PG. 344, AFN 1978-00153 (ECCLES TO CASEY)
D4. DEED BK. 115 PG. 570, AFN 1979-11378 (WALKLEY TO RULO RANCH)
D5. AFN 2012-00165 (KINSLEY DEV. INC. TO TOUCHET RIVER RANCH LLC)

SECTION DIAGRAM



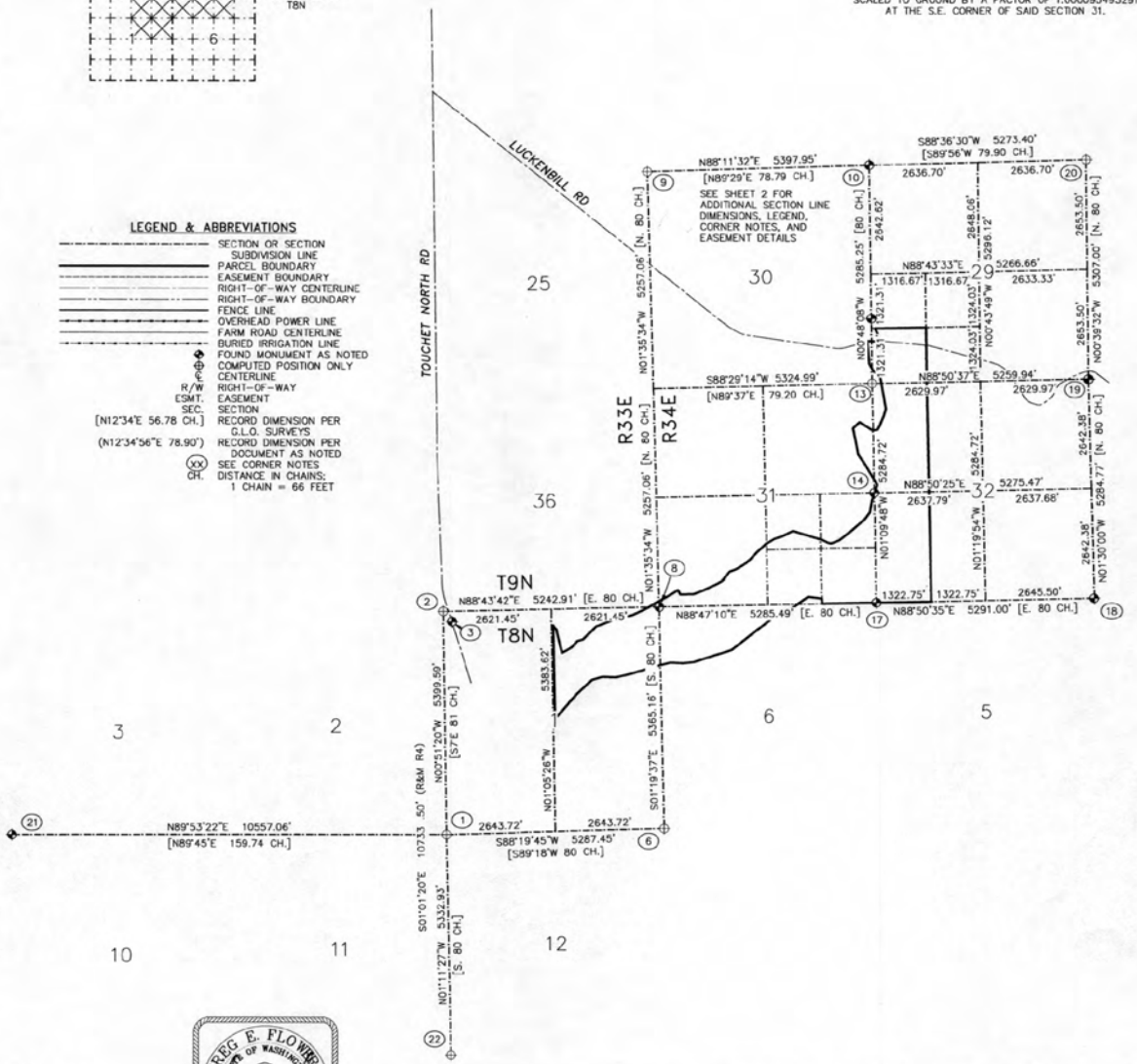


BASIS OF BEARINGS

N88°47'10"E BETWEEN THE MONUMENTS MARKING THE S.W. & S.E. CORNERS OF SECTION 31, T9N R34E, BASED ON THE WASHINGTON STATE PLANE SOUTH ZONE COORDINATE SYSTEM, NAD83 (2011). DISTANCES SHOWN HAVE BEEN SCALED TO GROUND BY A FACTOR OF 1.000095493291 AT THE S.E. CORNER OF SAID SECTION 31.

LEGEND & ABBREVIATIONS

- SECTION OR SECTION SUBDIVISION LINE
- PARCEL BOUNDARY
- EASEMENT BOUNDARY
- RIGHT-OF-WAY CENTERLINE
- RIGHT-OF-WAY BOUNDARY
- FENCE LINE
- OVERHEAD POWER LINE
- FARM ROAD CENTERLINE
- BURIED IRRIGATION LINE
- FOUND MONUMENT AS NOTED
- COMPUTED POSITION ONLY
- ℄ CENTERLINE
- R/W RIGHT-OF-WAY
- ESMT. EASEMENT
- SEC. SECTION
- [N12°34'E 56.78 CH.] RECORD DIMENSION PER G.L.O. SURVEYS
- (N12°34'56"E 78.90') RECORD DIMENSION PER DOCUMENT AS NOTED
- (xx) SEE CORNER NOTES
- CH. DISTANCE IN CHAINS; 1 CHAIN = 66 FEET



AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS 22nd DAY OF October, 2025,
AT THE REQUEST OF GREG E. FLOWERS, IN
BOOK 14 AT PAGE 231 OF RECORD OF SURVEYS
(b)(6) [redacted]
WALLA WALLA COUNTY AUDITOR

SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN ACCORDANCE WITH THE SURVEY RECORDING ACT AND AT THE REQUEST OF BLUE MOUNTAIN LAND TRUST
(b)(6) [redacted]
GREG E. FLOWERS PLS 19619

GREG E. FLOWERS
STATE OF WASHINGTON
19619
REGISTERED
PROFESSIONAL LAND SURVEYOR
10/22/2025

PBS

PBS Engineering and Environmental Inc.
5 N Colville St, Ste 200
Walla Walla, WA 99362
509.956.3026
pbsusa.com

CLIENT: BLUE MOUNTAIN LAND TRUST		PROJECT NO.: 68201
SURVEYOR: GREG E. FLOWERS		DATE: 10/9/2025
CALC BY: MFW	DRAWN BY: MFW	SCALE: 1" = 2000'
SECTION: MULTIPLE	TOWNSHIP: 8 & 9 NORTH	RANGE: 33 & 34 EAST
CITY: N/A	COUNTY: WALLA WALLA	SHEET 1 OF 3

2025-06529 B: 14 P: 281 SUR
10/22/2025 03:43:43 PM Page 1 of 3 Fees: 433.50
Karen Martin County Auditor Walla Walla County, WA

LINE	BEARING	DISTANCE
L1	N88°47'05"E	89.30'
L2	S22°15'14"E	349.69'
L3	N85°37'14"W	324.71'
L4	S05°09'14"E	544.51'
L5	S29°04'14"E	217.81'
L6	S52°37'14"E	196.82'
L7	S09°59'14"E	794.21'
L8	S17°10'46"W	199.82'
L9	S23°31'46"W	224.80'
L10	S29°03'46"W	111.90'
L11	S78°23'46"W	79.93'
L12	N82°38'14"W	59.95'
L13	N57°57'14"W	344.69'
L14	S48°39'46"W	219.80'
L15	S12°55'14"E	279.75'
L16	S10°30'14"E	369.67'
L17	S35°19'14"E	249.78'
L18	S31°02'14"E	616.45'
L19	S18°26'46"W	415.63'
L20	S09°40'46"W	279.75'
L21	S37°39'46"W	199.82'
L22	S48°52'46"W	439.61'
L23	S51°32'46"W	373.87'
L24	S69°22'46"W	199.82'
L25	N79°54'14"W	84.92'
L26	N64°03'14"W	169.85'
L27	N73°30'14"W	729.35'
L28	S64°37'46"W	279.75'
L29	S70°41'46"W	214.81'
L30	S58°32'46"W	239.79'
L31	S48°02'46"W	254.77'
L32	S42°39'46"W	259.77'
L33	S50°04'46"W	157.86'
L34	S58°20'46"W	279.75'
L35	S69°19'46"W	169.85'
L36	S39°57'46"W	264.76'
L37	S57°24'46"W	129.88'
L38	S65°02'46"W	399.64'
L39	S69°24'46"W	249.78'
L40	S88°20'46"W	319.71'
L41	N28°30'14"W	119.89'
L42	S59°17'46"W	289.74'
L43	S60°13'46"W	569.46'
L44	S64°44'46"W	384.66'
L45	S71°35'46"W	134.88'
L46	S82°32'46"W	214.81'
L47	S67°45'46"W	526.53'
L48	S70°14'46"W	69.94'
L49	S44°49'46"W	454.56'
L50	S75°11'46"W	150.07'
L51	S42°04'46"W	189.83'
L52	S55°54'46"W	99.31'
L53	S61°07'46"W	174.84'
L54	N14°23'14"W	462.56'
L55	N11°17'14"W	109.90'
L56	N41°37'14"W	92.92'
L57	N21°02'14"W	164.85'

RECORD PER D3		
L1	EAST	89.30'
L2	S22°15'18"E	350.0'
L3	N84°40'W	325.0'
L4	S04°12'E	545.0'
L5	S28°07'E	218.0'
L6	S51°40'E	197.0'
L7	S09°32'E	800.0'
L8	S18°08'W	200.0'
L9	S24°29'W	225.0'
L10	S30°01'W	112.0'
L11	S79°21'W	80.0'
L12	N81°41'W	60.0'
L13	N57°57'W	345.0'
L14	S49°37'W	220.0'
L15	S11°58'E	280.0'
L16	S09°33'E	370.0'
L17	S34°22'E	250.0'
L18	S30°05'E	617.0'
L19	S19°24'W	416.0'
L20	S10°38'W	280.0'
L21	S38°37'W	200.0'
L22	S49°50'W	440.0'
L23	S52°30'W	374.2'
L24	S70°20'W	200.0'
L25	N78°57'W	85.0'
L26	N63°06'W	170.0'
L27	N72°33'W	730.0'
L28	S65°35'W	280.0'
L29	S71°41'W	215.0'
L30	S59°30'W	240.0'
L31	S49°00'W	255.0'
L32	S43°37'W	260.0'
L33	S51°02'W	158.0'
L34	S59°18'W	280.0'
L35	S57°17'W	170.0'
L36	S40°55'W	265.0'
L37	S58°22'W	130.0'
L38	S66°00'W	400.0'
L39	S70°22'W	250.0'
L40	S89°18'W	320.0'
L41	N27°33'W	120.0'
L42	S60°15'W	290.0'
L43	S61°11'W	570.0'
L44	S65°42'W	385.0'
L45	S72°33'W	135.0'
L46	S85°30'W	515.0'
L47	S69°43'W	527.0'
L48	S71°12'W	70.0'
L49	S45°47'W	455.0'
L50	S76°09'W	150.2'
L51	S43°02'W	190.0'
L52	S56°32'W	110.0'
L53	S62°05'W	175.0'
L54	N13°26'W	463.0'
L55	N10°20'W	110.0'
L56	N40°40'W	93.0'
L57	N20°05'W	165' M/L

175.3' PER D5

N20°65'W PER D5

LINE	BEARING	DISTANCE
L58	N41°53'E	858.7'
L59	N47°29'21"E	514.94'
L60	N73°28'21"W	257.62'
L61	S88°04'39"E	332.28'
L62	N76°58'21"E	323.96'
L63	N73°33'21"E	799.95'
L64	N75°03'59"E	251.06'
L65	S86°59'01"E	298.41'
L66	N84°08'59"E	270.26'
L67	N72°27'59"E	971.45'
L68	N51°42'59"E	1221.10'
L69	N57°49'59"E	592.28'
L70	N68°27'59"E	261.61'
L71	N55°00'59"E	179.37'
L72	N55°00'59"E	316.61'
L73	S82°34'11"E	339.27'
L74	S01°09'19"E	125.00'
L75	S88°47'10"W	598.73'
L76	S01°35'34"E	135.57'
L77	S88°43'42"W	250.46'
L78	N21°02'14"W	117.26'
L79	S40°39'21"W	60.08'
L80	N40°39'21"E	799.86'
L81	N21°02'14"W	47.60'
L82	N42°39'06"W	871.97'
L83	N64°46'57"W	1613.59'
L84	S88°49'24"W	136.18'

RECORD PER D5		
L58	N41°53'E	858.7'
L59	N48°43'E	514.2'
L60	N74°42'E	257.3'
L61	S86°51'E	331.8'
L62	N78°12'E	323.5'
L63	N74°42'E	798.5'
L64	N76°09'E	249.7'
L65	S85°54'E	296.8'
L66	N85°14'E	268.8'
L67	N73°33'E	966.2'
L68	N52°48'E	1214.5'
L69	N58°25'E	590.7'
L70	N69°33'E	260.2'
L71	N56°06'E	178.4' M/L
L72	N56°06'E	314.9'
L73	S81°11'E	349.3' M/L
L74	SOUTH	125.0'

RECORD PER D1:		
L82	N42°39'W	
L83	N64°46'W	

LINE	BEARING	DISTANCE
L85	N54°43'59"E	160.24'
L86	S00°35'18"E	564.74'
L87	S40°18'47"W	230.16'
L88	S14°26'21"W	204.36'
L89	S25°15'17"W	180.44'
L90	S04°08'24"E	157.61'
L91	S42°48'02"E	253.97'
L92	S79°23'22"W	103.52'

2025-08529 B: 14 P: 261 SUR
10/22/2025 2:33:03 PM Page 3 of 3 Fees: 433.50
Kevin Poe Walla Walla County Auditor Walla Walla County, WA

AMENDED RECORD OF SURVEY

FOR A CONSERVATION EASEMENT

LOCATED IN THE S.E. 1/4 OF SEC. 35, T9N R33E, W.M.; THE S.W. 1/4 OF SEC. 29, THE S.E. 1/4 OF SEC. 30, THE N.E. 1/4 AND THE S. 1/2 OF SEC. 31, THE W. 1/2 OF THE W. 1/2 OF SEC. 32, T9N R34E, W.M.; THE N.E. 1/4 OF SEC. 1, T8N R33E, W.M.; AND THE N. 1/2 OF SEC. 6, T8N R34E, W.M., WALLA WALLA COUNTY, WASHINGTON

CONSERVATION EASEMENT LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, THE WEST HALF OF THE WEST HALF OF SECTION 32, THE EAST HALF OF THE NORTHEAST QUARTER AND THE SOUTH HALF OF SECTION 31, ALL IN TOWNSHIP 9 NORTH, RANGE 34 EAST OF THE WILLAMETTE MERIDIAN; THE NORTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 8 NORTH, RANGE 34 EAST OF SAID WILLAMETTE MERIDIAN; AND THE NORTHEAST QUARTER OF SECTION 1 IN TOWNSHIP 8 NORTH, RANGE 33 EAST OF SAID WILLAMETTE MERIDIAN, SAID LANDS BEING A PORTION OF THOSE LANDS CONVEYED TO IVAN J. ECCLES AND EDNA ECCLES BY THAT WARRANTY DEED RECORDED MAY 8, 1968 IN BOOK 326 OF DEEDS AT PAGE 601 UNDER AUDITOR'S FILE NO. 494082, EXCEPTING THEREFROM THOSE LANDS CONVEYED TO CASEY FARMS, INC. BY THAT WARRANTY FULFILLMENT DEED RECORDED JANUARY 6, 1978 IN VOLUME 74 OF DEEDS AT PAGE 345 UNDER AUDITOR'S FILE NO. 1978-00153, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 31 IN TOWNSHIP 9 NORTH, RANGE 34 EAST, WILLAMETTE MERIDIAN, WHICH POINT IS ALSO THE SOUTHEAST CORNER OF THOSE LANDS CONVEYED TO IVAN J. ECCLES AND EDNA ECCLES BY THAT WARRANTY DEED RECORDED MAY 8, 1968 IN BOOK 326 OF DEEDS AT PAGE 601 UNDER AUDITOR'S FILE NO. 494082, SAID POINT BEING MARKED BY A 3/4-INCH IRON ROD, FROM WHICH A 1/2-INCH IRON REBAR MARKING THE SOUTHWEST CORNER OF SAID SECTION 31 BEARS S88°47'10"W A DISTANCE OF 5285.49 FEET, AND RUNNING THENCE ALONG THE BOUNDARY OF SAID ECCLES LANDS BY THE FOLLOWING COURSES AND DISTANCES:

ALONG THE SOUTH LINE OF SAID SECTION 31, S88°47'10"W A DISTANCE OF 1321.37 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 31; THENCE ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, N01°16'09"W A DISTANCE OF 125.00 FEET; THENCE N82°34'11"W A DISTANCE OF 339.27 FEET; THENCE S55°00'59"W A DISTANCE OF 316.61 FEET TO A POINT ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE CONTINUING S55°00'59"W A DISTANCE OF 179.37 FEET; THENCE S68°27'59"W A DISTANCE OF 261.61 FEET; THENCE S57°49'59"W A DISTANCE OF 292.28 FEET; THENCE S51°42'59"W A DISTANCE OF 1221.10 FEET; THENCE S72°27'59"W A DISTANCE OF 971.45 FEET; THENCE S84°08'59"W A DISTANCE OF 270.26 FEET; THENCE N86°59'01"W A DISTANCE OF 298.41 FEET; THENCE S75°03'59"W A DISTANCE OF 251.06 FEET TO A POINT ON THE EAST LINE OF SECTION 1 IN TOWNSHIP 8 NORTH, RANGE 33 EAST OF SAID WILLAMETTE MERIDIAN; THENCE S73°33'21"W A DISTANCE OF 799.95 FEET; THENCE S76°58'21"W A DISTANCE OF 323.96 FEET; THENCE N88°04'39"W A DISTANCE OF 332.28 FEET; THENCE S73°28'21"W A DISTANCE OF 257.67 FEET; THENCE S47°29'21"W A DISTANCE OF 514.94 FEET; THENCE S40°39'21"W A DISTANCE OF 799.86 FEET TO A POINT IN A LINE PARALLEL WITH AND 30.00 FEET EAST OF THE WEST LINE OF THE EAST HALF OF SAID SECTION 1, SAID POINT BEARING N40°39'21"E A DISTANCE OF 60.08 FEET FROM A POINT IN SAID WEST LINE OF THE EAST HALF WHICH IS 2432.20 FEET SOUTH, MEASURED ALONG SAID WEST LINE, FROM THE NORTHWEST CORNER OF SAID EAST HALF OF SECTION 1;

THENCE ALONG SAID PARALLEL LINE, N01°05'26"W A DISTANCE OF 2277.16 FEET TO A POINT IN THE SOUTH LINE OF THOSE LANDS CONVEYED TO CASEY FARMS, INC. BY THAT WARRANTY FULFILLMENT DEED RECORDED JANUARY 6, 1978 IN VOLUME 74 OF DEEDS AT PAGE 345 UNDER AUDITOR'S FILE NO. 1978-00153, SAID POINT BEARING S21°02'14"E A DISTANCE OF 117.26 FEET FROM A POINT IN SAID WEST LINE OF THE EAST HALF OF SECTION 1 WHICH IS 281.00 FEET SOUTH, MEASURED ALONG SAID WEST LINE, FROM SAID NORTHWEST CORNER OF SAID EAST HALF; THENCE LEAVING THE BOUNDARY OF SAID ECCLES LANDS AND RUNNING ALONG THE BOUNDARY OF SAID CASEY LANDS BY THE FOLLOWING COURSES AND DISTANCES:

S21°02'14"E A DISTANCE OF 47.60 FEET; THENCE S41°37'14"E A DISTANCE OF 92.92 FEET; THENCE S11°17'14"E A DISTANCE OF 109.90 FEET; THENCE S14°23'14"E A DISTANCE OF 462.59 FEET; THENCE N61°07'46"E A DISTANCE OF 174.84 FEET; THENCE N55°54'46"E A DISTANCE OF 99.91 FEET; THENCE N42°04'46"E A DISTANCE OF 189.83 FEET; THENCE N75°11'46"E A DISTANCE OF 150.07 FEET; THENCE N44°49'46"E A DISTANCE OF 454.59 FEET; THENCE N70°14'46"E A DISTANCE OF 89.94 FEET; THENCE N67°45'46"E A DISTANCE OF 526.53 FEET; THENCE N84°32'46"E A DISTANCE OF 214.81 FEET; THENCE N71°35'46"E A DISTANCE OF 134.88 FEET; THENCE N64°44'46"E A DISTANCE OF 384.66 FEET; THENCE N60°13'46"E A DISTANCE OF 41.66 FEET TO THE NORTH LINE OF SAID SECTION 1; THENCE LEAVING SAID BOUNDARY OF THE CASEY LANDS AND RUNNING ALONG SAID NORTH LINE OF SECTION 1, N88°43'42"E A DISTANCE OF 250.46 FEET TO THE NORTHEAST CORNER OF SAID SECTION 1, WHICH IS ALSO THE WEST LINE OF SECTION 31 AFORESAID; THENCE ALONG SAID WEST LINE OF SECTION 31, N01°35'34"W A DISTANCE OF 135.57 FEET TO A POINT IN THE AFORESAID BOUNDARY OF THE CASEY LANDS;

THENCE CONTINUING ALONG SAID BOUNDARY OF THE CASEY LANDS BY THE FOLLOWING COURSES AND DISTANCES:

N60°13'46"E A DISTANCE OF 243.70 FEET; THENCE N59°17'46"E A DISTANCE OF 289.74 FEET; THENCE S28°30'14"E A DISTANCE OF 119.89 FEET; THENCE N88°20'46"E A DISTANCE OF 319.71 FEET; THENCE N69°24'46"E A DISTANCE OF 249.78 FEET; THENCE N65°02'46"E A DISTANCE OF 399.64 FEET; THENCE N57°24'46"E A DISTANCE OF 129.88 FEET; THENCE N39°57'46"E A DISTANCE OF 264.76 FEET; THENCE N69°19'46"E A DISTANCE OF 169.85 FEET; THENCE N58°20'46"E A DISTANCE OF 279.75 FEET; THENCE N50°04'46"E A DISTANCE OF 157.86 FEET; THENCE N42°39'46"E A DISTANCE OF 259.77 FEET; THENCE N48°02'46"E A DISTANCE OF 254.77 FEET; THENCE N58°32'46"E A DISTANCE OF 239.79 FEET; THENCE N70°43'46"E A DISTANCE OF 214.81 FEET; THENCE N84°37'46"E A DISTANCE OF 279.75 FEET; THENCE S73°30'14"E A DISTANCE OF 729.35 FEET; THENCE S64°03'14"E A DISTANCE OF 169.85 FEET; THENCE S79°54'14"E A DISTANCE OF 84.92 FEET; THENCE N69°22'46"E A DISTANCE OF 199.82 FEET; THENCE N51°32'46"E A DISTANCE OF 373.87 FEET; THENCE N48°52'46"E A DISTANCE OF 439.61 FEET; THENCE N37°39'46"E A DISTANCE OF 199.82 FEET; THENCE N09°40'46"E A DISTANCE OF 279.75 FEET; THENCE N18°26'46"E A DISTANCE OF 415.63 FEET; THENCE N31°02'14"W A DISTANCE OF 616.45 FEET; THENCE N35°19'14"W A DISTANCE OF 249.78 FEET; THENCE N10°30'14"W A DISTANCE OF 369.67 FEET; THENCE N12°55'14"W A DISTANCE OF 279.75 FEET; THENCE N48°39'46"E A DISTANCE OF 219.80 FEET; THENCE S57°57'14"E A DISTANCE OF 344.69 FEET; THENCE S82°38'14"E A DISTANCE OF 59.95 FEET; THENCE N78°23'46"E A DISTANCE OF 79.93 FEET; THENCE N29°03'46"E A DISTANCE OF 111.90 FEET; THENCE N23°31'46"E A DISTANCE OF 224.80 FEET; THENCE N17°10'46"E A DISTANCE OF 199.82 FEET;

THENCE LEAVING SAID BOUNDARY OF THE CASEY LANDS AND RUNNING N24°08'29"E A DISTANCE OF 826.33 FEET; THENCE S67°01'57"E A DISTANCE OF 516.80 FEET TO A POINT IN THE CENTER OF THE TOUCHET RIVER; THENCE ALONG SAID TOUCHET RIVER, N54°43'59"E A DISTANCE OF 160.24 FEET TO A POINT; THENCE DEPARTING SAID RIVER AND RUNNING S00°35'18"E A DISTANCE OF 564.74 FEET TO A POINT IN A FENCE; THENCE ALONG SAID FENCE BY THE FOLLOWING SIX COURSES:

S40°18'47"W A DISTANCE OF 230.16 FEET; THENCE S14°26'21"W A DISTANCE OF 204.36 FEET; THENCE S25°15'17"W A DISTANCE OF 180.44 FEET; THENCE S04°08'24"E A DISTANCE OF 157.61 FEET; THENCE S42°48'02"E A DISTANCE OF 253.97 FEET; THENCE N79°23'22"E A DISTANCE OF 103.52 FEET;

THENCE LEAVING SAID FENCE AND RUNNING S00°59'46"E A DISTANCE OF 1,236.37 FEET TO A CORNER IN SAID FENCE; THENCE ALONG SAID FENCE, S00°02'50"W A DISTANCE OF 1,166.78 FEET; THENCE CONTINUING ALONG SAID FENCE AND THE SOUTHERLY EXTENSION THEREOF, S00°15'27"E A DISTANCE OF 1,460.30 FEET TO A POINT IN THE SOUTH LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 32; THENCE ALONG SAID SOUTH LINE, S88°50'35"W A DISTANCE OF 1208.53 FEET TO THE POINT OF BEGINNING;

HAVING AN AREA OF 19,113,683 SQUARE FEET, 438.79 ACRES, MORE OR LESS.

SITUATED IN THE COUNTY OF WALLA WALLA, STATE OF WASHINGTON.

ACCESS EASEMENT LEGAL DESCRIPTION (TO BE CREATED BY SEPARATE INSTRUMENT)

A STRIP OF LAND 15.00 FEET IN WIDTH, LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29 AND THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 9 NORTH, RANGE 34 EAST, WILLAMETTE MERIDIAN, SAID STRIP BEING 7.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT ON THE SOUTH LINE OF LUCKENBILL COUNTY ROAD WHICH IS 414.23 FEET EAST, MEASURED AT RIGHT ANGLES, FROM THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 29, SAID POINT FALLING IN THE CENTERLINE OF AN EXISTING DRIVEWAY, AND RUNNING THENCE ALONG SAID CENTERLINE BY THE FOLLOWING NINE COURSES:

THENCE S44°33'59"E A DISTANCE OF 108.24 FEET TO A POINT OF CURVATURE WITH A TANGENT CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 400.00 FEET; THENCE ALONG SAID CURVE, HAVING AN ARC LENGTH OF 134.58 FEET, WITH A DELTA ANGLE OF 19°16'36", A CHORD BEARING OF S34°55'41"E, AND A CHORD LENGTH OF 133.94 FEET; THENCE S25°17'23"E A DISTANCE OF 233.49 FEET TO A POINT OF CURVATURE WITH A TANGENT CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 250.00 FEET; THENCE ALONG SAID CURVE, HAVING AN ARC LENGTH OF 114.86 FEET, WITH A DELTA ANGLE OF 26°19'24", A CHORD BEARING OF S12°07'41"E, AND A CHORD LENGTH OF 113.85 FEET; THENCE S01°02'01"W A DISTANCE OF 101.82 FEET TO A POINT OF CURVATURE WITH A TANGENT CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 250.00 FEET; THENCE ALONG SAID CURVE, HAVING AN ARC LENGTH OF 29.00 FEET, WITH A DELTA ANGLE OF 06°38'49", A CHORD BEARING OF S04°21'25"W, AND A CHORD LENGTH OF 28.99 FEET; THENCE S07°40'49"W A DISTANCE OF 115.80 FEET TO A POINT OF CURVATURE WITH A TANGENT CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 500.00 FEET; THENCE ALONG SAID CURVE, HAVING AN ARC LENGTH OF 117.01 FEET, WITH A DELTA ANGLE OF 13°24'32", A CHORD BEARING OF S14°23'05"W, AND A CHORD LENGTH OF 116.75 FEET; THENCE S21°05'21"W A DISTANCE OF 337.15 FEET TO THE INTERSECTION OF SAID CENTERLINE WITH THE BOUNDARY OF A CONSERVATION EASEMENT;

THE SIDELINES OF SAID STRIP BEING SHORTENED OR LENGTHENED ON THE NORTH TO MEET THE AFORESAID RIGHT-OF-WAY OF LUCKENBILL ROAD, AND ON THE SOUTH TO MEET THE BOUNDARY OF SAID CONSERVATION EASEMENT.

SAID STRIP HAVING AN AREA OF 19,663 SQUARE FEET, 0.45 ACRES, MORE OR LESS.

GAILEY PROPERTY LEGAL DESCRIPTION:

PER TITLE COMMITMENT PREPARED BY TITLE ONE: WALLA WALLA, DATED OCTOBER 20, 2023, FILE NO. 23488613:

BEGINNING AT A POINT IN THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29 IN TOWNSHIP 9 NORTH, RANGE 34 EAST OF THE WILLAMETTE MERIDIAN, SAID POINT BEING 89.3 FEET EAST, MEASURED ALONG THE SAID NORTH LINE FROM THE NORTHWEST CORNER OF THE SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, AND RUN THENCE SOUTH 21°18' EAST, A DISTANCE OF 350.0 FEET; THENCE NORTH 84°40' WEST, 325.0 FEET; THENCE SOUTH 4°12' EAST, 545.0 FEET; THENCE SOUTH 28°07' EAST, 218.0 FEET; THENCE SOUTH 51°40' EAST, 197.0 FEET; THENCE SOUTH 9°02' EAST, 800.00 FEET; THENCE SOUTH 18°08' WEST, 200.00 FEET; THENCE SOUTH 24°29' WEST, 225.0 FEET; THENCE SOUTH 30°01' WEST, 112.0 FEET; THENCE SOUTH 79°21' WEST, 80.0 FEET; THENCE NORTH 81°41' WEST, 60.0 FEET; THENCE NORTH 57°00' WEST, 345.0 FEET; THENCE SOUTH 49°37' WEST, 220.00 FEET; THENCE SOUTH 11°58' EAST, 280.0 FEET; THENCE SOUTH 9°33' EAST, 370.0 FEET; THENCE SOUTH 34°22' EAST, 250.0 FEET; THENCE SOUTH 30°05' EAST, 617.0 FEET; THENCE SOUTH 19°24' WEST, 416.0 FEET; THENCE SOUTH 10°38' WEST, 280.0 FEET; THENCE SOUTH 38°37' WEST, 200.00 FEET; THENCE SOUTH 49°50' WEST, 440.0 FEET; THENCE SOUTH 52°30' WEST, 374.2 FEET; THENCE SOUTH 70°20' WEST, 200.0 FEET; THENCE NORTH 78°57' WEST, 85.0 FEET; THENCE NORTH 63°06' WEST, 170.0 FEET; THENCE NORTH 72°33' WEST, 730.0 FEET; THENCE SOUTH 65°35' WEST, 280.0 FEE'; THENCE SOUTH 71°41' WEST, 215.0 FEET; THENCE SOUTH 59°30' WEST, 240.0 FEET; THENCE SOUTH 49°00' WEST, 255.0 FEET; THENCE SOUTH 4°37' WEST 260 FEET; THENCE SOUTH 51°02' WEST, 158.0 FEET; THENCE SOUTH 59°18' WEST, 280.0 FEET; THENCE SOUTH 70°17' WEST, 170.0 FEET; THENCE SOUTH 40°55' WEST, 265.0 FEET; THENCE SOUTH 58°22' WEST, 130.0 FEET; THENCE SOUTH 66°00' WEST, 400.00 FEET; THENCE SOUTH 70°22' WEST, 250.0 FEET; THENCE SOUTH 89°18' WEST, 320.0 FEET; THENCE NORTH 27°33' WEST, 120.0 FEET; THENCE SOUTH 60°15' WEST, 290.0 FEET; THENCE SOUTH 61°11' WEST, 570.0 FEET; THENCE SOUTH 65°42' WEST, 385.0 FEET; THENCE SOUTH 72°33' WEST, 135.0 FEET; THENCE SOUTH 85°30' WEST, 215.0 FEET; THENCE SOUTH 68°43' WEST, 527.0 FEET; THENCE SOUTH 71°12' WEST, 70.0 FEET; THENCE SOUTH 45°47' WEST, 455.0 FEET; THENCE SOUTH 76°09' WEST, 150.2 FEET; THENCE SOUTH 43°02' WEST, 190.0 FEET; THENCE SOUTH 56°52' WEST, 100.0 FEET; THENCE SOUTH 62°05' WEST, 175.3 FEET; THENCE NORTH 13°26' WEST, 463.0 FEET; THENCE NORTH 10°20' WEST, 110.0 FEET; THENCE NORTH 40°40' WEST, 93.0 FEET; THENCE NORTH 20°85' WEST, 165.0 FEET, MORE OR LESS, TO A POINT IN THE NORTH AND SOUTH CENTER LINE OF SECTION 1, TOWNSHIP 8 NORTH RANGE 33 EAST OF WILLAMETTE MERIDIAN, SAID POINT BEING 281.0 FEET SOUTH OF THE NORTH QUARTER CORNER OF THE SAID SECTION 1; THENCE SOUTH ALONG THE SAID CENTERLINE 2432.2 FEET; THENCE NORTH 41°53' EAST, 858.7 FEET; THENCE NORTH 48°43' EAST 514.2 FEET; THENCE NORTH 74°42' EAST, 257.3 FEET; THENCE SOUTH 86°51' EAST, 331.8 FEET; THENCE NORTH 78°12' EAST, 323.5 FEET; THENCE NORTH 74°47' EAST, 798.8 FEET TO A POINT IN THE EAST LINE OF THE AFORESAID SECTION 1, SAID POINT BEING 1409.3 FEET SOUTH MEASURED ALONG SAID EAST LINE FROM THE NORTHEAST CORNER OF THE SAID SECTION 1; THENCE NORTH 76°09' EAST, 249.7 FEET; THENCE SOUTH 85°54' EAST, 296.8 FEET; THENCE NORTH 85°14' EAST, 268.8 FEET; THENCE NORTH 73°33' EAST, 966.2 FEET; THENCE NORTH 52°48' EAST, 1214.5 FEET; THENCE NORTH 58°55' EAST, 250.7 FEET; THENCE NORTH 69°33' EAST, 260.2 FEET; THENCE NORTH 56°06' EAST, 178.4 FEET TO A POINT IN THE NORTH LINE OF SECTION 6 TOWNSHIP 8 NORTH OF RANGE 34 EAST OF THE WILLAMETTE MERIDIAN, SAID POINT BEING 1920.1 FEET WEST; MEASURED ALONG THE SAID NORTH LINE, FROM THE NORTHEAST CORNER OF SAID SECTION 6; THENCE NORTH 56°06' EAST, 314.9 FEET; THENCE SOUTH 8°11' EAST, 349.3 FEET TO A POINT IN THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 9 NORTH, RANGE 34 EAST OF THE WILLAMETTE MERIDIAN, SAID POINT BEING 125.0 FEET NORTH, MEASURED ALONG THE SAID EAST LINE FROM THE SOUTHEAST CORNER OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 31; THENCE SOUTH 125 FEET TO THE SOUTHEAST CORNER OF THE AFORESAID WEST HALF OF THE SOUTHEAST QUARTER; THENCE EAST ALONG THE SOUTH LINE OF THE SAID SECTION 31, AND THE SOUTH LINE OF SECTION 32 OF THE AFORESAID TOWNSHIP AND RANGE, TO THE SOUTHEAST CORNER OF THE WEST HALF OF THE WEST HALF OF THE SAID SECTION 32; THENCE NORTH, ALONG THE EAST LINE OF THE SAID WEST HALF OF THE WEST HALF, AND THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 9 NORTH, RANGE 34 EAST OF THE WILLAMETTE MERIDIAN, TO THE NORTHEAST CORNER OF THE SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE WEST, ALONG THE NORTH LINE OF THE SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER TO THE POINT OF BEGINNING.

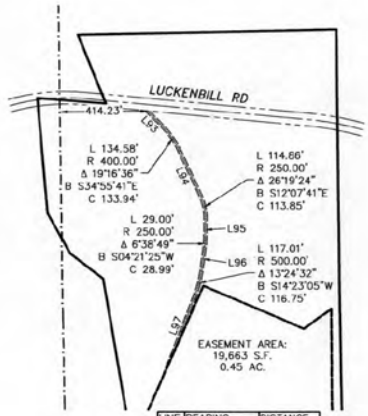
EXCEPTING THEREFROM THAT PORTION LYING IN THE COUNTY ROAD.

SITUATED IN WALLA WALLA COUNTY, STATE OF WASHINGTON.

ACCESS EASEMENT DETAIL

1" = 400'

TO BE CREATED BY SEPARATE INSTRUMENT



LINE	BEARING	DISTANCE
L93	S44°33'59"E	108.24'
L94	S25°17'23"E	233.49'
L95	S01°02'01"W	101.82'
L96	S07°40'49"W	115.80'
L97	S21°05'21"W	337.15'

10/22/2025

PBS

PBS Engineering and Environmental Inc.
5 N Colville St, Ste 200
Walla Walla, WA 99362
509.956.3026
pbsusa.com

CLIENT: BLUE MOUNTAIN LAND TRUST		PROJECT NO.: 68201
SURVEYOR: GREG E. FLOWERS		DATE: 10/9/2025
CALC BY: MFW	DRAWN BY: MFW	SCALE: 1" = 2000'
SECTION: MULTIPLE	TOWNSHIP: 8 & 9 NORTH	RANGE: 33 & 34 EAST
CITY: N/A	COUNTY: WALLA WALLA	SHEET 3 OF 3

2025-06529 B: 14 P: 281 SUR
10/22/2025 03:46:03 PM Page 3 of 3 Fees: 433.50
Kamber Martin County Auditor Walla Walla County, WA

Exhibit C
Deed of Conservation and Restoration Easement

AFTER RECORDING, RETURN TO:
Blue Mountain Land Trust
P.O. Box 1473
Walla Walla, WA 99362
Ptn. of Sections 31 and 32, T9N, R34E, Sections 5 and 6, T8N, R33E, and Section 1 T8N, R33E, W.M. Walla Walla County, WA
Bonneville Tract ID: UMATT-WL-15

DEED OF CONSERVATION AND RESTORATION EASEMENT

THIS DEED OF CONSERVATION AND RESTORATION EASEMENT ("**Conservation and Restoration Easement**") is made effective as of the date of the first recording by JOHN B. GAILEY and SUSAN K. GAILEY, managers and members of TOUCHET RIVER RANCH, L.L.C., a Washington limited liability company ("**Grantor**"), having an address of 222 Indian Court, Richland, WA, 99352, in favor of BLUE MOUNTAIN LAND TRUST, a Washington nonprofit corporation, and its successors and assigns ("**Grantee**"), having an address of P.O. Box 1473 Walla Walla, WA 99362, holder of the Conservation and Restoration Easement, and the UNITED STATES OF AMERICA, acting by and through the United States Department of Energy, Bonneville Power Administration ("**Bonneville**"), a third party beneficiary having certain rights described herein. Grantor and Grantee may be individually referred to as "Party" or collectively referred to as "**Parties**."

I. RECITALS

A. Protected Property. Grantor is the owner in fee simple of certain real property situated approximately 15 miles northwest of the City of Walla Walla in Walla Walla County, Washington. A 438.79-acre portion of Grantor's larger 492.75-acre real property will be permanently protected by this Conservation and Restoration Easement, which will protect significant proposed habitat restoration and channel modification along approximately three river miles of the Touchet River, once implemented ("**Protected Property**," also commonly referred to as Túuši Wána). The remaining 53.96-acre portion of Grantor's larger 492.75-acre real property is outside of the Protected Property will not be subject to this Conservation and Restoration Easement. Through a separately recorded Deed of Access Easement, Grantor has conveyed an access easement to Grantee and Bonneville over and across that 53.96-acre portion outside of the Protected Property to allow for ingress and egress to the Protected Property (Bonneville Tract ID UMATT-AR-15, Recording No: XXX), attached as **Exhibit J** (Access Easement). See **Exhibit A** and **Exhibit B** for a legal description and map of the Protected Property.

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B. **Planned Restoration Work.** The Confederated Tribes of the Umatilla Indian Reservation ("**CTUIR**") are responsible for the planning, design, and proposed phased implementation of a large-scale habitat restoration project ("**Planned Restoration Work**" a/k/a Túuši Wána Floodplain Enhancement Project) along approximately three river miles of the Touchet River occurring entirely within the Protected Property, in coordination with and funded by Bonneville (Project # 1996-046-01 EXP Walla Walla Basin Fish Habitat Enhancement), and in coordination with Grantor pursuant to a Riparian and Conservation Agreement executed in January 2022 and amended in April 1, 2025, attached as **Exhibit C** (Riparian Conservation Agreement, as amended). The Planned Restoration Work is intended to improve habitat for juvenile and adult ESA-listed salmonids, and may include, but is not limited to, channel or side-channel excavation, construction and placement of large woody material structures, and reseeding native grasses and planting riparian vegetation.

C. **Protected Water.** Grantor is also the holder of one Surface Water Right Certificate (**Exhibit D**, Touchet River Adjudicated Certificate #345) appurtenant to its fee-owned real property allowing for irrigation of 219.0 acres from the Touchet River, with certain seasonal and annual restrictions. As part of this Conservation and Restoration Easement transaction and the Riparian and Conservation Agreement with CTUIR, Grantor, in partnership with the CTUIR, will file a change application with Washington State Department of Ecology ("**Ecology**"), Trust Water Rights Program, where the net effect will: (1) enable the permanent transfer of 208.76 acres of Certificate #345, in the amount of 3.21 cfs from April 1 to September 15, and 4.174 cfs from September 15 to April 1, instream in the Touchet River for the benefit of fish and wildlife ("**Protected Water**"); and (2) enable Grantor to reserve 10.24 acres of Certificate #345 ("**Reserved Water Rights**") for use on Grantor's fee-owned land outside of and adjacent to the Protected Property. Ecology will make the final determination of the actual water quantity available for protection and retention as a result of the change application review and approval process. The change process is described further in Section II.D (Change Process for Protected Water and Reserved Water Rights).

D. **Qualified Organization.** Grantee is a publicly-supported, tax-exempt non-profit organization, qualified under Sections 501(c)(3) and 170(h) of the Internal Revenue Code of 1986, as amended, 26 U.S.C. [United States Code] §§ 1 *et seq.*, and RCW [Revised Code of Washington] §§ 64.04.130 and 84.34.250, to hold this Conservation and Restoration Easement. Grantee's primary purpose is to acquire, preserve, and dispose of privately-owned fee and less-than-fee real property interests to protect open space, agricultural, forest, fish and wildlife habitat, and historically significant lands in southeast Washington and Eastern Oregon. Grantee has resources to monitor and enforce the restrictions set forth in this Conservation and Restoration Easement.

E. **Funding and Authority (General).** Bonneville is a power-marketing agency having legal obligations under the Pacific Northwest Electric Power Planning and Conservation Act, 16 U.S.C. §§ 839-839h ("**Northwest Power Act**"), to protect, mitigate, and enhance fish and wildlife, including related spawning grounds and habitat, affected by the development and operation of federal hydroelectric projects of the Columbia River and its tributaries, in a manner consistent with the purposes of the Northwest Power Act, the Fish and Wildlife Program adopted by the Pacific Northwest Electric Power and Conservation Planning

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Council under Section 4(h) of the Northwest Power Act (16 U.S.C. § 839b(h)), and other environmental laws, including the Endangered Species Act, 16 U.S.C. §§ 1531-1544 ("**ESA**"). Bonneville has the authority pursuant to the Northwest Power Act, 16 U.S.C. §§ 839b(h) and 839f(a), the Federal Columbia River Transmission System Act, 16 U.S.C. § 838(e) and § 838i(b), and the Bonneville Project Act, 16 U.S.C. §§ 832a(c) through (f), to acquire and sell real estate or to assist in the acquisition and transfer of real property interests.

F. **Funding for this Deed of Conservation and Restoration Easement.** Bonneville, in partial fulfillment of its Northwest Power Act mitigation responsibility, is funding the acquisition of this Conservation and Restoration Easement, the instream transfer of Protected Water, and the planning, design, proposed and final implementation, and monitoring and evaluation of Planned Restoration Work under agreements and contracts with the CTUIR, including but not limited to Bonneville Projects 2008-207-00 (EXP Umatilla Tribe Acquisition and Protection) and 1996-046-01 (EXP Walla Walla Basin Fish Habitat Enhancement).

Now, therefore, the Parties agree as follows:

II. AGREEMENT

A. **Conveyance and Consideration.** The Grantor, for and in consideration of $2,005,000 dollars provided by Bonneville, in hand paid, conveys and warrants to Grantee, its successors and assigns, a perpetual Conservation and Restoration Easement in, over, under, upon, and across the Protected Property legally described in **Exhibit A** (Legal Description – Conservation and Restoration Easement) and shown in **Exhibit B** (Map – Conservation and Restoration Easement), and;

TOGETHER WITH a right of access over, under, upon and across the Protected Property;

TOGETHER WITH the permanent instream transfer of Protected Water, 208.76 acres (irrigation water right) from Certificate #345 to the Washington State Department of Ecology, Trust Water Rights Program for the benefit of fish and wildlife in the Touchet River;

TOGETHER WITH the right to plan, design, and implement the Planned Restoration Work, in partnership with Grantor, the CTUIR, and Bonneville, and;

RESERVING Grantor's Reserved Water Rights, 10.24 acres (irrigation water rights) from Certificate #345 for Grantor's irrigation purposes outside of and adjacent to the Protected Property.

For and in the same consideration, Grantor conveys and warrants to the United States of America and its assigns perpetual third party rights to this Conservation and Restoration Easement together with access to the same, further described in Section II.F (Rights Conveyed to Grantee (and Bonneville)) below.

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The interests conveyed to Grantee and the United States of America are real property interests created and implemented in accordance with RCW § 64.04.130 and other applicable federal and state law. Grantor expressly intends that this Conservation and Restoration Easement create equitable servitudes and covenants running with the land, and is a perpetual and irrevocable easement in gross, which shall be binding upon Grantor and Grantor's heirs, successors and assigns of the Protected Property for the benefit of Grantee and the United States of America.

B. Purpose. The purpose of this Conservation and Restoration Easement ("**Purpose**") is to permanently identify, preserve, protect, maintain, conserve, enhance, improve, and allow for the restoration of fish and wildlife habitat, open space, and other Conservation Values of the Protected Property, as those Conservation Values are described in Section II.C (Conservation Values). This includes preventing any use of, or activity on, the Protected Property that will materially impair the Conservation Values.

C. Conservation Values. The Protected Property possesses relatively natural and restored riparian habitat important for fish and wildlife species, open space, and scenic values of great importance to Grantor, the people of Walla Walla County, the people of the State of Washington, and the United States (collectively, "**Conservation Values**"). The Conservation Values of the Protected Property are more fully described below.

1. Riparian Habitat. The Protected Property includes approximately 340 acres of riparian and wetland habitat, containing hardwood communities of willow and cottonwood, along the Touchet River. Riparian habitat generally contains elements of aquatic and terrestrial ecosystems providing particularly important habitat for fish and wildlife species, including water, soil and stream bank stability, flood control, stream temperature control, water purification, and supply of food and nutrients to the aquatic system.

2. Fish Species and Habitat. The Protected Property provides spawning, rearing, and migration habitat for a diverse list of native fish species, including but not limited to ESA-listed Middle Columbia River summer steelhead (*Oncorhynchus mykiss*) and bull trout (*Salvelinus confluentus*). Other important fish and aquatic species include spring Chinook salmon (*O. tshawytscha*), Rainbow trout (*O. mykiss*), Pacific lamprey (*Entosphenus tridentatus*), and other native fish.

3. Wildlife Species and Habitat. The Protected Property provides upland and critical winter range habitat for Northwest whitetail deer (*Odocoileus virginianus ochrourus*), mule deer (*Odocoileus hemionus*), and moose (*Alces alces*), and is currently dominated by bunchgrass and sagebrush. Wetland, riparian, and upland habitats, taken together, benefit numerous wildlife species, including but not limited to breeding and hunting areas for Washington State-listed endangered ferruginous hawk (*Buteo regalis*), and habitat for other important wildlife species including yellow warbler (*Dendroica dominica*), western meadowlark (*Sturnella neglecta*), pileated woodpecker *(Dryocopus pileatus*), bald eagle (*Haliaeetus leucocephalus*), American white pelican (*Pelecanus erythrorhynchos*), American beaver (*Castor canadensis*), mountain lion (*Puma*

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concolor), western rattlesnake (*Crotalus viridus*), Columbia spotted frog (*Rana luteiventris*), western toad (*Bufo boreas*), long-toed salamander (*Ambystoma macrodactylum*), and various waterfowl and upland bird species.

4. Natural, Scenic, and Open Space Values. The Protected Property possesses natural, scenic, and open space values, including approximately three river miles of the Touchet River and adjacent floodplain.

5. Planned Restoration Work and Protected Water. Implementing the Planned Restoration Work of the Protected Property as described in Section I.B, and permanently transferring Protected Water to the State of Washington for instream use as described in Sections I.C, II.A and II.D, will benefit all of the other Conservation Values listed above by: (1) increasing habitat for ESA-listed and non-listed fish and other aquatic species, habitat for terrestrial and avian wildlife, water availability (quantity), floodplain connectivity, storage and capacity, flooding inundation protection, and instream structural complexity, (2) improving sediment routing processes, streamflow timing and duration, water quality (including reduced or buffered stream temperatures), riparian vegetation condition (quantity and quality), (3) and allowing for limited recreation access and opportunities and landowner business operations.

This list is not exhaustive. Parties and Bonneville acknowledge that the Conservation Values may periodically fluctuate due to short- or long-term changes from restoration activities or factors beyond the Grantor or Grantee's control, including but not limited to wildlife, earth movement, floods, interdecadal climate events, long-term climate change, or any or all of these.

D. Change Process for Protected Water and Reserved Water Rights. As summarized in Section I.C, Grantor, in partnership with the CTUIR, will file a change application with Ecology for change in the purpose of use for one adjudicated surface water right (see Touchet River Adjudicated Certificate #345 in Exhibit D), where the net effect for purposes of this Conservation and Restoration Easement is to: (1) enable the permanent transfer of the Protected Water, 208.76 acres under Certificate #345, instream to the Touchet River for the benefit of fish and wildlife, and (2) enable Grantor to reserve its Reserved Water Rights, 10.24 acres of irrigation under Certificate #345, for use on Grantor's fee-owned land outside of and adjacent to the Protected Property, and legally described in **Exhibit E** (Legal Description – Reserved Water Rights). Steps included:

1. Obtaining authorization for the diversion of water from the Touchet River at the point of diversion in the NW ¼ NW ¼, Sec. 32 T 8 N., R 34 E., W.M. in the amount of 0.016 cfs from April 1 to September 15, and 0.205 cfs from September 15 to April 1, to enable the exercise of Grantor's Reserved Water Rights for the irrigation of 10.24 acres under Certificate #345 outside of and adjacent to the Protected Property, and;

2. Changing the purpose of use for the remaining 208.76 acres under Certificate #345, in the amount of 3.21 cfs from April 1 to September 15, and 4.174 cfs from September 15 to April 1, from irrigation to permanent instream flows

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under Ecology's Trust Water Rights Program (RCW § 90.42) for the benefit of fish and wildlife in the Touchet River. Ecology will make the final determination of the actual water quantity available for protection as instream flow and retention for irrigation as a result of the change application review and approval process.

3. Obtaining approval for a development schedule that allows Grantor (and CTUIR, through its Riparian Conservation Agreement with Grantor) the limited right to irrigate perennial native plantings for five (5) years. The express purpose of this limited use of the Protected Water is to ensure native perennial plant revegetation success. For the purposes of irrigating perennial native plantings allowable under this Section II.D.3, agricultural infrastructure and water delivery system equipment, including but not limited to pumps, pipes, drip irrigation lines, soaker hoses, portable sprinklers, and temporary water conveyance hoses, may be utilized. No other use of the Protected Water is permitted, other than as discussed in Section II.D.

The Final Report of Examination finalizing the above changes has not yet been issued by Ecology, and will be recorded upon receipt.

Upon completion of the change application with the Department of Ecology, a deed permanently transferring the 208.76 acres of irrigation water right from Certificate #345, substantially as shown in Exhibit E, will be recorded in favor of Ecology to permanently protect instream flows in the Touchet River for the benefit of fish and wildlife. The deed meets the requirements for permanently changing a water right to trust under RCW § 90.42.080(1)(b) and (4).

E. Baseline Inventory.

1. Baseline Inventory at Acquisition. The Parties and Bonneville agree that the characteristics and conditions of the Protected Property as of the Effective Date of this Conservation and Restoration Easement (see Section II.U.9 for definition of Effective Date) are documented in an inventory report on file at the offices of Grantee and Bonneville ("**Baseline Inventory**"), which is incorporated into this Conservation and Restoration Easement by reference in the acceptance and acknowledgment contained in **Exhibit F** (Acknowledgement of Baseline Inventory). The Baseline Inventory consists of reports, maps, photographs, satellite imagery, and other documentation that collectively provide an accurate representation of the Protected Property to serve as the primary repository of objective information for monitoring changes to the Protected Property and compliance with the terms and conditions of this Conservation and Restoration Easement. Grantee is not limited to use of the Baseline Inventory to show a change in condition or use of the Protected Property.

2. Amendments to the Baseline Inventory after Implementation of Planned Restoration Work. The Parties and Bonneville acknowledge that, as of the Effective Date of this Conservation and Restoration Easement, some of the Planned Restoration Work has

been implemented, but much of the proposed work is still in the design and planning phase. Such Planned Restoration Work, when fully completed, will alter the baseline condition of the Protected Property and result in short- and long-term changes to the Protected Property and Conservation Values. Thus, the Parties and Bonneville further acknowledge and agree that, within eighteen (18) months of the completion of Planned Restoration Work, an "**Amended Baseline Inventory**" will be compiled by Grantee and incorporated herein by this reference. Copies of the Amended Baseline Inventory will be kept on file at the offices of Grantee and Bonneville and provided to Grantor. Failure to timely compile the additional Baseline Inventory shall not affect the enforceability of validity of any other provision hereof.

F. Rights Conveyed to Grantee (and Bonneville). To accomplish the Purpose of this Conservation and Restoration Easement, the following rights are conveyed to Grantee (and Bonneville):

1. Protection and Restoration. Grantee shall have the right to identify, protect, preserve, maintain, restore, enhance, improve, and conserve the Conservation Values in perpetuity.

2. Access. Grantor hereby grants to Grantee and Bonneville, and their employees, contractors, representatives, or assigns, including CTUIR and its employees, contractors, representatives, or assigns, the following rights of access:

   a. The right to enter the Protected Property at reasonable times and in accordance with notice provisions in Section II.Q.1, for the purpose of monitoring, compliance monitoring, protecting, maintaining, enhancing, or restoring the Conservation Values.

   b. The right to enter the Protected Property at any time when Grantee, in its sole discretion, believes that a violation of this Conservation and Restoration Easement is imminent, is occurring, or has occurred, for the purpose of preventing, mitigating, or terminating damage to the Conservation Values and otherwise enforcing the provisions of this Conservation and Restoration Easement. Grantee shall provide notice of such entry to Grantor as soon as practicable.

      The right to enter the Protected Property, as provided for in this Section II.F.2 of the Conservation and Restoration Easement, includes the right of access on foot, with drones, and with motor vehicles.

      Grantor shall not unreasonably withhold or delay its consent to dates and times of access proposed by Grantee.

3. Injunction and Restoration. The right to enjoin any use of or activity on the Protected Property that is inconsistent with the Purpose, including any trespass use of the Protected Property, and to require or undertake the restoration of such areas or features of the Protected Property as may be damaged by uses or activities inconsistent with the

provisions of this Conservation and Restoration Easement, in accordance with Sections II.L (Dispute Resolution) and II.M (Enforcement or Judicial Resolution).

4. Enforcement. The right to enforce the terms and conditions of this Conservation and Restoration Easement, consistent with Sections II.L (Dispute Resolution) and II.M (Enforcement or Judicial Resolution).

5. Assignment. The right to assign, convey, or otherwise transfer Grantee's interest in the Protected Property in accordance with Section II.T.

6. Development Rights. Grantor has granted and conveyed to Grantee all development rights except as specifically reserved herein and agrees that such rights may not be used on or transferred off of the Protected Property as it now or hereafter may be bounded or described, or to any other property adjacent or otherwise, or used for the purpose of calculating permissible lot yield or density of the Protected Property or any other property.

7. Signage. Grantee has the right to erect and maintain one or more signs or other appropriate markers on the Protected Property bearing information indicating that the Protected Property is protected by this Conservation and Restoration Easement held by Grantee and funded by Bonneville.

8. Rights of Bonneville. Bonneville may, but is not obligated to, exercise all the rights and remedies of the Grantee.

G. Reserved Rights and Permitted Uses. Grantor reserves for itself and its heirs, successors, and assigns, all rights accruing from ownership of the Protected Property, including the right to engage in, or permit or invite others to engage in, any use of or activity on the Protected Property that is consistent with the Purpose, this Conservation and Restoration Easement, and applicable provisions of federal and state law. Without limiting the generality of the preceding sentence, Grantor specifically reserves for itself and its personal representatives, heirs, successors, and assigns, the following uses and activities:

1. Reserved Water Rights. Except for the Protected Water, Grantor reserves all water and water rights, ditches and ditch rights, and reservoir and reservoir rights, appurtenant to or authorized for use on Grantor's real property adjacent to the Protected Property, including but not limited to the Reserved Water Rights, any water rights acquired after the Effective Date.

2. Interior Access Roads. Grantor shall have the right to use, maintain, repair, and replace the interior access roads in their existing footprints as shown on **Exhibit G** (Road Map – Conservation and Restoration Easement). All maintenance, repairs, and replacement of the interior access roads must utilize permeable materials.

3. Fences and Gates.

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a. Fencing the Perimeter of the Protected Property. Parties, CTUIR, and its partners may construct, maintain, repair, and remove flagging, fencing, and gates to demarcate part or all the boundaries of the Protected Property. Any new or maintained perimeter fencing shall be "wildlife-friendly" to allow for the safe passage of wildlife and wildlife access to food, shelter, and water. If gates are installed, all Parties will have access to keys or gate codes at all times.

b. Fencing within the Protected Property. Grantor and its employees, contractors, representatives, or assigns (including CTUIR and its employees, contractors or representatives) may maintain, replace, and repair existing fences, gates, and other improvements located in the Protected Property as of the Effective Date of this Conservation and Restoration Easement, as identified and shown in the Baseline Inventory, provided such fence or improvement is replaced or repaired in its original approximate size, type, and general location. Grantor and CTUIR may also construct temporary fencing within the Protected Property to promote the establishment of native vegetation, or otherwise remove fencing interior to the Protected Property, to support the Planned Restoration Work. Any change in location of any fencing on the Protected Property requires prior written approval from Grantee. Any newly replaced or maintained fencing shall be "wildlife-friendly" to allow for the safe passage of wildlife and wildlife access to food, shelter, and water.

4. Herbicide and Pesticide Application. Herbicides and pesticides may be used to control noxious and invasive weeds on the Protected Property, only in the amounts and with the frequency constituting the minimum necessary to accomplish reasonable weed management objectives and to have an adverse effect on fish and wildlife habitat or water quality. Noxious and invasive weed identification and all herbicide and pesticide use shall be detailed in the Management Plan and shall comply with all applicable federal, state and local requirements. If appropriate, pesticides may be applied with an all-terrain vehicle ("**ATV**") consistent with Section II.H.19 (Vehicles).

5. Low-Impact Recreation. Low-impact recreational activities such as hiking, bird watching, cross-country skiing, fishing and hunting on the Protected Property are permitted for Grantor and Grantor's invitees, provided that such activities are conducted in compliance with applicable laws and regulations and in a manner and intensity that does not materially impair the Conservation Values of the Protected Property or constitute commercial recreational activities.

6. Foot Paths. New footpaths equal to or less than six (6) feet wide may be constructed on the Protected Property if they are maintained with permeable surfaces and designed and located to be consistent with the Purposes. Prior to the construction of such foot paths, Grantor shall consult with and obtain the written approval of Grantee and written agreement by Bonneville for the design, proposed use, and location of such foot paths. No trees with a diameter at breast height of less than or equal to six (6) inches can be removed, and other tree and vegetation removal shall be minimized.

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7. Emergency Activities to Protect Human Health and Safety. Grantor is permitted to undertake emergency activities needed to protect human health or safety on the Protected Property or on adjacent properties, including the placement of temporary structures, soil disturbances, or removal of vegetation necessary to control the spread of wildfires. All emergency actions taken must, however, comply with federal, state, or local law. In the event of such emergency actions being taken within the Protected Property, Grantor shall avoid or minimize impairment with the Conservation Values to the greatest extent possible. Grantor will promptly notify Grantee of any emergency actions taken pursuant to this subsection, pursuant to the notification provisions for exigent circumstances in Section II.Q.4, and after the emergency has passed, will cooperate with Grantee and Bonneville to appropriately restore the Protected Property and Conservation Values. Consistent with Section II.Q.4, if such restoration is necessary, Grantor shall accept full responsibility for the cost of the restoration.

8. Habitat Management and Planned Restoration Work. CTUIR may implement any Planned Restoration Work, stewardship, or management activity that is intended to conserve, restore, maintain, or enhance the Conservation Values of the Protected Property and is performed pursuant to (i) a Riparian Conservation Agreement, (ii) a Land Use Agreement with Bonneville, or (iii) the Management Plan as described in Section II.I. Such habitat work may be conducted with motor vehicles, consistent with Section II.H.19 (Vehicles), and may include the construction and subsequent decommissioning and restoration to natural conditions of temporary roads used to implement the Planned Restoration Work, and the decommissioning and restoration of prior-existing interior access roads. Such habitat work may also require the construction and use of temporary structures, to be utilized by CTUIR, its contractors, and partners for the sole purpose of implementing the Planned Restoration Work. Any temporary structures constructed for the Planned Restoration Work must be disassembled upon completion of the Planned Restoration Work, and the area impacted must be restored to site-appropriate natural habitat conditions. Nothing in this section shall be interpreted to allow the use or maintenance of any temporary structures beyond the completion of the Planned Restoration Work.

   Grantor may conduct additional restoration work in the future, beyond the timeframe of the CTUIR's Planned Restoration Work, subject to written approval by Grantee and Bonneville, in an amended Management Plan or Land Use Agreement.

9. Personal or Tribal Vegetation Harvest for Traditional and Cultural Use. Grantor may conduct and may allow the CTUIR, its members, and Indigenous people, to gather and harvest plant resources for traditional and cultural use, in a time and manner that is consistent with the Purpose.

10. Conveyance and Encumbrances.

    a. Fee Interest. Grantor may convey fee interest in the Protected Property as a single unit of land and shall give prior written notice to Grantee and Bonneville consistent with Section II.Q.1.b, which such written notice shall include the name

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and contact information of the purchaser and other information reasonably necessary for Grantee and Bonneville to facilitate any necessary dialog about understanding compliance with this Conservation and Restoration Easement and amendment or transfer of the Management Plan with the buyer of the Protected Property. Grantor shall ensure the deed conveying fee affirmatively states that the conveyance is subject to this Conservation and Restoration Easement, and reference the recordation number for each instrument.

b. Less-than-Fee Interest Grant of Rights. Grantor may convey less-than-fee interests or otherwise encumber the Protected Property, subject to prior written approval by Grantee and Bonneville, which would include, but is not limited to, leases, licenses, permits, mortgages and deeds of trust, or easements. Prior written approval of Grantee and Bonneville is contingent upon Grantee and Bonneville's determination that the proposed grant of less-than-fee interest or rights is consistent with the Purpose and is not prohibited by the terms and conditions of this Conservation and Restoration Easement. Any-less-than fee interest grant of right shall be subordinate to this Conservation and Restoration Easement and reference that the rights are subject to the terms and conditions of this Conservation and Restoration Easement. For mortgages and deeds of trust, plain language affirming such subordination shall be included in the appropriate conveyance documents and reviewed and approved by Grantee and Bonneville prior to execution. Bonneville will document its written approval through a Land Use Agreement or its equivalent.

Further, for leases, permits, or licenses, Grantee shall have the opportunity to meet with the lessee, permittee, or licensee prior to the execution of the lease, permit, or license to review the requirements of the Conservation and Restoration Easement and Management Plan. The lease, permit, or license shall include a certification by Grantee that the provisions of this subsection have been met. If Grantor executes a lease, permit, or license in violation of this requirement, Grantor shall be liable for all subsequent costs incurred by Grantee in ensuring that the lessee, permittee, or licensee complies with the provisions of this Conservation and Restoration Easement, in addition to any damages and costs recoverable under Section II.M (Enforcement or Judicial Resolution) in the event of a violation. Grantor shall also be liable for any violation of this Conservation and Restoration Easement by its lessee, permittee, licensee, or guest.

11. Requests for Other Uses. In the event Grantor intends to exercise reserved rights under this Conservation and Restoration Easement in a manner that is not clearly addressed in this Section II.G, Grantor will consult with Grantee in accordance with the notice provisions in Section II.Q.1.b.

H. Prohibited Uses. Any use of, or activity on, the Protected Property inconsistent with the Purpose and materially impairing the Conservation Values is prohibited. Grantor acknowledges and agrees that it will not conduct, engage in or permit any such use or activity. Uses or activities otherwise prohibited under this Section II.H may be temporarily

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allowed during restoration of the Protected Property, if consistent with the Purpose of this Conservation and Restoration Easement and described in the Management Plan. Without limiting the generality of this subsection, the following uses of, or activities on, the Protected Property, are deemed inconsistent with the Purpose and expressly prohibited, except to the extent expressly reserved in Section II.G or in this Section II.H.

1. Subdivision. The legal or "de facto" division, subdivision, or partitioning of the Protected Property of any kind is prohibited, including but not limited to any subdivision, short subdivision, platting, building site plan, testamentary division, or other process by which the Protected Property is divided into lots or in which title to different portions of the Protected Property are held by different owners.

2. Commercial, Industrial, or Residential Use. Any commercial, industrial, or residential use of the Protected Property is prohibited. This includes, but is not limited to, timber harvest, grazing of livestock, other agricultural use including production of crops, and commercial recreational activities such as allowing hunting or fishing on the Protected Property for profit, consistent with Section 2031(c)(8)(B) of the Internal Revenue Code of 1986, as amended, and Treasury Regulations at 26 CFR 1.170A-14.

3. Buildings, Structures and Other Improvements. The placement or construction of any buildings, structures, or other improvements of any kind is prohibited, including but not limited to dwellings, trailers, mobile homes, agricultural buildings, stock ponds, pipelines, wells, septic systems, drain fields, and parking areas, except for temporary hunting structures or blinds consistent with non-commercial hunting in Section II.G.5, and except as otherwise expressly reserved in Section II.G.

4. Removal of Trees and Other Native Vegetation. The pruning, cutting down, or other alteration, destruction, or removal of live and dead trees and other native vegetation is prohibited except as necessary to exercise the reserved rights in Sections II.G, and for the following purposes: (a) to remove dead, diseased or dying trees that pose a threat to human health or safety or to permitted improvements on the Protected Property; (b) to prune or remove trees or limbs that overhang the boundary of the Protected Property and which pose a risk of damage to permitted fencing or to area outside the Protected Property; (c) to prevent, limit or stop the spread of disease or infestation of pests to other vegetation; or (d) with the prior written approval of Grantee and prior written agreement of Bonneville to preserve, protect, restore or enhance the Conservation Values. Except with the prior written approval of Grantee and prior written agreement of Bonneville, any trees or other native vegetation that are cut down or pruned must be left on the Protected Property to decompose naturally to the extent possible.

5. Utilities. The installation of new utility systems (including but not limited to public or private electric, telephone, or other communications services) or the extension of existing utility systems on, under, or over Protected Property is prohibited, except as necessary to accommodate Planned Restoration Work, or to otherwise relocate utility lines to accommodate Planned Restoration Work.

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6. Roads and Impervious Surfaces. The construction of any new roads and any impervious surfaces on existing roads is prohibited, except as consistent with Section II.G.2 (Interior Access Roads), Section II.G.8 (Habitat Management and Planned Restoration Work), and as otherwise reviewed and approved in the Management Plan or Land Use Agreement.

7. Fences. The construction, maintenance, repair, or replacement of any fences or gates, within the Protected Property is prohibited, except as consistent with Section II.G.3.

8. Mining. The exploration for, or development or extraction of, sand, gravel, and other aggregates, hydrocarbons (including but not limited to oil, natural gas, and shale), minerals, or any other mineral substance, on or below the surface of the Protected Property is prohibited. Any alteration of land permitted by this Conservation and Restoration Easement will not be interpreted to allow for the extraction or removal of surface materials inconsistent with Section 170(h)(5) of the Internal Revenue Code of 1986, as amended, and applicable Treasury Regulations.

9. Alteration of Land Topography. Except as expressly permitted in Section II.G., any activity that will alter the soil surface, topography, or subsurface of the Protected Property is prohibited, including, without limitation, excavating, plowing, disking, filling, burning, or removing any soil, sand, gravel, rock, peat, or sod, except as approved by Grantee and Bonneville as consistent with this Conservation and Restoration Easement, the Management Plan, or any Bonneville-issued Land Use Agreement. Any such allowable alteration shall be designed and located to avoid or minimize materially impairing the Conservation Values. This provision shall not be interpreted to permit any extraction or removal of surface materials inconsistent with Section 170(h)(5) of the Internal Revenue Code of 1986, as amended, and applicable Treasury Regulations.

10. Alteration of Watercourses. Except for the Habitat Management and Planned Restoration Work (Section II.G.8), draining, filling, dredging, ditching, diking, or other alteration of wetland areas, the creation, alteration, or manipulation of ponds, the diking, rip-rapping or other alteration of the Touchet River, or the creation of new wetlands, water impoundments, or watercourses is prohibited, except with the prior written approval of Grantee and prior written agreement by Bonneville to preserve, protect, restore or enhance the Conservation Values, consistent with the Management Plan, or any Bonneville-issued Land Use Agreement.

11. Erosion or Water Pollution. Except for emergency activities (Section II.G.7) and the Habitat Management and Planned Restoration Work (Section II.G.8), any use or activity that causes or is likely to materially impair the Conservation Values due to soil degradation or erosion or pollution of any surface or subsurface waters is prohibited.

12. Solid Waste and Hazardous Materials Storage and Disposal. The disposal, storage, or abandonment of solid waste, including but not limited to rubbish, garbage, debris, vehicles, sewage, and abandoned equipment or other personal property, and hazardous

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materials (defined in Section II.R.2) is prohibited. This subsection shall not be interpreted to prohibit the temporary storage of vehicles, equipment, fuel, or other materials or supplies necessary for permitted activities, provided that such vehicles, equipment, fuel, materials, or other supplies are stored in accordance with federal, state, and local law and shall not be stored for a period longer than fourteen (14) calendar days, or for Planned Restoration Work.

13. Signs. The placement of commercial signs, billboards, or other advertising material on the Protected Property is prohibited, except signs that identify the Protected Property, advertise for sale or rent, state the condition of access to the Protected Property, describe the natural features of the Protected Property including but not limited to funding and implementation of the Conservation and Restoration Easement and Planned Restoration Work, or acknowledge prohibitions associated with this Conservation and Restoration Easement, provided that such signs are less than fifteen (15) square feet in area per side and the location of such signs do not materially impair the Conservation Values.

14. Fish and Wildlife Disruption. The intentional disruption of fish spawning, wildlife breeding and nesting, foraging and migrating activities is prohibited. This prohibition will not be construed to prohibit lawful low-impact recreational hunting or fishing on the Protected Property consistent with applicable laws, regulations, and seasons as allowed by Section II.G.5.

15. Planting Non-Native Vegetation. The intentional introduction of weeds required to be eradicated or controlled as a noxious weed pursuant to Washington state classifications and designated by Walla Walla County as Class A or B weed is prohibited on the Protected Property.

16. Harvest of Native Plants. The gathering, picking, taking or harvesting of native plants, or any parts thereof, is prohibited, except for personal use or tribal vegetation harvest for traditional and cultural use, consistent with Section II.G.9.

17. Game Farming and Game Farm Animals. Grantor may not construct, conduct, or operate a game farm or raise, breed or hold game farm animals on the Protected Property. Game farm animals include penned, enclosed or privately owned animals that are normally wild animals, including, but not limited to, deer, elk, caribou, moose, antelope, mountain sheep, mountain goats, bears, cougars and other cats, furbearers such as mink, foxes, and birds.

18. Feedlots. The establishment, operation and maintenance of a feedlot is prohibited on the Protected Property. A "**feedlot**" means high-density animal confinement facilities, including structures, fencing, and walls, where animals are kept for intensive feeding purposes or where animals are received for short-term use (e.g., for auction) such as Animal Feeding Operations or Concentrated Animal Feeding Operations as defined by Federal, State, and local laws as of the Effective Date of this Conservation and

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Restoration Easement, or as of the date the facility is proposed if said definition is subsequently amended to be more restrictive.

19. Vehicles. The operation of cars, trucks, motorcycles, ATVs, utility task vehicles ("**UTVs**"), dune buggies, snowmobiles, or any other type of motorized vehicle, or the operation of other motorized sources of compaction or erosion that could materially impair the Conservation Values, is generally only allowed on interior access roads described in Section II.G.2 and shown in Exhibit F, except as necessary off-road to maintain, repair, replace, and construct fences and gates (Section II.G.3), apply herbicides and pesticides (Section II.G.4), low-impact recreational hunting (Section II.G.5) (e.g., use of an ATV over the Protected Property to aid in the transportation of a deceased animal), conduct emergency activities (Section II.G.7), and implement Habitat Management and Planned Restoration Work (Section II.G.8), and to conduct other land management, maintenance, and monitoring activities. Such limited off-road use may not create rutting, tracks, or soil disturbance, and must be consistent with the uses and activities described in Land Use Agreements or the Management Plan

I. Management Plan. As of the Effective Date of this Conservation and Restoration Easement, the Parties have jointly developed and agreed to a written plan for management of the Protected Property ("**Management Plan**") and which Grantee and Bonneville have determined to be consistent with this Conservation and Restoration Easement (see **Exhibit H**, Acknowledgment of Management Plan). The Management Plan will be kept on file at the offices of Grantee, CTUIR, and Bonneville. The Management Plan will be revised, as necessary, by Grantee in the event of a change of ownership of the Protected Property or every five (5) years, or when it is necessary to address changed circumstances affecting the Protected Property. The Management Plan and any amendments thereto shall be consistent with the terms and conditions of this Conservation and Restoration Easement and shall require the written approval of the Parties and Bonneville, each in their sole discretion, before taking effect. In no case may the Management Plan permit any use of the Protected Property that is prohibited by the terms and conditions of this Conservation and Restoration Easement. In the event of a conflict, the terms and conditions of this Conservation and Restoration Easement shall prevail over the Management Plan. The Management Plan is binding on Grantor's successors and assigns.

An acknowledged Management Plan that is effective as of the date of any change of ownership, five (5) year revision period, or changed circumstances necessitating a revision, shall remain in effect until such time as a revised Management Plan is completed. A revision of the acknowledged Management Plan must be approved in writing by the Parties and Bonneville. If the Parties cannot agree to a revised Management Plan, then the existing Management Plan remains in effect.

J. Annual Report. By April 15 each year, Grantee shall submit a report to Bonneville for annual monitoring conducted in the prior calendar year. The annual report will describe, at a minimum, any changed conditions of the Protected Property and status of the Conservation Values, including but not limited to documenting the implementation of any Planned Restoration Work, any uses or activities undertaken, in progress, or planned, any violations or

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potential violations of the Conservation and Restoration Easement or other issues with compliance, and any enforcement action(s) taken.

K. Public Access. No right of access or entry to or use of the Protected Property by the general public is conveyed by this Conservation and Restoration Easement. Grantor retains the sole and exclusive right to grant any public access to the Protected Property, and all such access must be consistent with the Purpose and the terms and conditions of this Conservation and Restoration Easement.

L. Dispute Resolution.

1. Preventative Discussions. Each Party will promptly give the other (and Bonneville) notice of problems or concerns arising in connection with the other's actions under this Conservation and Restoration Easement or the use of or activities or conditions on the Protected Property, and will meet as needed, but no later than fifteen (15) business days after receipt of a written request for a meeting, to minimize any harm. Bonneville may, but is not required to, participate in such discussions.

2. Mediation. Mediation will proceed if: (1) Parties disagree as to the consistency of any proposed use or activity with the Purpose or terms and conditions of this Conservation and Restoration Easement and the Parties are unable to resolve such disagreement through unassisted preventive discussions in Section II.L.1; (2) Bonneville and Grantee are in agreement that mediation is preferred over enforcement or judicial resolution in Section II.M; and (3) Grantor agrees not to proceed with the use or activity pending resolution of the dispute. If these conditions are met, Grantor or Grantee may refer the dispute to mediation by request made in writing upon the other. Within thirty (30) calendar days of the receipt of such a request, the parties to the mediation ("**Mediation Parties**") shall refer the dispute to a single impartial mediator acceptable to each Party. Mediation shall then proceed in accordance with the following guidelines:

   a. Purpose of Mediation. The purpose of the mediation is to: (a) promote discussion among the Mediation Parties; (b) assist the Mediation Parties to develop and exchange pertinent information concerning the issues in dispute; and (c) assist the Mediation Parties to develop proposals which enable them to arrive at a mutually acceptable resolution of the controversy. The mediation is not intended to result in any express or de facto modification or amendment of the terms, conditions or restrictions of this Conservation and Restoration Easement.

   b. Participation. The mediator may meet with the Mediation Parties and their counsel jointly or ex parte. The Mediation Parties agree they will participate in the mediation process in good faith and expeditiously, attending all sessions scheduled by the mediator. Representatives of all Mediation Parties with settlement authority will attend mediation sessions as requested by the mediator.

   c. Time Period. Neither Party shall be obligated to continue the mediation process (i) beyond a period of sixty (60) calendar days from the date of receipt of the initial

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request, or (ii) if the mediator concludes there is no reasonable likelihood continuing mediation will result in a mutually agreeable resolution of the dispute.

d. Costs. While the dispute remains unresolved, the costs of the mediator shall be borne equally by the Parties; the Mediation Parties shall bear their own expenses, including attorneys' fees, unless otherwise agreed. Upon resolution of the dispute, mediation expenses shall be treated as Costs of Enforcement recoverable by the substantially prevailing Party as described in Section II.M.5.

e. Impasse. In the event the Mediation Parties are not successful in resolving a dispute in accordance with the preventative discussion and mediation procedures in this Section II.L, they may pursue any and all legal courses of action available to them as to the specific dispute.

f. Effect of Non-Participation. If Grantor or Grantee fails to undertake mediation as appropriate and provided for in this Section II.L and/or share costs and expenses related to such action, such Party shall not be entitled to any recovery for costs pursuant to Section II.L.5.

g. Bonneville. Bonneville may, but does not have the obligation to, participate in or fund mediation, and may pursue a separate enforcement action as described in Section II.M. The costs and expenses of this Section II.L may not be appropriately applicable to, and are not binding upon, the United States (Bonneville).

M. Enforcement or Judicial Resolution.

1. Notice of Violation, Corrective Action. If Grantee determines Grantor, or Grantor's employees, agents, contractors, licensees, invitees or guests, is violating, or in threat of violating, the terms and conditions of this Conservation and Restoration Easement, and if such determination or dispute is not resolved by the preventative discussions and mediation process described in Section II.L, Grantee will give written notice to Grantor and demand corrective action sufficient to cure the violation within thirty (30) calendar days. Where the violation involves injury to the Protected Property or materially impairs the Conservation Values, Grantor will be required, at its sole expense, to restore the Protected Property or Conservation Values to their prior condition in accordance with a plan approved by Grantee and Bonneville. Grantee may pursue its own remedies without waiting for any cure period in a violation notice to expire, if Grantee, in its sole discretion, determines circumstances require immediate Grantee action to prevent or mitigate significant damage to the Conservation Values.

2. Grantor's Failure to Respond. Grantee or the United States (Bonneville) may bring an action as provided in Section II.M.3 if Grantor: (1) fails to cure the violation within fifteen (15) calendar days after receipt of a notice of violation from Grantee given pursuant to Section II.M.1, or (2) under circumstances where the violation cannot reasonably be cured within such fifteen (15) day period, fails to begin curing the violation

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within the fifteen (15) day period and fails to continue diligently to cure such violation until finally cured.

3. Grantee's and United States' Action. Grantee or the United States (Bonneville) may bring an action at law or in equity in a court having jurisdiction to enforce the terms and conditions of this Conservation and Restoration Easement: (1) to enjoin the violation by temporary or permanent injunction; (2) to require the restoration of the Protected Property to the condition that existed prior to the use or activity that caused harm; and (3) to recover any damages to which they may be entitled, including but not limited to, all staff time and expenses incurred responding to the violation, and injury to the Conservation Values, including damages for the loss of natural, scenic, open space, or other environmental values. These remedies shall be cumulative and in addition to all remedies now or hereafter existing.

4. Grantor's Action. In the event Grantor seeks a determination as to the legal meaning or effect of this Conservation and Restoration Easement, or as to any alleged violation hereof by Grantee, and if such determination or dispute is not resolved as set forth in Section II.L, then nothing in this Conservation and Restoration Easement shall prohibit Grantor from bringing judicial action in law or equity in a court of competent jurisdiction.

5. Costs of Enforcement. In any suit, action, or proceeding to enforce or interpret this Conservation and Restoration Easement, the substantially prevailing Party in any such suit, action or proceeding will be entitled to recover from the non-prevailing Party all costs and expenses incurred therein, including reasonable attorneys' fees and costs of litigation, including fees of experts and consultants and all such costs and expenses will be included in any judgment secured by such prevailing Party. In the event Grantor or Grantee secures redress for a Conservation and Restoration Easement violation without initiating or completing a judicial proceeding, the Party determined to be responsible for the unauthorized use or activity will be entitled to all costs of restoration and enforcement as though the matter had been resolved by judicial resolution. This subsection may not be appropriately applicable to, and is not binding upon, Bonneville.

6. Discretion in Enforcement. Enforcement of the terms and conditions of this Conservation and Restoration Easement is at the discretion of each Party and Bonneville. The failure of any Party or Bonneville to discover a violation, or to require strict performance of this Conservation and Restoration Easement, shall not constitute a waiver of any strict future performance, or of any rights or remedies granted under this Conservation and Restoration Easement.

7. Compliance Certificates. Upon request by Grantor, Grantee will within thirty (30) calendar days execute and deliver to the Grantor, or to any party designated by Grantor, any document including a compliance certificate, that certifies, to the best of the certifying Grantee's knowledge, the status of Grantor's compliance with any obligation of Grantor contained in this Conservation and Restoration Easement, and otherwise evidences the status of this Conservation and Restoration Easement. Such certification

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will be limited to the condition of the Protected Property as of the Grantee's most recent inspection. If Grantor requests more current documentation, Grantee will conduct an inspection, at Grantor's expense, and provide the compliance certificate to Grantor within forty-five (45) calendar days of receipt of Grantor's written request and payment therefore.

N. Termination and Valuation.

1. Termination Standard. As described in the Purpose (Section II.B) and other provisions herein, Parties and Bonneville intend that Conservation Values in this Conservation and Restoration Easement will be permanently preserved and protected, and restored where appropriate. Therefore, this Conservation and Restoration Easement may only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction (including but not limited to condemnation proceedings, to the extent applicable to a federal real property interest) or by mutual written agreement of the Parties and Bonneville (as described below in Section II.N.2 and Section II.S), either to settle condemnation proceedings if applicable, necessary, and deemed preferable or when a subsequent, unexpected change in the conditions of the Protected Property or the surrounding area makes impossible the continued use of the Protected Property for the intended Purpose. The impossibility threshold is not met with changed environmental conditions related to climate change, or other natural events, for example, wildfire, river channel migration, erosion or avulsion, failure of this Conservation and Restoration Easement to be considered a "qualified conservation easement" as defined by 26 U.S.C. Section 2031(c)(8)(B), or economic considerations making non-compliance more profitable than compliance.

2. Mutual Written Agreement and Exchange. If the impossibility threshold in Section II.N.1 is met or there is a settlement in lieu of condemnation consistent with Section II.S, and Parties and Bonneville mutually agree to release this Conservation and Restoration Easement in whole or part as a result, Parties and Bonneville will identify whether monetary compensation is more appropriate based on the fair market value of the land released (e.g., a small area released in settlement of condemnation), or is more appropriate for an exchange property having equal or better Conservation Values aligned with Bonneville's Northwest Power Act mitigation purposes and funding. Any release would subsequently be recorded by a Deed of (Partial or Full) Release of Conservation and Restoration Easement in the records of Walla Walla County. Any exchange would occur as a new land acquisition transaction with substantially the same rights and habitat as the Protected Property, only after meeting Bonneville's approval and due diligence requirements under federal acquisition law, regulations, and standards.

3. Valuation. The Parties and Bonneville stipulate this Conservation and Restoration Easement has a fair market value determined by multiplying (a) the fair market value of the Protected Property unencumbered by the Conservation and Restoration Easement as vacant (without the Conservation and Restoration easement or any subsequent liens or encumbrances) determined by an Uniform Standards of Professional Appraisal Practice-compliant appraisal by a qualified appraiser, by (b) a ratio of 78.5% (Grantee's

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Proportionate Value). Thus, in the event of extinguishment as set forth in Sections II.N.1 and 2, Grantee shall be entitled to proceeds attributable to Grantee's Proportionate Value. For purposes of this subsection, Grantee's Proportionate Value ratio will remain constant. Grantee shall coordinate with Bonneville and apply any such funds Grantee receives to fish and wildlife habitat conservation as approved in advance by Bonneville.

4. Economic Valuation Does Not Justify Termination. In granting this Conservation and Restoration Easement, Grantor has considered the fact that any use of the Protected Property prohibited by this Conservation and Restoration Easement, or any other use as determined to be inconsistent with the Purpose, may be or become economically more valuable than permitted uses. It is the intent of the Parties and Bonneville such circumstances shall not justify the termination or extinguishment of this Conservation and Restoration Easement. Grantor's inability to carry on any or all of the permitted uses, or the unprofitability of doing so, shall not impair the validity of this Conservation and Restoration Easement or be considered grounds for its termination or extinguishment.

O. Responsibilities Related to Ownership. Grantor retains all responsibilities of ownership for the Protected Property, and will bear all cost and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Protected Property, including but not limited to noxious weed and invasive species response and the maintenance of adequate liability insurance coverage. Grantor remains solely responsible for obtaining any necessary and applicable governmental review, permits, and approval for any activity or use permitted by this Conservation and Restoration Easement, including but not limited to any necessary ESA review and permits, and cultural or historic resource mitigation or preservation. All such activity or use will be undertaken in accordance with all applicable federal, state, and local laws, regulations, and requirements.

P. Real Estate Taxes. Grantor will pay all taxes, assessments, fees, and other charges levied on or assessed against the Protected Property by the relevant government authority as they become due, and will furnish Grantee with the satisfactory evidence of payment upon request. Unpaid taxes will be subordinate to this Conservation and Restoration Easement.

Q. Notice and Approval.

1. Notice.

   a. Notice by Grantee and Bonneville. Certain provisions of this Conservation and Restoration Easement require Grantee to give notice to Grantor prior to undertaking certain activities. Whenever such notice is required, and no other timeline for notice is set forth elsewhere in this Conservation and Restoration Easement, Grantee shall provide such notice in writing not less than thirty (30) calendar days prior to the date Grantee intends to undertake the use or activity in question.

   b. Notice by Grantor. Certain provisions of this Conservation and Restoration Easement require Grantor to give notice to Grantee or to seek Grantee's approval

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prior to undertaking certain permitted uses and activities. The purpose of requiring Grantor to notify Grantee prior to undertaking these permitted uses and activities is to afford Grantee an adequate opportunity to ensure that the use or activity in question is designed and carried out in a manner consistent with the Purpose. Whenever such notice is required, and no other timeline for notice is set forth elsewhere in this Conservation and Restoration Easement, and Grantee's approval is not required, Grantor shall provide such notice in writing not less than thirty (30) calendar days prior to the date Grantor intends to undertake the use or activity in question.

Whenever Grantee's approval is required, Grantor shall provide notice in writing not less than ninety (90) calendar days prior to the date Grantor intends to undertake the use or activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed use or activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the terms and conditions of this Conservation and Restoration Easement and the Purpose thereof. Upon receipt of such notice, Grantee shall immediately forward a copy to Bonneville.

2. Approval or Agreement.

   a. Basis of Approval or Agreement. Wherever in this Conservation and Restoration Easement a Party's approval or Bonneville's agreement is required, such approval or agreement must be based upon a reasonable determination by the approving or agreeing Party that a proposed action or use would be consistent with the Purpose or terms and conditions of this Conservation and Restoration Easement. Any approval or agreement may include reasonable conditions consistent with the Purpose and terms and conditions of this Conservation and Restoration Easement that must be satisfied in undertaking the proposed action or use.

   b. Timeline for Approval or Agreement. Whenever in this Conservation and Restoration Easement a Party's approval or Bonneville's agreement is required, and no other timeline for approval or agreement is set forth, the Party whose approval or agreement is required shall grant or withhold its approval or agreement in writing within the following time periods:

      i. *Approval by Parties.* Where approval by either Party is required, that Party shall grant or withhold its approval within sixty (60) calendar days of receipt of a written request for approval as per Section II.Q.1.b. Grantee will coordinate with Bonneville on any proposed approvals.

      ii. *Agreement by Bonneville.* Where agreement by Bonneville is required, except for amendments to the Management Plan, Bonneville will use its best efforts to provide its written agreement within thirty (30) calendar days of receipt of Grantee's written decision (by Bonneville Land Use Agreement or other written instrument) to grant or withhold approval or within ninety (90)

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calendar days of receipt of Grantor's written request for approval, whichever comes later.

c. No Waiver or Assumption Upon Failure to Grant or Deny Approval within the Required Time. When approval of either Party or agreement by Bonneville is required under this Conservation and Restoration Easement, and when such approval or agreement is not granted or denied within the time period and manner set forth in this Section II.Q.2, the Party requesting approval or agreement may not assume the other Party's or Bonneville's approval of the proposed action, use, or activity in question. The Parties agree failure to grant or withhold approval within the required time on any proposed action, use, or activity shall not be deemed or construed to be a waiver of either Party's or Bonneville's rights under this Conservation and Restoration Easement with respect to any future proposed action, use, or activity.

d. Inclusion in Management Plan. Any activity requiring the approval of a Party or agreement by Bonneville may be approved and agreed upon in advance via inclusion in the Management Plan pursuant to Section II.I.

3. Optional Consultation. If Grantor is unsure whether a proposed use or activity not requiring prior approval pursuant to this Conservation and Restoration Easement is prohibited, Grantor may consult Grantee by providing Grantee a written notice describing the nature, scope, design, location, timetable, and any other material aspect of the proposed use or activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the Purpose and the terms and conditions of this Conservation and Restoration Easement, and to provide comments thereon to Grantor. Grantee will provide notice and any appropriate documents describing the consultation to Bonneville. This subsection does not itself impose a requirement of prior approval of the activity described in any such notice.

4. Exigent Circumstances. If exigent circumstances (described in Section II.G.7, Emergency Actions to Protect Public Health and Safety) require Grantor to make a decision regarding the use of the Protected Property in less time than is provided for in Section II.Q (Notice and Approval), Grantor will make reasonable efforts to request, and Grantee and Bonneville will make reasonable efforts to provide, expedited review of a proposed action. If exigent circumstances exist and Grantor has made reasonable efforts to provide Grantee and Bonneville with notice or secure the approval of Grantee and agreement by Bonneville as required by this subsection, or if circumstances are such that immediate action is required, and if Grantor's actions are not otherwise prohibited by this Conservation and Restoration Easement, Grantor's failure to comply with the notice and approval or agreement requirements of this subsection shall not, in itself, constitute a violation of this Conservation and Restoration Easement. This subsection shall not be interpreted to permit any use or activity on the Protected Property that would otherwise be prohibited.

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Notwithstanding the above, Grantor shall accept full responsibility for the cost of a retroactive remedy in the event Grantee or Bonneville determine the action taken by Grantor is prohibited under this Conservation and Restoration Easement, consistent with Section II.G.7.

5. Addresses. Any notice, demand, request, consent, approval, agreement or communication that either Party or Bonneville desires or is required to give to the others must be in writing and either served personally or sent by first class certified mail, postage prepaid, with original dispatched by certified mail, addressed as follows, or to such other address as either Party or Bonneville from time to time will designate by written notice to the other:

To Grantor:	Touchet River Ranch, LLC John B. Gailey, Manager Susan K. Gailey, Manager 222 Indian Court Richland, WA, 99352
To Grantee:	Blue Mountain Land Trust P.O. Box 1473 Walla Walla, WA 99362
To Bonneville:	Bonneville Power Administration Real Property Services TERR-3 Tract ID: UMATT-WL-15 P.O. Box 3621 Portland, OR 97208

Or to such other addresses as either Party designates by written notice to the other. Electronic mail may be used to informally communicate between Parties and Bonneville prior to any such formal mailing, and may sufficiently substitute for formal mailing as agreed upon between the Parties and Bonneville.

R. Environmental Compliance and Liability.

1. Environmental Laws. The term "**Environmental Laws**" includes, without limitation, the ESA (see Section I.E), the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. §§ 9601 *et seq.*, "**CERCLA**"), the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. §§ 6901 *et seq.*), the Hazardous Materials Transportation Act, as amended (49 U.S.C. §§ 5101 *et seq.*), the Federal Water Pollution Control Act, as amended (33 U.S.C. §§ 1251 *et seq.*), including the Oil Pollution Act of 1990 (33 U.S.C. §§ 2701-2761), the Safe Drinking Water Act, as amended (42 U.S.C. §§ 300f *et seq.*), the Federal Insecticide, Fungicide, and Rodenticide Act, as amended (7 U.S.C. §§ 136 *et seq.*), together with the implementing regulations and other requirements of these

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federal statutes, and Washington state and local equivalent laws, regulations, and ordinances.

2. Hazardous Materials. The term "**Hazardous Materials**" for purposes of this Conservation and Restoration Easement includes, without limitation: (a) material that is flammable, explosive, or radioactive; (b) petroleum products, including by-products and fractions; and (c) hazardous materials, hazardous wastes, hazardous substances, toxic substances, pollutants (including but not limited to pesticides, herbicides, or fertilizers), or contaminants as designated by and defined in applicable Environmental Laws.

3. Environmental Representations and Warranties. Grantor represents and warrants that, after reasonable investigation and to the best of Grantor's knowledge:

   a. No Defects. There are no apparent or latent defects in or on the Protected Property.

   b. Statement of Current Compliance and Promise of Future Compliance. As of the Effective Date of this Conservation and Restoration Easement, Grantor, and its lessees, licensees, permittees, and invitees are in compliance with all federal, state, and local laws, regulations, and requirements applicable to the Protected Property and its use, including without limitation all Environmental Laws, and will remain in compliance.

   c. No Disposal or Release of Hazardous Materials. As of the Effective Date, there has been no release, dumping, burying, abandonment, disposal, or off-site migration onto or under the Protected Property of any Hazardous Materials. Grantor has no actual knowledge or reason to suspect the presence of underground storage tanks.

      Grantor further covenants that Grantor, and its heirs, successors, assigns, lessees, licensees, permittees, and invitees, will not, by any act or omission cause, contribute to, allow, or exacerbate a release of Hazardous Materials on, over, under, or near the Protected Property. A release includes any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing any Hazardous Materials into the environment, and the abandonment or discarding of barrels, containers, and other closed receptacles or solid waste containing any hazardous materials. A release does not include the proper application of fertilizers, herbicide, or pesticide in accordance with appropriate Environmental Laws and product labels, as allowed in Section II.G.4.

   d. Storage and disposal of solid and hazardous waste is also prohibited in Section II.H.12.

   e. No Notice, Pending or Threatened Litigation. There is no pending or threatened litigation affecting the Protected Property or any portion of the Protected Property.

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No civil or criminal proceedings have been instigated or are pending against Grantor by government agencies or third parties arising out of alleged violations of Environmental Laws, and Grantor has not received any notices of violation, penalties, claims, demand letters, or other notifications relating to a breach of Environmental Laws.

4. Notifications of Release, Removal, and Remediation. In addition to the notifications to regulatory entities and others required under applicable Environmental Laws, Grantor shall promptly notify Grantee of the presence or release of Hazardous Materials on, over, under, or near the Protected Property, whether caused or discovered by the Grantor or any other person or entity. If, at any time, a release on, under, or near the Protected Property is caused, contributed to, exacerbated by, or allowed by any act or omission of Grantor, and its heirs, successors, assigns, lessees, licensees, permittees, and invitees, Grantor shall be solely responsible for taking any action required by Environmental Laws or regulatory authorities to contain, remove, and remediate the release, and for any action required by Grantee (acting in cooperation with any regulatory authority, where appropriate) to protect and preserve the Conservation Values, at no cost to Grantee or the United States (Bonneville).

5. Control. Nothing in this Conservation and Restoration Easement shall be construed as giving rise to any right or ability in Grantee or Bonneville to exercise physical or managerial control over the day-to-day operations of the Protected Property, or any of Grantor's activities on the Protected Property. Grantee and Bonneville (United States) are not "owners or operators" with respect to the Protected Property, as defined by CERCLA and relevant case law, by virtue of funding, recording, implementing, monitoring, or enforcing this Conservation and Restoration Easement.

6. Environmental Indemnification. Except to the extent caused by Grantee or Bonneville and their successors and assigns, employees, contractors, members, directors, officers, and agents, Grantor agrees to defend, hold harmless, and indemnify Grantee and Bonneville (United States) from and against any and all liability, litigation, claims, causes of action, demands, judgments, penalties, costs, losses, damages, expenses, or any other fees, including attorney and consultant fees, related to Grantor's Environmental Representations and Warranties (Section II.R.3) and related to the use, storage, disposal, release, or transportation of Hazardous Materials regulated by Environmental Laws on, over, under, or migrating into the Protected Property.

S. Amendment. Amendments will be approved only in limited situations and only in the types of conditions outlined below. Except for 2 and 3 below, no amendments to this Conservation and Restoration Easement will be granted which remove any protections from the Conservation Values and Protected Property. The circumstances in which an amendment will be considered are:

1. To correct an error or ambiguity;
2. To settle condemnation proceedings (Section II.N.2);
3. Mutual Written Agreement and Exchange (Section II.N.2);

4. To place further restrictions on the Protected Property; or
5. When determined by Grantee and Bonneville, to be appropriate, consistent with the Conservation Purposes, and/or an enhancement to existing Conservation Values.

Nothing in this paragraph shall be interpreted to require Grantee or Bonneville to grant an amendment request, even if all the foregoing criteria are met. Any request to amend the Conservation and Restoration Easement will be considered and processed according to the written policy of Grantee in effect.

No amendment will be allowed that will affect the qualification of this Conservation and Restoration Easement or the status of Grantee under any applicable laws, including RCW 64.04.130, Chapter 84.34 RCW, or Section 170(h) of the Internal Revenue Code of 1986, as amended (or any successor provision(s) then applicable), or could cause the Conservation and Restoration Easement to become non-compliant with any applicable federal, state, or local law, regulation, or ordinance. Any amendment must be consistent with the Purpose, may not affect its perpetual duration, shall not result in the release of any or all of the Protected Property from permanent protection under this Conservation and Restoration Easement absent extinguishment as to all or a portion of the Protected Property in accordance with the provisions of Sections II.N.1 and 2 above; and shall be recorded in the official records of Walla Walla County, Washington, and any other jurisdiction in which such recording is required.

T. Assignment. If Grantee desires to transfer its obligations or otherwise ceases to exist or becomes unable to perform the duties herein, this Conservation and Restoration Easement may only be assigned to the United States, acting by and through Bonneville, or to a qualified entity meeting the requirement of Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable Treasury Regulations, able to acquire and hold conservations easement interests under RCW 64.04.130 or RCW 84.34.250, and approved in writing by Bonneville at least ninety (90) calendar days prior to assignment. Grantee will additionally notify Grantor in writing, at Grantor's last known address, in advance of such assignment. The failure of Grantee to give such notice will not affect the validity of such assignment nor impair the validity of this Conservation and Restoration Easement or limit its enforceability in any way.

U. Administrative Provisions.

1. Controlling Law. This Conservation and Restoration Easement was created under, and will be interpreted, performed, and governed by, the laws of the state of Washington and applicable federal law.

2. Liberal Construction. This Conservation and Restoration Easement will be liberally construed to best effectuate the Purpose and the policy and provisions of RCW 64.04.130 and RCW 84.34. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Purpose that would render the provision valid will be favored over any interpretation that would render it invalid.

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3. Severability. If any provision of this Conservation and Restoration Easement, or its application to any person or circumstance, is found to be invalid, the remainder of the provisions, or the application of such provision to persons or circumstances other than those found to be invalid, will not be affected.

4. Entire Agreement. This Conservation and Restoration Easement, including its attached exhibits and the Baseline Inventory, sets forth the entire agreement of the Parties and Bonneville and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Protected Property.

5. No Forfeiture. Nothing contained in this Conservation and Restoration Easement will result in a forfeiture or reversion of Grantor's title in any respect.

6. "Grantor"-"Grantee" and "Bonneville". The terms "Grantor" and "Grantee", wherever used or referred to in "Party" or "Parties" in this Conservation and Restoration Easement, shall be read to appropriately include heirs, successors, assigns, representatives, employees, contractors, directors, officers, agents, invitees, and licensees.

7. Termination of Rights and Obligations. A Party's rights and obligations under this Conservation and Restoration Easement terminate upon transfer of the Party's interest in the Conservation and Restoration Easement or Protected Property, except that liability for acts or omissions occurring prior to transfer will survive transfer. Bonneville's third party rights terminate only when the Conservation and Restoration Easement is fully extinguished in accordance with Sections II.N.1 and 2 or otherwise released by the agency by a recorded instrument.

8. Acts Beyond Grantor's Control. Nothing in this Conservation and Restoration Easement entitles Grantee or Bonneville to take action against Grantor for any injury to or change in the Protected Property resulting from causes beyond Grantor's control, including but not limited to fire, flood, earthquake, or acts of war. In addition, Grantor is not responsible for any prudent action Grantor takes under emergency conditions to prevent, abate, or mitigate significant injury to the Protected Property resulting from such causes. In the event the terms of this Conservation and Restoration Easement are violated by acts of trespassers, and Grantor has not taken suit itself, Grantor agrees to assign its right of action to Grantee for the purposes of pursuing enforcement action against the responsible parties.

9. Effective Date. The "**Effective Date**" of this Conservation and Restoration Easement is the date it is fully executed and recorded in the records of Walla Walla County, Washington.

10. Exhibits. All exhibits are incorporated and made a part of this Conservation and Restoration Easement.

    Exhibit A Legal Description – Conservation and Restoration Easement

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Exhibit B	Map – Conservation and Restoration Easement
Exhibit C	Riparian Conservation Agreement, as amended
Exhibit D	Certificate of Water Right #345
Exhibit E	Legal Description – Reserved Water Rights
Exhibit F	Acknowledgement of Baseline Inventory
Exhibit G	Road Map – Conservation and Restoration Easement
Exhibit H	Acknowledgment of Management Plan
Exhibit I	Acceptable Title Encumbrances
Exhibit J	Recorded Access Easement (UMATT-AR-15)

11. Recitals. The Parties and Bonneville agree the terms and recitals set forth in Section I (among other terms and conditions of this Conservation and Restoration Easement in Section II) are material to this Conservation and Restoration Easement. Each term and recital is fully incorporated into this Conservation and Restoration Easement.

V. Grant, Covenants and Warranties of Title, Acknowledgments.

TO HAVE AND TO HOLD this Conservation and Restoration Easement to Grantee and its successors and assigns with a third-party rights to the United States and its assigns, forever.

Grantor warrants and covenants to and with Grantee and the United States that the Grantor is lawfully seized and possessed of the Protected Property in fee simple, with a good and lawful right to grant this Conservation and Restoration Easement and third party rights; that the Protected Property is free and clear of all encumbrances and restrictions subject to all encumbrances and restrictions of record as of the Effective Date set forth in **Exhibit I** (Acceptable Title Encumbrances), that Grantee and the United States shall have the use of, and enjoy all the benefits derived from and arising out of this Conservation and Restoration Easement and third party rights, that the Grantor shall at the request of Grantee or the United States execute or obtain any reasonable further assurances of the title of the Protected Property and defend Grantee and the United States against all persons who claim a lawful interest in the Protected Property, except for persons who claim interests pursuant to encumbrances and restrictions of record as described in **Exhibit I**.

**********SIGNATURES TO FOLLOW**********

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IN WITNESS WHEREOF, the undersigned Parties have executed this instrument this _____ day of _____, 2025.

Grantor, Touchet River Ranch, LLC:

_____ _____
John B. Gailey Date
Manager and Member, Touchet River Ranch, LLC

_____ _____
Susan K. Gailey Date
Manager and Member, Touchet River Ranch, LLC

Acceptance by Grantee, Blue Mountain Land Trust, Holder of Conservation and Restoration Easement

_____ _____
Amanda Martino, Executive Director Date

Acceptance by the United States of America, Third Party Rights

_____ _____
Heidi Haserot Date
Bonneville Power Administration
Supervisory Realty Specialist

**********ACKNOWLEDGEMENTS TO FOLLOW**********

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ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss:
COUNTY OF WALLA WALLA)

I certify that I know or have satisfactory evidence that **John B. Gailey** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the **Manager and Member of Touchet River Ranch, LLC** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

_____
Notary Public

Print Name_____

My commission expires_____

ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss:
COUNTY OF WALLA WALLA)

I certify that I know or have satisfactory evidence that **Susan K. Gailey** is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the **Manager and Member of Touchet River Ranch, LLC** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

_____
Notary Public

Print Name_____

My commission expires_____

ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss:
COUNTY OF WALLA WALLA)

I certify that I know or have satisfactory evidence that **Amanda Martino** is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the **Executive Director of the Blue Mountain Land Trust** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

_____
Notary Public

Print Name_____

My commission expires_____

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ACKNOWLEDGMENT

STATE OF OREGON)
) ss:
COUNTY OF MULTNOMAH)

I certify that I know or have satisfactory evidence that **Heidi Haserot** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the **Realty Specialist of the United States of America, Bonneville Power Administration**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

_____
Notary Public

Print Name_____

My commission expires_____

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EXHIBIT A
Legal Description – Conservation and Restoration Easement
(BPA Tract ID UMATT-WL-15)

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, THE WEST HALF OF THE WEST HALF OF SECTION 32, THE EAST HALF OF THE NORTHEAST QUARTER AND THE SOUTH HALF OF SECTION 31, ALL IN TOWNSHIP 9 NORTH, RANGE 34 EAST OF THE WILLAMETTE MERIDIAN; THE NORTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 8 NORTH, RANGE 34 EAST OF SAID WILLAMETTE MERIDIAN; AND THE NORTHEAST QUARTER OF SECTION 1 IN TOWNSHIP 8 NORTH, RANGE 33 EAST OF SAID WILLAMETTE MERIDIAN, SAID LANDS BEING A PORTION OF THOSE LANDS CONVEYED TO IVAN J. ECCLES AND EDNA ECCLES BY THAT WARRANTY DEED RECORDED MAY 8, 1968 IN BOOK 326 OF DEEDS AT PAGE 601 UNDER AUDITOR'S FILE NO. 494082. EXCEPTING THEREFROM THOSE LANDS CONVEYED TO CASEY FARMS. INC. BY THAT WARRANTY FULFILLMENT DEED RECORDED JANUARY 6. 1978 IN VOLUME 74 OF DEEDS AT PAGE 345 UNDER AUDITOR'S FILE NO. 1978-00153. AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 31 IN TOWNSHIP 9 NORTH, RANGE 34 EAST, WILLAMETTE MERIDIAN, WHICH POINT IS ALSO THE SOUTHEAST CORNER OF THOSE LANDS CONVEYED TO IVAN J. ECCLES AND EDNA ECCLES BY THAT WARRANTY DEED RECORDED MAY 8, 1968 IN BOOK 326 OF DEEDS AT PAGE 601 UNDER AUDITOR'S FILE NO. 494082, SAID POINT BEING MARKED BY A 3/4-INCH IRON ROD, FROM WHICH A 1/2-INCH IRON REBAR MARKING THE SOUTHWEST CORNER OF SAID SECTION 31 BEARS S88°47'10"W A DISTANCE OF 5285.49 FEET, AND RUNNING THENCE ALONG THE BOUNDARY OF SAID ECCLES LANDS BY THE FOLLOWING COURSES AND DISTANCES:

ALONG THE SOUTH LINE OF SAID SECTION 31, S88°47'10"W A DISTANCE OF 1321.37 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 31; THENCE ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, N01°16'09"W A DISTANCE OF 125.00 FEET; THENCE N82°34'11"W A DISTANCE OF 339.27 FEET; THENCE S55°00'59"W A DISTANCE OF 316.61 FEET TO A POINT ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE CONTINUING S55°00'59"W A DISTANCE OF 179.37 FEET; THENCE S68°27'59"W A DISTANCE OF 261.61 FEET; THENCE S57°49'59"W A DISTANCE OF 292.28 FEET; THENCE S5I°42'59"W A DISTANCE OF 1221.10 FEET; THENCE S72°27'59"W A DISTANCE OF 971.45 FEET; THENCE S84°08'59"W A DISTANCE OF 270.26 FEET; THENCE N86°59'01"W A DISTANCE OF 298.41 FEET; THENCE S75°03'59"W A DISTANCE OF 251.06 FEET TO A POINT ON THE EAST LINE OF SECTION 1 IN TOWNSHIP 8 NORTH, RANGE 33 EAST OF SAID WILLAMETTE MERIDIAN; THENCE S73°33'21"W A DISTANCE OF 799.95 FEET; THENCE S76°58'21"W A DISTANCE OF 323.96 FEET; THENCE N88°04'39"W A DISTANCE OF 332.28 FEET; THENCE

S73°28’21”W A DISTANCE OF 257.67 FEET; THENCE S47°29’21”W A DISTANCE OF 514.94 FEET; THENCE S40°39’21”W A DISTANCE OF 799.86 FEET TO A POINT IN A LINE PARALLEL WITH AND 30.00 FEET EAST OF THE WEST LINE OF THE EAST HALF OF SAID SECTION 1, SAID POINT BEARING N40°39'21”E A DISTANCE OF 60.08 FEET FROM A POINT IN SAID WEST LINE OF THE EAST HALF WHICH IS 2432.20 FEET SOUTH, MEASURED ALONG SAID WEST LINE, FROM THE NORTHWEST CORNER OF SAID EAST HALF OF SECTION 1; THENCE ALONG SAID PARALLEL LINE. N01°05’26”W A DISTANCE OF 2277.16 FEET TO A POINT IN THE SOUTH LINE OF THOSE LANDS CONVEYED TO CASEY FARMS, INC. BY THAT WARRANTY FULFILLMENT DEED RECORDED JANUARY 6, 1978 IN VOLUME 74 OF DEEDS AT PAGE 345 UNDER AUDITOR’S FILE NO. 1978-00153, SAID POINT BEARING S21°02’14”E A DISTANCE OF 117.26 FEET FROM A POINT IN SAID WEST LINE OF THE EAST HALF OF SECTION 1 WHICH IS 281.00 FEET SOUTH, MEASURED ALONG SAID WEST LINE, FROM SAID NORTHWEST CORNER OF SAID EAST HALF; THENCE LEAVING THE BOUNDARY OF SAID ECCLES LANDS ANO RUNNING ALONG THE BOUNDARY OF SAID CASEY LANDS BY THE FOLLOWING COURSES AND DISTANCES:

S21°02’14”E A DISTANCE OF 47.60 FEET; THENCE S41°37’14”E A DISTANCE OF 92.92 FEET; THENCE S11°17’14”E A DISTANCE OF 109.90 FEET; THENCE S14°23’14”E A DISTANCE OF 462.59 FEET; THENCE N61°07’46”E A DISTANCE OF 174.84 FEET; THENCE N55°54’46”E A DISTANCE OF 99.91 FEET; THENCE N42°04’46”E A DISTANCE OF 189.83 FEET; THENCE N75°11’46”E A DISTANCE OF 150.07 FEET; THENCE N44°49'46"E A DISTANCE OF 454.59 FEET; THENCE N70°14’46”E A DISTANCE OF 69.94 FEET; THENCE N67°45’46”E A DISTANCE OF 526.53 FEET; THENCE N84°32’46"E A DISTANCE OF 214.81 FEET; THENCE N71°35’46”E A DISTANCE OF 134.88 FEET; THENCE N64°44’46"E A DISTANCE OF 384.66 FEET; THENCE N60°13’46”E A DISTANCE OF 41.66 FEET TO THE NORTH LINE OF SAID SECTION 1; THENCE LEAVING SAID BOUNDARY OF THE CASEY LANDS AND RUNNING ALONG SAID NORTH LINE OF SECTION 1, N88°43'42”E A DISTANCE OF 250.46 FEET TO THE NORTHEAST CORNER OF SAID SECTION 1, WHICH IS ALSO THE WEST LINE OF SECTION 31 AFORESAID; THENCE ALONG SAID WEST LINE OF SECTION 31, N01°35’34”W A DISTANCE OF 135.57 FEET TO A POINT IN THE AFORESAID BOUNDARY OF THE CASEY LANDS; THENCE CONTINUING ALONG SAID BOUNDARY OF THE CASEY LANDS BY THE FOLLOWING COURSES AND DISTANCES:

N60°13’46"E A DISTANCE OF 243.70 FEET; THENCE N59°17’46”E A DISTANCE OF 289.74 FEET; THENCE S28°30’14”E A DISTANCE OF 119.89 FEET; THENCE N88°20’46”E A DISTANCE OF 319.71 FEET; THENCE N69°24’46”E A DISTANCE OF 249.78 FEET; THENCE N65°02’46”E A DISTANCE OF 399.64 FEET; THENCE N57°24’46"E A DISTANCE OF 129.88 FEET; THENCE N39°57’46”E A DISTANCE OF 264.76 FEET; THENCE N69°19’46”E A DISTANCE OF 169.85 FEET; THENCE N58°20’46”E A DISTANCE OF 279.75 FEET; THENCE N50°04’46"E A DISTANCE OF 157.86 FEET; THENCE N42°39’46”E A DISTANCE OF 259.77 FEET; THENCE N48°02’46”E A DISTANCE OF 254.77 FEET; THENCE N58°32’46”E A DISTANCE OF 239.79 FEET;

THENCE N70°43’46”E A DISTANCE OF 214.81 FEET; THENCE N64°37’46”E A DISTANCE OF 279.75 FEET; THENCE S73°30’14”E A DISTANCE OF 729.35 FEET; THENCE S64°03’14”E A DISTANCE OF 169.85 FEET; THENCE S79°54’14"E A DISTANCE OF 84.92 FEET; THENCE N69°22’46”E A DISTANCE OF 199.82 FEET; THENCE N51°32’46”E A DISTANCE OF 373.87 FEET; THENCE N48°52’46”E A DISTANCE OF 439.61 FEET; THENCE N37°39’46”E A DISTANCE OF 199.82 FEET; THENCE N09°40’46"E A DISTANCE OF 279.75 FEET; THENCE N18°26’46”E A DISTANCE OF 415.63 FEET; THENCE N31°02’14"W A DISTANCE OF 616.45 FEET; THENCE N35°19’14”W A DISTANCE OF 249.78 FEET; THENCE N10°30’14”W A DISTANCE OF 369.67 FEET; THENCE N12°55’14"W A DISTANCE OF 279.75 FEET; THENCE N48°39’46”E A DISTANCE OF 219.80 FEET; THENCE S57°57’14”E A DISTANCE OF 344.69 FEET; THENCE S82°38’14”E A DISTANCE OF 59.95 FEET; THENCE N78°23’46”E A DISTANCE OF 79.93 FEET; THENCE N29°03’46”E A DISTANCE OF 111.90 FEET; THENCE N23°31’46”E A DISTANCE OF 224.80 FEET; THENCE N17°10’46”E A DISTANCE OF 199.82 FEET; THENCE LEAVING SAID BOUNDARY OF THE CASEY LANDS AND RUNNING N24°08’29"E A DISTANCE OF 826.33 FEET; THENCE S67°01’57”E A DISTANCE OF 707.17 FEET TO A POINT IN THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 32 IN TOWNSHIP 9 NORTH, RANGE 34 EAST, WILLAMETTE MERIDIAN AFORESAID, WHICH IS ALSO THE EAST LINE OF THE AFOREMENTIONED ECCLES LANDS; THENCE ALONG THE BOUNDARY OF SAID ECCLES LANDS BY THE FOLLOWING COURSES AND DISTANCES:

ALONG SAID EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 32, S01°14’53"E A DISTANCE OF 2478.99 FEET TO THE SOUTHEAST CORNER OF SAID WEST HALF OF THE NORTHWEST QUARTER: THENCE ALONG THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 32, S01°14‘49”E A DISTANCE OF 2642.15 FEET TO THE SOUTHEAST CORNER OF SAID WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 32; THENCE ALONG THE SOUTH LINE OF SAID WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 32, S88°50’35”W A DISTANCE OF 1322.75 FEET TO THE POINT OF BEGINNING.

Situated in Walla Walla County, State of Washington.

EXHIBIT B
Map – Conservation and Restoration Easement

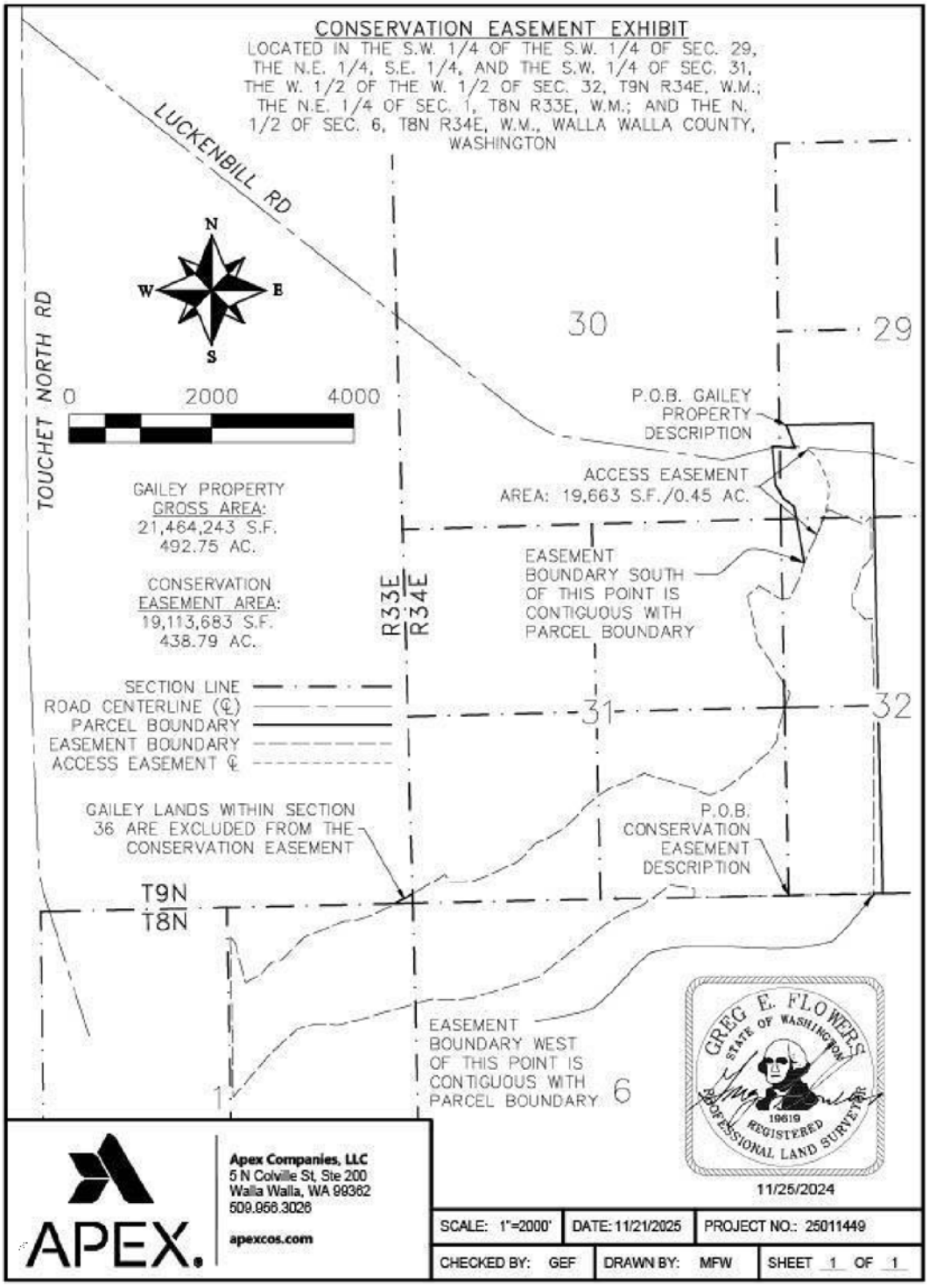

EXHIBIT C
Riparian Conservation Agreement, as amended

RIPARIAN CONSERVATION AGREEMENT
Walla Walla Basin Fish Habitat Project

This Riparian Conservation Agreement ("Agreement") is entered into by and between the Confederated Tribes of the Umatilla Indian Reservation ("CTUIR"), acting through its Department of Natural Resources and Touchet River Ranch LLC ("Owner"), as of the date of the last signature affixed below.

Recitals:

A. CTUIR wishes to maintain stream and riparian habitat improvement projects and conservation practices implemented on the Owner's property in Walla Walla County, Washington. This riparian corridor is part of fish habitat improvement activities performed in the areas designated in Exhibit A (Map of Project Area).

B. The purpose of this Agreement is to promote sound resource management that will achieve benefits for fish and wildlife habitat, water quality and soil and water conservation in the Project Area. Though every attempt will be made to protect existing infrastructure throughout the design and construction, it is not the intent of this Agreement to control natural flood events or to protect manmade structures on the Owner's property.

C. The CTUIR intends to work cooperatively with the Owner and other partners to restore and protect habitat critical to the survival of native fish and wildlife species.

Agreements:

The parties agree as follows:

1. Legal Description. The real property subject to the terms of this Agreement is described as follows:

   The stream corridor, riparian, stream bank, and stream channel bottom within Walla Walla County, the approximately 170 acre portion of Tax Lots 340929330005, 340929330007, 340929330004 and 340929330008 outlined in red in Exhibit A. Parcels are located in Township 8 North, Range 33 East, Section 1, Township 8 North, Range 33 East, Section 6, Township 9 North, Range 34 East, Section 31, Township 9 North, Range 34 East, Section 32 and Township 9 North, Range 34 East, Section 29.

2. Access, Implementation, and Maintenance. Subject to the provisions of this Agreement, the Owner grants permission to CTUIR, its authorized personnel, employees, agents, contractors and consultants, to enter the property detailed in Section 1 above and the Project Area within said property for the sole purpose of implementing, maintaining, and monitoring habitat improvements and fences in accordance with the Scope of Work attached as Exhibit B and incorporated herein by reference. Generally,

CTUIR staff will conduct property visits to inspect the project and at other times as necessary to monitor compliance with terms and conditions of this Agreement. Access will be coordinated regularly with Owner.

a. CTUIR will be responsible for monitoring all fish habitat improvements and conservation practices for the term of this Agreement.

b. Nothing in this Agreement shall operate to vest CTUIR with any right, title or interest to the Project Area or Owner's property by adverse possession or otherwise.

3. Consideration. The Owner agrees to accept, as consideration for CTUIR's implementation and maintenance of habitat improvements and conservation practices, the value of all improvements constructed or planted in the Project Area by CTUIR pursuant to this Agreement in lieu of direct monetary compensation.

4. Standard of Performance. CTUIR agrees to perform monitoring and any essential maintenance of all habitat improvements described in Exhibit B in a professional manner with skill, care and supervision necessary to assure completion of high quality work for the purposes contemplated.

5. Effective and Termination Date. This Agreement shall be effective as of the last signature affixed below and shall terminate on June 30, 2035.

6. Permits and Authorizations.

(a) The CTUIR and its partners shall be solely responsible, without expense to the Owner, for obtaining all necessary governmental permits, authorizations and approvals prior to commencement of any work in the Project Area.

(b) The Owner shall not be named as a permittee or responsible party for any government permit, authorization or approval applicable to the work conducted by the CTUIR in the Project Area.

(c) The CTUIR shall be solely responsible for complying with the terms and conditions of any government permit, authorization or approval applicable to work conducted by the CTUIR in the Project Area.

(d) The Owner shall be liable for any intentional destruction, alteration or damage caused by the Owner, Owner's agents or lessees of habitat improvements, constructed or planted by the CTUIR or its partners in the Project Area.

7. Early Termination of Agreement.

(a) Either the Owner or CTUIR may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach, or in the alternative, provided a plan and schedule for curing the breach acceptable to the non-breaching party within 30 days of the date of the notice of breach, then the party giving the notice may terminate the Agreement by written notice to the other party.

(b) In the event of early termination pursuant to 7(a) above by the CTUIR due to a breach by the Owner, the Owner shall pay to the CTUIR the cost of habitat improvements, including costs for stream channel and floodplain design, construction, materials purchased, structures installed, fencing constructed and plantings made by the CTUIR for habitat improvements, taking into account reasonable depreciation.

(c) In the event of early termination pursuant to 7(a) above by the Owner due to a breach by CTUIR, the Owner may take all necessary and reasonable actions consistent with the purpose of this Agreement to remedy the breach (including restoration of the Project Area if more cost effective than completion of the work) either by itself, by agreement with another contractor or by a combination thereof, and CTUIR shall pay to the Owner the cost incurred by the Owner to remedy the breach.

(d) The remedies provided to the parties in this Agreement are not exclusive. The parties are also entitled to pursue any other equitable and legal remedies that are available.

8. Restrictions of Owner.

(a) The Owner and Owner's agents or lessees are restricted from the following activities ("Restricted Activities") unless prior written consent is obtained from CTUIR. CTUIR will reply to this request within 7 days, or the consent will be implied:

i. No burning, removing or damaging native vegetation in any way, including intentional livestock or domestic animal grazing unless negotiated within a Grazing Management Plan;

ii. Following implementation, no alterations within the stream channel are permitted by the Owner without prior consent and oversight by CTUIR;

iii. No removal or alteration of dead and down trees; except in the case of fallen trees that create a safety hazard;

iv. No construction of buildings, bridges, fences or other structures;

v. No construction of new trails, roads or perennial stream fords;

vi. No placement of fill materials (rock, concrete, soils, etc.);

vii. No draining, altering or otherwise disturbing wetland areas.

(b) In the event the Owner is ordered by a governmental entity authorized to issue such an order to engage in a Restricted Activity on an emergency basis, owner may comply with such order without prior written consent of the CTUIR only if it is impracticable to obtain consent within the time given for compliance with the order. Upon receipt of any such order, Owner shall immediately inform and coordinate with the CTUIR to limit the impact of the ordered action to the conservation goals of this Agreement.

9. Miscellaneous Provisions.

a. This agreement may be amended only by mutual written consent of the CTUIR and the Owner. Any such amendments shall be attached to this agreement as Exhibits.

b. Maintenance of any fence erected by CTUIR will be the responsibility of CTUIR for the duration of this Agreement. Except for damage that is caused by Owner as set forth in subsection 6(d), CTUIR agrees to promptly repair damage to the fence erected in the Project Area.

c. Subject to those restrictions described in paragraph 8, nothing in this Agreement shall prevent or deny the Owner or Owner's lessee's access to the Project Area for any reason or purpose. The Owner specifically reserves the right on behalf of themselves, their agents, employees and guests, to hunt game and fish in the Project Area.

d. The parties agree to cooperate in the planning and facilitation of riparian and upland management and improvement activities in the Project Area. The parties further agree to mutually manage the Project Area to promote riparian vegetation for the benefits of fish and wildlife habitat and soil and water conservation, while accommodating Owners interest in farming and ranching.

e. The CTUIR agrees to coordinate its actions with the Owner and/or his lessees as necessary in performing any work under this Agreement to minimize impacts on farm and ranch activities.

10. Liability and Indemnification. Subject to the extent of liability coverage provided in the insurance policy set forth in Paragraph 12 below, the CTUIR agrees to defend, hold harmless, and indemnify the Owner and Owner's officers, agents, and employees (the "Indemnified Parties") against all losses, liabilities, claims, damages, costs or expenses, including reasonable attorney's fees and expenses (collectively, "Claim") that are brought against the Indemnified Parties arising out of or related to (1) any personal injury, death or property damage caused by any act, omission, error, fault, mistake or negligence of the CTUIR or its employees, agents, or subcontractors related to this agreement, (2) any act or omission by the CTUIR that constitutes a non-trivial (from the perspective of a reasonable person in the position of the Indemnified Parties) breach of this agreement. The CTUIR's obligation under this section shall not extend to any Claim primarily caused by the negligence or intentional misconduct of an Indemnified Party.

11. Liens. CTUIR shall not permit the filing of any lien associated with its activities as described herein against the Owner's property, and if any lien is so filed, CTUIR shall take all necessary steps to promptly remove such lien at no cost or expense to the Owner. This section shall survive termination of this Agreement.

12. Liability Insurance. The CTUIR shall maintain public liability and property damage insurance that protects CTUIR and the Owner and Owner's officers, agents, assignees and employees from any and all claims, demands, actions and suits for damage to property or personal injury, including death, arising from CTUIR's work under this Agreement. The insurance shall be without prejudice to coverage otherwise existing and shall name as an additional insured the Owner. Notwithstanding the naming of additional insured's, the insurance shall protect each insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. The coverage must apply as to claims between insured's on the policy. The insurance shall provide that the insurance shall not terminate or be canceled without 30 days written notice first being given to the Owner. Prior to cancellation or termination of the insurance, CTUIR shall provide a new policy with the same terms. CTUIR agrees to maintain continuous, uninterrupted coverage for the duration of this Agreement. The insurance shall include coverage for any damages or injuries arising out of the use of automobiles or other motor vehicles by CTUIR employees.

13. Compliance with Laws. In performing under this Agreement, CTUIR shall comply with all applicable law, including statutes, ordinances, resolutions, rules, plans, decrees or orders, including applicable environmental and land use laws.

14. Assignment. CTUIR shall not assign this Agreement, in whole or in part, or any right or obligation hereunder, without the prior written approval of the

Owner, which Owner may withhold for any reason. The Owner understands that this Agreement is an encumbrance on the land and shall be binding upon the parties' heirs, assigns or successors in interest.

15. Subcontracting. CTUIR agrees that if subcontractors are employed in the performance of this Agreement, CTUIR shall require the subcontractor to agree, as to the portions subcontracted, to fulfill all obligations of CTUIR as specified in this Agreement. Notwithstanding the employment of subcontractors, CTUIR shall remain obligated for full performance hereunder, and the Owner shall incur no obligation other than their obligations to CTUIR hereunder. CTUIR's subcontractors shall be subject to the applicable requirements and sanctions of Washington State RCW 51.12.025, workers' compensation.

16. Independent Contractor Status.

(a) CTUIR shall perform the work hereunder as an independent contractor.

(b) CTUIR, its subcontractors and their employees, are not employees of the Owner and are not eligible for any benefits through the Owner, including unemployment compensation and retirement benefits.

(c) CTUIR shall have complete control over its personnel and operations and shall be solely and completely responsible for working conditions on the job site, including the safety of all of its personnel and property during performance of this Agreement.

17. Authorized Representatives. Each party to this Agreement hereby appoints a representative who shall be fully authorized to carry out that party's obligations and execute any documents required by this Agreement.

The Owner's authorized representative for this Agreement shall be:

Touchet River Ranch, LLC
John and Susan Gailey
222 Indian Court
Richland, WA 99352
509-539-6426, 509-987-3910

The CTUIR's authorized representatives for this Agreement shall be:

(1) Julie Burke (Administrative Contact) Tel: 541-429-7292
(2) Gerald Middel (Technical Contact) Tel: 541-969-9925

Written inquiries or responses to the CTUIR's authorized representatives shall be mailed to the attention of the above individual(s) at the following address:

Confederated Tribes of the Umatilla Indian Reservation
Department of Natural Resources
Fisheries Program
46411 Timíne Way
Pendleton, OR 97801

Either party may change their authorized representative upon written notice provided to the other party.

18. Notice. Any notice provided for under this Agreement shall be sufficient if in writing and delivered personally to the authorized representative described in Paragraph 17, or deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the authorized representative at the address described in Paragraph 17.

19. Arbitration. Any dispute or claim that arises out of or relates to this Agreement, or for the interpretation or breach thereof, shall be resolved by arbitration or mediation.

20. Attorney Fees. In the event of any suit, action or arbitration proceeding arising at law or in equity out of or in connection with this Agreement, the prevailing party in such suit, action or arbitration and in any appeal there from shall be entitled to recover from the losing party the prevailing party's reasonable attorneys' fees, costs, and expenses determined by the court, or arbitrator before which the proceeding was tried or heard.

21. Severability. If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.

22. Integration. This Agreement contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements. No modification to this Agreement shall be valid unless written and signed by an authorized representative of the Owner and CTUIR. The persons executing this Agreement on behalf of each party hereto warrants that they have full power and authority to do so on behalf of each party.

CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION

By:

(b)(6)

Teara Farrow Ferman, Interim Deputy Executive Director

Date: 01/06/2022

PROPERTY OWNER

By:

(b)(6)

Owner Representatives, John and Susan Gailey

Date: 1-16-22

Attachments: Exhibit A – Maps of Project Area
Exhibit B – Riparian Conservation Agreement Scope of Work

Exhibit A – Maps of Project Area

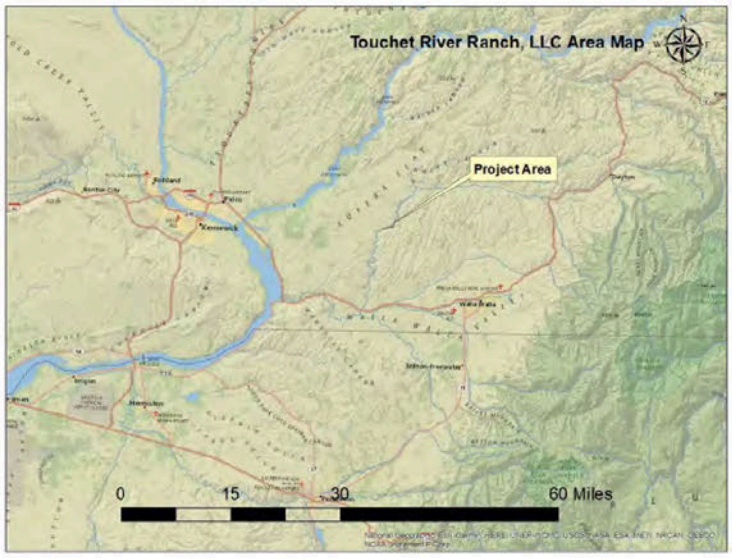

Figure 1. Project Area Map

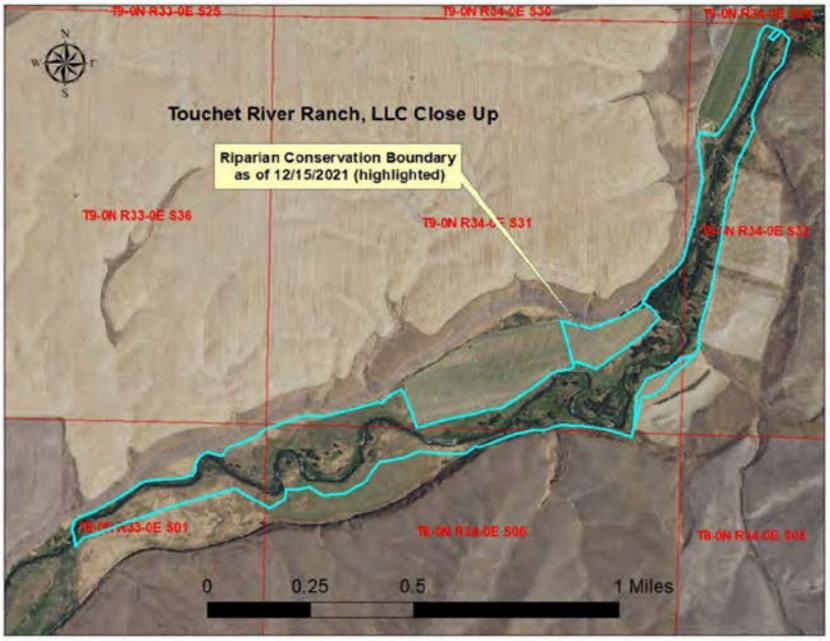

Figure 2. Close up of Riparian Area.

Exhibit B – Riparian Conservation Agreement Scope of Work

Within the agreement boundary, as shown on Exhibit A, the CTUIR agrees to the following:

1. CTUIR and project collaborators shall work cooperatively with the landowner to survey, design, implement, monitor, maintain and showcase a salmonid habitat enhancement project to improve riverine function, and achieve project objectives related to making improvements to the following processes: geomorphology, hydrology, connectivity, aquatic biota, and riparian vegetation on the landowner's property. CTUIR shall be responsible for the following actions depicted within the agreement boundary as illustrated in Exhibit A:

    i. Obtaining all necessary permits;
    ii. Securing all necessary funds and selecting capable subcontractors;
    iii. Coordination between Owners and contractors throughout design processes;
    iv. Surveying physical attributes of the Project Area and fish response;
    v. Supervising construction activities;
    vi. Monitoring progress of restoration actions;
    vii. Maintaining the Project Area to promote accelerated recovery from disturbance and provide optimal aesthetics;
    viii. Promoting achievements of the project;
    ix. Securing access to the property with advanced notice and mutual consent;
    x. Administration of contracts, budgets, and reporting deliverables.

EXHIBIT D
Touchet River Adjudicated Certificate of Water Right #345

Certificate of Water Right

THIS IS TO CERTIFY:

That by virtue of a decree of the Superior Court of the State of Washington in and for Walla Walla County, *made and entered on the* 19th *day of* September, 1929, *and recorded in Volume* 18 *of the Superior Court Journal of said County at page* 1, *from which decree no appeal was taken, and which decree determined the rights of all known claimants to the use of the waters of* the Touchet River, *a tributary of* the Walla Walla River

BAKER-BOYER NATIONAL BANK
TRUSTEE for EARLE EDWARDS
Walla Walla, Washington

is entitled to use, subject to provisions set forth in said decree, and the laws of the State of Washington, the waters of said Touchet River

for the purpose of irrigation of 219.0 acres of land.

That the amount of water to which said water right is entitled is limited to the quantity which is reasonably and actually necessary for the purpose aforesaid and shall not exceed 3.369 *second feet from* April 1st *to* Sept. 15th *and* 4.380 *second feet from* Sept. 15th *to* April 1st, *with the following exception:*
After all rights scheduled in the above mentioned decree are filled, the surplus water is allotted in the order of priority in amounts sufficient to increase the rate to the quantity allotted for the period from September 15th to April 1st. The total diversion shall not exceed 6 acre feet per acre for any one year beginning September 15th.

That the date of priority of said water right is not given; *that the decree aforesaid establishes said right in Class* Sixty-four.

That the point of diversion of said water right is as follows:

SE¼ of SE¼, Sec. 29, Twp. 9 N., Rge 34 E. W. M.

and cannot be changed except as provided in Section 39, Chapter 117, Session Laws of 1917.

That said water right was adjudged by said decree to be and is appurtenant to the following described real property situated in Walla Walla *County, Washington, to-wit:*

N½ of NW¼ of Sec. 6, Twp. 8 N., Rge 34 E. W. M. S½ of SW¼ of Sec. 31, Twp. 9 N., Rge 34 E. W. M. SE¼ of Sec. 31, W½ of W½ of Sec. 32; SW¼ of SW¼ of Sec. 29, Twp. 9 N., Rge 34 E. W. M.

345

This instrument is recorded in the office of the Supervisor of Hydraulics, at Olympia, Washington, in Volume 6 *of Water Right Certificates at Page* 345.

WITNESS the seal and signature of the Supervisor of Hydraulics affixed this 9th *day of* December, *1932.*

NORTH CENTRAL DATA

Supervisor of Hydraulics of the State of Washington.

Certificate of Water Right

Issued to BAKER-BOYER NATIONAL BANK, TRUSTEE FOR EARLE EDWARDS

For the use of the waters of

TOUCHET RIVER

County of WALLA WALLA

State of Washington.

33380025 BPA-2026-01154-F 0291

EXHIBIT E
Legal Description – Reserved Water Rights

Certificate 345

3.67 acres NW1/4 of NW1/4 of Section 29, T9N, R34E
6.57 acres SW1/4 of SW1/4 of Section 32, T9N, R34E
Total = 10.24 acres

DRAFT

EXHIBIT F
Acknowledgment of Baseline Inventory

Grantor, Grantee and Bonneville hereby acknowledge and agree that the Baseline Inventory for the Protected Property (BPA Tract ID UMATT-WL-15), dated February XX, 2026, prepared by the Blue Mountain Land Trust and reviewed and approved by Bonneville and Grantor, together with its maps and photographs, accurately describes and depicts the biological and physical features of the property, relevant site conditions, and current structures/improvements and land use. The Baseline Inventory will be used for monitoring the condition of the Protected Property and compliance with the Conservation and Restoration Easement, has been provided to all undersigned Parties, and will be kept on file with Grantee, CTUIR and Bonneville. Grantor and Grantee affirm that there are no current or ongoing activities on the Protected Property that are inconsistent with the terms and conditions of the Conservation and Restoration Easement.

Grantor:

_____ _____
John B. Gailey Date
Manager and Member, Touchet River Ranch, LLC

_____ _____
Susan K. Gailey Date
Manager and Member, Touchet River Ranch, LLC

Grantee:

_____ _____
Amanda Martino Date
Executive Director, Blue Mountain Land Trust

Third Party Beneficiary, The United States of America:

_____ _____
Heidi Haserot Date
Bonneville Power Administration
Supervisory Realty Specialist

DRAFT

EXHIBIT G

Road Map – Conservation and Restoration Easement

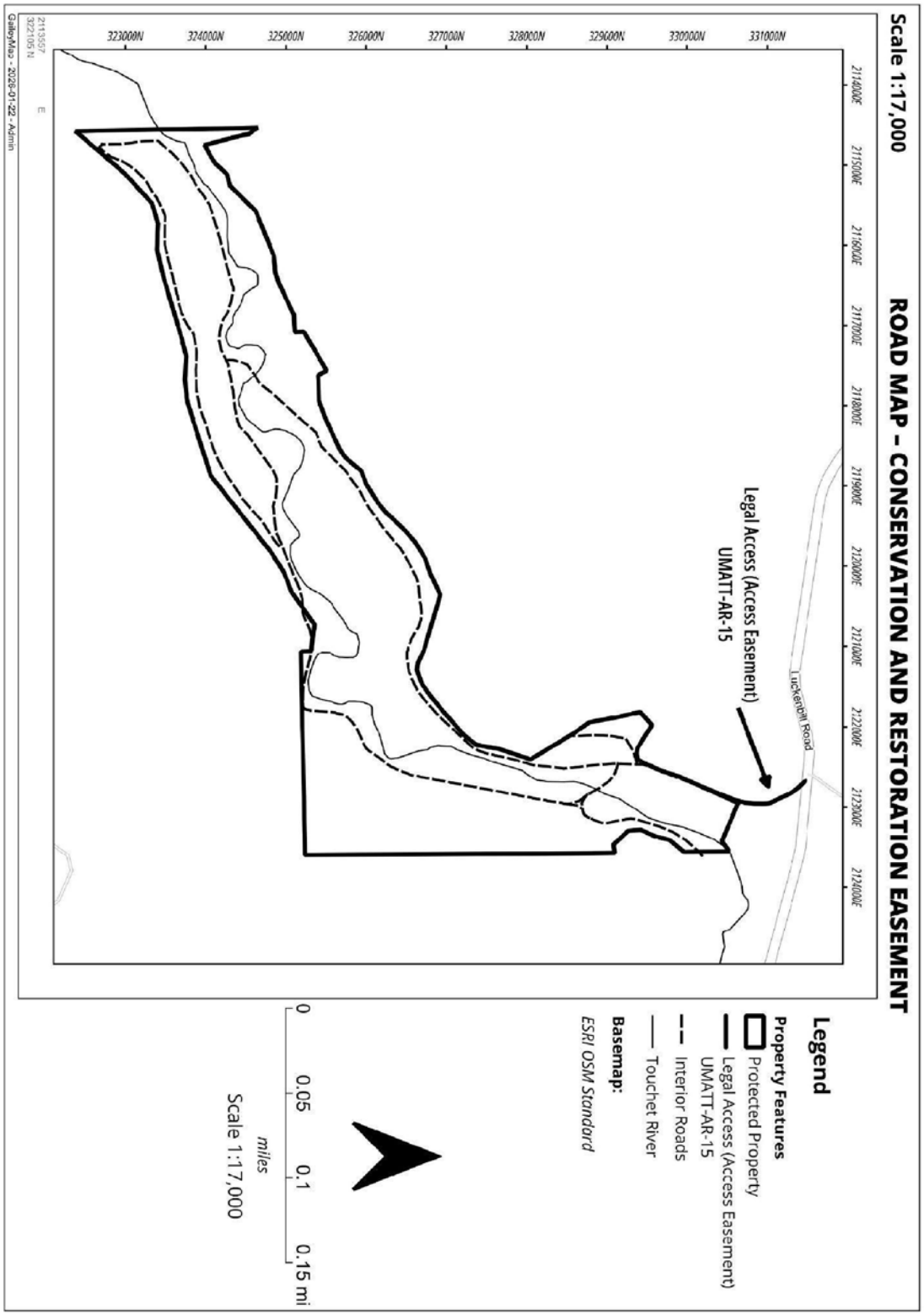

EXHIBIT H

Acknowledgment of Management Plan

Grantor and Grantee, in cooperation with CTUIR, have developed a Management Plan for the Protected Property (BPA Tract ID UMATT-WL-15) dated XX 2026, which Bonneville has reviewed and determined to be consistent with the Purpose and terms and conditions of the Conservation and Restoration Easement and will maintain or enhance the Conservation Values. Bonneville's confirmation of consistency does not create or imply any obligation on the part of Bonneville to fund the actions in the Management Plan, and does not create a federal nexus to, or control over, the day-to-day activities carried out by Grantor, Grantee, the CTUIR, or other partners acting pursuant to the Management Plan. Grantor remains responsible for all incidents of ownership associated with fee title under applicable federal, state, and local law, including but not limited to tort liability, environmental compliance, noxious weed control, and tax payments.

Bonneville Power Administration, Fish and Wildlife Program

_____ _____

Scott L. Donahue, Deputy Executive Manager Date

DRAFT

EXHIBIT I
Acceptable Title Encumbrances
PLACEHOLDER

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.

2. Rights or claims of parties in possession not shown by the Public Records.

3. 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, and that is not shown by the Public Records.

4. Easements, or claims of easements, not shown by the Public Records.

5. Any lien, or right to a lien, for services, labor, equipment, or materials heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

6. Taxes or special 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 to such proceedings whether or not shown by the records of such agency, or by the Public Records.

7. (a) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (b) water rights, claims to title to water, whether or not the matters excepted under (a) or (b) are shown by the Public Records.

8. Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.

9. Any service, installation, connection, maintenance, tap, capacity or construction charges for sewer, water, electricity, natural gas or other utilities, or garbage collection and disposal.

10. (a) All right, title or claim of any character by the United States, state, local government or by the public generally in and to any portion of the land lying within the current or former bed, or below the ordinary high water mark, or between the cut banks of a stream navigable in fact or in law. (b) The consequence of any past or future change in the location of the bed.

11. Any Rights, Interest or Easements in favor of the State of Washington, the United States of America or the public which exist or are claimed to exist in and over the waters, bed and banks of the Touchet River.

12. Terms, covenants and conditions contained in an application for Current Use Classification, entered into pursuant to RCW 84.34 (including potential liability for future applicable taxes, special benefit assessments levied by local governments, penalties and interest upon breach of, or withdrawal from, said classification); Notice of approval being recorded under Recording No. 2006-14866, records of Walla Walla County, Washington.

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13. Unrecorded leasehold, if any, and the rights of vendors and holders of security interests in personal property of tenants to remove said personal property at the expiration of the term.

14. Any claim that the Title is subject to a trust or lien created under the Perishable Agricultural Commodities Act (7 U.S.C. §§499a, et seq.) or the Packers and Stockyards Act (7 U.S.C. §§181, et seq.) or under similar federal or state laws.

15. Terms and conditions contained in a/an Deed.
    Recorded: February 20, 1882
    Recording No.: Book X of Deeds, Page 580, records of Walla Walla County, Washington.

16. Exceptions and Reservations as contained in a/an Deed.
    Executed by: Northern Pacific Railroad Company
    Recorded: February 5, 1884
    Recording No.: Book 32 of Deeds, Page 158, records of Walla Walla County, Washington.

17. Terms and conditions contained in a/an Memorandum of Electric Service Agreement with Columbia Rural Electric Association.
    Recorded: January 27, 2015
    Recording No.: 2015-00652, records of Walla Walla County, Washington.

18. All matters, and any rights, easements, interests or claims as disclosed by Survey recorded May 14, 2024 as Recording No. 2024-02564, records of Walla Walla County, Washington.

19. An easement, including the terms and conditions thereof, for the purposes shown below and rights incidental thereto as set forth in Right of Way Easement.
    Granted to: Pacific Power & Light Company
    Recorded: March 26, 1963 Recording
    No.: 446697, records of Walla Walla County, Washington.

20. All matters, and any rights, easements, interests or claims as disclosed by Record of Survey recorded October 22, 2025 as Recording No. 202506529, records of Walla Walla County, Washington.

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EXHIBIT J
Access Easement

DRAFT

Exhibit D
Access Easement

AFTER RECORDING, RETURN TO:
Blue Mountain Land Trust
P.O. Box 1473
Walla Walla, WA 99362
Ptn. of Walla Walla Co. Tax Lot
340929330004
Bonneville Tract ID: UMATT-AR-15

ACCESS EASEMENT

This DEED OF ACCESS EASEMENT ("Access Easement") is executed by John B. Gailey and Susan K. Gailey, managers and members of Touchet River Ranch, LLC, a Washington limited liability company ("Grantor"), having an address of 6539 Luckenbill Rd, Walla Walla, WA 99362, in favor of Blue Mountain Land Trust, a Washington nonprofit corporation ("Blue Mountain Land Trust"), having an address of P.O. Box 1473, Walla Walla, Washington, 99362, the United States of America, acting by and through the United States Department of Energy, Bonneville Power Administration ("Bonneville"), having an address of P.O. Box 3621, Portland, Oregon, 97208-3621 (collectively "Grantee").

Grantor is the owner of certain real property (also known as the "Burdened Property") located in Walla Walla County and legally described in Exhibit A (Legal Description – Burdened Property).

Grantee holds a Conservation and Restoration Easement over a portion of Grantor's fee-owned property, where Bonneville is the acquiring federal agency holding third party beneficiary rights, as legally described in Exhibit B (Legal Description – Conservation and Restoration Easement) and shown in Exhibit C (Map – Burdened Property and Conservation and Restoration Easement).

Grantor, as owner of the Burdened Property, subject in part to the Conservation and Restoration Easement, for and in consideration of the funding that Bonneville provided to acquire the Conservation and Restoration Easement, in hand paid, conveys and warrants to Grantee – the Blue Mountain Land Trust and its employees, contractors, representatives, successors, or assigns, including the Confederated Tribes of the Umatilla Indian Reservation, and the United States of America and its assigns – the following rights of access across over, under, upon, and across the Burdened Property, where such Access Easement is legally described and shown in Exhibit D (Access Easement – Legal Description and Map):

> The perpetual and irrevocable right to enter the Burdened Property for the purpose of ingress and egress to the Conservation and Restoration Easement. This right of access includes utilizing motor vehicles, drones or on foot.

Grantor agrees to maintain, at Grantor's cost, the Access Easement in such a condition that it is reasonable to permit vehicular access or access on foot to the Conservation and Restoration Easement.

Blue Mountain Land Trust, its employees, contractors, representatives, successors and assigns, shall indemnify, defend, and hold harmless Grantor, its agents, heirs, successors, and assigns, from any and all costs, liabilities, damages, losses, claims, actions or proceedings which may be

claimed to have arisen out of any damage, accident, injury or other similar occurrences in the Access Easement area arising from the exercise of or the use of the Access Easement area by Blue Mountain Land Trust, its guests, invitees, agents, or contractors except such injury, loss, or damage as shall have been caused by the negligence or willful act of Grantor, its agents, guests, invitees, successors or assigns. Bonneville is a federal agency; any claim for personal injury, death, or property damage against Bonneville (the United States) must be made in accordance with the Federal Tort Claims Act, 28 U.S.C. §§ 1346(b), 1402(b), 2401(b), and ch. 171.

The effective date of this Access Easement is the date it is fully executed and recorded in the records of Walla Walla County, Washington.

All exhibits are incorporated and made a part of this Access Easement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate the day and year hereinabove written.

Grantor, Touchet River Ranch, LLC:

_____ _____

John B. Gailey Date
Manager and Member

_____ _____

Susan K. Gailey Date
Manager and Member

Acceptance by Grantee, Blue Mountain Land Trust, Holder of Conservation and Restoration Easement

_____ _____

Amanda Martino, Executive Director Date

Acceptance by the United States, Third Party Beneficiary to the Conservation and Restoration Easement

_____ _____

Luke Arant, Supervisory Realty Specialist Date
Bonneville Power Administration

ACKNOWLEDGMENT

STATE OF: Washington)
)ss.
COUNTY OF: Walla Walla)

I certify that I know or have satisfactory evidence that **John Gailey, Manager and Member, Touchet River Ranch, LLC,** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

GIVEN under my hand and official seal this_____ day of_____, 2025.

_____
Notary Public in and for the State of Washington

Print Name_____

My commission expires_____

ACKNOWLEDGMENT

STATE OF: Washington)
)ss.
COUNTY OF: Walla Walla)

I certify that I know or have satisfactory evidence that **Susan Gailey, Manager and Member, Touchet River Ranch, LLC,** is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument, and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

GIVEN under my hand and official seal this_____ day of_____, 2025.

_____
Notary Public in and for the State of Washington

Print Name_____

My commission expires_____

ACKNOWLEDGMENT

STATE OF: Washington)
)ss.
COUNTY OF: Walla Walla)

I certify that I know or have satisfactory evidence that **Amanda Martino**, **Executive Director of the Blue Mountain Land Trust**, a Washington nonprofit corporation, is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

GIVEN under my hand and official seal this_____ day of_____, 2025.

_____
Notary Public in and for the State of Washington

Print Name_____

My commission expires_____

ACKNOWLEDGMENT

STATE OF:)
)ss:
COUNTY OF:)

I certify that I know or have satisfactory evidence that **Luke Arant**, **Supervisory Realty Specialist of the United States of America, Bonneville Power Administration**, is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

GIVEN under my hand and official seal this_____ day of_____, 2025.

_____
Notary Public in and for the State of Oregon

Print Name_____

My commission expires_____

EXHIBIT A
Legal Description– Burdened Property

Beginning at a point in the North line of the Southwest Quarter of the Southwest Quarter of Section 29 in Township 9 North, Range 34 East of the Willamette Meridian, said point being 89.3 feet East, measured along the said North line from the Northwest corner of the said Southwest Quarter of the Southwest Quarter, and run thence South 21°18' East, a distance of 350.0 feet; thence North 84°40' West, 325.0 feet; thence South 4°12' East, 545.0 feet; thence South 28°07' East, 218.0 feet; thence South 51°40' East, 197.0 feet; thence South 9°02' East, 800.00 feet; thence South 18°08'West, 200.00 feet; thence South 24°29' West, 225.0 feet; thence South 30°01 West, 112.0 feet; thence South 79°21' West, 80.0 feet; thence North 81°41' West, 60.0 feet; thence North 57°00' West, 345.0 feet; thence South 49°37' West, 220.00 feet; thence South 11°58' East, 280.0 feet; thence South 9°33' East, 370.0 feet; thence South 34°22' East, 250.0 feet; thence South 30°05' East, 617.0 feet; thence South 19°24' West, 416.0 feet; thence South 10°38' West, 280.0 feet; thence South 38°37' West, 200.00 feet; thence South 49°50' West, 440.0 feet; thence South 52°30' West, 374.2 feet; thence South 70°20' West, 200.0 feet; thence North 78°57' West, 85.0 feet; thence North 63°06' West, 170.0 feet; thence North 72°33' West, 730.0 feet; thence South 65°35' West, 280.0 feet; thence South 71°41' West, 215.0 feet; thence South 59°30' West, 240.0 feet; thence South 49°00' West, 255.0 feet; thence South 43°37' West 260 feet; thence South 51°02' West, 158.0 feet; thence South 59°18' West, 280.0 feet; thence South 70°17' West, 170.0 feet; thence South 40°55' West, 265.0 feet; thence South 58°22' West, 130.0 feet; thence South 66°00' West, 400.00 feet; thence South 70°22' West, 250.0 feet; thence South 89°18' West, 320.0 feet; thence North 27°33' West, 120.0 feet; thence South 60°15' West, 290.0 feet; thence South 61°11' West, 570.0 feet; thence South 65°42' West, 385.0 feet; thence South 72°33' West, 135.0 feet; thence South 85°30' West, 215.0 feet; thence South 68°43' West, 527.0 feet; thence South 71°12' West, 70.0 feet; thence South 45°47' West, 455.0 feet; thence South 76°09' West, 150.2 feet; thence South 43°02' West, 190.0 feet; thence South 56°52' West, 100.0 feet; thence South 62°05' West , 175.3 feet; thence North 13°26' West, 463.0 feet; thence North 10°20' West, 110.0 feet; thence North 40°40' West, 93.0 feet; thence North 20°85' West, 165.0 feet, more or less, to a point in the North and South center line of Section 1, Township 8 North Range 33 East of Willamette Meridian, said point being 281.0 feet South of the North Quarter corner of the said Section 1; thence South along the said centerline 2432.2 feet; thence North 41°53' East, 858.7 feet; thence North 48°43' East 514.2 feet; thence North 74°42' East, 257.3 feet; thence South 86°51' East, 331.8 feet; thence North 78°12' East, 323.5 feet; thence North 74°47' East, 798.8 feet to a point in the East line of the aforesaid Section 1, said point being 1409.3 feet South measured along said East line from the Northeast corner of the said Section 1; thence North 76°09' East, 249.7 feet; thence South 85°54' East, 296.8 feet; thence North 85°14' East, 268.8 feet; thence North 73°33' East, 966.2 feet; thence North 52°48' East, 1214.5 feet; thence North 58°55' East, 290.7 feet; thence North 69°33' East, 260.2 feet; thence North 56°06' East, 178.4 feet to a point in the North line of Section 6 Township 8 North of Range 34 East of the Willamette Meridian, said point being 1920.1 feet West; measured along the said North line, from the Northeast corner of said Section 6; thence North 56°06' East, 314.9 feet; thence South 81°11' East, 349.3 feet to a point in the East line of the West half of the Southeast Quarter of Section 31, Township 9 North, Range 34 East of the Willamette Meridian, said point being 125.0 feet North, measured along the said East line from the Southeast corner of the West half of the Southeast Quarter of Section 31; thence South 125 feet to the Southeast

corner of the aforesaid West half of the Southeast Quarter; thence East along the South line of the Said Section 31, and the South line of Section 32 of the aforesaid Township and Range, to the Southeast corner of the West half of the West half of the said Section 32; thence North, along the East line of the said West half of the West half, and the East line of the Southwest Quarter of the Southwest Quarter of Section 29, Township 9 North, Range 34 East of the Willamette Meridian, to the Northeast corner of the said Southwest Quarter of the Southwest Quarter; thence West, along the North line of the said Southwest Quarter of the Southwest Quarter to THE POINT OF BEGINNING.

EXCEPTING THEREFROM that portion lying in the County road.

Situated in Walla Walla County, State of Washington.

EXHIBIT B
Legal Description – Conservation and Restoration Easement
(BPA Tract ID UMATT-WL-15)

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, THE WEST HALF OF THE WEST HALF OF SECTION 32, THE EAST HALF OF THE NORTHEAST QUARTER AND THE SOUTH HALF OF SECTION 31, ALL IN TOWNSHIP 9 NORTH, RANGE 34 EAST OF THE WILLAMETTE MERIDIAN; THE NORTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 8 NORTH, RANGE 34 EAST OF SAID WILLAMETTE MERIDIAN; AND THE NORTHEAST QUARTER OF SECTION 1 IN TOWNSHIP 8 NORTH, RANGE 33 EAST OF SAID WILLAMETTE MERIDIAN, SAID LANDS BEING A PORTION OF THOSE LANDS CONVEYED TO IVAN J. ECCLES AND EDNA ECCLES BY THAT WARRANTY DEED RECORDED MAY 8, 1968 IN BOOK 326 OF DEEDS AT PAGE 601 UNDER AUDITOR'S FILE NO. 494082, EXCEPTING THEREFROM THOSE LANDS CONVEYED TO CASEY FARMS, INC. BY THAT WARRANTY FULFILLMENT DEED RECORDED JANUARY 6, 1978 IN VOLUME 74 OF DEEDS AT PAGE 345 UNDER AUDITOR'S FILE NO. 1978-00153, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHEAST CORNER OF SECTION 31 IN TOWNSHIP 9 NORTH, RANGE 34 EAST, WILLAMETTE MERIDIAN, WHICH POINT IS ALSO THE SOUTHEAST CORNER OF THOSE LANDS CONVEYED TO IVAN J. ECCLES AND EDNA ECCLES BY THAT WARRANTY DEED RECORDED MAY 8, 1968 IN BOOK 326 OF DEEDS AT PAGE 601 UNDER AUDITOR'S FILE NO. 494082, SAID POINT BEING MARKED BY A 3/4-INCH IRON ROD, FROM WHICH A 1/2-INCH IRON REBAR MARKING THE SOUTHWEST CORNER OF SAID SECTION 31 BEARS S88°47'10"W A DISTANCE OF 5285.49 FEET, AND RUNNING THENCE ALONG THE BOUNDARY OF SAID ECCLES LANDS BY THE FOLLOWING COURSES AND DISTANCES:

ALONG THE SOUTH LINE OF SAID SECTION 31, S88°47'10"W A DISTANCE OF 1321.37 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 31; THENCE ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, N01°16'09"W A DISTANCE OF 125.00 FEET; THENCE N82°34'11"W A DISTANCE OF 339.27 FEET; THENCE S55°00'59"W A DISTANCE OF 316.61 FEET TO A POINT ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE CONTINUING S55°00'59"W A DISTANCE OF 179.37 FEET; THENCE S68°27'59"W A DISTANCE OF 261.61 FEET; THENCE S57°49'59"W A DISTANCE OF 292.28 FEET; THENCE S51°42'59"W A DISTANCE OF 1221.10 FEET; THENCE S72°27'59"W A DISTANCE OF 971.45 FEET; THENCE S84°08'59"W A DISTANCE OF 270.26 FEET; THENCE N86°59'01"W A DISTANCE OF 298.41 FEET; THENCE S75°03'59"W A DISTANCE OF 251.06 FEET TO A POINT ON THE EAST LINE OF SECTION 1 IN TOWNSHIP 8 NORTH, RANGE 33 EAST OF SAID WILLAMETTE MERIDIAN; THENCE S73°33'21"W A DISTANCE OF 799.95 FEET; THENCE S76°58'21"W A DISTANCE OF 323.96 FEET; THENCE N88°04'39"W A DISTANCE OF 332.28 FEET; THENCE S73°28'21"W A DISTANCE OF 257.67 FEET; THENCE S47°29'21"W A DISTANCE OF 514.94 FEET; THENCE S40°39'21"W A DISTANCE OF 799.86 FEET TO A POINT IN A

LINE PARALLEL WITH AND 30.00 FEET EAST OF THE WEST LINE OF THE EAST HALF OF SAID SECTION 1, SAID POINT BEARING N40°39'21"E A DISTANCE OF 60.08 FEET FROM A POINT IN SAID WEST LINE OF THE EAST HALF WHICH IS 2432.20 FEET SOUTH, MEASURED ALONG SAID WEST LINE, FROM THE NORTHWEST CORNER OF SAID EAST HALF OF SECTION 1;

THENCE ALONG SAID PARALLEL LINE, N01°05'26"W A DISTANCE OF 2277.16 FEET TO A POINT IN THE SOUTH LINE OF THOSE LANDS CONVEYED TO CASEY FARMS, INC. BY THAT WARRANTY FULFILLMENT DEED RECORDED JANUARY 6, 1978 IN VOLUME 74 OF DEEDS AT PAGE 345 UNDER AUDITOR'S FILE NO. 1978-00153, SAID POINT BEARING S21°02'14"E A DISTANCE OF 117.26 FEET FROM A POINT IN SAID WEST LINE OF THE EAST HALF OF SECTION 1 WHICH IS 281.00 FEET SOUTH, MEASURED ALONG SAID WEST LINE, FROM SAID NORTHWEST CORNER OF SAID EAST HALF; THENCE LEAVING THE BOUNDARY OF SAID ECCLES LANDS AND RUNNING ALONG THE BOUNDARY OF SAID CASEY LANDS BY THE FOLLOWING COURSES AND DISTANCES:

S21°02'14"E A DISTANCE OF 47.60 FEET; THENCE S41°37'14"E A DISTANCE OF 92.92 FEET; THENCE S11°17'14"E A DISTANCE OF 109.90 FEET; THENCE S14°23'14"E A DISTANCE OF 462.59 FEET; THENCE N61°07'46"E A DISTANCE OF 174.84 FEET; THENCE N55°54'46"E A DISTANCE OF 99.91 FEET; THENCE N42°04'46"E A DISTANCE OF 189.83 FEET; THENCE N75°11'46"E A DISTANCE OF 150.07 FEET; THENCE N44°49'46"E A DISTANCE OF 454.59 FEET; THENCE N70°14'46"E A DISTANCE OF 69.94 FEET; THENCE N67°45'46"E A DISTANCE OF 526.53 FEET; THENCE N84°32'46"E A DISTANCE OF 214.81 FEET; THENCE N71°35'46"E A DISTANCE OF 134.88 FEET; THENCE N64°44'46"E A DISTANCE OF 384.66 FEET; THENCE N60°13'46"E A DISTANCE OF 41.66 FEET TO THE NORTH LINE OF SAID SECTION 1;
THENCE LEAVING SAID BOUNDARY OF THE CASEY LANDS AND RUNNING ALONG SAID NORTH LINE OF SECTION 1, N88°43'42"E A DISTANCE OF 250.46 FEET TO THE NORTHEAST CORNER OF SAID SECTION 1, WHICH IS ALSO THE WEST LINE OF SECTION 31 AFORESAID; THENCE ALONG SAID WEST LINE OF SECTION 31, N01°35'34"W A DISTANCE OF 135.57 FEET TO A POINT IN THE AFORESAID BOUNDARY OF THE CASEY LANDS;

THENCE CONTINUING ALONG SAID BOUNDARY OF THE CASEY LANDS BY THE FOLLOWING COURSES AND DISTANCES:

N60°13'46"E A DISTANCE OF 243.70 FEET; THENCE N59°17'46"E A DISTANCE OF 289.74 FEET; THENCE S28°30'14"E A DISTANCE OF 119.89 FEET; THENCE N88°20'46"E A DISTANCE OF 319.71 FEET; THENCE N69°24'46"E A DISTANCE OF 249.78 FEET; THENCE N65°02'46"E A DISTANCE OF 399.64 FEET; THENCE N57°24'46"E A DISTANCE OF 129.88 FEET; THENCE N39°57'46"E A DISTANCE OF 264.76 FEET; THENCE N69°19'46"E A DISTANCE OF 169.85 FEET; THENCE N58°20'46"E A DISTANCE OF 279.75 FEET; THENCE N50°04'46"E A DISTANCE OF 157.86 FEET; THENCE N42°39'46"E A DISTANCE OF 259.77 FEET; THENCE N48°02'46"E A DISTANCE OF 254.77 FEET; THENCE N58°32'46"E A DISTANCE OF 239.79 FEET; THENCE N70°43'46"E A DISTANCE

OF 214.81 FEET; THENCE N64°37'46"E A DISTANCE OF 279.75 FEET; THENCE S73°30'14"E A DISTANCE OF 729.35 FEET; THENCE S64°03'14"E A DISTANCE OF 169.85 FEET; THENCE S79°54'14"E A DISTANCE OF 84.92 FEET; THENCE N69°22'46"E A DISTANCE OF 199.82 FEET; THENCE N51°32'46"E A DISTANCE OF 373.87 FEET; THENCE N48°52'46"E A DISTANCE OF 439.61 FEET; THENCE N37°39'46"E A DISTANCE OF 199.82 FEET; THENCE N09°40'46"E A DISTANCE OF 279.75 FEET; THENCE N18°26'46"E A DISTANCE OF 415.63 FEET; THENCE N31°02'14"W A DISTANCE OF 616.45 FEET; THENCE N35°19'14"W A DISTANCE OF 249.78 FEET; THENCE N10°30'14"W A DISTANCE OF 369.67 FEET; THENCE N12°55'14"W A DISTANCE OF 279.75 FEET; THENCE N48°39'46"E A DISTANCE OF 219.80 FEET; THENCE S57°57'14"E A DISTANCE OF 344.69 FEET; THENCE S82°38'14"E A DISTANCE OF 59.95 FEET; THENCE N78°23'46"E A DISTANCE OF 79.93 FEET; THENCE N29°03'46"E A DISTANCE OF 111.90 FEET; THENCE N23°31'46"E A DISTANCE OF 224.80 FEET; THENCE N17°10'46"E A DISTANCE OF 199.82 FEET;

THENCE LEAVING SAID BOUNDARY OF THE CASEY LANDS AND RUNNING N24°08'29"E A DISTANCE OF 826.33 FEET; THENCE S67°01'57"E A DISTANCE OF 516.80 FEET TO A POINT IN THE CENTER OF THE TOUCHET RIVER; THENCE ALONG SAID TOUCHET RIVER, N54°43'59"E A DISTANCE OF 160.24 FEET TO A POINT; THENCE DEPARTING SAID RIVER AND RUNNING S00°35'18"E A DISTANCE OF 564.74 FEET TO A POINT IN A FENCE; THENCE ALONG SAID FENCE BY THE FOLLOWING SIX COURSES:

S40°18'47"W A DISTANCE OF 230.16 FEET; THENCE S14°26'21"W A DISTANCE OF 204.36 FEET; THENCE S25°15'17"W A DISTANCE OF 180.44 FEET; THENCE S04°08'24"E A DISTANCE OF 157.61 FEET; THENCE S42°48'02"E A DISTANCE OF 253.97 FEET; THENCE N79°23'22"E A DISTANCE OF 103.52 FEET;

THENCE LEAVING SAID FENCE AND RUNNING S00°59'46"E A DISTANCE OF 1,236.37 FEET TO A CORNER IN SAID FENCE; THENCE ALONG SAID FENCE, S00°02'50"W A DISTANCE OF 1,166.78 FEET; THENCE CONTINUING ALONG SAID FENCE AND THE SOUTHERLY EXTENSION THEREOF, S00°15'27"E A DISTANCE OF 1,460.30 FEET TO A POINT IN THE SOUTH LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 32; THENCE ALONG SAID SOUTH LINE, S88°50'35"W A DISTANCE OF 1208.53 FEET TO THE POINT OF BEGINNING;

HAVING AN AREA OF 19,113,683 SQUARE FEET, 438.79 ACRES, MORE OR LESS.

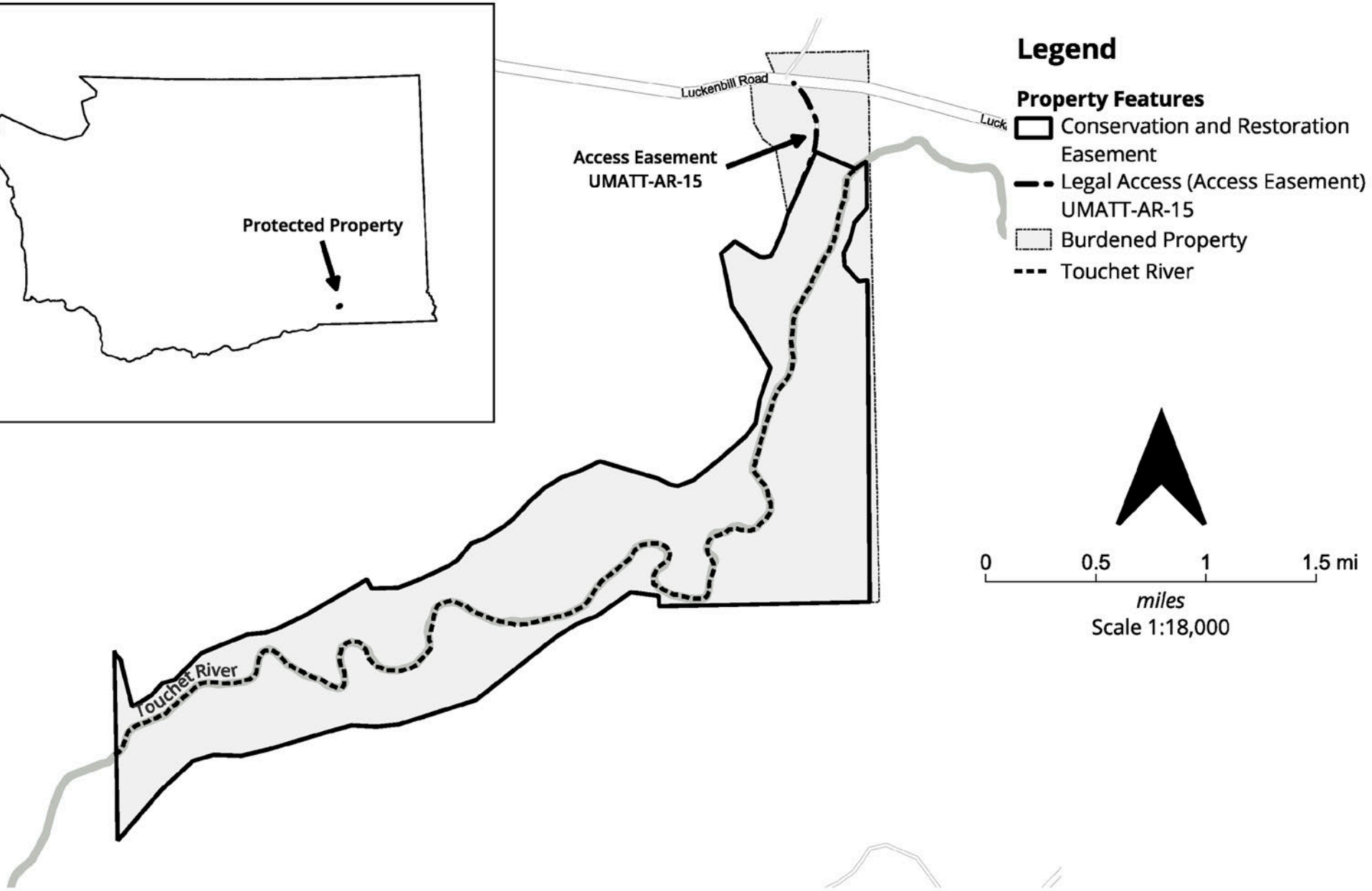
SITUATED IN THE COUNTY OF WALLA WALLA, STATE OF WASHINGTON.

EXHIBIT C

Map – Burdened Property and Conservation and Restoration Easement

Scale 1:18,000

CONSERVATION AND RESTORATION EASEMENT EXHIBIT MAP



Legend

Property Features

- Conservation and Restoration Easement
- Legal Access (Access Easement) UMATT-AR-15
- Burdened Property
- Touchet River

0 0.5 1 1.5 mi

miles

Scale 1:18,000

2112757 E
321817 N

BPA-2026-01154-F 0310

33380025

EXHIBIT D

Access Easement – Legal Description (BPA Tract ID UMATT-AR-15)

A STRIP OF LAND 15.00 FEET IN WIDTH, LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29 AND THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 9 NORTH, RANGE 34 EAST, WILLAMETTE MERIDIAN, SAID STRIP BEING 7.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT ON THE SOUTH LINE OF LUCKENBILL COUNTY ROAD WHICH IS 414.23 FEET EAST, MEASURED AT RIGHT ANGLES, FROM THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 29, SAID POINT FALLING IN THE CENTERLINE OF AN EXISTING DRIVEWAY, AND RUNNING THENCE ALONG SAID CENTERLINE BY THE FOLLOWING NINE COURSES:

THENCE S44°33'59"E A DISTANCE OF 108.24 FEET TO A POINT OF CURVATURE WITH A TANGENT CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 400.00 FEET; THENCE ALONG SAID CURVE, HAVING AN ARC LENGTH OF 134.58 FEET, WITH A DELTA ANGLE OF 19°16'36", A CHORD BEARING OF S34°55'41"E, AND A CHORD LENGTH OF 133.94 FEET; THENCE S25°17'23"E A DISTANCE OF 233.49 FEET TO A POINT OF CURVATURE WITH A TANGENT CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 250.00 FEET; THENCE ALONG SAID CURVE, HAVING AN ARC LENGTH OF 114.86 FEET, WITH A DELTA ANGLE OF 26°19'24", A CHORD BEARING OF S12°07'41"E, AND A CHORD LENGTH OF 113.85 FEET; THENCE S01°02'01"W A DISTANCE OF 101.82 FEET TO A POINT OF CURVATURE WITH A TANGENT CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 250.00 FEET; THENCE ALONG SAID CURVE, HAVING AN ARC LENGTH OF 29.00 FEET, WITH A DELTA ANGLE OF 06°38'49", A CHORD BEARING OF S04°21'25"W, AND A CHORD LENGTH OF 28.99 FEET; THENCE S07°40'49"W A DISTANCE OF 115.80 FEET TO A POINT OF CURVATURE WITH A TANGENT CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 500.00 FEET; THENCE ALONG SAID CURVE, HAVING AN ARC LENGTH OF 117.01 FEET, WITH A DELTA ANGLE OF 13°24'32", A CHORD BEARING OF S14°23'05"W, AND A CHORD LENGTH OF 116.75 FEET; THENCE S21°05'21"W A DISTANCE OF 337.15 FEET TO THE INTERSECTION OF SAID CENTERLINE WITH THE BOUNDARY OF A CONSERVATION EASEMENT;

THE SIDELINES OF SAID STRIP BEING SHORTENED OR LENGTHENED ON THE NORTH TO MEET THE AFORESAID RIGHT-OF-WAY OF LUCKENBILL ROAD, AND ON THE SOUTH TO MEET THE BOUNDARY OF SAID CONSERVATION EASEMENT.

SAID STRIP HAVING AN AREA OF 19,663 SQUARE FEET, 0.45 ACRES, MORE OR LESS.

AFTER RECORDING, RETURN TO:
Blue Mountain Land Trust
P.O. Box 1473
Walla Walla, WA 99362
Ptn. of Sections 31 and 32, T9N, R34E, Sections 5 and 6, T8N, R33E, and Section 1 T8N, R33E, W.M. Walla Walla County, WA
Bonneville Tract ID: UMATT-WL-15

DEED OF CONSERVATION AND RESTORATION EASEMENT

THIS DEED OF CONSERVATION AND RESTORATION EASEMENT ("**Conservation and Restoration Easement**") is made effective as of the date of the first recording by JOHN B. GAILEY and SUSAN K. GAILEY, managers and members of TOUCHET RIVER RANCH, L.L.C., a Washington limited liability company ("**Grantor**"), having an address of 222 Indian Court, Richland, WA, 99352, in favor of BLUE MOUNTAIN LAND TRUST, a Washington nonprofit corporation, and its successors and assigns ("**Grantee**"), having an address of P.O. Box 1473 Walla Walla, WA 99362, holder of the Conservation and Restoration Easement, and the UNITED STATES OF AMERICA, acting by and through the United States Department of Energy, Bonneville Power Administration ("**Bonneville**"), a third party beneficiary having certain rights described herein. Grantor and Grantee may be individually referred to as "Party" or collectively referred to as "**Parties**."

I. RECITALS

A. Protected Property. Grantor is the owner in fee simple of certain real property situated approximately 15 miles northwest of the City of Walla Walla in Walla Walla County, Washington. A 438.79-acre portion of Grantor's larger 492.75-acre real property will be permanently protected by this Conservation and Restoration Easement, which will protect significant proposed habitat restoration and channel modification along approximately three river miles of the Touchet River, once implemented ("**Protected Property**," also commonly referred to as Túuši Wána). The remaining 53.96-acre portion of Grantor's larger 492.75-acre real property is outside of the Protected Property and will not be subject to this Conservation and Restoration Easement. Through a separate Deed of Access Easement, attached as **Exhibit J** (Access Easement), a fully executed copy of which is to be recorded in the records of Walla Walla County, Washington, Grantor will convey an access easement to Grantee and Bonneville over and across that 53.96-acre portion outside of the Protected Property to allow

for ingress and egress to the Protected Property (Bonneville Tract ID UMATT-AR-15). See **Exhibit A** and **Exhibit B** for a legal description and map of the Protected Property.

B. Planned Restoration Work. The Confederated Tribes of the Umatilla Indian Reservation ("**CTUIR**") are responsible for the planning, design, and proposed phased implementation of a large-scale habitat restoration project ("**Planned Restoration Work**" a/k/a Túuši Wána Floodplain Enhancement Project) along approximately three river miles of the Touchet River occurring entirely within the Protected Property, in coordination with and funded by Bonneville (Project # 1996-046-01 EXP Walla Walla Basin Fish Habitat Enhancement), and in coordination with Grantor pursuant to a Riparian and Conservation Agreement executed in January 2022 and amended April 1, 2025, attached as **Exhibit C** (Riparian Conservation Agreement) and **Exhibit K** (Amended Riparian Conservation Agreement). The Planned Restoration Work is intended to improve habitat for juvenile and adult ESA-listed salmonids, and may include, but is not limited to, channel or side-channel excavation, construction and placement of large woody material structures, and reseeding native grasses and planting riparian vegetation.

C. Protected Water. Grantor is also the holder of one Surface Water Right Certificate (**Exhibit D**, Touchet River Adjudicated Certificate #345) appurtenant to its fee-owned real property allowing for irrigation of 219.0 acres from the Touchet River, with certain seasonal and annual restrictions. As part of this Conservation and Restoration Easement transaction and the Riparian and Conservation Agreement with CTUIR, Grantor, in partnership with the CTUIR, will file a change application with Washington State Department of Ecology ("**Ecology**"), Trust Water Rights Program, where the net effect will: (1) enable the permanent transfer of 208.76 acres of Certificate #345, in the amount of 3.21 cfs from April 1 to September 15, and 4.174 cfs from September 15 to April 1, instream in the Touchet River for the benefit of fish and wildlife ("**Protected Water**"); and (2) enable Grantor to reserve 10.24 acres of Certificate #345 ("**Reserved Water Rights**") for use on Grantor's fee-owned land outside of and adjacent to the Protected Property. Ecology will make the final determination of the actual water quantity available for protection and retention as a result of the change application review and approval process. The change process is described further in Section II.D (Change Process for Protected Water and Reserved Water Rights).

D. Qualified Organization. Grantee is a publicly-supported, tax-exempt non-profit organization, qualified under Sections 501(c)(3) and 170(h) of the Internal Revenue Code of 1986, as amended, 26 U.S.C. [United States Code] §§ 1 *et seq.*, and RCW [Revised Code of Washington] §§ 64.04.130 and 84.34.250, to hold this Conservation and Restoration Easement. Grantee's primary purpose is to acquire, preserve, and dispose of privately-owned fee and less-than-fee real property interests to protect open space, agricultural, forest, fish and wildlife habitat, and historically significant lands in southeast Washington and Eastern Oregon. Grantee has resources to monitor and enforce the restrictions set forth in this Conservation and Restoration Easement.

E. Funding and Authority (General). Bonneville is a power-marketing agency having legal obligations under the Pacific Northwest Electric Power Planning and Conservation Act, 16 U.S.C. §§ 839-839h ("**Northwest Power Act**"), to protect, mitigate, and enhance fish and

wildlife, including related spawning grounds and habitat, affected by the development and operation of federal hydroelectric projects of the Columbia River and its tributaries, in a manner consistent with the purposes of the Northwest Power Act, the Fish and Wildlife Program adopted by the Pacific Northwest Electric Power and Conservation Planning Council under Section 4(h) of the Northwest Power Act (16 U.S.C. § 839b(h)), and other environmental laws, including the Endangered Species Act, 16 U.S.C. §§ 1531-1544 ("**ESA**"). Bonneville has the authority pursuant to the Northwest Power Act, 16 U.S.C. §§ 839b(h) and 839f(a), the Federal Columbia River Transmission System Act, 16 U.S.C. § 838(e) and § 838i(b), and the Bonneville Project Act, 16 U.S.C. §§ 832a(c) through (f), to acquire and sell real estate or to assist in the acquisition and transfer of real property interests.

F. **Funding for this Deed of Conservation and Restoration Easement.** Bonneville, in partial fulfillment of its Northwest Power Act mitigation responsibility, is funding the acquisition of this Conservation and Restoration Easement, the instream transfer of Protected Water, and the planning, design, proposed and final implementation, and monitoring and evaluation of Planned Restoration Work under agreements and contracts with the CTUIR, including but not limited to Bonneville Projects 2008-207-00 (EXP Umatilla Tribe Acquisition and Protection) and 1996-046-01 (EXP Walla Walla Basin Fish Habitat Enhancement).

Now, therefore, the Parties agree as follows:

II. AGREEMENT

A. **Conveyance and Consideration.** The Grantor, for and in consideration of $2,005,000.00 (Two-Million-Five-Thousand U.S. dollars) provided by Bonneville, in hand paid, conveys and warrants to Grantee, its successors and assigns, a perpetual Conservation and Restoration Easement in, over, under, upon, and across the Protected Property legally described in **Exhibit A** (Legal Description – Conservation and Restoration Easement) and shown in **Exhibit B** (Map – Conservation and Restoration Easement), and;

TOGETHER WITH a right of access over, under, upon and across the Protected Property;

TOGETHER WITH the permanent instream transfer of the Protected Water, 208.76 acres (irrigation water right) from Certificate #345 to the Washington State Department of Ecology, Trust Water Rights Program for the benefit of fish and wildlife in the Touchet River;

TOGETHER WITH the right to plan, design, and implement the Planned Restoration Work, in partnership with Grantor, the CTUIR, and Bonneville, and;

RESERVING Grantor's Reserved Water Rights, 10.24 acres (irrigation water rights) from Certificate #345 for Grantor's irrigation purposes outside of and adjacent to the Protected Property.

For and in the same consideration, Grantor conveys and warrants to the United States of America and its assigns perpetual third party rights to this Conservation and Restoration Easement together with access to the same, further described in Section II.F (Rights Conveyed to Grantee (and Bonneville)) below.

The interests conveyed to Grantee and the United States of America are real property interests created and implemented in accordance with RCW § 64.04.130 and other applicable federal and state law. Grantor expressly intends that this Conservation and Restoration Easement creates equitable servitudes and covenants running with the land, and is a perpetual and irrevocable easement in gross, which shall be binding upon Grantor and Grantor's heirs, successors and assigns of the Protected Property for the benefit of Grantee and the United States of America.

B. Purpose. The purpose of this Conservation and Restoration Easement ("**Purpose**") is to permanently identify, preserve, protect, maintain, conserve, enhance, improve, and allow for the restoration of fish and wildlife habitat, open space, and other Conservation Values of the Protected Property, as those Conservation Values are described in Section II.C (Conservation Values). This includes preventing any use of, or activity on, the Protected Property that will materially impair the Conservation Values.

C. Conservation Values. The Protected Property possesses relatively natural and restored riparian habitat important for fish and wildlife species, open space, and scenic values of great importance to Grantor, the people of Walla Walla County, the people of the State of Washington, and the United States (collectively, "**Conservation Values**"). The Conservation Values of the Protected Property are more fully described below.

1. Riparian Habitat. The Protected Property includes approximately 340 acres of riparian and wetland habitat, containing hardwood communities of willow and cottonwood, along the Touchet River. Riparian habitat generally contains elements of aquatic and terrestrial ecosystems providing particularly important habitat for fish and wildlife species, including water, soil and stream bank stability, flood control, stream temperature control, water purification, and supply of food and nutrients to the aquatic system.

2. Fish Species and Habitat. The Protected Property provides spawning, rearing, and migration habitat for a diverse list of native fish species, including but not limited to ESA-listed Middle Columbia River summer steelhead (*Oncorhynchus mykiss*) and bull trout (*Salvelinus confluentus*). Other important fish and aquatic species include spring Chinook salmon (*O. tshawytscha*), Rainbow trout (*O. mykiss*), Pacific lamprey (*Entosphenus tridentatus*), and other native fish.

3. Wildlife Species and Habitat. The Protected Property provides upland and critical winter range habitat for Northwest whitetail deer (*Odocoileus virginianus ochrourus*), mule deer (*Odocoileus hemionus*), and moose (*Alces alces*), and is currently dominated by bunchgrass and sagebrush. Wetland, riparian, and upland habitats, taken together, benefit numerous wildlife species, including but not limited to breeding and hunting

areas for Washington State-listed endangered ferruginous hawk (*Buteo regalis*), and habitat for other important wildlife species including yellow warbler (*Dendroica dominica*), western meadowlark (*Sturnella neglecta*), pileated woodpecker *(Dryocopus pileatus*), bald eagle (*Haliaeetus leucocephalus*), American white pelican (*Pelecanus erythrorhynchos*), American beaver (*Castor canadensis*), mountain lion (*Puma concolor*), western rattlesnake (*Crotalus viridus*), Columbia spotted frog (*Rana luteiventris*), western toad (*Bufo boreas*), long-toed salamander (*Ambystoma macrodactylum*), and various waterfowl and upland bird species.

4. Natural, Scenic, and Open Space Values. The Protected Property possesses natural, scenic, and open space values, including approximately three river miles of the Touchet River and adjacent floodplain.

5. Planned Restoration Work and Protected Water. Implementing the Planned Restoration Work of the Protected Property as described in Section I.B, and permanently transferring Protected Water to the State of Washington for instream use as described in Sections I.C, II.A and II.D, will benefit all of the other Conservation Values listed above by: (1) increasing habitat for ESA-listed and non-listed fish and other aquatic species, habitat for terrestrial and avian wildlife, water availability (quantity), floodplain connectivity, storage and capacity, flooding inundation protection, and instream structural complexity, (2) improving sediment routing processes, streamflow timing and duration, water quality (including reduced or buffered stream temperatures), riparian vegetation condition (quantity and quality), (3) and allowing for limited recreation access and opportunities.

This list is not exhaustive. Parties and Bonneville acknowledge that the Conservation Values may periodically fluctuate due to short- or long-term changes from restoration activities or factors beyond the Grantor or Grantee's control, including but not limited to wildlife, earth movement, floods, interdecadal climate events, long-term climate change, or any or all of these.

D. Change Process for Protected Water and Reserved Water Rights. As summarized in Section I.C, Grantor, in partnership with the CTUIR, will file a change application with Ecology for change in the purpose of use for one adjudicated surface water right (see Touchet River Adjudicated Certificate #345 in Exhibit D), where the net effect for purposes of this Conservation and Restoration Easement is to: (1) enable the permanent transfer of the Protected Water, 208.76 acres under Certificate #345, instream to the Touchet River for the benefit of fish and wildlife, and (2) enable Grantor to reserve its Reserved Water Rights, 10.24 acres of irrigation under Certificate #345, legally described in **Exhibit E** (Legal Description – Reserved Water Rights), for use on Grantor's fee-owned land outside of and adjacent to the Protected Property. Steps to be taken include:

1. Obtaining authorization for the diversion of water from the Touchet River at the point of diversion in the NW ¼ NW ¼, Sec. 32 T 8 N., R 34 E., W.M. in the amount of 0.016 cfs from April 1 to September 15, and 0.205 cfs from September 15 to April 1, to enable the exercise of Grantor's Reserved Water

Rights for the irrigation of 10.24 acres under Certificate #345 outside of and adjacent to the Protected Property.

2. Changing the purpose of use for the remaining 208.76 acres under Certificate #345, in the amount of 3.21 cfs from April 1 to September 15, and 4.174 cfs from September 15 to April 1, from irrigation to permanent instream flows under Ecology's Trust Water Rights Program (RCW § 90.42) for the benefit of fish and wildlife in the Touchet River. Ecology will make the final determination of the actual water quantity available for protection as instream flow and retention for irrigation as a result of the change application review and approval process.

3. Obtaining approval for a development schedule that allows Grantor (and CTUIR, through its Riparian Conservation Agreement with Grantor) the limited right to irrigate perennial native plantings for five (5) years. The express purpose of this limited use of the Protected Water is to ensure native perennial plant revegetation success. For the purposes of irrigating perennial native plantings allowable under this Section II.D.3, agricultural infrastructure and water delivery system equipment, including but not limited to pumps, pipes, drip irrigation lines, soaker hoses, portable sprinklers, and temporary water conveyance hoses, may be utilized. No other use of the Protected Water is permitted, other than as discussed in Section II.D.

The Final Report of Examination finalizing the above changes has not yet been issued by Ecology and will be recorded upon receipt.

Upon completion of the change application with Ecology, Grantor shall convey a deed permanently transferring the 208.76 acres of irrigation water right from Certificate #345 in favor of Ecology to permanently protect instream flows in the Touchet River for the benefit of fish and wildlife. The deed shall meet the requirements for permanently changing a water right to trust under RCW § 90.42.080(1)(b) and (4) and be recorded in the records of Walla Walla County, Washington.

E. Baseline Inventory.

1. Baseline Inventory at Acquisition. The Parties and Bonneville agree that the characteristics and conditions of the Protected Property as of the Effective Date of this Conservation and Restoration Easement (see Section II.U.9 for definition of Effective Date) are documented in an inventory report on file at the offices of Grantee and Bonneville ("**Baseline Inventory**"), which is incorporated into this Conservation and Restoration Easement by reference in the acceptance and acknowledgment contained in **Exhibit F** (Acknowledgement of Baseline Inventory). The Baseline Inventory consists of reports, maps, photographs, satellite imagery, and other documentation that collectively provide an accurate representation of the Protected Property to serve as the primary repository of objective information for monitoring changes to the Protected Property and compliance with the terms and conditions of this Conservation and

Restoration Easement. Grantee is not limited to use of the Baseline Inventory to show a change in condition or use of the Protected Property.

2. Amendments to the Baseline Inventory after Implementation of Planned Restoration Work. The Parties and Bonneville acknowledge that, as of the Effective Date of this Conservation and Restoration Easement, some of the Planned Restoration Work has been implemented, but much of the proposed work is still in the design and planning phase. Such Planned Restoration Work, when fully completed, will alter the baseline condition of the Protected Property and result in short- and long-term changes to the Protected Property and Conservation Values. Thus, the Parties and Bonneville further acknowledge and agree that, within eighteen (18) months of the completion of Planned Restoration Work, an "**Amended Baseline Inventory**" will be compiled by Grantee and incorporated herein by this reference. Copies of the Amended Baseline Inventory will be kept on file at the offices of Grantee and Bonneville and provided to Grantor. Failure to timely compile the additional Baseline Inventory shall not affect the enforceability of validity of any other provision hereof.

F. Rights Conveyed to Grantee (and Bonneville). To accomplish the Purpose of this Conservation and Restoration Easement, the following rights are conveyed to Grantee (and Bonneville):

1. Protection and Restoration. Grantee shall have the right to identify, protect, preserve, maintain, restore, enhance, improve, and conserve the Conservation Values in perpetuity.

2. Access. Grantor hereby grants to Grantee and Bonneville, and their employees, contractors, representatives, or assigns, including CTUIR and its employees, contractors, representatives, or assigns, the following rights of access:

   a. The right to enter the Protected Property at reasonable times and in accordance with notice provisions in Section II.Q.1, for the purpose of monitoring, compliance monitoring, protecting, maintaining, enhancing, or restoring the Conservation Values.

   b. The right to enter the Protected Property at any time when Grantee, in its sole discretion, believes that a violation of this Conservation and Restoration Easement is imminent, is occurring, or has occurred, for the purpose of preventing, mitigating, or terminating damage to the Conservation Values and otherwise enforcing the provisions of this Conservation and Restoration Easement. Grantee shall provide notice of such entry to Grantor as soon as practicable.

   The right to enter the Protected Property, as provided for in this Section II.F.2 of the Conservation and Restoration Easement, includes the right of access on foot, with drones, and with motor vehicles.

   Grantor shall not unreasonably withhold or delay its consent to dates and times of access proposed by Grantee.

3. Injunction and Restoration. The right to enjoin any use of or activity on the Protected Property that is inconsistent with the Purpose, including any trespass use of the Protected Property, and to require or undertake the restoration of such areas or features of the Protected Property as may be damaged by uses or activities inconsistent with the provisions of this Conservation and Restoration Easement, in accordance with Sections II.L (Dispute Resolution) and II.M (Enforcement or Judicial Resolution).

4. Enforcement. The right to enforce the terms and conditions of this Conservation and Restoration Easement, consistent with Sections II.L (Dispute Resolution) and II.M (Enforcement or Judicial Resolution).

5. Assignment. The right to assign, convey, or otherwise transfer Grantee's interest in the Protected Property in accordance with Section II.T.

6. Development Rights. Grantor has granted and conveyed to Grantee all development rights except as specifically reserved herein and agrees that such rights may not be used on or transferred off of the Protected Property as it now or hereafter may be bounded or described, or to any other property adjacent or otherwise, or used for the purpose of calculating permissible lot yield or density of the Protected Property or any other property.

7. Signage. Grantee has the right to erect and maintain one or more signs or other appropriate markers on the Protected Property bearing information indicating that the Protected Property is protected by this Conservation and Restoration Easement held by Grantee and funded by Bonneville.

8. Rights of Bonneville. Bonneville may, but is not obligated to, exercise all the rights and remedies of the Grantee.

G. Reserved Rights and Permitted Uses. Grantor reserves for itself and its heirs, successors, and assigns, all rights accruing from ownership of the Protected Property, including the right to engage in, or permit or invite others to engage in, any use of or activity on the Protected Property that is consistent with the Purpose, this Conservation and Restoration Easement, and applicable provisions of federal and state law. Without limiting the generality of the preceding sentence, Grantor specifically reserves for itself and its personal representatives, heirs, successors, and assigns, the following uses and activities:

1. Reserved Water Rights. Except for the Protected Water, Grantor reserves all water and water rights, ditches and ditch rights, and reservoir and reservoir rights, appurtenant to or authorized for use on Grantor's real property adjacent to the Protected Property, including but not limited to the Reserved Water Rights, any water rights acquired after the Effective Date.

2. Interior Access Roads. Grantor shall have the right to use, maintain, repair, and replace the interior access roads in their existing footprints as shown on **Exhibit G** (Road Map

– Conservation and Restoration Easement). All maintenance, repairs, and replacement of the interior access roads must utilize permeable materials.

3. Fences and Gates.

   a. Fencing the Perimeter of the Protected Property. Parties, CTUIR, and its partners may construct, maintain, repair, and remove flagging, fencing, and gates to demarcate part or all the boundaries of the Protected Property. Any new or maintained perimeter fencing shall be "wildlife-friendly" to allow for the safe passage of wildlife and wildlife access to food, shelter, and water. If gates are installed, all Parties will have access to keys or gate codes at all times.

   b. Fencing within the Protected Property. Grantor and its employees, contractors, representatives, or assigns (including CTUIR and its employees, contractors or representatives) may maintain, replace, and repair existing fences, gates, and other improvements located in the Protected Property as of the Effective Date of this Conservation and Restoration Easement, as identified and shown in the Baseline Inventory, provided such fence or improvement is replaced or repaired in its original approximate size, type, and general location. Grantor and CTUIR may also construct temporary fencing within the Protected Property to promote the establishment of native vegetation, or otherwise remove fencing interior to the Protected Property, to support the Planned Restoration Work. Any change in location of any fencing on the Protected Property requires prior written approval from Grantee and Bonneville. Any newly replaced or maintained fencing shall be "wildlife-friendly" to allow for the safe passage of wildlife and wildlife access to food, shelter, and water.

4. Herbicide and Pesticide Application. Herbicides and pesticides may be used to control noxious and invasive weeds on the Protected Property, only in the amounts and with the frequency constituting the minimum necessary to accomplish reasonable weed management objectives. Herbicides and pesticides shall not have an adverse effect on fish and wildlife habitat or water quality. Noxious and invasive weed identification and all herbicide and pesticide use shall be detailed in the Management Plan and shall comply with all applicable federal, state and local requirements. If appropriate, pesticides may be applied with an all-terrain vehicle ("**ATV**") consistent with Section II.H.19 (Vehicles).

5. Low-Impact Recreation. Low-impact recreational activities such as hiking, bird watching, cross-country skiing, fishing and hunting on the Protected Property are permitted for Grantor and Grantor's invitees, provided that such activities are conducted in compliance with applicable laws and regulations and in a manner and intensity that does not materially impair the Conservation Values of the Protected Property or constitute commercial recreational activities.

6. Foot Paths. New footpaths equal to or less than six (6) feet wide may be constructed on the Protected Property if they are maintained with permeable surfaces and designed and

located to be consistent with the Purpose. Prior to the construction of such foot paths, Grantor shall consult with and obtain the written approval of Grantee and written agreement by Bonneville for the design, proposed use, and location of such foot paths. No trees with a diameter at breast height of less than or equal to six (6) inches can be removed, and other tree and vegetation removal shall be minimized.

7. Emergency Activities to Protect Human Health and Safety. Grantor is permitted to undertake emergency activities needed to protect human health or safety on the Protected Property or on adjacent properties, including the placement of temporary structures, soil disturbances, or removal of vegetation necessary to control the spread of wildfires. All emergency actions taken must, however, comply with federal, state, or local law. In the event of such emergency actions being taken within the Protected Property, Grantor shall avoid or minimize impairment with the Conservation Values to the greatest extent possible. Grantor will promptly notify Grantee of any emergency actions taken pursuant to this subsection, pursuant to the notification provisions for exigent circumstances in Section II.Q.4, and after the emergency has passed, will cooperate with Grantee and Bonneville to appropriately restore the Protected Property and Conservation Values. Consistent with Section II.Q.4, if such restoration is necessary, Grantor shall accept full responsibility for the cost of the restoration.

8. Habitat Management and Planned Restoration Work. CTUIR may implement any Planned Restoration Work, stewardship, or management activity that is intended to conserve, restore, maintain, or enhance the Conservation Values of the Protected Property and is performed pursuant to (i) a Riparian Conservation Agreement, (ii) a Land Use Agreement with Bonneville, or (iii) the Management Plan as described in Section II.I. Such habitat work may be conducted with motor vehicles, consistent with Section II.H.19 (Vehicles), and may include the construction and subsequent decommissioning and restoration to natural conditions of temporary roads used to implement the Planned Restoration Work, and the decommissioning and restoration of prior-existing interior access roads. Such habitat work may also require the construction and use of temporary structures, to be utilized by CTUIR, its contractors, and partners for the sole purpose of implementing the Planned Restoration Work. Any temporary structures constructed for the Planned Restoration Work must be disassembled upon completion of the Planned Restoration Work, and the area impacted must be restored to site-appropriate natural habitat conditions. Nothing in this section shall be interpreted to allow the use or maintenance of any temporary structures beyond the completion of the Planned Restoration Work.

   Grantor may conduct additional restoration work in the future, beyond the timeframe of the CTUIR's Planned Restoration Work, subject to written approval by Grantee and Bonneville (*e.g.*, in an amended Management Plan or Land Use Agreement).

9. Personal or Tribal Vegetation Harvest for Traditional and Cultural Use. Grantor may conduct and may allow the CTUIR, its members, and Indigenous people, to gather and harvest plant resources for traditional and cultural use, in a time and manner that is consistent with the Purpose.

10. Conveyance and Encumbrances.

a. Fee Interest. Grantor may convey fee interest in the Protected Property as a single unit of land and shall give prior written notice to Grantee and Bonneville consistent with Section II.Q.1.b, which such written notice shall include the name and contact information of the purchaser and other information reasonably necessary for Grantee and Bonneville to facilitate any necessary dialog about understanding compliance with this Conservation and Restoration Easement and amendment or transfer of the Management Plan with the buyer of the Protected Property. Grantor shall ensure the deed conveying fee affirmatively states that the conveyance is subject to this Conservation and Restoration Easement and reference the recordation number for each instrument.

b. Less-than-Fee Interest Grant of Rights. Grantor may convey less-than-fee interests or otherwise encumber the Protected Property, subject to prior written approval by Grantee and Bonneville, which would include, but is not limited to, leases, licenses, permits, mortgages and deeds of trust, or easements. Prior written approval of Grantee and Bonneville is contingent upon Grantee and Bonneville's determination that the proposed grant of less-than-fee interest or rights is consistent with the Purpose and is not prohibited by the terms and conditions of this Conservation and Restoration Easement. Any less-than-fee interest grant of right shall be subordinate to this Conservation and Restoration Easement and reference that the rights are subject to the terms and conditions of this Conservation and Restoration Easement. For mortgages and deeds of trust, plain language affirming such subordination shall be included in the appropriate conveyance documents and reviewed and approved by Grantee and Bonneville prior to execution. Bonneville will document its written approval through a Land Use Agreement or its equivalent.

Further, for leases, permits, or licenses, Grantee shall have the opportunity to meet with the lessee, permittee, or licensee prior to the execution of the lease, permit, or license to review the requirements of the Conservation and Restoration Easement and Management Plan. The lease, permit, or license shall include a certification by Grantee that the provisions of this subsection have been met. If Grantor executes a lease, permit, or license in violation of this requirement, Grantor shall be liable for all subsequent costs incurred by Grantee in ensuring that the lessee, permittee, or licensee complies with the provisions of this Conservation and Restoration Easement, in addition to any damages and costs recoverable under Section II.M (Enforcement or Judicial Resolution) in the event of a violation. Grantor shall also be liable for any violation of this Conservation and Restoration Easement by its lessee, permittee, licensee, or guest.

11. Requests for Other Uses. In the event Grantor intends to exercise reserved rights under this Conservation and Restoration Easement in a manner that is not clearly addressed in

this Section II.G, Grantor will consult with Grantee in accordance with the notice provisions in Section II.Q.1.b.

H. Prohibited Uses. Any use of, or activity on, the Protected Property inconsistent with the Purpose or materially impairing the Conservation Values is prohibited. Grantor acknowledges and agrees that it will not conduct, engage in or permit any such use or activity. Uses or activities otherwise prohibited under this Section II.H may be temporarily allowed during restoration of the Protected Property, if consistent with the Purpose of this Conservation and Restoration Easement and described in the Management Plan. Without limiting the generality of this subsection, the following uses of, or activities on, the Protected Property, are deemed inconsistent with the Purpose and expressly prohibited, except to the extent expressly reserved in Section II.G or in this Section II.H.

1. Subdivision. The legal or "de facto" division, subdivision, or partitioning of the Protected Property of any kind is prohibited, including but not limited to any subdivision, short subdivision, platting, building site plan, testamentary division, or other process by which the Protected Property is divided into lots or in which title to different portions of the Protected Property are held by different owners.

2. Commercial, Industrial, or Residential Use. Any commercial, industrial, or residential use of the Protected Property is prohibited. This includes, but is not limited to, timber harvest, grazing of livestock, other agricultural use including production of crops, and commercial recreational activities such as allowing hunting or fishing on the Protected Property for profit, consistent with Section 2031(c)(8)(B) of the Internal Revenue Code of 1986, as amended, and Treasury Regulations at 26 CFR 1.170A-14.

3. Buildings, Structures and Other Improvements. The placement or construction of any buildings, structures, or other improvements of any kind is prohibited, including but not limited to dwellings, trailers, mobile homes, agricultural buildings, stock ponds, pipelines, wells, septic systems, drain fields, and parking areas, except for temporary hunting structures or blinds consistent with non-commercial hunting in Section II.G.5, and except as otherwise expressly reserved in Section II.G.

4. Removal of Trees and Other Native Vegetation. The pruning, cutting down, or other alteration, destruction, or removal of live and dead trees and other native vegetation is prohibited except as necessary to exercise the reserved rights in Sections II.G, and for the following purposes: (a) to remove dead, diseased or dying trees that pose a threat to human health or safety or to permitted improvements on the Protected Property; (b) to prune or remove trees or limbs that overhang the boundary of the Protected Property and which pose a risk of damage to permitted fencing or to area outside the Protected Property; (c) to prevent, limit or stop the spread of disease or infestation of pests to other vegetation; or (d) with the prior written approval of Grantee and prior written agreement of Bonneville to preserve, protect, restore or enhance the Conservation Values. Except with the prior written approval of Grantee and prior written agreement of Bonneville, any trees or other native vegetation that are cut down or pruned must be left on the Protected Property to decompose naturally to the extent possible.

5. Utilities. The installation of new utility systems (including but not limited to public or private electric, telephone, or other communications services) or the extension of existing utility systems on, under, or over Protected Property is prohibited, except as necessary to accommodate Planned Restoration Work, or to otherwise relocate utility lines to accommodate Planned Restoration Work.

6. Roads and Impervious Surfaces. The construction of any new roads and any impervious surfaces on existing roads is prohibited, except as consistent with Section II.G.2 (Interior Access Roads), Section II.G.8 (Habitat Management and Planned Restoration Work), and as otherwise reviewed and approved in the Management Plan or Land Use Agreement.

7. Fences. The construction, maintenance, repair, or replacement of any fences or gates, within the Protected Property is prohibited, except as consistent with Section II.G.3.

8. Mining. The exploration for, or development or extraction of, sand, gravel, and other aggregates, hydrocarbons (including but not limited to oil, natural gas, and shale), minerals, or any other mineral substance, on or below the surface of the Protected Property is prohibited. Any alteration of land permitted by this Conservation and Restoration Easement will not be interpreted to allow for the extraction or removal of surface materials inconsistent with Section 170(h)(5) of the Internal Revenue Code of 1986, as amended, and applicable Treasury Regulations.

9. Alteration of Land Topography. Except as expressly permitted in Section II.G, any activity that will alter the soil surface, topography, or subsurface of the Protected Property is prohibited, including, without limitation, excavating, plowing, disking, filling, burning, or removing any soil, sand, gravel, rock, peat, or sod, except as approved by Grantee and Bonneville as consistent with this Conservation and Restoration Easement, the Management Plan, or any Bonneville-issued Land Use Agreement. Any such allowable alteration shall be designed and located to avoid or minimize materially impairing the Conservation Values. This provision shall not be interpreted to permit any extraction or removal of surface materials inconsistent with Section 170(h)(5) of the Internal Revenue Code of 1986, as amended, and applicable Treasury Regulations.

10. Alteration of Watercourses. Except as expressly permitted in Section II.G.8 (Habitat Management and Planned Restoration Work), draining, filling, dredging, ditching, diking, or other alteration of wetland areas, the creation, alteration, or manipulation of ponds, the diking, rip-rapping or other alteration of the Touchet River, or the creation of new wetlands, water impoundments, or watercourses is prohibited, except with the prior written approval of Grantee and prior written agreement by Bonneville to preserve, protect, restore or enhance the Conservation Values, consistent with the Management Plan, or any Bonneville-issued Land Use Agreement.

11. Erosion or Water Pollution. Except as expressly permitted in Section II.G.7 (Emergency Activities to Protect Human Health and Safety) and Section II.G.8 (Habitat Management and Planned Restoration Work), any use or activity that causes or is likely to materially impair the Conservation Values due to soil degradation or erosion or pollution of any surface or subsurface waters is prohibited.

12. Solid Waste and Hazardous Materials Storage and Disposal. The disposal, storage, or abandonment of solid waste, including but not limited to rubbish, garbage, debris, vehicles, sewage, and abandoned equipment or other personal property, and hazardous materials (defined in Section II.R.2) is prohibited. This subsection shall not be interpreted to prohibit the temporary storage of vehicles, equipment, fuel, or other materials or supplies necessary for permitted activities, provided that such vehicles, equipment, fuel, materials, or other supplies are stored in accordance with federal, state, and local law and shall not be stored for a period longer than fourteen (14) calendar days, or for Planned Restoration Work.

13. Signs. The placement of commercial signs, billboards, or other advertising material on the Protected Property is prohibited, except signs that identify the Protected Property, advertise for sale or rent, state the condition of access to the Protected Property, describe the natural features of the Protected Property including but not limited to funding and implementation of the Conservation and Restoration Easement and Planned Restoration Work, or acknowledge prohibitions associated with this Conservation and Restoration Easement, provided that such signs are less than fifteen (15) square feet in area per side and the location of such signs do not materially impair the Conservation Values.

14. Fish and Wildlife Disruption. The intentional disruption of fish spawning, wildlife breeding and nesting, foraging and migrating activities is prohibited. This prohibition will not be construed to prohibit lawful low-impact recreational hunting or fishing on the Protected Property consistent with applicable laws, regulations, and seasons as allowed by Section II.G.5.

15. Planting Non-Native Vegetation. The intentional introduction of weeds required to be eradicated or controlled as a noxious weed pursuant to Washington state classifications and designated by Walla Walla County as Class A or B weed is prohibited on the Protected Property.

16. Harvest of Native Plants. The gathering, picking, taking or harvesting of native plants, or any parts thereof, is prohibited, except for personal use or tribal vegetation harvest for traditional and cultural use, consistent with Section II.G.9.

17. Game Farming and Game Farm Animals. Grantor may not construct, conduct, or operate a game farm or raise, breed or hold game farm animals on the Protected Property. Game farm animals include penned, enclosed or privately owned animals that are normally wild animals, including, but not limited to, deer, elk, caribou, moose,

antelope, mountain sheep, mountain goats, bears, cougars and other cats, furbearers such as mink, foxes, and birds.

18. Feedlots. The establishment, operation and maintenance of a feedlot is prohibited on the Protected Property. A "**feedlot**" means high-density animal confinement facilities, including structures, fencing, and walls, where animals are kept for intensive feeding purposes or where animals are received for short-term use (e.g., for auction) such as Animal Feeding Operations or Concentrated Animal Feeding Operations as defined by Federal, State, and local laws as of the Effective Date of this Conservation and Restoration Easement, or as of the date the facility is proposed if said definition is subsequently amended to be more restrictive.

19. Vehicles. The operation of cars, trucks, motorcycles, ATVs, utility task vehicles ("**UTVs**"), dune buggies, snowmobiles, or any other type of motorized vehicle, or the operation of other motorized sources of compaction or erosion that could materially impair the Conservation Values, is generally only allowed on interior access roads described in Section II.G.2 and shown in Exhibit F, except as necessary off-road to maintain, repair, replace, and construct fences and gates (Section II.G.3), apply herbicides and pesticides (Section II.G.4), engage in low-impact recreational hunting (Section II.G.5) (e.g., use of an ATV over the Protected Property to aid in the transportation of a deceased animal), conduct emergency activities (Section II.G.7), and implement permitted habitat management work and the Planned Restoration Work (Section II.G.8), and to conduct other land management, maintenance, and monitoring activities. Such limited off-road use may not create rutting, tracks, or soil disturbance and must be consistent with the uses and activities described in Land Use Agreements or the Management Plan

I. **Management Plan.** As of the Effective Date of this Conservation and Restoration Easement, the Parties have jointly developed and agreed to a written plan for management of the Protected Property ("**Management Plan**") and which Grantee and Bonneville have determined to be consistent with this Conservation and Restoration Easement (see **Exhibit H**, Acknowledgment of Management Plan). The Management Plan will be kept on file at the offices of Grantee, CTUIR, and Bonneville. The Management Plan will be revised, as necessary, by Grantee in the event of a change of ownership of the Protected Property or every five (5) years, or when it is necessary to address changed circumstances affecting the Protected Property. The Management Plan and any amendments thereto shall be consistent with the terms and conditions of this Conservation and Restoration Easement and shall require the written approval of the Parties and Bonneville, each in their sole discretion, before taking effect. In no case may the Management Plan permit any use of the Protected Property that is prohibited by the terms and conditions of this Conservation and Restoration Easement. In the event of a conflict, the terms and conditions of this Conservation and Restoration Easement shall prevail over the Management Plan. The Management Plan is binding on Grantor's successors and assigns.

An acknowledged Management Plan that is effective as of the date of any change of ownership, five (5) year revision period, or changed circumstances necessitating a revision,

shall remain in effect until such time as a revised Management Plan is completed. A revision of the acknowledged Management Plan must be approved in writing by the Parties and Bonneville. If the Parties cannot agree to a revised Management Plan, then the existing Management Plan remains in effect.

J. Annual Report. By April 15 each year, Grantee shall submit a report to Bonneville for annual monitoring conducted in the prior calendar year. The annual report will describe, at a minimum, any changed conditions of the Protected Property and status of the Conservation Values, including but not limited to documenting the implementation of any Planned Restoration Work, any uses or activities undertaken, in progress, or planned, any violations or potential violations of the Conservation and Restoration Easement or other issues with compliance, and any enforcement action(s) taken.

K. Public Access. No right of access or entry to or use of the Protected Property by the general public is conveyed by this Conservation and Restoration Easement. Grantor retains the sole and exclusive right to grant any public access to the Protected Property, and all such access must be consistent with the Purpose and the terms and conditions of this Conservation and Restoration Easement.

L. Dispute Resolution.

1. Preventative Discussions. Each Party will promptly give the other (and Bonneville) notice of problems or concerns arising in connection with the other's actions under this Conservation and Restoration Easement or the use of or activities or conditions on the Protected Property, and will meet as needed, but no later than fifteen (15) business days after receipt of a written request for a meeting, to minimize any harm. Bonneville may, but is not required to, participate in such discussions.

2. Mediation. Mediation will proceed if: (1) Parties disagree as to the consistency of any proposed use or activity with the Purpose or terms and conditions of this Conservation and Restoration Easement and the Parties are unable to resolve such disagreement through unassisted preventive discussions in Section II.L.1; (2) Bonneville and Grantee are in agreement that mediation is preferred over enforcement or judicial resolution in Section II.M; and (3) Grantor agrees not to proceed with the use or activity pending resolution of the dispute. If these conditions are met, Grantor or Grantee may refer the dispute to mediation by request made in writing upon the other. Within thirty (30) calendar days of the receipt of such a request, the parties to the mediation ("**Mediation Parties**") shall refer the dispute to a single impartial mediator acceptable to each Party. Mediation shall then proceed in accordance with the following guidelines:

    a. Purpose of Mediation. The purpose of the mediation is to: (a) promote discussion among the Mediation Parties; (b) assist the Mediation Parties to develop and exchange pertinent information concerning the issues in dispute; and (c) assist the Mediation Parties to develop proposals which enable them to arrive at a mutually acceptable resolution of the controversy. The mediation is not intended to result in

any express or de facto modification or amendment of the terms, conditions or restrictions of this Conservation and Restoration Easement.

b. Participation. The mediator may meet with the Mediation Parties and their counsel jointly or ex parte. The Mediation Parties agree they will participate in the mediation process in good faith and expeditiously, attending all sessions scheduled by the mediator. Representatives of all Mediation Parties with settlement authority will attend mediation sessions as requested by the mediator.

c. Time Period. Neither Party shall be obligated to continue the mediation process (i) beyond a period of sixty (60) calendar days from the date of receipt of the initial request, or (ii) if the mediator concludes there is no reasonable likelihood continuing mediation will result in a mutually agreeable resolution of the dispute.

d. Costs. While the dispute remains unresolved, the costs of the mediator shall be borne equally by the Parties; the Mediation Parties shall bear their own expenses, including attorneys' fees, unless otherwise agreed. Upon resolution of the dispute, mediation expenses shall be treated as Costs of Enforcement recoverable by the substantially prevailing Party as described in Section II.M.5.

e. Impasse. In the event the Mediation Parties are not successful in resolving a dispute in accordance with the preventative discussion and mediation procedures in this Section II.L, they may pursue any and all legal courses of action available to them as to the specific dispute.

f. Effect of Non-Participation. If Grantor or Grantee fails to undertake mediation as appropriate and provided for in this Section II.L and/or share costs and expenses related to such action, such Party shall not be entitled to any recovery for costs pursuant to Section II.M.5.

g. Bonneville. Bonneville may, but does not have the obligation to, participate in or fund mediation, and may pursue a separate enforcement action as described in Section II.M. The costs and expenses of this Section II.L may not be appropriately applicable to, and are not binding upon, the United States (Bonneville).

M. Enforcement or Judicial Resolution.

1. Notice of Violation, Corrective Action. If Grantee determines Grantor, or Grantor's employees, agents, contractors, licensees, invitees or guests, is violating, or in threat of violating, the terms and conditions of this Conservation and Restoration Easement, and if such determination or dispute is not resolved by the preventative discussions and mediation process described in Section II.L, Grantee will give written notice to Grantor and demand corrective action sufficient to cure the violation within thirty (30) calendar days. Where the violation involves injury to the Protected Property or materially impairs the Conservation Values, Grantor will be required, at its sole expense, to restore the Protected Property or Conservation Values to their prior condition in accordance with a

plan approved by Grantee and Bonneville. Grantee may pursue its own remedies without waiting for any cure period in a violation notice to expire, if Grantee, in its sole discretion, determines circumstances require immediate Grantee action to prevent or mitigate significant damage to the Conservation Values.

2. Grantor's Failure to Respond. Grantee or the United States (Bonneville) may bring an action as provided in Section II.M.3 if Grantor: (1) fails to cure the violation within fifteen (15) calendar days after receipt of a notice of violation from Grantee given pursuant to Section II.M.1, or (2) under circumstances where the violation cannot reasonably be cured within such fifteen (15) day period, fails to begin curing the violation within the fifteen (15) day period and fails to continue diligently to cure such violation until finally cured.

3. Grantee's and United States' Action. Grantee or the United States (Bonneville) may bring an action at law or in equity in a court having jurisdiction to enforce the terms and conditions of this Conservation and Restoration Easement: (1) to enjoin the violation by temporary or permanent injunction; (2) to require the restoration of the Protected Property to the condition that existed prior to the use or activity that caused harm; and (3) to recover any damages to which they may be entitled, including but not limited to, all staff time and expenses incurred responding to the violation, and injury to the Conservation Values, including damages for the loss of natural, scenic, open space, or other environmental values. These remedies shall be cumulative and in addition to all remedies now or hereafter existing.

4. Grantor's Action. In the event Grantor seeks a determination as to the legal meaning or effect of this Conservation and Restoration Easement, or as to any alleged violation hereof by Grantee, and if such determination or dispute is not resolved as set forth in Section II.L, then nothing in this Conservation and Restoration Easement shall prohibit Grantor from bringing judicial action in law or equity in a court of competent jurisdiction.

5. Costs of Enforcement. In any suit, action, or proceeding to enforce or interpret this Conservation and Restoration Easement, the substantially prevailing Party in any such suit, action or proceeding will be entitled to recover from the non-prevailing Party all costs and expenses incurred therein, including reasonable attorneys' fees and costs of litigation, including fees of experts and consultants and all such costs and expenses will be included in any judgment secured by such prevailing Party. In the event Grantor or Grantee secures redress for a Conservation and Restoration Easement violation without initiating or completing a judicial proceeding, the Party determined to be responsible for the unauthorized use or activity will be entitled to all costs of restoration and enforcement as though the matter had been resolved by judicial resolution. This subsection may not be appropriately applicable to, and is not binding upon, the United States (Bonneville).

6. Discretion in Enforcement. Enforcement of the terms and conditions of this Conservation and Restoration Easement is at the discretion of each Party and Bonneville. The failure of any Party or Bonneville to discover a violation, or to require strict performance of this

Conservation and Restoration Easement, shall not constitute a waiver of any strict future performance, or of any rights or remedies granted under this Conservation and Restoration Easement.

7. Compliance Certificates. Upon request by Grantor, Grantee will within thirty (30) calendar days execute and deliver to the Grantor, or to any party designated by Grantor, any document including a compliance certificate, that certifies, to the best of the certifying Grantee's knowledge, the status of Grantor's compliance with any obligation of Grantor contained in this Conservation and Restoration Easement, and otherwise evidences the status of this Conservation and Restoration Easement. Such certification will be limited to the condition of the Protected Property as of the Grantee's most recent inspection. If Grantor requests more current documentation, Grantee will conduct an inspection, at Grantor's expense, and provide the compliance certificate to Grantor within forty-five (45) calendar days of receipt of Grantor's written request and payment therefore.

N. Termination and Valuation.

1. Termination Standard. As described in the Purpose (Section II.B) and other provisions herein, Parties and Bonneville intend that Conservation Values in this Conservation and Restoration Easement will be permanently preserved and protected, and restored where appropriate. Therefore, this Conservation and Restoration Easement may only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction (including but not limited to condemnation proceedings, to the extent applicable to a federal real property interest) or by mutual written agreement of the Parties and Bonneville (as described below in Section II.N.2 and Section II.S), either to settle condemnation proceedings if applicable, necessary, and deemed preferable or when a subsequent, unexpected change in the conditions of the Protected Property or the surrounding area makes impossible the continued use of the Protected Property for the intended Purpose. The impossibility threshold is not met with changed environmental conditions related to climate change, or other natural events, for example, wildfire, river channel migration, erosion or avulsion, failure of this Conservation and Restoration Easement to be considered a "qualified conservation easement" as defined by 26 U.S.C. Section 2031(c)(8)(B), or economic considerations making non-compliance more profitable than compliance.

2. Mutual Written Agreement and Exchange. If the impossibility threshold in Section II.N.1 is met or there is a settlement in lieu of condemnation consistent with Section II.S, and Parties and Bonneville mutually agree to release this Conservation and Restoration Easement in whole or part as a result, Parties and Bonneville will identify whether monetary compensation is more appropriate based on the fair market value of the land released (e.g., a small area released in settlement of condemnation), or is more appropriate for an exchange property having equal or better Conservation Values aligned with Bonneville's Northwest Power Act mitigation purposes and funding. Any release would subsequently be recorded by a Deed of (Partial or Full) Release of Conservation and Restoration Easement in the records of Walla Walla County. Any exchange would

occur as a new land acquisition transaction with substantially the same rights and habitat as the Protected Property, only after meeting Bonneville's approval and due diligence requirements under federal acquisition law, regulations, and standards.

3. Valuation. The Parties and Bonneville stipulate this Conservation and Restoration Easement has a fair market value determined by multiplying (a) the fair market value of the Protected Property unencumbered by the Conservation and Restoration Easement as vacant (without the Conservation and Restoration easement or any subsequent liens or encumbrances) determined by an Uniform Standards of Professional Appraisal Practice-compliant appraisal by a qualified appraiser, by (b) a ratio of 78.5% (Grantee's Proportionate Value). Thus, in the event of extinguishment as set forth in Sections II.N.1 and 2, Grantee shall be entitled to proceeds attributable to Grantee's Proportionate Value. For purposes of this subsection, Grantee's Proportionate Value ratio will remain constant. Grantee shall coordinate with Bonneville and apply any such funds Grantee receives to fish and wildlife habitat conservation as approved in advance by Bonneville.

4. Economic Valuation Does Not Justify Termination. In granting this Conservation and Restoration Easement, Grantor has considered the fact that any use of the Protected Property prohibited by this Conservation and Restoration Easement, or any other use as determined to be inconsistent with the Purpose, may be or become economically more valuable than permitted uses. It is the intent of the Parties and Bonneville that such circumstances shall not justify the termination or extinguishment of this Conservation and Restoration Easement. Grantor's inability to carry on any or all of the permitted uses, or the unprofitability of doing so, shall not impair the validity of this Conservation and Restoration Easement or be considered grounds for its termination or extinguishment.

O. Responsibilities Related to Ownership. Grantor retains all responsibilities of ownership for the Protected Property and will bear all cost and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Protected Property, including but not limited to noxious weed and invasive species response and the maintenance of adequate liability insurance coverage. Grantor remains solely responsible for obtaining any necessary and applicable governmental review, permits, and approval for any activity or use permitted by this Conservation and Restoration Easement, including but not limited to any necessary ESA review and permits, and cultural or historic resource mitigation or preservation. All such activity or use will be undertaken in accordance with all applicable federal, state, and local laws, regulations, and requirements.

P. Real Estate Taxes. Grantor will pay all taxes, assessments, fees, and other charges levied on or assessed against the Protected Property by the relevant government authority as they become due and will furnish Grantee with the satisfactory evidence of payment upon request. Unpaid taxes will be subordinate to this Conservation and Restoration Easement.

Q. Notice and Approval.

1. Notice.

a. Notice by Grantee and Bonneville. Certain provisions of this Conservation and Restoration Easement require Grantee to give notice to Grantor prior to undertaking certain activities. Whenever such notice is required, and no other timeline for notice is set forth elsewhere in this Conservation and Restoration Easement, Grantee shall provide such notice in writing not less than thirty (30) calendar days prior to the date Grantee intends to undertake the use or activity in question.

b. Notice by Grantor. Certain provisions of this Conservation and Restoration Easement require Grantor to give notice to Grantee or to seek Grantee's approval prior to undertaking certain permitted uses and activities. The purpose of requiring Grantor to notify Grantee prior to undertaking these permitted uses and activities is to afford Grantee an adequate opportunity to ensure that the use or activity in question is designed and carried out in a manner consistent with the Purpose. Whenever such notice is required, and no other timeline for notice is set forth elsewhere in this Conservation and Restoration Easement, and Grantee's approval is not required, Grantor shall provide such notice in writing not less than thirty (30) calendar days prior to the date Grantor intends to undertake the use or activity in question.

Whenever Grantee's approval is required, Grantor shall provide notice in writing not less than ninety (90) calendar days prior to the date Grantor intends to undertake the use or activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed use or activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the terms and conditions of this Conservation and Restoration Easement and the Purpose thereof. Upon receipt of such notice, Grantee shall immediately forward a copy to Bonneville.

2. Approval or Agreement.

a. Basis of Approval or Agreement. Wherever in this Conservation and Restoration Easement a Party's approval or Bonneville's agreement is required, such approval or agreement must be based upon a reasonable determination by the approving or agreeing Party that a proposed action or use would be consistent with the Purpose or terms and conditions of this Conservation and Restoration Easement. Any approval or agreement may include reasonable conditions consistent with the Purpose and terms and conditions of this Conservation and Restoration Easement that must be satisfied in undertaking the proposed action or use.

b. Timeline for Approval or Agreement. Whenever in this Conservation and Restoration Easement a Party's approval or Bonneville's agreement is required, and no other timeline for approval or agreement is set forth, the Party whose approval or agreement is required shall grant or withhold its approval or agreement in writing within the following time periods:

i. *Approval by Parties.* Where approval by either Party is required, that Party shall grant or withhold its approval within sixty (60) calendar days of receipt of a written request for approval as per Section II.Q.1.b. Grantee will coordinate with Bonneville on any proposed approvals.

ii. *Agreement by Bonneville.* Where agreement by Bonneville is required, except for amendments to the Management Plan, Bonneville will use its best efforts to provide its written agreement within thirty (30) calendar days of receipt of Grantee's written decision (by Bonneville Land Use Agreement or other written instrument) to grant or withhold approval or within ninety (90) calendar days of receipt of Grantor's written request for approval, whichever comes later.

c. No Waiver or Assumption Upon Failure to Grant or Deny Approval within the Required Time. When approval of either Party or agreement by Bonneville is required under this Conservation and Restoration Easement, and when such approval or agreement is not granted or denied within the time period and manner set forth in this Section II.Q.2, the Party requesting approval or agreement may not assume the other Party's or Bonneville's approval of the proposed action, use, or activity in question. The Parties agree failure to grant or withhold approval within the required time on any proposed action, use, or activity shall not be deemed or construed to be a waiver of either Party's or Bonneville's rights under this Conservation and Restoration Easement with respect to any future proposed action, use, or activity.

d. Inclusion in Management Plan. Any activity requiring the approval of a Party or agreement by Bonneville may be approved and agreed upon in advance via inclusion in the Management Plan pursuant to Section II.I.

3. Optional Consultation. If Grantor is unsure whether a proposed use or activity not requiring prior approval pursuant to this Conservation and Restoration Easement is prohibited, Grantor may consult Grantee by providing Grantee a written notice describing the nature, scope, design, location, timetable, and any other material aspect of the proposed use or activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the Purpose and the terms and conditions of this Conservation and Restoration Easement, and to provide comments thereon to Grantor. Grantee will provide notice and any appropriate documents describing the consultation to Bonneville. This subsection does not itself impose a requirement of prior approval of the activity described in any such notice.

4. Exigent Circumstances. If exigent circumstances (described in Section II.G.7, Emergency Actions to Protect Public Health and Safety) require Grantor to make a decision regarding the use of the Protected Property in less time than is provided for in Section II.Q (Notice and Approval), Grantor will make reasonable efforts to request, and Grantee and Bonneville will make reasonable efforts to provide, expedited review of a proposed action. If exigent circumstances exist and Grantor has made reasonable

efforts to provide Grantee and Bonneville with notice or secure the approval of Grantee and agreement by Bonneville as required by this subsection, or if circumstances are such that immediate action is required, and if Grantor's actions are not otherwise prohibited by this Conservation and Restoration Easement, Grantor's failure to comply with the notice and approval or agreement requirements of this subsection shall not, in itself, constitute a violation of this Conservation and Restoration Easement. This subsection shall not be interpreted to permit any use or activity on the Protected Property that would otherwise be prohibited.

Notwithstanding the above, Grantor shall accept full responsibility for the cost of a retroactive remedy in the event Grantee or Bonneville determine the action taken by Grantor is prohibited under this Conservation and Restoration Easement, consistent with Section II.G.7.

5. Addresses. Any notice, demand, request, consent, approval, agreement or communication that either Party or Bonneville desires or is required to give to the others must be in writing and either served personally or sent by first class certified mail, postage prepaid, with original dispatched by certified mail, addressed as follows, or to such other address as either Party or Bonneville from time to time will designate by written notice to the other:

To Grantor:	Touchet River Ranch, LLC John B. Gailey, Manager Susan K. Gailey, Manager 222 Indian Court Richland, WA, 99352
To Grantee:	Blue Mountain Land Trust P.O. Box 1473 Walla Walla, WA 99362
To Bonneville:	Bonneville Power Administration Real Property Services TERR-3 Tract ID: UMATT-WL-15 P.O. Box 3621 Portland, OR 97208

Or to such other addresses as either Party designates by written notice to the other. Electronic mail may be used to informally communicate between Parties and Bonneville prior to any such formal mailing and may sufficiently substitute for formal mailing as agreed upon between the Parties and Bonneville.

R. Environmental Compliance and Liability.

1. Environmental Laws. The term "**Environmental Laws**" includes, without limitation, the ESA (see Section I.E), the Comprehensive Environmental Response,

Compensation, and Liability Act of 1980, as amended (42 U.S.C. §§ 9601 *et seq.*, "**CERCLA**"), the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. §§ 6901 *et seq.*), the Hazardous Materials Transportation Act, as amended (49 U.S.C. §§ 5101 *et seq.*), the Federal Water Pollution Control Act, as amended (33 U.S.C. §§ 1251 *et seq.*), including the Oil Pollution Act of 1990 (33 U.S.C. §§ 2701-2761), the Safe Drinking Water Act, as amended (42 U.S.C. §§ 300f *et seq.*), the Federal Insecticide, Fungicide, and Rodenticide Act, as amended (7 U.S.C. §§ 136 *et seq.*), together with the implementing regulations and other requirements of these federal statutes, and Washington state and local equivalent laws, regulations, and ordinances.

2. Hazardous Materials. The term "**Hazardous Materials**" for purposes of this Conservation and Restoration Easement includes, without limitation: (a) material that is flammable, explosive, or radioactive; (b) petroleum products, including by-products and fractions; and (c) hazardous materials, hazardous wastes, hazardous substances, toxic substances, pollutants (including but not limited to pesticides, herbicides, or fertilizers), or contaminants as designated by and defined in applicable Environmental Laws.

3. Environmental Representations and Warranties. Grantor represents and warrants that, after reasonable investigation and to the best of Grantor's knowledge:

   a. No Defects. There are no apparent or latent defects in or on the Protected Property.

   b. Statement of Current Compliance and Promise of Future Compliance. As of the Effective Date of this Conservation and Restoration Easement, Grantor, and its lessees, licensees, permittees, and invitees are in compliance with all federal, state, and local laws, regulations, and requirements applicable to the Protected Property and its use, including without limitation all Environmental Laws, and will remain in compliance.

   c. No Disposal or Release of Hazardous Materials. As of the Effective Date, there has been no release, dumping, burying, abandonment, disposal, or off-site migration onto or under the Protected Property of any Hazardous Materials. Grantor has no actual knowledge or reason to suspect the presence of underground storage tanks.

      Grantor further covenants that Grantor, and its heirs, successors, assigns, lessees, licensees, permittees, and invitees, will not, by any act or omission cause, contribute to, allow, or exacerbate a release of Hazardous Materials on, over, under, or near the Protected Property. A release includes any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing any Hazardous Materials into the environment, and the abandonment or discarding of barrels, containers, and other closed receptacles or solid waste containing any hazardous materials. A release does not include the

proper application of fertilizers, herbicide, or pesticide in accordance with appropriate Environmental Laws and product labels, as allowed in Section II.G.4.

d. Storage and disposal of solid and hazardous waste is also prohibited in Section II.H.12.

e. No Notice, Pending or Threatened Litigation. There is no pending or threatened litigation affecting the Protected Property or any portion of the Protected Property. No civil or criminal proceedings have been instigated or are pending against Grantor by government agencies or third parties arising out of alleged violations of Environmental Laws, and Grantor has not received any notices of violation, penalties, claims, demand letters, or other notifications relating to a breach of Environmental Laws.

4. Notifications of Release, Removal, and Remediation. In addition to the notifications to regulatory entities and others required under applicable Environmental Laws, Grantor shall promptly notify Grantee of the presence or release of Hazardous Materials on, over, under, or near the Protected Property, whether caused or discovered by the Grantor or any other person or entity. If, at any time, a release on, under, or near the Protected Property is caused, contributed to, exacerbated by, or allowed by any act or omission of Grantor, or its heirs, successors, assigns, lessees, licensees, permittees, and invitees, Grantor shall be solely responsible for taking any action required by Environmental Laws or regulatory authorities to contain, remove, and remediate the release, and for any action required by Grantee (acting in cooperation with any regulatory authority, where appropriate) to protect and preserve the Conservation Values, at no cost to Grantee or the United States (Bonneville).

5. Control. Nothing in this Conservation and Restoration Easement shall be construed as giving rise to any right or ability in Grantee or Bonneville (United States) to exercise physical or managerial control over the day-to-day operations of the Protected Property, or any of Grantor's activities on the Protected Property. Grantee and Bonneville (United States) are not "owners or operators" with respect to the Protected Property, as defined by CERCLA and relevant case law, by virtue of funding, recording, implementing, monitoring, or enforcing this Conservation and Restoration Easement.

6. Environmental Indemnification. Except to the extent caused by Grantee or Bonneville and their successors and assigns, employees, contractors, members, directors, officers, and agents, Grantor agrees to defend, hold harmless, and indemnify Grantee and Bonneville (United States) from and against any and all liability, litigation, claims, causes of action, demands, judgments, penalties, costs, losses, damages, expenses, or any other fees, including attorney and consultant fees, related to Grantor's Environmental Representations and Warranties (Section II.R.3) and related to the use, storage, disposal, release, or transportation of Hazardous Materials regulated by Environmental Laws on, over, under, or migrating into the Protected Property.

S. Amendment. Amendments will be approved only in limited situations and only in the types of conditions outlined below. Except for Sections II.S.2 and II.S.3, below, no amendments to this Conservation and Restoration Easement will be granted which remove any protections from the Conservation Values and Protected Property. The circumstances in which an amendment will be considered are:

1. To correct an error or ambiguity;
2. To settle condemnation proceedings (Section II.N.2);
3. Mutual Written Agreement and Exchange (Section II.N.2);
4. To place further restrictions on the Protected Property; or
5. When determined by Grantee and Bonneville, to be appropriate, consistent with the Conservation Purposes, and/or an enhancement to existing Conservation Values.

Nothing in this paragraph shall be interpreted to require Grantee or Bonneville to grant an amendment request, even if all the foregoing criteria are met. Any request to amend the Conservation and Restoration Easement will be considered and processed according to the written policy of Grantee in effect.

No amendment will be allowed that will affect the qualification of this Conservation and Restoration Easement or the status of Grantee under any applicable laws, including RCW 64.04.130, Chapter 84.34 RCW, or Section 170(h) of the Internal Revenue Code of 1986, as amended (or any successor provision(s) then applicable), or that could cause the Conservation and Restoration Easement to become non-compliant with any applicable federal, state, or local law, regulation, or ordinance. Any amendment must be consistent with the Purpose, may not affect its perpetual duration, shall not result in the release of any or all of the Protected Property from permanent protection under this Conservation and Restoration Easement absent extinguishment as to all or a portion of the Protected Property in accordance with the provisions of Sections II.N.1 and 2 above; and shall be recorded in the official records of Walla Walla County, Washington, and any other jurisdiction in which such recording is required.

T. Assignment. If Grantee desires to transfer its obligations or otherwise ceases to exist or becomes unable to perform the duties herein, this Conservation and Restoration Easement may only be assigned to the United States, acting by and through Bonneville, or to a qualified entity meeting the requirement of Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable Treasury Regulations, able to acquire and hold conservations easement interests under RCW 64.04.130 or RCW 84.34.250, and approved in writing by Bonneville at least ninety (90) calendar days prior to assignment. Grantee will additionally notify Grantor in writing, at Grantor's last known address, in advance of such assignment. The failure of Grantee to give such notice will not affect the validity of such assignment nor impair the validity of this Conservation and Restoration Easement or limit its enforceability in any way.

U. Administrative Provisions.

1. Controlling Law. This Conservation and Restoration Easement was created under, and will be interpreted, performed, and governed by, the laws of the state of Washington and applicable federal law.

2. Liberal Construction. This Conservation and Restoration Easement will be liberally construed to best effectuate the Purpose and the policy and provisions of RCW 64.04.130 and RCW 84.34. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Purpose that would render the provision valid will be favored over any interpretation that would render it invalid.

3. Severability. If any provision of this Conservation and Restoration Easement, or its application to any person or circumstance, is found to be invalid, the remainder of the provisions, or the application of such provision to persons or circumstances other than those found to be invalid, will not be affected.

4. Entire Agreement. This Conservation and Restoration Easement, including its attached exhibits and the Baseline Inventory, sets forth the entire agreement of the Parties and Bonneville and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Protected Property.

5. No Forfeiture. Nothing contained in this Conservation and Restoration Easement will result in a forfeiture or reversion of Grantor's title in any respect.

6. "Grantor", -"Grantee", and "Bonneville". The terms "Grantor", "Grantee", and "Bonneville", wherever used or referred to in "Party" or "Parties" (as applicable) in this Conservation and Restoration Easement, shall be read to appropriately include heirs, successors, assigns, representatives, employees, contractors, directors, officers, agents, invitees, and licensees.

7. Termination of Rights and Obligations. A Party's rights and obligations under this Conservation and Restoration Easement terminate upon transfer of the Party's interest in the Conservation and Restoration Easement or Protected Property, except that liability for acts or omissions occurring prior to transfer will survive transfer. Bonneville's third party rights terminate only when the Conservation and Restoration Easement is fully extinguished in accordance with Sections II.N.1 and 2 or otherwise released by the agency by a recorded instrument.

8. Acts Beyond Grantor's Control. Nothing in this Conservation and Restoration Easement entitles Grantee or Bonneville to take action against Grantor for any injury to or change in the Protected Property resulting from causes beyond Grantor's control, including but not limited to fire, flood, earthquake, or acts of war. In addition, Grantor is not responsible for any prudent action Grantor takes under emergency conditions to prevent, abate, or mitigate significant injury to the Protected Property resulting from such causes. In the event the terms of this Conservation and Restoration Easement are violated by acts of trespassers, and Grantor has not taken suit itself, Grantor agrees to

assign its right of action to Grantee for the purposes of pursuing enforcement action against the responsible parties.

9. Effective Date. The **"Effective Date"** of this Conservation and Restoration Easement is the date it is fully executed and recorded in the records of Walla Walla County, Washington.

10. Exhibits. All exhibits are incorporated and made a part of this Conservation and Restoration Easement.

Exhibit A	Legal Description – Conservation and Restoration Easement
Exhibit B	Map – Conservation and Restoration Easement
Exhibit C	Riparian Conservation Agreement
Exhibit D	Certificate of Water Right #345
Exhibit E	Legal Description – Reserved Water Rights
Exhibit F	Acknowledgement of Baseline Inventory
Exhibit G	Road Map – Conservation and Restoration Easement
Exhibit H	Acknowledgment of Management Plan
Exhibit I	Acceptable Title Encumbrances
Exhibit J	Access Easement (UMATT-AR-15)
Exhibit K	Amended Riparian Conservation Agreement

11. Recitals. The Parties and Bonneville agree the terms and recitals set forth in Section I (among other terms and conditions of this Conservation and Restoration Easement in Section II) are material to this Conservation and Restoration Easement. Each term and recital is fully incorporated into this Conservation and Restoration Easement.

V. Grant, Covenants and Warranties of Title, Acknowledgments.

TO HAVE AND TO HOLD this Conservation and Restoration Easement to Grantee and its successors and assigns with third-party rights to the United States and its assigns, forever.

Grantor warrants and covenants to and with Grantee and the United States that the Grantor is lawfully seized and possessed of the Protected Property in fee simple, with a good and lawful right to grant this Conservation and Restoration Easement and third party rights; that the Protected Property is free and clear of all encumbrances and restrictions subject to all encumbrances and restrictions of record as of the Effective Date set forth in **Exhibit I** (Acceptable Title Encumbrances), that Grantee and the United States shall have the use of and enjoy all the benefits derived from and arising out of this Conservation and Restoration Easement and third party rights, that the Grantor shall at the request of Grantee or the United States execute or obtain any reasonable further assurances of the title of the Protected Property and defend Grantee and the United States against all persons who claim a lawful interest in the Protected Property, except for persons who claim interests pursuant to encumbrances and restrictions of record as described in **Exhibit I**.

**********SIGNATURES TO FOLLOW**********

IN WITNESS WHEREOF, the undersigned Parties and Bonneville (United States) have executed this instrument as of the date set forth below.

Grantor, Touchet River Ranch, LLC:

_____ _____
John B. Gailey Date
Manager and Member, Touchet River Ranch, LLC

_____ _____
Susan K. Gailey Date
Manager and Member, Touchet River Ranch, LLC

Acceptance by Grantee, Blue Mountain Land Trust, Holder of Conservation and Restoration Easement

_____ _____
Amanda Martino, Executive Director Date

Acceptance by the United States of America, Third Party Rights

_____ _____
Luke Arant Date
Bonneville Power Administration
Supervisory Realty Specialist

**********ACKNOWLEDGEMENTS TO FOLLOW**********

ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss:
COUNTY OF WALLA WALLA)

I certify that I know or have satisfactory evidence that **John B. Gailey** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the **Manager and Member of Touchet River Ranch, LLC** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

_____
Notary Public

Print Name_____

My commission expires_____

ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss:
COUNTY OF WALLA WALLA)

I certify that I know or have satisfactory evidence that **Susan K. Gailey** is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the **Manager and Member of Touchet River Ranch, LLC** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

_____
Notary Public

Print Name_____

My commission expires_____

ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss:
COUNTY OF WALLA WALLA)

I certify that I know or have satisfactory evidence that **Amanda Martino** is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the **Executive Director of the Blue Mountain Land Trust** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

_____
Notary Public

Print Name_____

My commission expires_____

ACKNOWLEDGMENT

STATE OF OREGON)
) ss:
COUNTY OF MULTNOMAH)

I certify that I know or have satisfactory evidence that **Luke Arant** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the **Supervisory Realty Specialist of the United States of America, Bonneville Power Administration**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

_____
Notary Public

Print Name_____

My commission expires_____

EXHIBIT A
Legal Description – Conservation and Restoration Easement
(BPA Tract ID UMATT-WL-15)

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, THE WEST HALF OF THE WEST HALF OF SECTION 32, THE EAST HALF OF THE NORTHEAST QUARTER AND THE SOUTH HALF OF SECTION 31, ALL IN TOWNSHIP 9 NORTH, RANGE 34 EAST OF THE WILLAMETTE MERIDIAN; THE NORTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 8 NORTH, RANGE 34 EAST OF SAID WILLAMETTE MERIDIAN; AND THE NORTHEAST QUARTER OF SECTION 1 IN TOWNSHIP 8 NORTH, RANGE 33 EAST OF SAID WILLAMETTE MERIDIAN, SAID LANDS BEING A PORTION OF THOSE LANDS CONVEYED TO IVAN J. ECCLES AND EDNA ECCLES BY THAT WARRANTY DEED RECORDED MAY 8, 1968 IN BOOK 326 OF DEEDS AT PAGE 601 UNDER AUDITOR'S FILE NO. 494082. EXCEPTING THEREFROM THOSE LANDS CONVEYED TO CASEY FARMS. INC. BY THAT WARRANTY FULFILLMENT DEED RECORDED JANUARY 6. 1978 IN VOLUME 74 OF DEEDS AT PAGE 345 UNDER AUDITOR'S FILE NO. 1978-00153. AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 31 IN TOWNSHIP 9 NORTH, RANGE 34 EAST, WILLAMETTE MERIDIAN, WHICH POINT IS ALSO THE SOUTHEAST CORNER OF THOSE LANDS CONVEYED TO IVAN J. ECCLES AND EDNA ECCLES BY THAT WARRANTY DEED RECORDED MAY 8, 1968 IN BOOK 326 OF DEEDS AT PAGE 601 UNDER AUDITOR'S FILE NO. 494082, SAID POINT BEING MARKED BY A 3/4-INCH IRON ROD, FROM WHICH A 1/2-INCH IRON REBAR MARKING THE SOUTHWEST CORNER OF SAID SECTION 31 BEARS S88°47'10"W A DISTANCE OF 5285.49 FEET, AND RUNNING THENCE ALONG THE BOUNDARY OF SAID ECCLES LANDS BY THE FOLLOWING COURSES AND DISTANCES:

ALONG THE SOUTH LINE OF SAID SECTION 31, S88°47'10"W A DISTANCE OF 1321.37 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 31; THENCE ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, N01°16'09"W A DISTANCE OF 125.00 FEET; THENCE N82°34'11"W A DISTANCE OF 339.27 FEET; THENCE S55°00'59"W A DISTANCE OF 316.61 FEET TO A POINT ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE CONTINUING S55°00'59"W A DISTANCE OF 179.37 FEET; THENCE S68°27'59"W A DISTANCE OF 261.61 FEET; THENCE S57°49'59"W A DISTANCE OF 292.28 FEET; THENCE S5I°42'59"W A DISTANCE OF 1221.10 FEET; THENCE S72°27'59"W A DISTANCE OF 971.45 FEET; THENCE S84°08'59"W A DISTANCE OF 270.26 FEET; THENCE N86°59'01"W A DISTANCE OF 298.41 FEET; THENCE S75°03'59"W A DISTANCE OF 251.06 FEET TO A POINT ON THE EAST LINE OF SECTION 1 IN TOWNSHIP 8 NORTH, RANGE 33 EAST OF SAID WILLAMETTE MERIDIAN; THENCE S73°33'21"W A DISTANCE OF 799.95 FEET; THENCE S76°58'21"W A DISTANCE OF 323.96 FEET; THENCE N88°04'39"W A DISTANCE OF 332.28 FEET; THENCE

S73°28’21”W A DISTANCE OF 257.67 FEET; THENCE S47°29’21”W A DISTANCE OF 514.94 FEET; THENCE S40°39’21”W A DISTANCE OF 799.86 FEET TO A POINT IN A LINE PARALLEL WITH AND 30.00 FEET EAST OF THE WEST LINE OF THE EAST HALF OF SAID SECTION 1, SAID POINT BEARING N40°39'21”E A DISTANCE OF 60.08 FEET FROM A POINT IN SAID WEST LINE OF THE EAST HALF WHICH IS 2432.20 FEET SOUTH, MEASURED ALONG SAID WEST LINE, FROM THE NORTHWEST CORNER OF SAID EAST HALF OF SECTION 1; THENCE ALONG SAID PARALLEL LINE. N01°05’26”W A DISTANCE OF 2277.16 FEET TO A POINT IN THE SOUTH LINE OF THOSE LANDS CONVEYED TO CASEY FARMS, INC. BY THAT WARRANTY FULFILLMENT DEED RECORDED JANUARY 6, 1978 IN VOLUME 74 OF DEEDS AT PAGE 345 UNDER AUDITOR’S FILE NO. 1978-00153, SAID POINT BEARING S21°02’14”E A DISTANCE OF 117.26 FEET FROM A POINT IN SAID WEST LINE OF THE EAST HALF OF SECTION 1 WHICH IS 281.00 FEET SOUTH, MEASURED ALONG SAID WEST LINE, FROM SAID NORTHWEST CORNER OF SAID EAST HALF; THENCE LEAVING THE BOUNDARY OF SAID ECCLES LANDS ANO RUNNING ALONG THE BOUNDARY OF SAID CASEY LANDS BY THE FOLLOWING COURSES AND DISTANCES:

S21°02’14”E A DISTANCE OF 47.60 FEET; THENCE S41°37’14”E A DISTANCE OF 92.92 FEET; THENCE S11°17’14”E A DISTANCE OF 109.90 FEET; THENCE S14°23’14”E A DISTANCE OF 462.59 FEET; THENCE N61°07’46”E A DISTANCE OF 174.84 FEET; THENCE N55°54’46”E A DISTANCE OF 99.91 FEET; THENCE N42°04’46”E A DISTANCE OF 189.83 FEET; THENCE N75°11’46”E A DISTANCE OF 150.07 FEET; THENCE N44°49'46"E A DISTANCE OF 454.59 FEET; THENCE N70°14’46”E A DISTANCE OF 69.94 FEET; THENCE N67°45’46”E A DISTANCE OF 526.53 FEET; THENCE N84°32’46"E A DISTANCE OF 214.81 FEET; THENCE N71°35’46”E A DISTANCE OF 134.88 FEET; THENCE N64°44’46"E A DISTANCE OF 384.66 FEET; THENCE N60°13’46”E A DISTANCE OF 41.66 FEET TO THE NORTH LINE OF SAID SECTION 1; THENCE LEAVING SAID BOUNDARY OF THE CASEY LANDS AND RUNNING ALONG SAID NORTH LINE OF SECTION 1, N88°43'42”E A DISTANCE OF 250.46 FEET TO THE NORTHEAST CORNER OF SAID SECTION 1, WHICH IS ALSO THE WEST LINE OF SECTION 31 AFORESAID; THENCE ALONG SAID WEST LINE OF SECTION 31, N01°35’34”W A DISTANCE OF 135.57 FEET TO A POINT IN THE AFORESAID BOUNDARY OF THE CASEY LANDS; THENCE CONTINUING ALONG SAID BOUNDARY OF THE CASEY LANDS BY THE FOLLOWING COURSES AND DISTANCES:

N60°13’46"E A DISTANCE OF 243.70 FEET; THENCE N59°17’46”E A DISTANCE OF 289.74 FEET; THENCE S28°30’14”E A DISTANCE OF 119.89 FEET; THENCE N88°20’46”E A DISTANCE OF 319.71 FEET; THENCE N69°24’46”E A DISTANCE OF 249.78 FEET; THENCE N65°02’46”E A DISTANCE OF 399.64 FEET; THENCE N57°24’46"E A DISTANCE OF 129.88 FEET; THENCE N39°57’46”E A DISTANCE OF 264.76 FEET; THENCE N69°19’46”E A DISTANCE OF 169.85 FEET; THENCE N58°20’46”E A DISTANCE OF 279.75 FEET; THENCE N50°04’46"E A DISTANCE OF 157.86 FEET; THENCE N42°39’46”E A DISTANCE OF 259.77 FEET; THENCE N48°02’46”E A DISTANCE OF 254.77 FEET; THENCE N58°32’46”E A DISTANCE OF 239.79 FEET;

THENCE N70°43’46”E A DISTANCE OF 214.81 FEET; THENCE N64°37’46”E A DISTANCE OF 279.75 FEET; THENCE S73°30’14”E A DISTANCE OF 729.35 FEET; THENCE S64°03’14”E A DISTANCE OF 169.85 FEET; THENCE S79°54’14"E A DISTANCE OF 84.92 FEET; THENCE N69°22’46”E A DISTANCE OF 199.82 FEET; THENCE N51°32’46”E A DISTANCE OF 373.87 FEET; THENCE N48°52’46”E A DISTANCE OF 439.61 FEET; THENCE N37°39’46”E A DISTANCE OF 199.82 FEET; THENCE N09°40’46"E A DISTANCE OF 279.75 FEET; THENCE N18°26’46”E A DISTANCE OF 415.63 FEET; THENCE N31°02’14"W A DISTANCE OF 616.45 FEET; THENCE N35°19’14”W A DISTANCE OF 249.78 FEET; THENCE N10°30’14”W A DISTANCE OF 369.67 FEET; THENCE N12°55’14"W A DISTANCE OF 279.75 FEET; THENCE N48°39’46”E A DISTANCE OF 219.80 FEET; THENCE S57°57’14”E A DISTANCE OF 344.69 FEET; THENCE S82°38’14”E A DISTANCE OF 59.95 FEET; THENCE N78°23’46”E A DISTANCE OF 79.93 FEET; THENCE N29°03’46”E A DISTANCE OF 111.90 FEET; THENCE N23°31’46”E A DISTANCE OF 224.80 FEET; THENCE N17°10’46”E A DISTANCE OF 199.82 FEET;
THENCE LEAVING SAID BOUNDARY OF THE CASEY LANDS AND RUNNING N24°08'29"E A DISTANCE OF 826.33 FEET; THENCE
S67°01'57"E A DISTANCE OF 516.80 FEET TO A POINT IN THE CENTER OF THE TOUCHET RIVER; THENCE ALONG SAID TOUCHET RIVER, N54°43'59"E A DISTANCE OF 160.24 FEET TO A POINT; THENCE DEPARTING SAID RIVER AND RUNNING S00°35'18"E A DISTANCE OF 564.74 FEET TO A POINT IN A FENCE; THENCE ALONG SAID FENCE BY THE FOLLOWING SIX COURSES:
S40°18'47"W A DISTANCE OF 230.16 FEET; THENCE S14°26'21"W A DISTANCE OF 204.36 FEET; THENCE S25°15'17"W A DISTANCE OF
180.44 FEET; THENCE S04°08'24"E A DISTANCE OF 157.61 FEET; THENCE S42°48'02"E A DISTANCE OF 253.97 FEET; THENCE N79°23'22"E A DISTANCE OF 103.52 FEET; THENCE LEAVING SAID FENCE AND RUNNING S00°59'46"E A DISTANCE OF 1,236.37 FEET TO A CORNER IN SAID FENCE; THENCE ALONG SAID FENCE, S00°02'50"W A DISTANCE OF 1,166.78 FEET; THENCE CONTINUING ALONG SAID FENCE AND THE SOUTHERLY EXTENSION THEREOF, S00°15'27"E A DISTANCE OF 1,460.30 FEET TO A POINT IN THE SOUTH LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 32; THENCE ALONG SAID SOUTH LINE, S88°50'35"W A DISTANCE OF 1208.53 FEET TO THE POINT
OF BEGINNING;

Situated in Walla Walla County, State of Washington.

EXHIBIT B
Map – Conservation and Restoration Easement

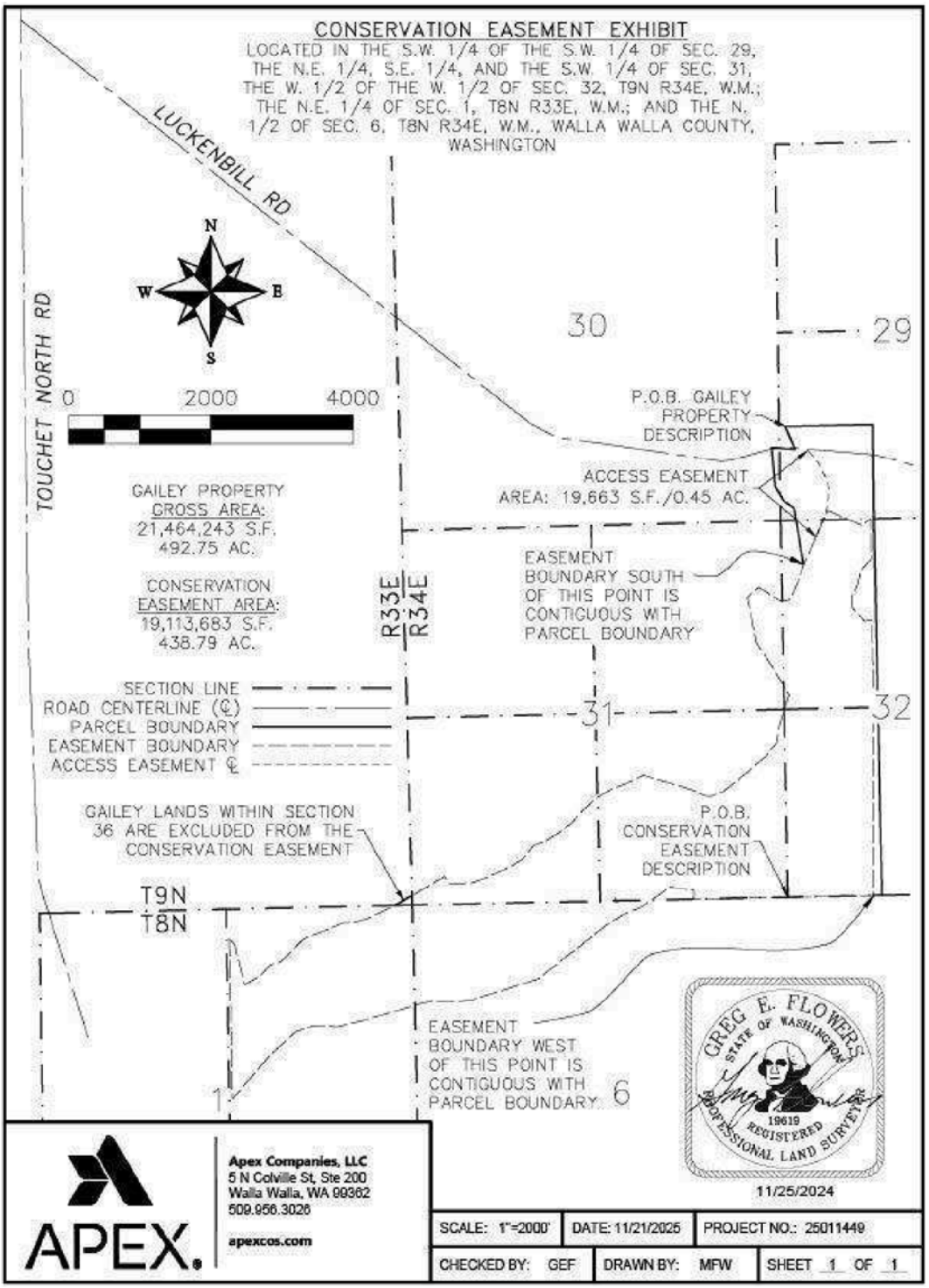


EXHIBIT C
Riparian Conservation Agreement

RIPARIAN CONSERVATION AGREEMENT
Walla Walla Basin Fish Habitat Project

This Riparian Conservation Agreement ("Agreement") is entered into by and between the Confederated Tribes of the Umatilla Indian Reservation ("CTUIR"), acting through its Department of Natural Resources and Touchet River Ranch LLC ("Owner"), as of the date of the last signature affixed below.

Recitals:

A. CTUIR wishes to maintain stream and riparian habitat improvement projects and conservation practices implemented on the Owner's property in Walla Walla County, Washington. This riparian corridor is part of fish habitat improvement activities performed in the areas designated in Exhibit A (Map of Project Area).

B. The purpose of this Agreement is to promote sound resource management that will achieve benefits for fish and wildlife habitat, water quality and soil and water conservation in the Project Area. Though every attempt will be made to protect existing infrastructure throughout the design and construction, it is not the intent of this Agreement to control natural flood events or to protect manmade structures on the Owner's property.

C. The CTUIR intends to work cooperatively with the Owner and other partners to restore and protect habitat critical to the survival of native fish and wildlife species.

Agreements:

The parties agree as follows:

1. Legal Description. The real property subject to the terms of this Agreement is described as follows:

   The stream corridor, riparian, stream bank, and stream channel bottom within Walla Walla County, the approximately 170 acre portion of Tax Lots 340929330005, 340929330007, 340929330004 and 340929330008 outlined in red in Exhibit A. Parcels are located in Township 8 North, Range 33 East, Section 1, Township 8 North, Range 33 East, Section 6, Township 9 North, Range 34 East, Section 31, Township 9 North, Range 34 East, Section 32 and Township 9 North, Range 34 East, Section 29.

2. Access, Implementation, and Maintenance. Subject to the provisions of this Agreement, the Owner grants permission to CTUIR, its authorized personnel, employees, agents, contractors and consultants, to enter the property detailed in Section 1 above and the Project Area within said property for the sole purpose of implementing, maintaining, and monitoring habitat improvements and fences in accordance with the Scope of Work attached as Exhibit B and incorporated herein by reference. Generally,

CTUIR staff will conduct property visits to inspect the project and at other times as necessary to monitor compliance with terms and conditions of this Agreement. Access will be coordinated regularly with Owner.

a. CTUIR will be responsible for monitoring all fish habitat improvements and conservation practices for the term of this Agreement.

b. Nothing in this Agreement shall operate to vest CTUIR with any right, title or interest to the Project Area or Owner's property by adverse possession or otherwise.

3. Consideration. The Owner agrees to accept, as consideration for CTUIR's implementation and maintenance of habitat improvements and conservation practices, the value of all improvements constructed or planted in the Project Area by CTUIR pursuant to this Agreement in lieu of direct monetary compensation.

4. Standard of Performance. CTUIR agrees to perform monitoring and any essential maintenance of all habitat improvements described in Exhibit B in a professional manner with skill, care and supervision necessary to assure completion of high quality work for the purposes contemplated.

5. Effective and Termination Date. This Agreement shall be effective as of the last signature affixed below and shall terminate on June 30, 2035.

6. Permits and Authorizations.

(a) The CTUIR and its partners shall be solely responsible, without expense to the Owner, for obtaining all necessary governmental permits, authorizations and approvals prior to commencement of any work in the Project Area.

(b) The Owner shall not be named as a permittee or responsible party for any government permit, authorization or approval applicable to the work conducted by the CTUIR in the Project Area.

(c) The CTUIR shall be solely responsible for complying with the terms and conditions of any government permit, authorization or approval applicable to work conducted by the CTUIR in the Project Area.

(d) The Owner shall be liable for any intentional destruction, alteration or damage caused by the Owner, Owner's agents or lessees of habitat improvements, constructed or planted by the CTUIR or its partners in the Project Area.

7. Early Termination of Agreement.

(a) Either the Owner or CTUIR may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach, or in the alternative, provided a plan and schedule for curing the breach acceptable to the non-breaching party within 30 days of the date of the notice of breach, then the party giving the notice may terminate the Agreement by written notice to the other party.

(b) In the event of early termination pursuant to 7(a) above by the CTUIR due to a breach by the Owner, the Owner shall pay to the CTUIR the cost of habitat improvements, including costs for stream channel and floodplain design, construction, materials purchased, structures installed, fencing constructed and plantings made by the CTUIR for habitat improvements, taking into account reasonable depreciation.

(c) In the event of early termination pursuant to 7(a) above by the Owner due to a breach by CTUIR, the Owner may take all necessary and reasonable actions consistent with the purpose of this Agreement to remedy the breach (including restoration of the Project Area if more cost effective than completion of the work) either by itself, by agreement with another contractor or by a combination thereof, and CTUIR shall pay to the Owner the cost incurred by the Owner to remedy the breach.

(d) The remedies provided to the parties in this Agreement are not exclusive. The parties are also entitled to pursue any other equitable and legal remedies that are available.

8. Restrictions of Owner.

(a) The Owner and Owner's agents or lessees are restricted from the following activities ("Restricted Activities") unless prior written consent is obtained from CTUIR. CTUIR will reply to this request within 7 days, or the consent will be implied:

i. No burning, removing or damaging native vegetation in any way, including intentional livestock or domestic animal grazing unless negotiated within a Grazing Management Plan;

ii. Following implementation, no alterations within the stream channel are permitted by the Owner without prior consent and oversight by CTUIR;

iii. No removal or alteration of dead and down trees; except in the case of fallen trees that create a safety hazard;

iv. No construction of buildings, bridges, fences or other structures;

v. No construction of new trails, roads or perennial stream fords;

vi. No placement of fill materials (rock, concrete, soils, etc.);

vii. No draining, altering or otherwise disturbing wetland areas.

(b) In the event the Owner is ordered by a governmental entity authorized to issue such an order to engage in a Restricted Activity on an emergency basis, owner may comply with such order without prior written consent of the CTUIR only if it is impracticable to obtain consent within the time given for compliance with the order. Upon receipt of any such order, Owner shall immediately inform and coordinate with the CTUIR to limit the impact of the ordered action to the conservation goals of this Agreement.

9. Miscellaneous Provisions.

a. This agreement may be amended only by mutual written consent of the CTUIR and the Owner. Any such amendments shall be attached to this agreement as Exhibits.

b. Maintenance of any fence erected by CTUIR will be the responsibility of CTUIR for the duration of this Agreement. Except for damage that is caused by Owner as set forth in subsection 6(d), CTUIR agrees to promptly repair damage to the fence erected in the Project Area.

c. Subject to those restrictions described in paragraph 8, nothing in this Agreement shall prevent or deny the Owner or Owner's lessee's access to the Project Area for any reason or purpose. The Owner specifically reserves the right on behalf of themselves, their agents, employees and guests, to hunt game and fish in the Project Area.

d. The parties agree to cooperate in the planning and facilitation of riparian and upland management and improvement activities in the Project Area. The parties further agree to mutually manage the Project Area to promote riparian vegetation for the benefits of fish and wildlife habitat and soil and water conservation, while accommodating Owners interest in farming and ranching.

e. The CTUIR agrees to coordinate its actions with the Owner and/or his lessees as necessary in performing any work under this Agreement to minimize impacts on farm and ranch activities.

10. Liability and Indemnification. Subject to the extent of liability coverage provided in the insurance policy set forth in Paragraph 12 below, the CTUIR agrees to defend, hold harmless, and indemnify the Owner and Owner's officers, agents, and employees (the "Indemnified Parties") against all losses, liabilities, claims, damages, costs or expenses, including reasonable attorney's fees and expenses (collectively, "Claim") that are brought against the Indemnified Parties arising out of or related to (1) any personal injury, death or property damage caused by any act, omission, error, fault, mistake or negligence of the CTUIR or its employees, agents, or subcontractors related to this agreement, (2) any act or omission by the CTUIR that constitutes a non-trivial (from the perspective of a reasonable person in the position of the Indemnified Parties) breach of this agreement. The CTUIR's obligation under this section shall not extend to any Claim primarily caused by the negligence or intentional misconduct of an Indemnified Party.

11. Liens. CTUIR shall not permit the filing of any lien associated with its activities as described herein against the Owner's property, and if any lien is so filed, CTUIR shall take all necessary steps to promptly remove such lien at no cost or expense to the Owner. This section shall survive termination of this Agreement.

12. Liability Insurance. The CTUIR shall maintain public liability and property damage insurance that protects CTUIR and the Owner and Owner's officers, agents, assignees and employees from any and all claims, demands, actions and suits for damage to property or personal injury, including death, arising from CTUIR's work under this Agreement. The insurance shall be without prejudice to coverage otherwise existing and shall name as an additional insured the Owner. Notwithstanding the naming of additional insured's, the insurance shall protect each insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. The coverage must apply as to claims between insured's on the policy. The insurance shall provide that the insurance shall not terminate or be canceled without 30 days written notice first being given to the Owner. Prior to cancellation or termination of the insurance, CTUIR shall provide a new policy with the same terms. CTUIR agrees to maintain continuous, uninterrupted coverage for the duration of this Agreement. The insurance shall include coverage for any damages or injuries arising out of the use of automobiles or other motor vehicles by CTUIR employees.

13. Compliance with Laws. In performing under this Agreement, CTUIR shall comply with all applicable law, including statutes, ordinances, resolutions, rules, plans, decrees or orders, including applicable environmental and land use laws.

14. Assignment. CTUIR shall not assign this Agreement, in whole or in part, or any right or obligation hereunder, without the prior written approval of the

Owner, which Owner may withhold for any reason. The Owner understands that this Agreement is an encumbrance on the land and shall be binding upon the parties' heirs, assigns or successors in interest.

15. Subcontracting. CTUIR agrees that if subcontractors are employed in the performance of this Agreement, CTUIR shall require the subcontractor to agree, as to the portions subcontracted, to fulfill all obligations of CTUIR as specified in this Agreement. Notwithstanding the employment of subcontractors, CTUIR shall remain obligated for full performance hereunder, and the Owner shall incur no obligation other than their obligations to CTUIR hereunder. CTUIR's subcontractors shall be subject to the applicable requirements and sanctions of Washington State RCW 51.12.025, workers' compensation.

16. Independent Contractor Status.

(a) CTUIR shall perform the work hereunder as an independent contractor.

(b) CTUIR, its subcontractors and their employees, are not employees of the Owner and are not eligible for any benefits through the Owner, including unemployment compensation and retirement benefits.

(c) CTUIR shall have complete control over its personnel and operations and shall be solely and completely responsible for working conditions on the job site, including the safety of all of its personnel and property during performance of this Agreement.

17. Authorized Representatives. Each party to this Agreement hereby appoints a representative who shall be fully authorized to carry out that party's obligations and execute any documents required by this Agreement.

The Owner's authorized representative for this Agreement shall be:

Touchet River Ranch, LLC
John and Susan Gailey
222 Indian Court
Richland, WA 99352
509-539-6426, 509-987-3910

The CTUIR's authorized representatives for this Agreement shall be:

(1) Julie Burke (Administrative Contact) Tel: 541-429-7292
(2) Gerald Middel (Technical Contact) Tel: 541-969-9925

Written inquiries or responses to the CTUIR's authorized representatives shall be mailed to the attention of the above individual(s) at the following address:

Confederated Tribes of the Umatilla Indian Reservation
Department of Natural Resources
Fisheries Program
46411 Timíne Way
Pendleton, OR 97801

Either party may change their authorized representative upon written notice provided to the other party.

18. Notice. Any notice provided for under this Agreement shall be sufficient if in writing and delivered personally to the authorized representative described in Paragraph 17, or deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the authorized representative at the address described in Paragraph 17.

19. Arbitration. Any dispute or claim that arises out of or relates to this Agreement, or for the interpretation or breach thereof, shall be resolved by arbitration or mediation.

20. Attorney Fees. In the event of any suit, action or arbitration proceeding arising at law or in equity out of or in connection with this Agreement, the prevailing party in such suit, action or arbitration and in any appeal there from shall be entitled to recover from the losing party the prevailing party's reasonable attorneys' fees, costs, and expenses determined by the court, or arbitrator before which the proceeding was tried or heard.

21. Severability. If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.

22. Integration. This Agreement contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements. No modification to this Agreement shall be valid unless written and signed by an authorized representative of the Owner and CTUIR. The persons executing this Agreement on behalf of each party hereto warrants that they have full power and authority to do so on behalf of each party.

CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION

By:

(b)(6)

Teara Farrow Ferman, Interim Deputy Executive Director

Date: 01/06/2022

PROPERTY OWNER

By:

(b)(6)

Owner Representatives, John and Susan Gailey

Date: 1-16-22

Attachments: Exhibit A – Maps of Project Area
Exhibit B – Riparian Conservation Agreement Scope of Work

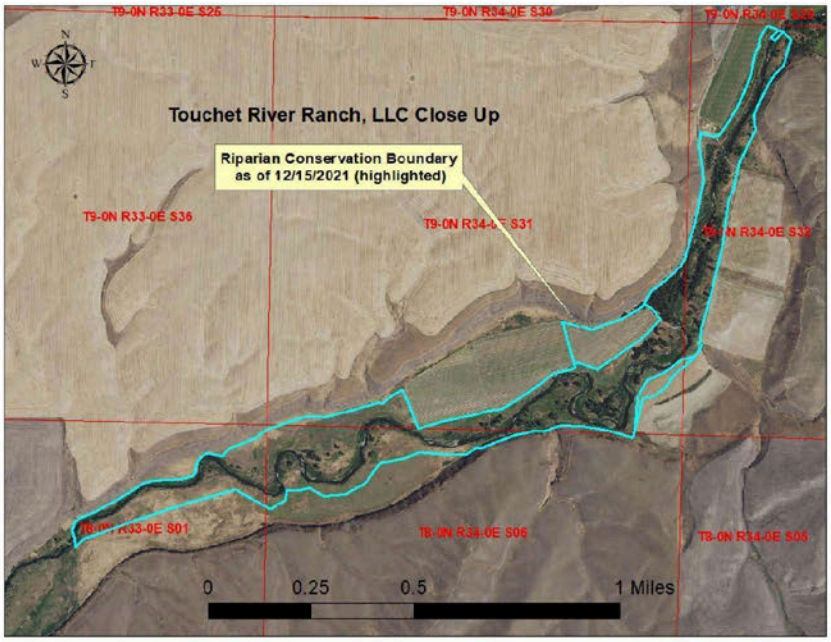


Figure 2. Close up of Riparian Area.

Exhibit A – Maps of Project Area

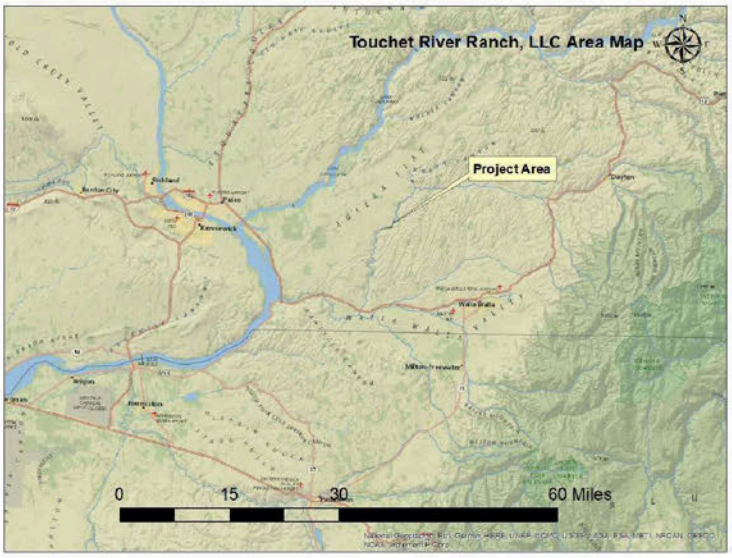


Figure 1. Project Area Map

Exhibit B – Riparian Conservation Agreement Scope of Work

Within the agreement boundary, as shown on Exhibit A, the CTUIR agrees to the following:

1. CTUIR and project collaborators shall work cooperatively with the landowner to survey, design, implement, monitor, maintain and showcase a salmonid habitat enhancement project to improve riverine function, and achieve project objectives related to making improvements to the following processes: geomorphology, hydrology, connectivity, aquatic biota, and riparian vegetation on the landowner's property. CTUIR shall be responsible for the following actions depicted within the agreement boundary as illustrated in Exhibit A:

    i. Obtaining all necessary permits;
    ii. Securing all necessary funds and selecting capable subcontractors;
    iii. Coordination between Owners and contractors throughout design processes;
    iv. Surveying physical attributes of the Project Area and fish response;
    v. Supervising construction activities;
    vi. Monitoring progress of restoration actions;
    vii. Maintaining the Project Area to promote accelerated recovery from disturbance and provide optimal aesthetics;
    viii. Promoting achievements of the project;
    ix. Securing access to the property with advanced notice and mutual consent;
    x. Administration of contracts, budgets, and reporting deliverables.

EXHIBIT D
Touchet River Adjudicated Certificate of Water Right #345

Certificate of Water Right

THIS IS TO CERTIFY:

That by virtue of a decree of the Superior Court of the State of Washington in and for Walla Walla County, *made and entered on the* 19th *day of* September, 1929, *and recorded in Volume* 18 *of the Superior Court Journal of said County at page* 1, *from which decree no appeal was taken, and which decree determined the rights of all known claimants to the use of the waters of* the Touchet River, *a tributary of* the Walla Walla River

BAKER-BOYER NATIONAL BANK
TRUSTEE for EARLE EDWARDS
Walla Walla, Washington

is entitled to use, subject to provisions set forth in said decree, and the laws of the State of Washington, the waters of said Touchet River

for the purpose of irrigation of 219.0 acres of land.

That the amount of water to which said water right is entitled is limited to the quantity which is reasonably and actually necessary for the purpose aforesaid and shall not exceed 3.369 *second feet from* April 1st *to* Sept. 15th *and* 4.380 *second feet from* Sept. 15th *to* April 1st, *with the following exception:*
After all rights scheduled in the above mentioned decree are filled, the surplus water is allotted in the order of priority in amounts sufficient to increase the rate to the quantity allotted for the period from September 15th to April 1st. The total diversion shall not exceed 6 acre feet per acre for any one year beginning September 15th.

That the date of priority of said water right is not given; *that the decree aforesaid establishes said right in Class* Sixty-four.

That the point of diversion of said water right is as follows:
SE¼ of SE¼, Sec. 29, Twp. 9 N., Rge 34 E. W. M.

and cannot be changed except as provided in Section 39, Chapter 117, Session Laws of 1917.

That said water right was adjudged by said decree to be and is appurtenant to the following described real property situated in Walla Walla *County, Washington, to-wit:*
N½ of NW¼ of Sec. 6, Twp. 8 N., Rge 34 E. W. M. S½ of SW¼ of Sec. 31, Twp. 9 N., Rge 34 E. W. M. SE¼ of Sec. 31, W½ of NE¼ of Sec. 32; SW¼ of SW¼ of Sec. 29, Twp. 9 N., Rge 34 E. W. M.

345

This instrument is recorded in the office of the Supervisor of Hydraulics, at Olympia, Washington, in Volume 6 *of Water Right Certificates at Page* 345

WITNESS the seal and signature of the Supervisor of Hydraulics affixed this 9th *day of* December, 1932

SCANNING DATA

Supervisor of Hydraulics of the State of Washington.

Certificate of Water Right

Issued to BAKER-BOYER NATIONAL BANK, TRUSTEE FOR KARLE EDWARDS

For the use of the waters of TOUCHET RIVER

County of WALLA WALLA

State of Washington.

33390313 BPA-2026-01154-F 0361

EXHIBIT E
Legal Description – Reserved Water Rights

Certificate 345

3.67 acres NW1/4 of NW1/4 of Section 29, T9N, R34E
6.57 acres SW1/4 of SW1/4 of Section 32, T9N, R34E
Total = 10.24 acres

EXHIBIT F
Acknowledgment of Baseline Inventory

Grantor, Grantee and Bonneville hereby acknowledge and agree that the Baseline Inventory for the Protected Property (BPA Tract ID UMATT-WL-15), dated 30 January, 2026, prepared by the Blue Mountain Land Trust and reviewed and approved by Bonneville and Grantor, together with its maps and photographs, accurately describes and depicts the biological and physical features of the property, relevant site conditions, and current structures/improvements and land use. The Baseline Inventory will be used for monitoring the condition of the Protected Property and compliance with the Conservation and Restoration Easement, has been provided to all undersigned Parties, and will be kept on file with Grantee, CTUIR and Bonneville. Grantor and Grantee affirm that there are no current or ongoing activities on the Protected Property that are inconsistent with the terms and conditions of the Conservation and Restoration Easement.

Grantor:

_____ _____
John B. Gailey Date
Manager and Member, Touchet River Ranch, LLC

_____ _____
Susan K. Gailey Date
Manager and Member, Touchet River Ranch, LLC

Grantee:

_____ _____
Amanda Martino Date
Executive Director, Blue Mountain Land Trust

Third Party Beneficiary, The United States of America:

_____ _____
Luke Arant Date
Bonneville Power Administration
Supervisory Realty Specialist

EXHIBIT G

Road Map – Conservation and Restoration Easement

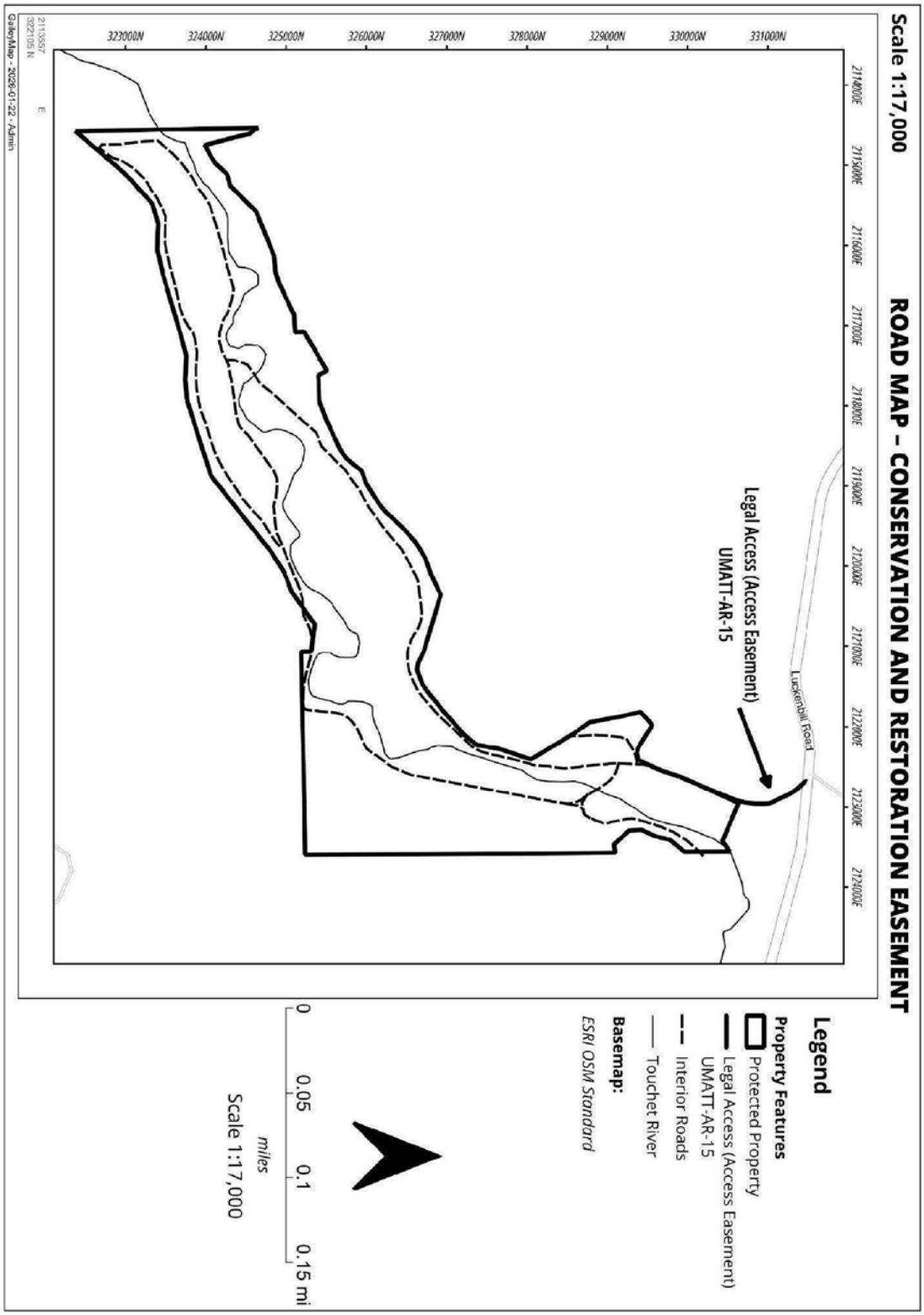


EXHIBIT H

Acknowledgment of Management Plan

Grantor and Grantee, in cooperation with CTUIR, have developed a Management Plan for the Protected Property (BPA Tract ID UMATT-WL-15) dated 30 January, 2026, which Bonneville has reviewed and determined to be consistent with the Purpose and terms and conditions of the Conservation and Restoration Easement and will maintain or enhance the Conservation Values. Bonneville's confirmation of consistency does not create or imply any obligation on the part of Bonneville to fund the actions in the Management Plan, and does not create a federal nexus to, or control over, the day-to-day activities carried out by Grantor, Grantee, the CTUIR, or other partners acting pursuant to the Management Plan. Grantor remains responsible for all incidents of ownership associated with fee title under applicable federal, state, and local law, including but not limited to tort liability, environmental compliance, noxious weed control, and tax payments.

Bonneville Power Administration, Fish and Wildlife Program

_____ _____

Scott L. Donahue, Deputy Executive Manager Date

EXHIBIT I
Acceptable Title Encumbrances

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.

2. Rights or claims of parties in possession not shown by the Public Records.

3. 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, and that is not shown by the Public Records.

4. Easements, or claims of easements, not shown by the Public Records.

5. Any lien, or right to a lien, for services, labor, equipment, or materials heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

6. Taxes or special 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 to such proceedings whether or not shown by the records of such agency, or by the Public Records.

7. (a) Reservations or exceptions in patents or in Acts authorizing the issuance thereof; (b) water rights, claims to title to water, whether or not the matters excepted under (a) or (b) are shown by the Public Records.

8. Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.

9. Any service, installation, connection, maintenance, tap, capacity or construction charges for sewer, water, electricity, natural gas or other utilities, or garbage collection and disposal.

10. (a) All right, title or claim of any character by the United States, state, local government or by the public generally in and to any portion of the land lying within the current or former bed, or below the ordinary high water mark, or between the cut banks of a stream navigable in fact or in law. (b) The consequence of any past or future change in the location of the bed.

11. Any Rights, Interest or Easements in favor of the State of Washington, the United States of America or the public which exist or are claimed to exist in and over the waters, bed and banks of the Touchet River.

12. Terms, covenants and conditions contained in an application for Current Use Classification, entered into pursuant to RCW 84.34 (including potential liability for future applicable taxes, special benefit assessments levied by local governments, penalties and interest upon breach

of, or withdrawal from, said classification); Notice of approval being recorded under Recording No. 2006-14866, records of Walla Walla County, Washington.

13. Unrecorded leasehold, if any, and the rights of vendors and holders of security interests in personal property of tenants to remove said personal property at the expiration of the term.

14. Any claim that the Title is subject to a trust or lien created under the Perishable Agricultural Commodities Act (7 U.S.C. §§499a, et seq.) or the Packers and Stockyards Act (7 U.S.C. §§181, et seq.) or under similar federal or state laws.

15. Terms and conditions contained in a/an Deed.
    Recorded: February 20, 1882
    Recording No.: Book X of Deeds, Page 580, records of Walla Walla County, Washington.

16. Exceptions and Reservations as contained in a/an Deed.
    Executed by: Northern Pacific Railroad Company
    Recorded: February 5, 1884
    Recording No.: Book 32 of Deeds, Page 158, records of Walla Walla County, Washington.

17. Terms and conditions contained in a/an Notice of Utility Easement Rights.
    Recorded: January 24, 1989
    Recording No.: 8900477, records of Walla Walla County, Washington.

18. Terms and conditions contained in a/an Memorandum of Electric Service Agreement with Columbia Rural Electric Association.
    Recorded: January 27, 2015
    Recording No.: 2015-00652, records of Walla Walla County, Washington.

19. All matters, and any rights, easements, interests or claims as disclosed by Survey recorded May 14, 2024 as Recording No. 2024-02564, records of Walla Walla County, Washington.

20. An easement, including the terms and conditions thereof, for the purposes shown below and rights incidental thereto as set forth in Right of Way Easement.
    Granted to: Pacific Power & Light Company
    Recorded: March 26, 1963 Recording
    No.: 446697, records of Walla Walla County, Washington.

21. All matters, and any rights, easements, interests or claims as disclosed by Record of Survey recorded October 22, 2025 as Recording No. 202506529, records of Walla Walla County, Washington.

EXHIBIT J
Access Easement

AFTER RECORDING, RETURN TO:
Blue Mountain Land Trust
P.O. Box 1473
Walla Walla, WA 99362
Ptn. of Walla Walla Co. Tax Lot
340929330004
Bonneville Tract ID: UMATT-AR-15

ACCESS EASEMENT

This DEED OF ACCESS EASEMENT ("Access Easement") is executed by John B. Gailey and Susan K. Gailey, managers and members of Touchet River Ranch, LLC, a Washington limited liability company ("Grantor"), having an address of 6539 Luckenbill Rd, Walla Walla, WA 99362, in favor of Blue Mountain Land Trust, a Washington nonprofit corporation ("Blue Mountain Land Trust"), having an address of P.O. Box 1473, Walla Walla, Washington, 99362, the United States of America, acting by and through the United States Department of Energy, Bonneville Power Administration ("Bonneville"), having an address of P.O. Box 3621, Portland, Oregon, 97208-3621 (collectively "Grantee").

Grantor is the owner of certain real property (also known as the "Burdened Property") located in Walla Walla County and legally described in Exhibit A (Legal Description – Burdened Property).

Grantee holds a Conservation and Restoration Easement over a portion of Grantor's fee-owned property, where Bonneville is the acquiring federal agency holding third party beneficiary rights, as legally described in Exhibit B (Legal Description – Conservation and Restoration Easement) and shown in Exhibit C (Map – Burdened Property and Conservation and Restoration Easement).

Grantor, as owner of the Burdened Property, subject in part to the Conservation and Restoration Easement, for and in consideration of the funding that Bonneville provided to acquire the Conservation and Restoration Easement, in hand paid, conveys and warrants to Grantee – the Blue Mountain Land Trust and its employees, contractors, representatives, successors, or assigns, including the Confederated Tribes of the Umatilla Indian Reservation, and the United States of America and its assigns – the following rights of access across over, under, upon, and across the Burdened Property, where such Access Easement is legally described and shown in Exhibit D (Access Easement – Legal Description and Map):

> The perpetual and irrevocable right to enter the Burdened Property for the purpose of ingress and egress to the Conservation and Restoration Easement. This right of access includes utilizing motor vehicles, drones or on foot.

Grantor agrees to maintain, at Grantor's cost, the Access Easement in such a condition that it is reasonable to permit vehicular access or access on foot to the Conservation and Restoration Easement.

Blue Mountain Land Trust, its employees, contractors, representatives, successors and assigns, shall indemnify, defend, and hold harmless Grantor, its agents, heirs, successors, and assigns, from any and all costs, liabilities, damages, losses, claims, actions or proceedings which may be

claimed to have arisen out of any damage, accident, injury or other similar occurrences in the Access Easement area arising from the exercise of or the use of the Access Easement area by Blue Mountain Land Trust, its guests, invitees, agents, or contractors except such injury, loss, or damage as shall have been caused by the negligence or willful act of Grantor, its agents, guests, invitees, successors or assigns. Bonneville is a federal agency; any claim for personal injury, death, or property damage against Bonneville (the United States) must be made in accordance with the Federal Tort Claims Act, 28 U.S.C. §§ 1346(b), 1402(b), 2401(b), and ch. 171.

The effective date of this Access Easement is the date it is fully executed and recorded in the records of Walla Walla County, Washington.

All exhibits are incorporated and made a part of this Access Easement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate the day and year hereinabove written.

Grantor, Touchet River Ranch, LLC:

_____ _____
John B. Gailey Date
Manager and Member

_____ _____
Susan K. Gailey Date
Manager and Member

Acceptance by Grantee, Blue Mountain Land Trust, Holder of Conservation and Restoration Easement

_____ _____
Amanda Martino, Executive Director Date

Acceptance by the United States, Third Party Beneficiary to the Conservation and Restoration Easement

_____ _____
Luke Arant, Supervisory Realty Specialist Date
Bonneville Power Administration

ACKNOWLEDGMENT

STATE OF: Washington)
)ss.
COUNTY OF: Walla Walla)

I certify that I know or have satisfactory evidence that **John Gailey, Manager and Member, Touchet River Ranch, LLC,** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

GIVEN under my hand and official seal this_____ day of_____, 2025.

_____
Notary Public in and for the State of Washington

Print Name_____

My commission expires_____

ACKNOWLEDGMENT

STATE OF: Washington)
)ss.
COUNTY OF: Walla Walla)

I certify that I know or have satisfactory evidence that **Susan Gailey, Manager and Member, Touchet River Ranch, LLC,** is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument, and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

GIVEN under my hand and official seal this_____ day of_____, 2025.

_____
Notary Public in and for the State of Washington

Print Name_____

My commission expires_____

ACKNOWLEDGMENT

STATE OF: Washington)
)ss.
COUNTY OF: Walla Walla)

I certify that I know or have satisfactory evidence that **Amanda Martino**, **Executive Director of the Blue Mountain Land Trust**, a Washington nonprofit corporation, is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

GIVEN under my hand and official seal this_____ day of_____, 2025.

_____
Notary Public in and for the State of Washington

Print Name_____

My commission expires_____

ACKNOWLEDGMENT

STATE OF:)
)ss:
COUNTY OF:)

I certify that I know or have satisfactory evidence that **Luke Arant**, **Supervisory Realty Specialist of the United States of America, Bonneville Power Administration**, is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

GIVEN under my hand and official seal this_____ day of_____, 2025.

_____
Notary Public in and for the State of Oregon

Print Name_____

My commission expires_____

EXHIBIT A
Legal Description– Burdened Property

Beginning at a point in the North line of the Southwest Quarter of the Southwest Quarter of Section 29 in Township 9 North, Range 34 East of the Willamette Meridian, said point being 89.3 feet East, measured along the said North line from the Northwest corner of the said Southwest Quarter of the Southwest Quarter, and run thence South 21°18' East, a distance of 350.0 feet; thence North 84°40' West, 325.0 feet; thence South 4°12' East, 545.0 feet; thence South 28°07' East, 218.0 feet; thence South 51°40' East, 197.0 feet; thence South 9°02' East, 800.00 feet; thence South 18°08'West, 200.00 feet; thence South 24°29' West, 225.0 feet; thence South 30°01 West, 112.0 feet; thence South 79°21' West, 80.0 feet; thence North 81°41' West, 60.0 feet; thence North 57°00' West, 345.0 feet; thence South 49°37' West, 220.00 feet; thence South 11°58' East, 280.0 feet; thence South 9°33' East, 370.0 feet; thence South 34°22' East, 250.0 feet; thence South 30°05' East, 617.0 feet; thence South 19°24' West, 416.0 feet; thence South 10°38' West, 280.0 feet; thence South 38°37' West, 200.00 feet; thence South 49°50' West, 440.0 feet; thence South 52°30' West, 374.2 feet; thence South 70°20' West, 200.0 feet; thence North 78°57' West, 85.0 feet; thence North 63°06' West, 170.0 feet; thence North 72°33' West, 730.0 feet; thence South 65°35' West, 280.0 feet; thence South 71°41' West, 215.0 feet; thence South 59°30' West, 240.0 feet; thence South 49°00' West, 255.0 feet; thence South 43°37' West 260 feet; thence South 51°02' West, 158.0 feet; thence South 59°18' West, 280.0 feet; thence South 70°17' West, 170.0 feet; thence South 40°55' West, 265.0 feet; thence South 58°22' West, 130.0 feet; thence South 66°00' West, 400.00 feet; thence South 70°22' West, 250.0 feet; thence South 89°18' West, 320.0 feet; thence North 27°33' West, 120.0 feet; thence South 60°15' West, 290.0 feet; thence South 61°11' West, 570.0 feet; thence South 65°42' West, 385.0 feet; thence South 72°33' West, 135.0 feet; thence South 85°30' West, 215.0 feet; thence South 68°43' West, 527.0 feet; thence South 71°12' West, 70.0 feet; thence South 45°47' West, 455.0 feet; thence South 76°09' West, 150.2 feet; thence South 43°02' West, 190.0 feet; thence South 56°52' West, 100.0 feet; thence South 62°05' West , 175.3 feet; thence North 13°26' West, 463.0 feet; thence North 10°20' West, 110.0 feet; thence North 40°40' West, 93.0 feet; thence North 20°85' West, 165.0 feet, more or less, to a point in the North and South center line of Section 1, Township 8 North Range 33 East of Willamette Meridian, said point being 281.0 feet South of the North Quarter corner of the said Section 1; thence South along the said centerline 2432.2 feet; thence North 41°53' East, 858.7 feet; thence North 48°43' East 514.2 feet; thence North 74°42' East, 257.3 feet; thence South 86°51' East, 331.8 feet; thence North 78°12' East, 323.5 feet; thence North 74°47' East, 798.8 feet to a point in the East line of the aforesaid Section 1, said point being 1409.3 feet South measured along said East line from the Northeast corner of the said Section 1; thence North 76°09' East, 249.7 feet; thence South 85°54' East, 296.8 feet; thence North 85°14' East, 268.8 feet; thence North 73°33' East, 966.2 feet; thence North 52°48' East, 1214.5 feet; thence North 58°55' East, 290.7 feet; thence North 69°33' East, 260.2 feet; thence North 56°06' East, 178.4 feet to a point in the North line of Section 6 Township 8 North of Range 34 East of the Willamette Meridian, said point being 1920.1 feet West; measured along the said North line, from the Northeast corner of said Section 6; thence North 56°06' East, 314.9 feet; thence South 81°11' East, 349.3 feet to a point in the East line of the West half of the Southeast Quarter of Section 31, Township 9 North, Range 34 East of the Willamette Meridian, said point being 125.0 feet North, measured along the said East line from the Southeast corner of the West half of the Southeast Quarter of Section 31; thence South 125 feet to the Southeast

corner of the aforesaid West half of the Southeast Quarter; thence East along the South line of the Said Section 31, and the South line of Section 32 of the aforesaid Township and Range, to the Southeast corner of the West half of the West half of the said Section 32; thence North, along the East line of the said West half of the West half, and the East line of the Southwest Quarter of the Southwest Quarter of Section 29, Township 9 North, Range 34 East of the Willamette Meridian, to the Northeast corner of the said Southwest Quarter of the Southwest Quarter; thence West, along the North line of the said Southwest Quarter of the Southwest Quarter to THE POINT OF BEGINNING.

EXCEPTING THEREFROM that portion lying in the County road.

Situated in Walla Walla County, State of Washington.

EXHIBIT B
Legal Description – Conservation and Restoration Easement
(BPA Tract ID UMATT-WL-15)

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, THE WEST HALF OF THE WEST HALF OF SECTION 32, THE EAST HALF OF THE NORTHEAST QUARTER AND THE SOUTH HALF OF SECTION 31, ALL IN TOWNSHIP 9 NORTH, RANGE 34 EAST OF THE WILLAMETTE MERIDIAN; THE NORTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 8 NORTH, RANGE 34 EAST OF SAID WILLAMETTE MERIDIAN; AND THE NORTHEAST QUARTER OF SECTION 1 IN TOWNSHIP 8 NORTH, RANGE 33 EAST OF SAID WILLAMETTE MERIDIAN, SAID LANDS BEING A PORTION OF THOSE LANDS CONVEYED TO IVAN J. ECCLES AND EDNA ECCLES BY THAT WARRANTY DEED RECORDED MAY 8, 1968 IN BOOK 326 OF DEEDS AT PAGE 601 UNDER AUDITOR'S FILE NO. 494082, EXCEPTING THEREFROM THOSE LANDS CONVEYED TO CASEY FARMS, INC. BY THAT WARRANTY FULFILLMENT DEED RECORDED JANUARY 6, 1978 IN VOLUME 74 OF DEEDS AT PAGE 345 UNDER AUDITOR'S FILE NO. 1978-00153, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHEAST CORNER OF SECTION 31 IN TOWNSHIP 9 NORTH, RANGE 34 EAST, WILLAMETTE MERIDIAN, WHICH POINT IS ALSO THE SOUTHEAST CORNER OF THOSE LANDS CONVEYED TO IVAN J. ECCLES AND EDNA ECCLES BY THAT WARRANTY DEED RECORDED MAY 8, 1968 IN BOOK 326 OF DEEDS AT PAGE 601 UNDER AUDITOR'S FILE NO. 494082, SAID POINT BEING MARKED BY A 3/4-INCH IRON ROD, FROM WHICH A 1/2-INCH IRON REBAR MARKING THE SOUTHWEST CORNER OF SAID SECTION 31 BEARS S88°47'10"W A DISTANCE OF 5285.49 FEET, AND RUNNING THENCE ALONG THE BOUNDARY OF SAID ECCLES LANDS BY THE FOLLOWING COURSES AND DISTANCES:

ALONG THE SOUTH LINE OF SAID SECTION 31, S88°47'10"W A DISTANCE OF 1321.37 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 31; THENCE ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, N01°16'09"W A DISTANCE OF 125.00 FEET; THENCE N82°34'11"W A DISTANCE OF 339.27 FEET; THENCE S55°00'59"W A DISTANCE OF 316.61 FEET TO A POINT ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE CONTINUING S55°00'59"W A DISTANCE OF 179.37 FEET; THENCE S68°27'59"W A DISTANCE OF 261.61 FEET; THENCE S57°49'59"W A DISTANCE OF 292.28 FEET; THENCE S51°42'59"W A DISTANCE OF 1221.10 FEET; THENCE S72°27'59"W A DISTANCE OF 971.45 FEET; THENCE S84°08'59"W A DISTANCE OF 270.26 FEET; THENCE N86°59'01"W A DISTANCE OF 298.41 FEET; THENCE S75°03'59"W A DISTANCE OF 251.06 FEET TO A POINT ON THE EAST LINE OF SECTION 1 IN TOWNSHIP 8 NORTH, RANGE 33 EAST OF SAID WILLAMETTE MERIDIAN; THENCE S73°33'21"W A DISTANCE OF 799.95 FEET; THENCE S76°58'21"W A DISTANCE OF 323.96 FEET; THENCE N88°04'39"W A DISTANCE OF 332.28 FEET; THENCE S73°28'21"W A DISTANCE OF 257.67 FEET; THENCE S47°29'21"W A DISTANCE OF 514.94 FEET; THENCE S40°39'21"W A DISTANCE OF 799.86 FEET TO A POINT IN A

LINE PARALLEL WITH AND 30.00 FEET EAST OF THE WEST LINE OF THE EAST HALF OF SAID SECTION 1, SAID POINT BEARING N40°39'21"E A DISTANCE OF 60.08 FEET FROM A POINT IN SAID WEST LINE OF THE EAST HALF WHICH IS 2432.20 FEET SOUTH, MEASURED ALONG SAID WEST LINE, FROM THE NORTHWEST CORNER OF SAID EAST HALF OF SECTION 1;

THENCE ALONG SAID PARALLEL LINE, N01°05'26"W A DISTANCE OF 2277.16 FEET TO A POINT IN THE SOUTH LINE OF THOSE LANDS CONVEYED TO CASEY FARMS, INC. BY THAT WARRANTY FULFILLMENT DEED RECORDED JANUARY 6, 1978 IN VOLUME 74 OF DEEDS AT PAGE 345 UNDER AUDITOR'S FILE NO. 1978-00153, SAID POINT BEARING S21°02'14"E A DISTANCE OF 117.26 FEET FROM A POINT IN SAID WEST LINE OF THE EAST HALF OF SECTION 1 WHICH IS 281.00 FEET SOUTH, MEASURED ALONG SAID WEST LINE, FROM SAID NORTHWEST CORNER OF SAID EAST HALF; THENCE LEAVING THE BOUNDARY OF SAID ECCLES LANDS AND RUNNING ALONG THE BOUNDARY OF SAID CASEY LANDS BY THE FOLLOWING COURSES AND DISTANCES:

S21°02'14"E A DISTANCE OF 47.60 FEET; THENCE S41°37'14"E A DISTANCE OF 92.92 FEET; THENCE S11°17'14"E A DISTANCE OF 109.90 FEET; THENCE S14°23'14"E A DISTANCE OF 462.59 FEET; THENCE N61°07'46"E A DISTANCE OF 174.84 FEET; THENCE N55°54'46"E A DISTANCE OF 99.91 FEET; THENCE N42°04'46"E A DISTANCE OF 189.83 FEET; THENCE N75°11'46"E A DISTANCE OF 150.07 FEET; THENCE N44°49'46"E A DISTANCE OF 454.59 FEET; THENCE N70°14'46"E A DISTANCE OF 69.94 FEET; THENCE N67°45'46"E A DISTANCE OF 526.53 FEET; THENCE N84°32'46"E A DISTANCE OF 214.81 FEET; THENCE N71°35'46"E A DISTANCE OF 134.88 FEET; THENCE N64°44'46"E A DISTANCE OF 384.66 FEET; THENCE N60°13'46"E A DISTANCE OF 41.66 FEET TO THE NORTH LINE OF SAID SECTION 1;
THENCE LEAVING SAID BOUNDARY OF THE CASEY LANDS AND RUNNING ALONG SAID NORTH LINE OF SECTION 1, N88°43'42"E A DISTANCE OF 250.46 FEET TO THE NORTHEAST CORNER OF SAID SECTION 1, WHICH IS ALSO THE WEST LINE OF SECTION 31 AFORESAID; THENCE ALONG SAID WEST LINE OF SECTION 31, N01°35'34"W A DISTANCE OF 135.57 FEET TO A POINT IN THE AFORESAID BOUNDARY OF THE CASEY LANDS;

THENCE CONTINUING ALONG SAID BOUNDARY OF THE CASEY LANDS BY THE FOLLOWING COURSES AND DISTANCES:

N60°13'46"E A DISTANCE OF 243.70 FEET; THENCE N59°17'46"E A DISTANCE OF 289.74 FEET; THENCE S28°30'14"E A DISTANCE OF 119.89 FEET; THENCE N88°20'46"E A DISTANCE OF 319.71 FEET; THENCE N69°24'46"E A DISTANCE OF 249.78 FEET; THENCE N65°02'46"E A DISTANCE OF 399.64 FEET; THENCE N57°24'46"E A DISTANCE OF 129.88 FEET; THENCE N39°57'46"E A DISTANCE OF 264.76 FEET; THENCE N69°19'46"E A DISTANCE OF 169.85 FEET; THENCE N58°20'46"E A DISTANCE OF 279.75 FEET; THENCE N50°04'46"E A DISTANCE OF 157.86 FEET; THENCE N42°39'46"E A DISTANCE OF 259.77 FEET; THENCE N48°02'46"E A DISTANCE OF 254.77 FEET; THENCE N58°32'46"E A DISTANCE OF 239.79 FEET; THENCE N70°43'46"E A DISTANCE

OF 214.81 FEET; THENCE N64°37'46"E A DISTANCE OF 279.75 FEET; THENCE S73°30'14"E A DISTANCE OF 729.35 FEET; THENCE S64°03'14"E A DISTANCE OF 169.85 FEET; THENCE S79°54'14"E A DISTANCE OF 84.92 FEET; THENCE N69°22'46"E A DISTANCE OF 199.82 FEET; THENCE N51°32'46"E A DISTANCE OF 373.87 FEET; THENCE N48°52'46"E A DISTANCE OF 439.61 FEET; THENCE N37°39'46"E A DISTANCE OF 199.82 FEET; THENCE N09°40'46"E A DISTANCE OF 279.75 FEET; THENCE N18°26'46"E A DISTANCE OF 415.63 FEET; THENCE N31°02'14"W A DISTANCE OF 616.45 FEET; THENCE N35°19'14"W A DISTANCE OF 249.78 FEET; THENCE N10°30'14"W A DISTANCE OF 369.67 FEET; THENCE N12°55'14"W A DISTANCE OF 279.75 FEET; THENCE N48°39'46"E A DISTANCE OF 219.80 FEET; THENCE S57°57'14"E A DISTANCE OF 344.69 FEET; THENCE S82°38'14"E A DISTANCE OF 59.95 FEET; THENCE N78°23'46"E A DISTANCE OF 79.93 FEET; THENCE N29°03'46"E A DISTANCE OF 111.90 FEET; THENCE N23°31'46"E A DISTANCE OF 224.80 FEET; THENCE N17°10'46"E A DISTANCE OF 199.82 FEET;

THENCE LEAVING SAID BOUNDARY OF THE CASEY LANDS AND RUNNING N24°08'29"E A DISTANCE OF 826.33 FEET; THENCE S67°01'57"E A DISTANCE OF 516.80 FEET TO A POINT IN THE CENTER OF THE TOUCHET RIVER; THENCE ALONG SAID TOUCHET RIVER, N54°43'59"E A DISTANCE OF 160.24 FEET TO A POINT; THENCE DEPARTING SAID RIVER AND RUNNING S00°35'18"E A DISTANCE OF 564.74 FEET TO A POINT IN A FENCE; THENCE ALONG SAID FENCE BY THE FOLLOWING SIX COURSES:

S40°18'47"W A DISTANCE OF 230.16 FEET; THENCE S14°26'21"W A DISTANCE OF 204.36 FEET; THENCE S25°15'17"W A DISTANCE OF 180.44 FEET; THENCE S04°08'24"E A DISTANCE OF 157.61 FEET; THENCE S42°48'02"E A DISTANCE OF 253.97 FEET; THENCE N79°23'22"E A DISTANCE OF 103.52 FEET;

THENCE LEAVING SAID FENCE AND RUNNING S00°59'46"E A DISTANCE OF 1,236.37 FEET TO A CORNER IN SAID FENCE; THENCE ALONG SAID FENCE, S00°02'50"W A DISTANCE OF 1,166.78 FEET; THENCE CONTINUING ALONG SAID FENCE AND THE SOUTHERLY EXTENSION THEREOF, S00°15'27"E A DISTANCE OF 1,460.30 FEET TO A POINT IN THE SOUTH LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 32; THENCE ALONG SAID SOUTH LINE, S88°50'35"W A DISTANCE OF 1208.53 FEET TO THE POINT OF BEGINNING;

HAVING AN AREA OF 19,113,683 SQUARE FEET, 438.79 ACRES, MORE OR LESS.

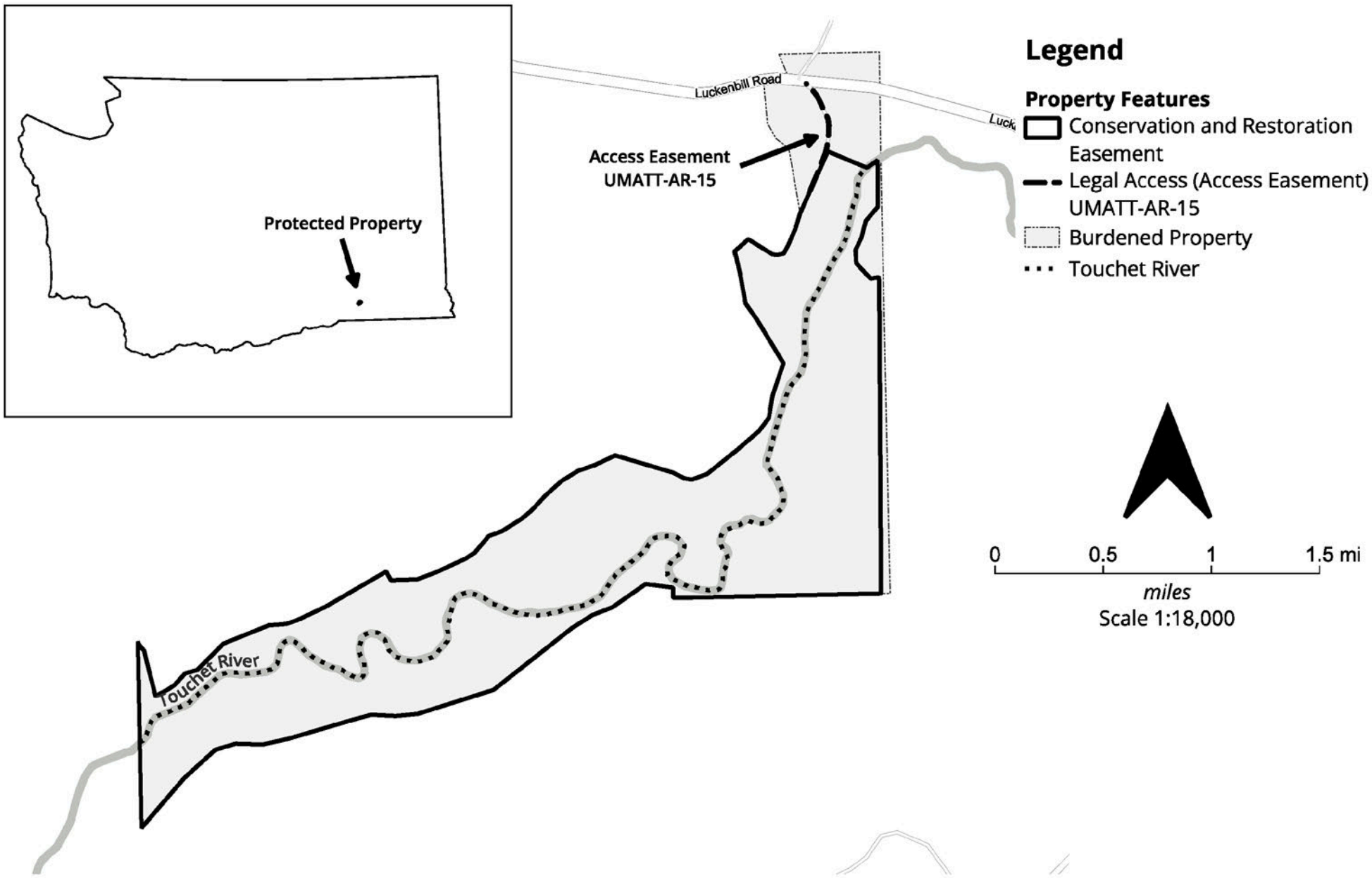
SITUATED IN THE COUNTY OF WALLA WALLA, STATE OF WASHINGTON.

EXHIBIT C

Map – Burdened Property and Conservation and Restoration Easement

Scale 1:18,000

CONSERVATION AND RESTORATION EASEMENT EXHIBIT MAP



Legend

Property Features

- Conservation and Restoration Easement
- Legal Access (Access Easement) UMATT-AR-15
- Burdened Property
- Touchet River

0 0.5 1 1.5 mi

miles

Scale 1:18,000

2112757 E
321817 N

BPA-2026-01154-F 0379

33390313

EXHIBIT D

Access Easement – Legal Description (BPA Tract ID UMATT-AR-15)

A STRIP OF LAND 15.00 FEET IN WIDTH, LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29 AND THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 9 NORTH, RANGE 34 EAST, WILLAMETTE MERIDIAN, SAID STRIP BEING 7.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT ON THE SOUTH LINE OF LUCKENBILL COUNTY ROAD WHICH IS 414.23 FEET EAST, MEASURED AT RIGHT ANGLES, FROM THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 29, SAID POINT FALLING IN THE CENTERLINE OF AN EXISTING DRIVEWAY, AND RUNNING THENCE ALONG SAID CENTERLINE BY THE FOLLOWING NINE COURSES:

THENCE S44°33'59"E A DISTANCE OF 108.24 FEET TO A POINT OF CURVATURE WITH A TANGENT CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 400.00 FEET; THENCE ALONG SAID CURVE, HAVING AN ARC LENGTH OF 134.58 FEET, WITH A DELTA ANGLE OF 19°16'36", A CHORD BEARING OF S34°55'41"E, AND A CHORD LENGTH OF 133.94 FEET; THENCE S25°17'23"E A DISTANCE OF 233.49 FEET TO A POINT OF CURVATURE WITH A TANGENT CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 250.00 FEET; THENCE ALONG SAID CURVE, HAVING AN ARC LENGTH OF 114.86 FEET, WITH A DELTA ANGLE OF 26°19'24", A CHORD BEARING OF S12°07'41"E, AND A CHORD LENGTH OF 113.85 FEET; THENCE S01°02'01"W A DISTANCE OF 101.82 FEET TO A POINT OF CURVATURE WITH A TANGENT CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 250.00 FEET; THENCE ALONG SAID CURVE, HAVING AN ARC LENGTH OF 29.00 FEET, WITH A DELTA ANGLE OF 06°38'49", A CHORD BEARING OF S04°21'25"W, AND A CHORD LENGTH OF 28.99 FEET; THENCE S07°40'49"W A DISTANCE OF 115.80 FEET TO A POINT OF CURVATURE WITH A TANGENT CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 500.00 FEET; THENCE ALONG SAID CURVE, HAVING AN ARC LENGTH OF 117.01 FEET, WITH A DELTA ANGLE OF 13°24'32", A CHORD BEARING OF S14°23'05"W, AND A CHORD LENGTH OF 116.75 FEET; THENCE S21°05'21"W A DISTANCE OF 337.15 FEET TO THE INTERSECTION OF SAID CENTERLINE WITH THE BOUNDARY OF A CONSERVATION EASEMENT;

THE SIDELINES OF SAID STRIP BEING SHORTENED OR LENGTHENED ON THE NORTH TO MEET THE AFORESAID RIGHT-OF-WAY OF LUCKENBILL ROAD, AND ON THE SOUTH TO MEET THE BOUNDARY OF SAID CONSERVATION EASEMENT.

SAID STRIP HAVING AN AREA OF 19,663 SQUARE FEET, 0.45 ACRES, MORE OR LESS.

EXHIBIT K
Amended Riparian Conservation Agreement

Amendment 1
Riparian Conservation Agreement
Touchet River Ranch LLC

The Riparian Conservation Agreement ("Agreement") between the **CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION**; a federally recognized Indian tribe acting through its Department of Natural Resources ("Confederated Tribes" or "CTUIR"), and **Touchet River Ranch LLC** (Owner; collectively, "the Parties") fully executed as of January 16, 2022, is amended as follows:

All conditions of the 2022 Agreement remain the same except as follows:

- **Agreements:**

  The parties agree as follows:

  - **Replace Agreement 1. Legal Description in its entirety with the following:**

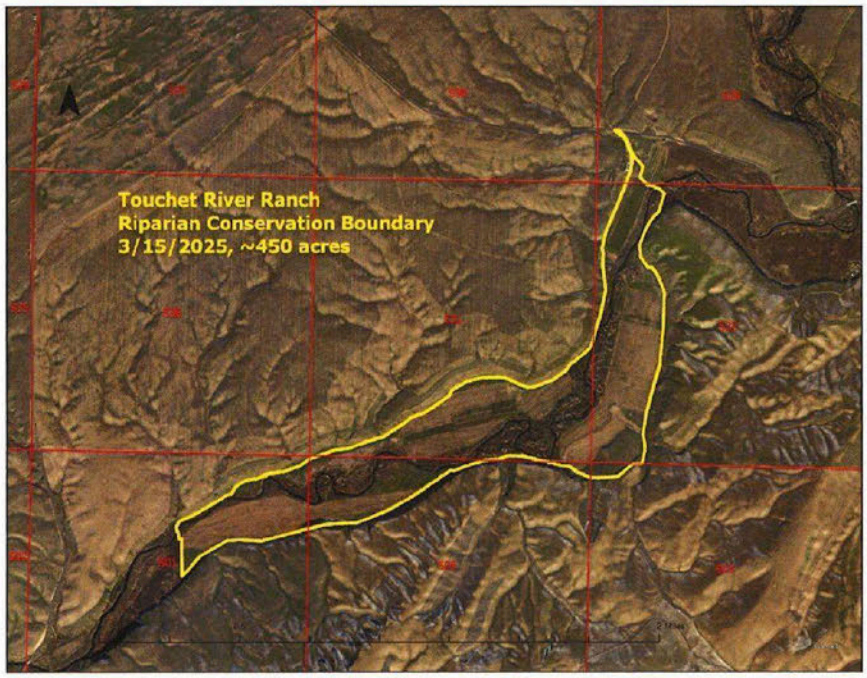
  1. Legal Description. The real property subject to the terms of this Agreement is described as follows:

     The stream corridor, riparian, stream bank, and stream channel bottom within Walla Walla County, the approximately 450-acre portion of Tax Lots 340929330005, 340929330007, 340929330004, and 340929330008 outlined in yellow in Exhibit A. Parcels are located in Township 8 North, Range 33 East, Sections 1 and 6, Township 9 North, Range 34 East, Sections 32 and 29.

  5. Effective and Termination Date. This Agreement shall be effective as of the last signature affixed below and shall terminate on June 30, 2035 **CHANGES TO** June 30, 2040.

Exhibit A:

Replace Figure 2 with the following:



In all other respects the Agreement, to which this is an Amendment, and attachments thereto, shall remain in full force and effect. This Amendment shall become effective on the date it is fully executed. This Amendment shall be attached to the Agreement as Exhibit C.

IN WITNESS WHEREOF, the Parties have executed this Amendment through their duly appointed authorized officials as of the date written below.

CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION

(b)(6)

for John D. Tovey III, Executive Director — Date 4/1/25

PROPERTY OWNERS

(b)(6)

John and Susan Gailey, Touchet River Ranch — Date 3-25-25

(b)(6) 3/25/25

Department of Energy

Bonneville Power Administration
P.O. Box 3621
Portland, Oregon 97208-3621

Transmission Business Line

February 23, 2026

Maria Leon
TitleOne: Walla Walla
5 E. Main St.
Walla Walla, WA 99362
509-516-2571 (P)
866-250-1660 (F)

Re: Escrow No. **23488613**
BPA Tract ID: UMATT-WL-15 /UMATT-AR-15

Dear Ms. Leon,

TitleOne: Walla Walla will be closing the sale of a Conservation and Restoration Easement over the property described in Title Resources Guarantee Company's Commitment for Title Insurance, File No. 23488613, Amendment/Revision No. 5 of the report effective December 30, 2025, at 7:30 a.m., (the Title Commitment) with the Blue Mountain Land Trust, a Washington nonprofit corporation, and the United States of America and its assigns, as the proposed insured. You will also close the transaction pursuant to escrow instructions from Touchet River Ranch, LLC, a Washington limited liability company, as "Seller" or "Grantor," and Blue Mountain Land Trust as "Buyer" or "Grantee." The United States of America acting by and through the Department of Energy, Bonneville Power Administration (BPA) is the acquiring federal agency and will be acquiring a third party right of enforcement in the Conservation and Restoration Easement, together with an access easement to the same.

BPA will wire funds of $2,008,795.80, contributing $2,005,000.00 toward the purchase of the Conservation and Restoration Easement, and $3,795.80 towards closing costs. Closing is scheduled to take place on February 25, 2026, or later if agreed to by the Buyer, the Seller and BPA.

Our instructions for disbursing the BPA funds are as follows. Please sign this letter in the space provided on Page 3 to show TitleOne: Walla Walla's agreement to carry out the instructions in this letter and return to me before close of business on February 23, 2026.

1. Funds. BPA will transfer funds in a wire transfer in the amount of $2,008,795.80 for the benefit of Escrow File No. 23488613 to the bank, account number and

routing number that were listed in the wire instructions provided by TitleOne: Walla Walla.

2. Conditions Precedent to Disbursing Funds. You are authorized and requested to disburse the funds deposited in this escrow by BPA only when the following conditions have been fully met:

a. You must hold a fully executed, recordable **Deed of Conservation and Restoration Easement,** conveying a conservation and restoration easement from Touchet River Ranch, LLC, Grantor, to Blue Mountain Land Trust, a Washington nonprofit corporation, and to the United States of America, acting by and through the Department of Energy, Bonneville Power Administration, Grantee.

b. You must hold a fully executed, recordable **Access Easement,** conveying access to the conservation and restoration easement subject property from Touchet River Ranch, LLC, Grantor, to Blue Mountain Land Trust, a Washington nonprofit corporation, and to the United States of America and its assigns, acting by and through the Department of Energy, Bonneville Power Administration, Grantee.

c. The documents listed above shall be recorded in the following chronological order:

    1) Deed of Conservation and Restoration Easement
    2) Access Easement Deed

d. TitleOne: Walla Walla must be prepared to close the transaction as set forth in Title Resources Guaranty Company's Commitment for Title Insurance, File No. 23488613 in which Title Resources Guaranty Company commits to issue a policy of title insurance in the full amount of the purchase price, insuring the conservation and restoration easement interest in the name of Blue Mountain Land Trust and to the United States of America and its assigns, subject only to General Exceptions and conditions of the policy to issue under instructions from the buyers and to Schedule B Exceptions 1-16, 23-25, 30-34 of Title Commitment File No. 23488613.

e. Title shall be brought down before closing. No Schedule B exceptions in addition to those listed in this letter are acceptable to BPA unless agreed to in writing.

3. Disbursement of Funds. When the conditions above have been fully met, you are to disburse the funds deposited by BPA as follows:

a. to the sellers, the contract sales price $2,005,000.00;
b. to TitleOne: Walla Walla, the statement closing fee $2,800.00;
c. to TitleOne: Walla Walla, the settlement sales tax fee $254.80;
d. to TitleOne: Walla Walla, the Access Easement recording fee $315.50;
e. to TitleOne: Walla Walla, the Conservation and Restoration Easement recording fee $425.50;
f. **to Blue Mountain Land Trust, any remaining funds deposited in this escrow by BPA.**

As soon as reasonably possible after close of escrow, please deliver a copy of the final purchaser's closing statement and a copy of the recorded documents to:

Jennifer Thomas (TERR-3)
Bonneville Power Administration
P.O. Box 3621
Portland, OR 97208-3621

or

Fax. No. (503) 230-5571

jlthomas@bpa.gov

If you have questions about these instructions, please call me at (971) 813-9822.

Sincerely,

(b)(6)

Jennifer Thomas
Realty Specialist

Accepted and agreed to this 23rd day of February 2026.

TitleOne: Walla Walla

By: (b)(6)

Title: ED

Túuši Wána Conservation and Restoration Easement

Management Plan

30 January 2026

This Management Plan is incorporated by reference into the Deed of Conservation and Restoration Easement ("Easement," Section II.I) between the Grantor, Touchet River Ranch LLC, the Grantee, Blue Mountain Land Trust (BMLT), and the United States of America, acting by and through the Department of Energy, Bonneville Power Administration (BPA), which is anticipated to be recorded on February 25, 2026. This Management Plan contains provisions for restoration and management activities on, and the use of, the Protected Property, in addition to those contained in the Easement. Touchet River Ranch, LLC, BMLT, and BPA approve this Management Plan as consistent with the Purpose and terms and conditions of the Easement in Exhibit H of that document.

Grantor:

(b)(6)

John B. Gailey
Manager and Member, Touchet River Ranch, LLC

2-25-26
Date

(b)(6)

Susan K. Gailey
Manager and Member, Touchet River Ranch, LLC

02/25/26
Date

Grantee:

(b)(6)

Amanda Martino
Executive Director, Blue Mountain Land Trust

2-25-26
Date

Bonneville Power Administration:

(b)(6)

David Kaplowe
Supervisory Fish and Wildlife Administrator

2/19/26
Date

Management Plan
Túuši Wána Easement

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Attachments

Attachment A – Final Draft Easement

Attachment B – 90% Basis of Design Report

Attachment C – Túuši Wána Floodplain Enhancement Phase 1 Final Design

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Protected Property and Land Management Plan Information

Project site or management area name	Túuši Wána
BPA Tract IDs	UMATT-WL-15 UMATT-AR-15 (separate access easement)
Site address (or Google Maps coordinates to primary access point if address not available)	6539 Luckenbill Rd, Walla Walla, WA, 99362
County	Walla Walla
Acres	438.79
Tax lot(s)	340929330004, 340929330005, 340929330007, 340929330008
Acquisition date	(Anticipated) February 27, 2026
Plan start date	February 27, 2026
Plan duration	February 27, 2026 - February 27, 2031
New plan or update? If updated, include original dates.	Original plan
Project Type: Fee Title or CE	CE
Property owner (FTA) or Grantee (CE)	Blue Mountain Land Trust
Project Grantor (for CE projects only)	Touchet River Ranch, LLC
Property manager	John and Susan Gailey
Preparer's name and affiliation	Fraser Moore, Blue Mountain Land Trust
Contact information for key on-the-ground staff (e.g., property manager; list all that apply).	Touchet River Ranch, LLC 222 Indian Ct, Richland, WA, 99352 (509) 987-3910 susangailey@aol.com Blue Mountain Land Trust PO Box 1473 Walla Walla, WA 99362 (509) 525-3136 bmlt@bmlt.org

I. Purpose and Introduction

The purpose of this Management Plan, including attachments, is to further define land management activities and use of the "Protected Property" (also referred to as "Property" herein, and commonly referred to as Túuši Wána), consistent with the "Purpose" of the Deed of Easement ("Easement") executed by Touchet River Ranch, LLC ("Grantor") and Blue Mountain Land Trust ("Grantee"), to which the United States of America, Department of Energy, Bonneville Power Administration ("Bonneville" or "BPA") is a third-party beneficiary.

The Purpose of the Easement, in summary, is to permanently identify, preserve, protect, maintain, conserve, enhance, improve, and allow for the restoration of the Conservation Values of the Protected Property, including riparian and in-stream habitat that supports Chinook salmon and summer steelhead populations, and including preventing any use of, or activity on, the Protected Property that will materially impair the Conservation Values.

The Conservation Values are fully described in the Easement, but can be summarized as: (1) Riparian Habitat along both banks of three river miles of the Touchet River, (2) Fish Species and Habitat, including but not limited to Endangered Species Act (ESA)-listed Middle Columbia River summer steelhead and bull trout and other important fish and aquatic species, (3) Wildlife Species and Habitat, including but not limited to critical winter range for white-tailed deer, mule deer (*Odocoileus hemionus*), and moose (*Alces alces*), (4) Natural, Scenic, and Open Space Values, and (5) Planned Restoration Work and Protected Water, as further described below.

The Final Draft Easement is attached to this Management Plan as Attachment A. The capitalized words and terms in the Management Plan that are not defined in the Management Plan have the meanings given to them in the Easement unless the context clearly indicates otherwise. The Management Plan implements Section II.I of the Easement, which provides:

> As of the Effective Date of [the] Easement, the Parties [Grantor and Grantee] have jointly developed and agreed to a written plan for management of the Protected Property ("Management Plan") and which the Grantee and Bonneville have determined to be consistent with [the] Easement (see Exhibit H [of the Easement], Acknowledgment of Management Plan). The Management Plan will be kept on file at the offices of Grantee, CTUIR [Confederated Tribes of the Umatilla Indian Reservation], and Bonneville. The Management Plan will be revised, as necessary, by Grantee in the event of a change of ownership of the Protected Property or every five (5) years, or when it is necessary to address changed circumstances affecting the Protected Property. The Management Plan and any amendments thereto shall be consistent with the terms and conditions of [the] Easement and shall require the written approval of the Parties and Bonneville, each in their sole discretion, before taking effect. In no case may the Management Plan permit any use of the Protected Property that is prohibited by the terms of [the] Easement. In the event of a conflict, the terms and conditions of [the] Easement shall prevail over the Management Plan. The Management Plan is binding on Grantor's successors and assigns.

The Management Plan will serve to document the purpose, intent, and process for developing, reviewing, and implementing management actions consistent with the Easement and local, state, and federal law and regulation. The Management Plan is not intended to duplicate or revise the provisions of the Easement or the Baseline Inventory (sometimes referred to as the "Baseline Report" or "Baseline Inventory Report") for the Property. If the Easement is more restrictive or prescriptive than this Management Plan, the Easement will control. However, the Management Plan may include additional restrictions or affirmative requirements not included in the Easement, if the Parties agree that these provisions are appropriate to protect the Conservation Values.

Management actions described in this Management Plan will be developed and implemented to preserve and enhance the Conservation Values and natural resources of the property over time. In the event management actions inadvertently result in short term degradation of the Conservation Values, management shall adapt to ensure the restoration of those impacted values and avoidance of future injury. Blue Mountain Land Trust will conduct annual monitoring to ensure that the Conservation Values are maintained or improved, consistent with the Purpose of the Easement.

This Management Plan will be reviewed and revised as needed to adjust to changes in circumstances on the ground, but will be reviewed in its entirety in 2029 and at least every five years thereafter, or upon a change in ownership of the Protected Property. The Parties will collaborate on Management Plan revisions to ensure timely and smooth review and approval, consistent with the provisions of the Easement.

II. Property Location

The Protected Property subject to the Easement and this Management Plan is located in Walla Walla County, approximately 15 miles northwest of the City of Walla Walla, WA (Figure 1). A full legal description of the Protected Property is included as Exhibit A in the Easement (Attachment A, Final Draft Easement). The Protected Property comprises 438.79 acres, a portion of Grantor's larger 492.75-acre real property, which will be permanently protected under the Easement. The Protected Property is situated along both banks of the Toucher River, at River Miles (RM) 14 and 17.

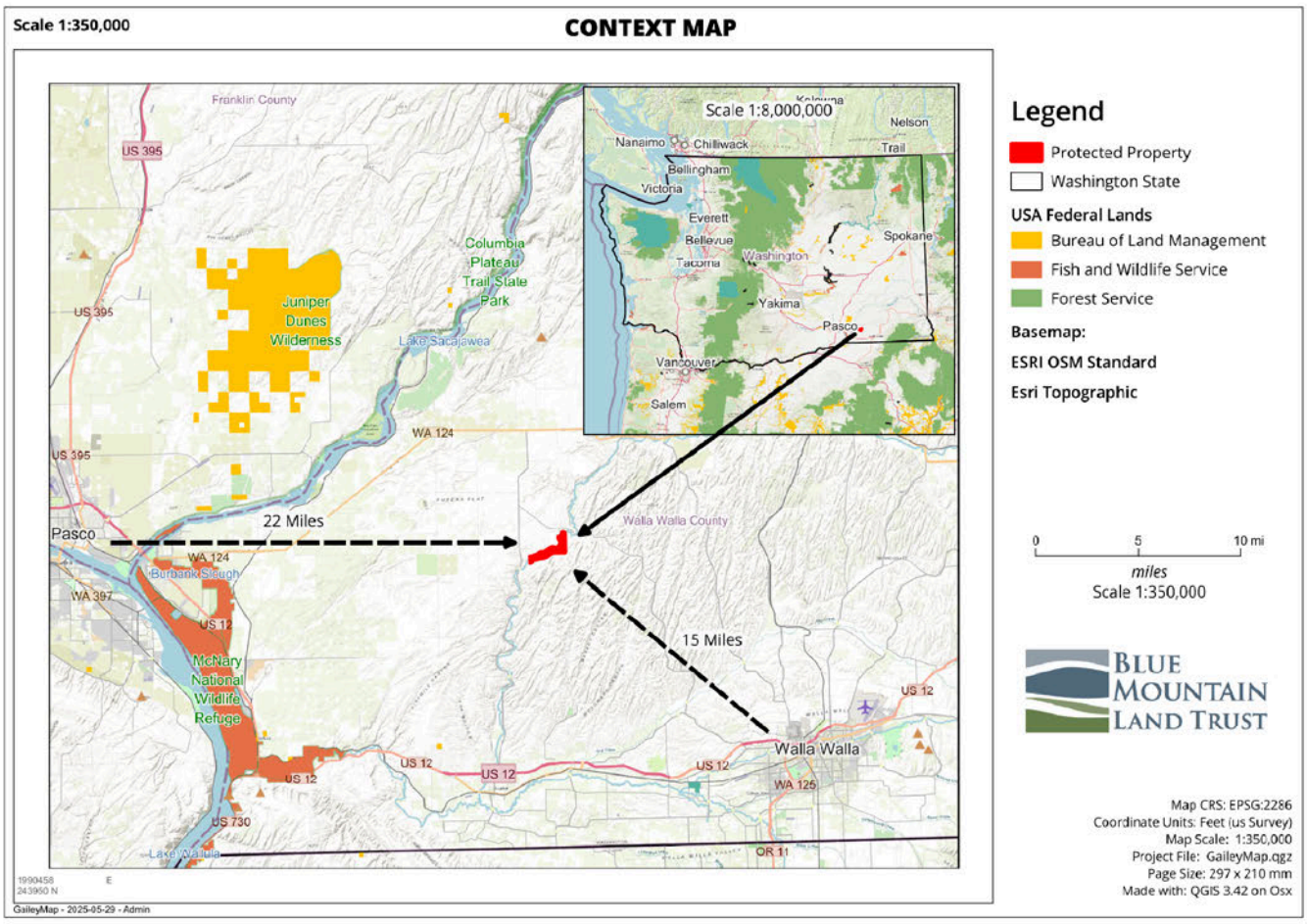
III. Historic Protected Property Conditions

Historically, the Touchet River Watershed was a more highly diverse ecological system that spanned a wide range of landscapes (Attachment B; Mendel et al., 2014; CTUIR, 2014). Old-growth forest communities in the headwater areas provided shade for streams as well as upland areas, which attenuated snowmelt and allowed water to be stored well into late spring and early summer. The relatively slow snowmelt maintained cool water and sustainable flows throughout the summer season, allowing for reliable groundwater recharge, which further contributed to maintaining flows and good water quality. Additionally, the forest communities provided a source of large woody material that was entrained throughout the system, resulting in complex channels throughout the entire stream network. The middle and lower segments of the watershed, where valley width increases, were likely characterized by sinuous complex channels, side channels, and beaver dam complexes that were maintained by abundant large woody material and valley-spanning deciduous riparian communities. Plant communities in the middle and lower elevations consisted primarily of grasslands and shrub-steppe in the uplands and deciduous trees and shrubs in riparian areas. The riparian

valleys captured and stored high flows and fine sediment, which created wetlands and a highly diverse landscape that supported a commensurate diversity of fish and wildlife. Overall, the watershed was an interconnected network of streams, floodplains, and uplands that functioned as one complete ecological system.

The current condition of the Protected Property is more fully described in the Baseline Inventory Report dated 01/15/2026 and incorporated into the Easement by reference.

Figure 1. *Protected Property Context Map and vicinity to Walla Walla and the Tri-Cities.*



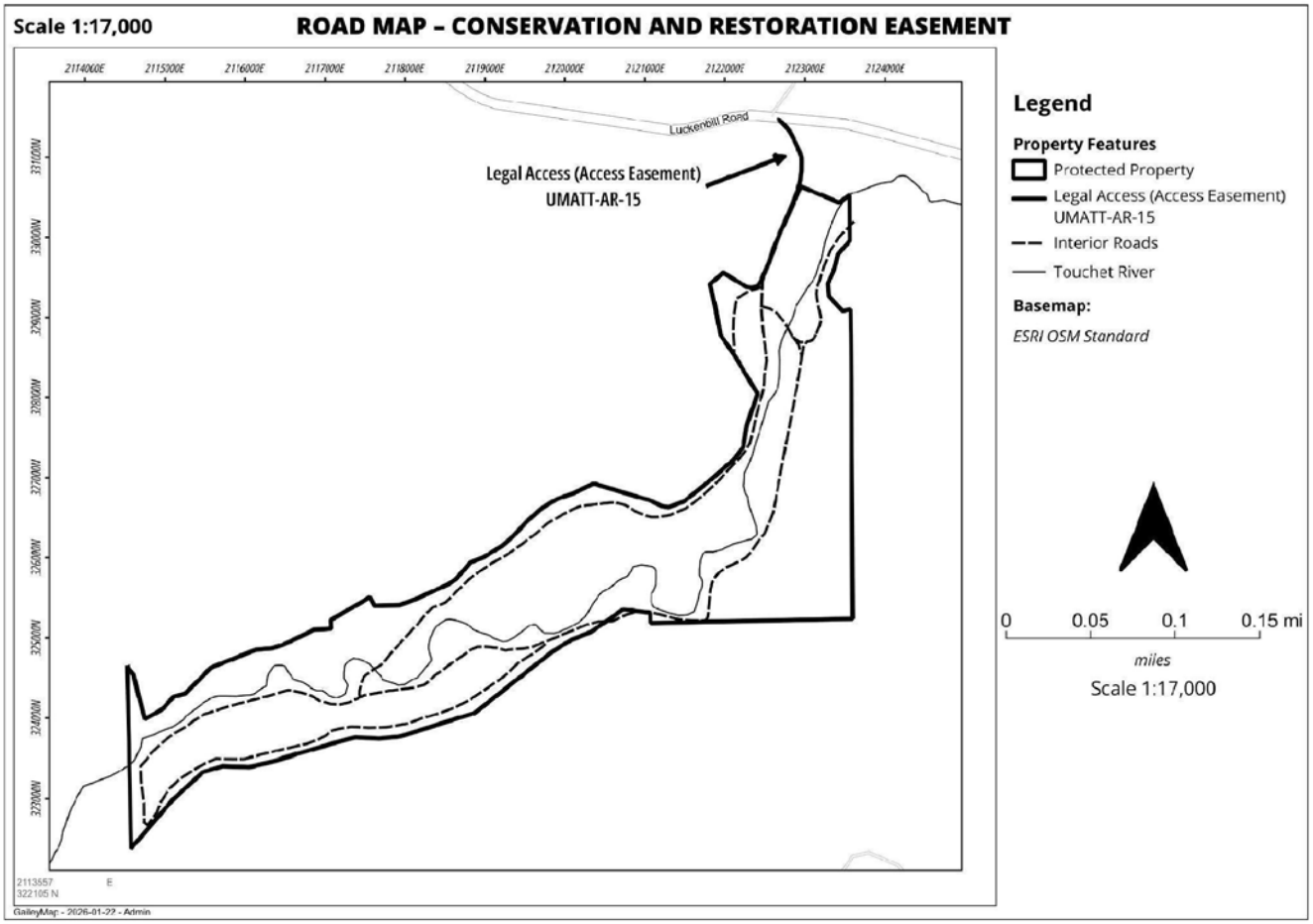
IV. Access to the Protected Property

From Walla Walla, take US-12W towards Pasco. Turn right onto Sudbury Road and after 10.9 miles, turn left onto Luckenbill Road. After 6.5 miles, the Protected Property will be on the left.

The Protected Property is accessed by BMLT, BPA, and the CTUIR through a separate, standalone access easement across Grantor's property, outside of and adjacent to the Protected Property, from Luckenbill Road (Figure 2; BPA Tract ID UMATT-AR-15). Once executed, the access easement will be recorded in the records of Walla Walla County, Washington. The access easement includes the perpetual and irrevocable right to enter the Grantor's property for the purpose of ingress and egress to the Protected Property for

BMLT, BPA, and the CTUIR. The access easement location is as shown in Figure 2. This right of access includes utilizing motor vehicles, drones, or on foot.

Figure 2. *Road map detailing (a) the legal access to the Protected Property and (b) the interior roads which shall remain after the completion of the Planned Restoration Work.*



The Easement and this Management Plan extend no right of access, entry to, or use of the Protected Property by the general public. Grantor retains the sole and exclusive right to grant any public access to the Protected Property, and all such access must be consistent with the Purpose and the terms and conditions of the Easement and shall not materially impair the Conservation Values. Third-party trespass is a potential threat to the Conservation Values, especially for hunting and fishing access. Currently, the Protected Property is regularly visited by the landowner and will be annually monitored by BMLT staff to document existing conditions and identify evidence of unauthorized access.. The Protected Property is intermittently fenced, and signs posting the area as "private" may be added to deter trespass.

Grantor may not take any action that restricts the access rights of Grantee, Bonneville, or the CTUIR collectively pursuant to Section II.F.2 of the Easement, the access easement, and the CTUIR's Riparian Conservation Agreement.

In addition to Grantee, there are a number of third-party rights-of-way, detailed in the Baseline Inventory Report and its Attachments G (Third Party Easement Map) and L (Preliminary Title Report).

Grantor shall take reasonable measures to ensure that all lessees, licensees, permittees, and guests on the Protected Property comply with the provisions of the Easement and this Management Plan, including but not limited to complying with the provisions of Section II.G.10.b of the Easement regarding less-than-fee grant of rights such as leases, licenses, permits, mortgages, and easements. Grantor is liable for any violation of this Management Plan or the Easement by others, including but not limited to lessees, licensees, permittees, and guests on the Protected Property (see Section II.M.1 of the Easement).

V. Current Ecological Setting

The following subsections describe in detail the current ecological setting of the Protected Property. Variables used to describe the ecological setting include habitat and existing vegetation, focal species, invasive vegetation, and geomorphic and hydrological conditions. Historical data is used to describe surface and in-stream alterations over time, resulting in current conditions. Historical practices that occurred on the property, including intensive riparian clearing, wood removal, channelization, and levee construction, along with their associated impacts, are also discussed in reference to the current ecological setting.

Habitat and Existing Vegetation Type

The habitat and cover types are tightly linked to anthropogenic impacts. The dominant habitat and vegetation communities documented within the Protected Property are agriculture and introduced upland vegetation (Table 1, Figure 3). Utilizing LANDFIRE's (LF) 2023 Existing Vegetation Type (EVT-ES), BMLT staff calculated the acreage of each vegetation type on the Protected Property. EVT-ES represents the current distribution of the terrestrial ecological systems classification, developed by NatureServe for the western hemisphere, through 2016. A terrestrial ecological system is defined as a group of plant community types (associations) that tend to co-occur within landscapes with similar ecological processes, substrates, and/or environmental gradients (LANDFIRE, 2016). It is worth noting that there is a degree of error in this analysis, as LF is a national analysis, and each pixel covers 30 square meters (~323 ft², 0.007 acres). Additionally, the data represent some cells as orchards and vineyards. These cells are incorrectly ascribed, because there are no orchards or vineyards on the Protected Property. While rough, these data still provide valuable information on existing vegetation. Additional information on the Touchet River's current degraded ecological condition is documented in the 90% Basis of Design Report (Attachment B).

These existing vegetation type data reveal that the Protected Property is dominated by agricultural vegetation. Indeed, agriculture-associated vegetation occurs across 82.62% of the Protected Property, with the most common being Western Cool Temperate Close Grown Crop (104.7 acres, 24%). Native vegetation constitutes only 4.46% of the Protected Property, with Inter-Mountain Basin's Big Sagebrush Steppe (8.8 acres) being the most common native vegetation type. As documented and observed in the Baseline Inventory Report, this native vegetation exists in an isolated fragment along the north-facing hillside. BMLT staff hypothesize that the north-facing hillside provides more moisture than the south-facing hillside, allowing for native vegetation to remain vigorous in spite of pressure from invasive annual grasses. Ruderal

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or introduced species occupy 2.51% of the Protected Property, and 10.90% of the Protected Property is considered Open Water. In conclusion, the vast majority of the Protected Property is dominated by agricultural-associated vegetation types (82.62%), with only a minority (3.97%) considered native.

***Table 1**. Analysis of existing vegetation type on the Protected Property using Land Fire's 2023 Existing Vegetation Type data.*

Land Fire Existing Vegetation Type Analysis			
Habitat Category	Existing Vegetation Type (EVT)	Area of EVT (Acres)	Habitat Category (% of total Acres)
Native	Inter-Mountain Basins Big Sagebrush Shrubland	1.2	
	Columbia Plateau Steppe and Grassland	0.8	
	Inter-Mountain Basins Big Sagebrush Steppe	**8.8**	
	Columbia Basin Foothill and Canyon Dry Grassland	5.2	**3.97%**
	Columbia Basin Foothill Riparian Woodland	0.2	
	Inter-Mountain Basins Cliff and Canyon	1.0	
	Columbia Basin Foothill Riparian Shrubland	0.2	
Agricultural	Western Cool Temperate Developed Herbaceous	0.4	
	Western Cool Temperate Orchard	6.9	
	Western Cool Temperate Vineyard	4.8	
	Western Cool Temperate Row Crop - Close Grown Crop	38.4	
	Western Cool Temperate Row Crop	**63.6**	**82.62%**
	Western Cool Temperate Close Grown Crop	**104.7**	
	Western Cool Temperate Fallow/Idle Cropland	21.1	
	Western Cool Temperate Pasture and Hayland	**99.7**	
	Western Cool Temperate Wheat	20.2	
Ruderal / Introduced	Great Basin & Intermountain Introduced Annual Grassland	5.2	
	Great Basin & Intermountain Introduced Perennial Grassland and Foreland	1.0	
	Interior Western North American Temperate Ruderal Shrubland	1.2	**2.51%**
	Great Basin & Intermountain Ruderal Shrubland	3.5	
	Interior West Ruderal Riparian Scrub	0.2	
Abiotic	**Open Water**	**47.4**	**10.90%**
	Total Acres	**435.5**	**100%**

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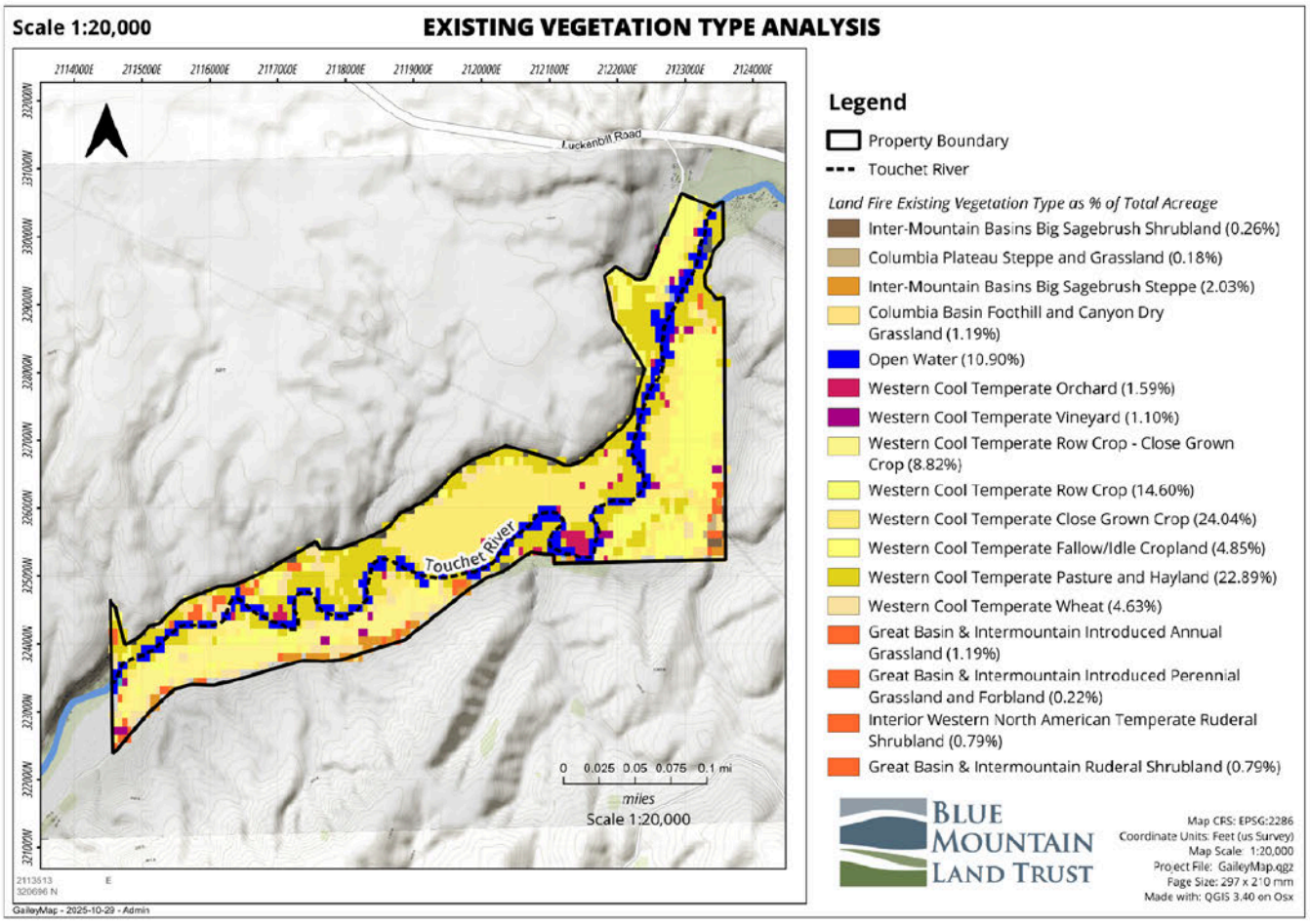
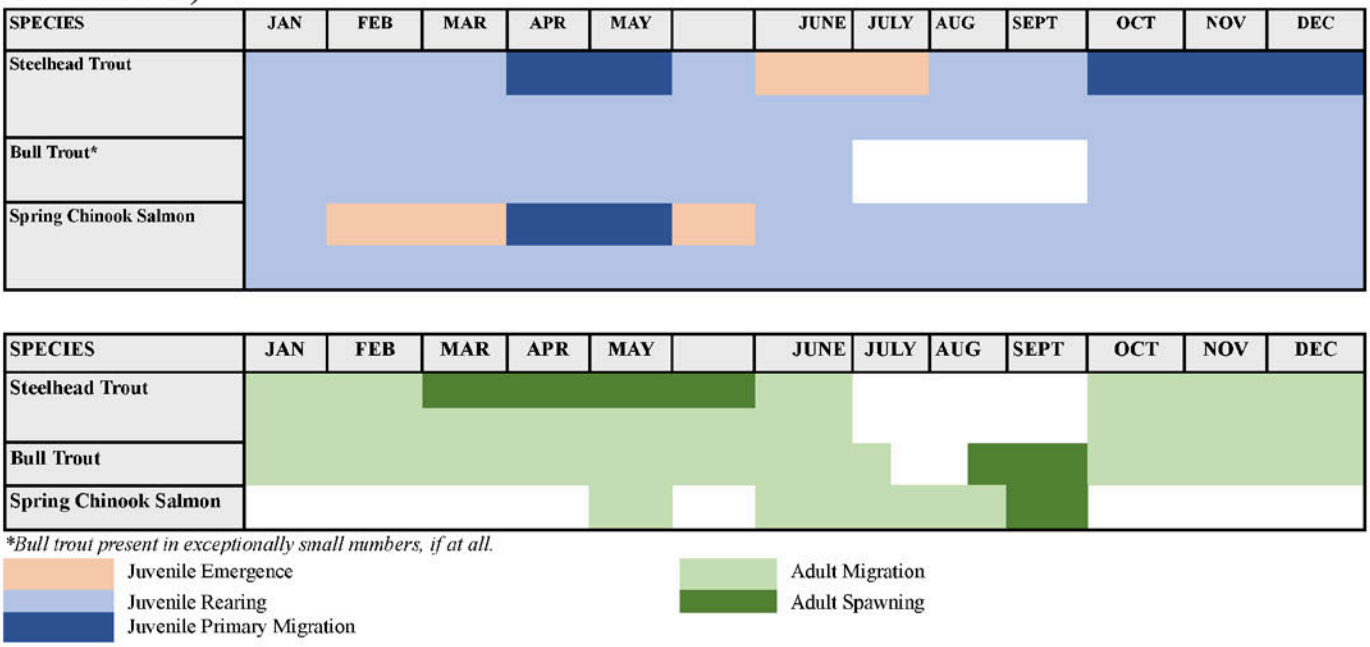
Figure 3. *Map of existing vegetation type on the Protected Property using Land Fire's 2023 Existing Vegetation Type data.*



Focal Species

The Touchet River in the vicinity of the Protected Property is home to ESA-listed (threatened) Middle Columbia River Steelhead (*Oncorhynchus mykiss*) and Columbia River Bull Trout (*Salvelinus confluentus*) and their designated critical habitat, and other important fish and aquatic species, including reintroduced Middle Columbia Spring Chinook Salmon (*O. tshawytscha*), resident redband and rainbow trout, and Pacific lamprey. While Bull Trout are present in the headwaters of the basin, and are known to overwinter in mainstream reaches, they are not anticipated to regularly inhabit the Protected Property. Little empirical data is available on fish use of the Touchet River within the Protected Property; it is assumed to be primarily a migration corridor for adults migrating upstream to spawning areas and for juveniles migrating downstream to the ocean. Resident fish, including native Redband and Rainbow trout, as well as non-native Smallmouth and Largemouth bass, are also assumed to use the Protected Property throughout the entire year. The timing of life stage use by species for the larger Touchet River basin is discussed in subsequent subsections, and an overview of Touchet basin life stage use timing for species of interest is presented in Figure 4 below.

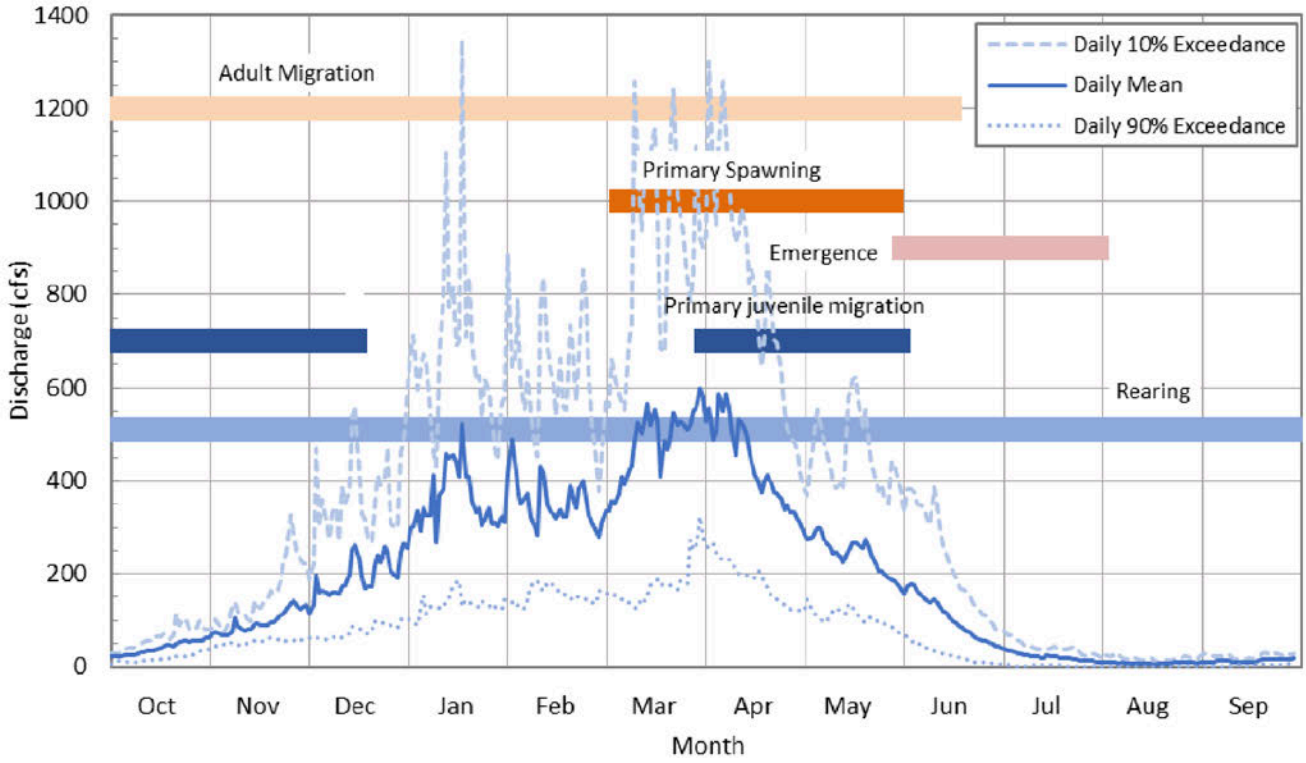
***Figure 4**. ESA listed fish use timing in the Protected (Attachment B; CTUIR, 2014; Steve Martin, personal communication)*



Focal Species: Touchet Basin Steelhead

Adult steelhead may start to move into the Touchet watershed as early as September if flows and water temperatures are sufficient, and migration typically continues through June (Attachment B). Adult Steelhead may also hold in the Columbia and lower Walla Walla Rivers in the fall, migrating up into the tributaries near spawning areas in January. Peak upriver migration, when Steelhead would be passing through the Protected Property, typically occurs in March and April, just before spawning (Figure 5). Spawning and juvenile rearing occur mostly in the upper portions of the watershed above the Protected Property. Upstream of the Protected Property, the majority of Steelhead fry emerge between June and July, just as the hydrograph typically drops to near base flow and water temperatures rise (Moyle et al., 2002; Quinn, 2005). Age-0 juveniles spend their first year primarily in shallow riffle habitats, feeding on invertebrates and using overhanging riparian vegetation and undercut banks for cover (Moyle et al., 2002; USFWS, 1995). Older juveniles prefer faster-moving water, including deep pools and runs (USFWS, 1995). Juvenile outmigration is bimodal, with fall outmigration of small (likely Age-0) juveniles in October–December and spring outmigration of transitional and smolt-sized fish in April and May (CTUIR, 2014). Juveniles out-migrating in the fall may be leaving the drainage or looking for rearing / overwintering areas in the lower Touchet or Walla Walla Rivers. Juveniles out-migrate between ages zero and three, though some may hold over and display a resident life history form in reaches upstream of the Protected Property (Mendel et al., 2014).

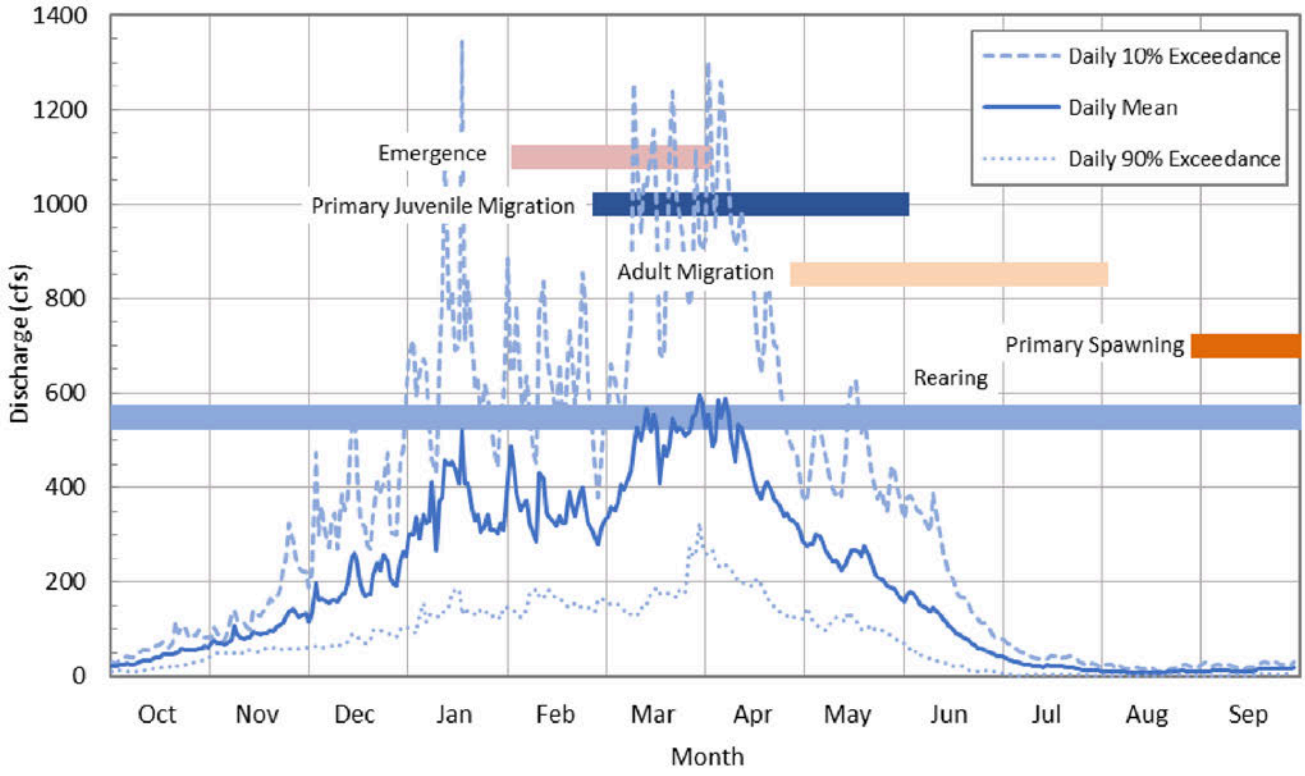
***Figure 5**. Steelhead (Oncorhynchus mykiss) life history timing in the Touchet River and Walla Walla River watersheds overlaid on discharge in the Protected Property (Attachment B).*



Focal Species: Touchet Basin Spring Chinook

Native spring Chinook were considered extirpated from the greater Walla Walla River subbasin in the mid-20th century, but recent reintroduction efforts have re-established a naturally spawning population (CTUIR, 2014; Attachment B). Spring Chinook return to the Touchet River between April and July, with peak migration likely occurring through the Protected Property between March and May, though some late-returning fish may be delayed due to high water temperatures and finish their final upstream migration through the Touchet in September as temperatures drop (Figure 6). Peak return coincides with a strong decline in the hydrograph and a simultaneous increase in water temperatures, forcing Chinook to migrate further upstream to avoid stranding and/or potentially lethal temperatures, particularly in drought years (Mendel et al., 2014). Most of the spawning occurs in September upstream of the Protected Property, with fry emerging in February and March. Emergence coincides with the rising hydrograph, forcing juveniles to seek out backwater or margin areas with lower velocities, dense cover, and abundant food (Quinn, 2005). As they increase in size, juveniles begin to select for deeper and faster-moving water, particularly areas with overhanging cover (Moyle et al., 2002b). These areas provide more holding and feeding habitat areas for the larger juveniles to occupy. Middle Columbia spring Chinook express a stream-type life history, meaning they rear in freshwater for at least one year before out-migrating in the spring as yearlings.

Figure 6. *Chinook (*Oncorhynchus tshawytscha*) life history timing in the Touchet River and Walla Walla River watersheds overlaid on discharge in the Protected Property (*Attachment B*).*



Invasive Plant Species

Invasive plants have the potential to threaten the Conservation Values. While no weed survey has been completed, 17 introduced plant species were identified by BMLT staff. Of those 17, 9 are considered noxious by the State of Washington, but none are designated for control by Walla Walla County (Table 2; Washington State Noxious Weed Control Board, 2019). Of these noxious plant species, false indigo bush (*Amorpha fruticosa*) is among the most abundant, thriving on the incised banks of the Touchet River. Other highly abundant noxious species include poison hemlock (*Conium maculatum*) and hoary cress / white top (*Lepidium draba subsp. draba*) along the riparian areas, and Cheatgrass (*Bromus tectorum*) and yellow starthistle (*Centaurea solstitialis*) in the drier uplands. However, a weed survey would need to be conducted to accurately assess species presence, abundance, and distribution.

Table 2. *Noxious Weeds Known or Potentially Occurring in the Project Area**

Noxious Weed Common Name	Noxious Weed Scientific Name	Washington State Weed Board Classification**	Walla Walla County Class B Designate***Classification
absinth wormwood	Artemisia absinthium	C	—
Canada thistle	Cirsium arvense	C	—

cheatgrass	Bromus tectorum	C	—
common tansy	Tanacetum vulgare	CB	—
false indigo bush	Amorpha fruticosa	B	—
field bindweed	Convolvulus arvensis	C	—
hoary cress / whitetop	Lepidium draba subsp. draba	CB	—
houndstongue	Cynoglossum officinale	B	—
kochia	Bassia (Kochia) scoparia	B	—
poison hemlock	Conium maculatum	B	—
tumbleweed	Salsola tragus	B	—
yellow starthistle	Centaurea solstitialis	B	—

*Noxious weeds observed during BMLT site visits.

**A-Listed weeds occur in small-enough infestations to make eradication or containment possible; or if not known to occur, their presence in neighboring states makes future occurrence in Washington seem imminent. B-Listed weeds are regionally abundant but may have limited distribution in some counties. C-listed weeds are widespread in Washington, and county weed boards are allowed to require control if locally desired (Washington State Noxious Weed Control Board, 2019).

*** Certain Class-B Species are designated for required control in regions where they are not yet widespread. Preventing new infestations in these areas is a high priority. None of the listed noxious weeds observed on the property are Walla Walla Class B Designates.

As detailed in the Revised Code of Washington (RCW) 17.10, Grantor is required by law to remove or eradicate weeds listed as Class A noxious weeds in the State of Washington or Walla Walla County. Grantor shall make reasonable efforts to control weeds that are listed as B noxious weeds in Walla Walla County or Washington State. Grantor may, but is not required to, also control other noxious weeds or invasive non-native vegetation. Grantor may engage in mowing of directly affected ground, manual or mechanical removal of individual plants, and spot application of herbicides without notice to Grantee. Any application of herbicides shall be done in full compliance with all applicable laws and Section II.G.4 of the Easement. Any mowing or application of herbicides affecting an area greater than 10 acres shall require the prior approval of Grantee. Pursuant to Section II.G.4 of the Easement, herbicide and pesticide use is permitted to control the species and abundance of invasive plants, including, but not limited to, those listed in Table 2. Herbicides and pesticides must be limited to plant species, and the use of said chemicals must remain compliant with all applicable federal, state, and local requirements.

The intentional introduction of weeds required to be eradicated or controlled as a noxious weed pursuant to Washington state classifications and designated by Walla Walla County as Class A or B weed is prohibited on the Protected Property. Prior to the introduction of plant species meeting these criteria, the plant species

must be deemed necessary for riparian restoration, wildlife food, wildlife habitat, or upland restoration by CTUIR and mutually agreed upon by Grantor and Grantee.

Geomorphic and Hydrologic Conditions

Habitat conditions for juvenile and adult salmonids, as well as the riparian processes that support the formation of aquatic habitats, have been impaired within the Protected Property due to fine sediment inputs, channelization, bank armoring (riprap), floodplain grading, channelization, and riparian clearing (Attachment B; Figure 7; Figure 8; Figure 9). Degraded watershed conditions include the following items, which impact habitat formation and maintenance at the Protected Property:

- Large-scale soil erosion across the basin due to agriculture;
- Summertime water availability and temperature;
- Channelization and bank stabilization;
- Floodplain grading;
- Riparian forest clearing;
- Decreased channel complexity with uniform morphology;
- Decreased quantity and quality of habitat diversity, especially large wood and pools;
- Decreased sediment sorting and routing;
- Minimal instream thermal diversity throughout the year;
- Decreased floodplain connectivity and frequency of inundation;
- Decrease in riparian extents and function and native vegetation; and
- Decreased areas suitable for adult spawning and juvenile fish rearing.

***Figure** 7. Aerial photos from 1952 (left) and 1964 (right) focusing on the lower portion of the Protected Property where floodplain vegetation (likely cottonwoods) in the 1952 image was removed by the 1964 image (Attachment B).*

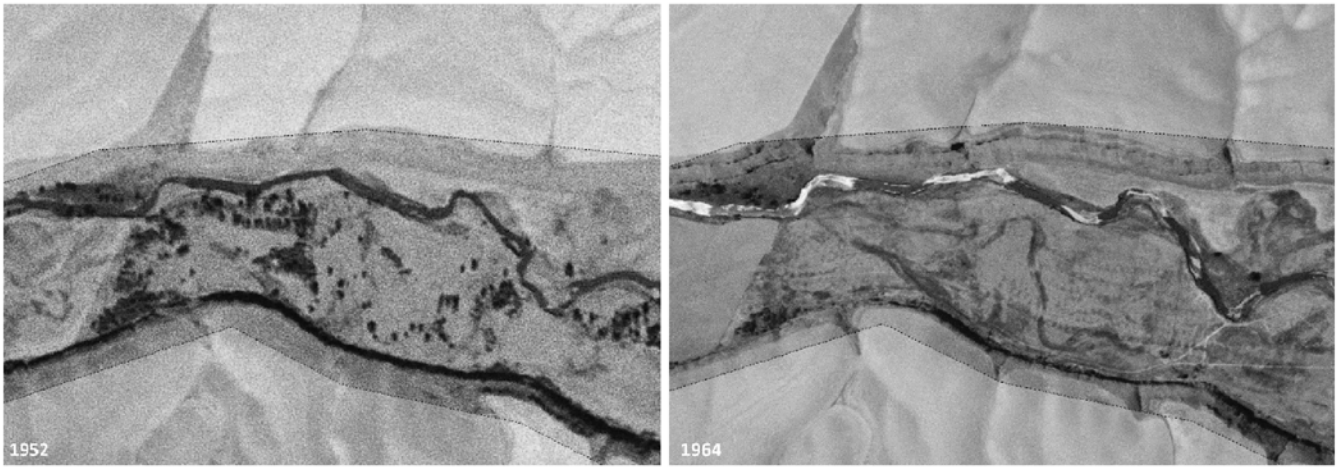
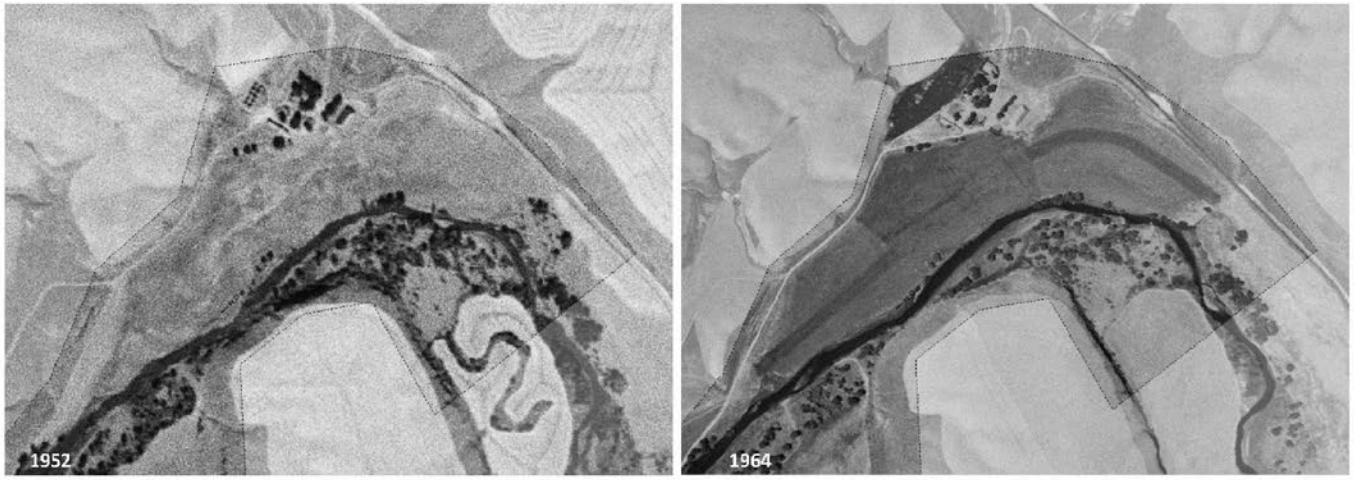


Figure 8. *Aerial photos from 1952 (left) and 1964 (right) focusing on the uppermost portion of the Protected Property, where a well-defined floodplain channel visible in the 1952 image (valley left upstream end) was filled and incorporated into an agricultural field by 1964 (Attachment B).*



Anthropogenic impacts have fundamentally changed the geomorphic and hydrologic processes on the Touchet River. To further demonstrate the dramatic effect of these changes, the Touchet River is presently isolated from the valley bottom throughout most of the Protected Property, with banks 8-10+ feet tall. Test pit excavation completed by Inter-Fluve in 2024 revealed that a combination of fine sediment aggradation on the floodplain, limited wood recruitment, and anthropogenic channel confinement has reduced the channel's ability to adjust laterally and form a modern, connected floodplain across much of the Protected Property. As a result, the water table is 12+ feet below the surface level. Because riparian plants rely on their roots meeting the water table 2-4 feet below the surface level, the 10+ foot difference has made it virtually impossible for riparian plant communities to establish.

Figure 9. *Photo taken by Inter-Fluve in 2024, demonstrating the 10− ft channel incision and fine sedimentation (Attachment B).*

VI. Planned Restoration Work

Since Euro-American settlement, the general setting of the Protected Property has been an agricultural landscape. The dominant past and present land use in the Protected Property is agriculture. As summarized above in Section I, the Purpose of the Easement is to permanently identify, preserve, protect, maintain, conserve, enhance, improve, and allow for the restoration of fish and wildlife habitat, open space, and other Conservation Values and natural resources of the Protected Property over time (see Purpose and Conservation Values as summarized above in Section I and in Attachment A).

Also as summarized above in Section I, the Easement identifies riparian habitat and fish species and habitat as Conservation Values – and the Planned Restoration Work and Protected Water is its own standalone Conservation Value. The Easement specifically recognizes that the CTUIR has entered into a Riparian Conservation Agreement with Grantor to conduct the Planned Restoration Work (see Section I.B and Exhibit C of Attachment A). It also specifically recognizes that the CTUIR is responsible for the planning, designing, and proposed and final phased implementation and monitoring and evaluation of a large-scale habitat restoration project – the Túuši Wána Floodplain Enhancement Project, aka the Planned Restoration Work – along approximately three river miles of the Touchet River occurring entirely within the Protected Property. Most funding for this work was acquired from external grants, but some was provided by BPA (see Sections I.B and I.F of Attachment A). Bonneville conducted a Supplement Analysis for the Columbia River Basin Tributary Habitat Restoration Programmatic Environmental Assessment to fulfill the requirements of the National Environmental Policy Act in support of the proposed funding and work.

To support the Planned Restoration Work, Grantor and CTUIR have jointly identified limiting factors to focal species, summarized in Attachment B, 90% Basis of Design Report. To tackle these limiting factors, they developed a Floodplain Enhancement Plan, Attachment C, Túuši Wána Floodplain Enhancement Phase 1 Final Design. This Floodplain Enhancement Plan will be implemented in phases, starting in 2025 and likely continuing until 2035.

Habitat Restoration Goal

Driven by the CTUIR's River Vision, the goals of this project are focused on improving habitat for fish and wildlife along the Touchet River (Jones et al., 2008; Attachment B; Attachment C). The project goals are to:

- Improve holding, overwintering, and migration refugia habitat throughout the reach to support upstream migrating adult salmonids;
- Improve high-flow refugia and rearing habitat for juvenile salmonids using the lower reaches of the Touchet River for rearing and/or outmigration;
- Recovery of more natural river valley geomorphic processes through the installation of a large quantity of large wood structures (LWS) intended to initiate and maintain hydraulic variability leading to a more complex channel planform (e.g., split flows) and depth variations (e.g., pools and bars) for mid-term timescales; and

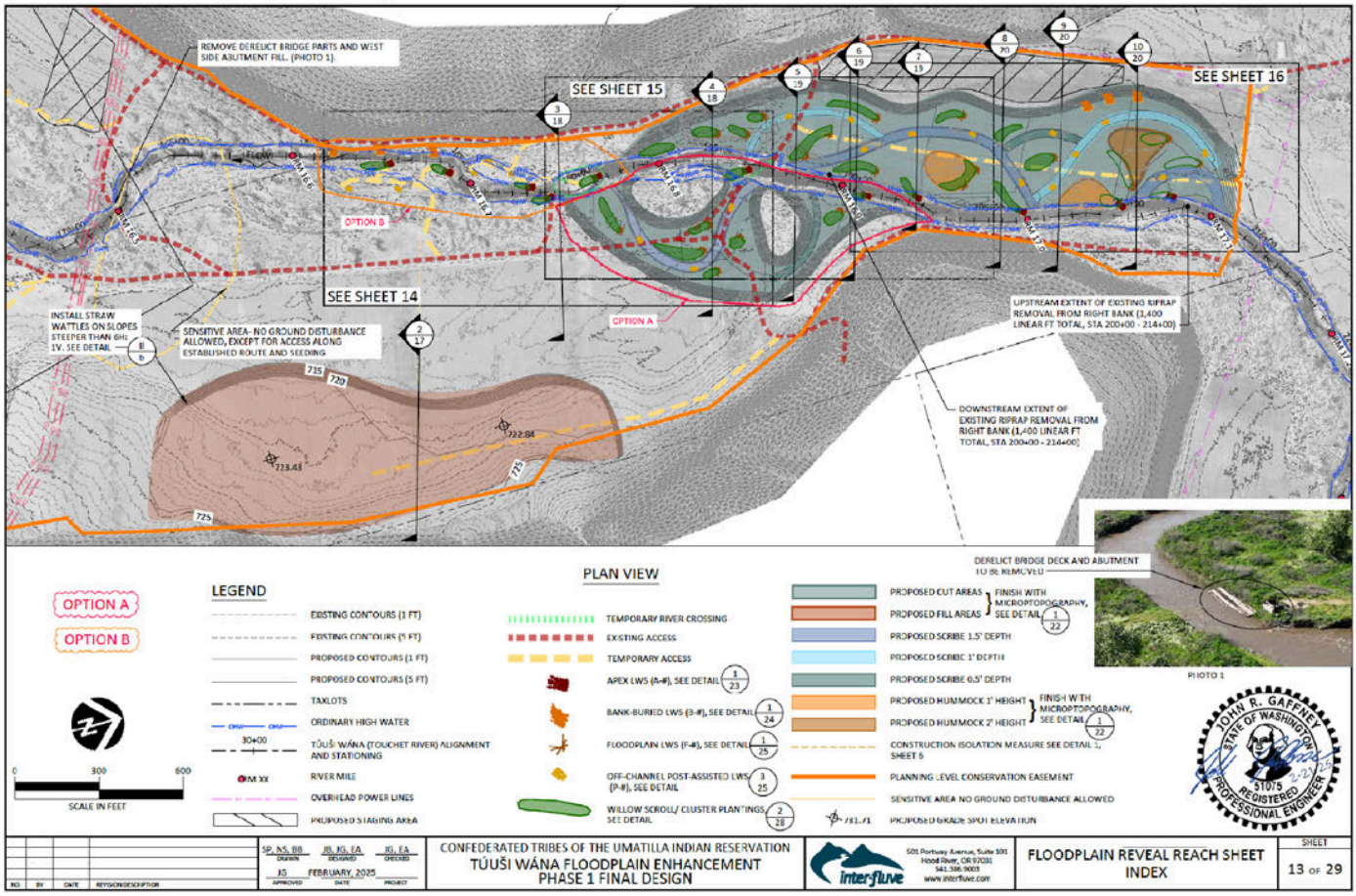
- Recovery of more natural riparian processes by installing many live cuttings and other plantings of native riparian vegetation to initiate and maintain an extensive and diverse forested valley bottom for long-term timescales.

Because much of the Planned Restoration Work will be implemented following the effective date of the Baseline Inventory and Easement and will result in short- and long-term changes to the Protected Property and Conservation Values, Grantee will within eighteen (18) months of the completion of Planned Restoration Work, create an Amended Baseline Inventory. The Amended Baseline Inventory (see below and Section II.E.2 of Attachment A) will capture the restored conditions of the Protected Property.

Components of the Planned Restoration Work - Floodplain Reveal Treatment

Occurring along RM 16.5 to 17.1, the Floodplain Reveal Treatment intends to accelerate extensive, frequent, and sustained floodplain engagement (Figure 10; Attachment B; Attachment C). This approach is expected to realize project benefits on the more immediate (immediately post-construction) and near-term (1 to 3 years) time scales. These benefits will be achieved through excavation ("floodplain reveals") by exposing a floodplain surface compatible with and just above the established long profile of the Touchet River's gravel bed channel that has been found to sustain the river's base-level elevation profile. The floodplain also reveals target elevations that will encourage and sustain passive revegetation. This approach will be paired with channel and floodplain structural elements (e.g., large woody structures), which will be placed along the channel margins and across the floodplain. Placing these large woody structures is intended to promote moderate to long-term (60 to 150 years) channel aggradation and enhanced floodplain-forming and riparian processes. The Túuši Wána Floodplain Enhancement Phase 1 Final Design details the Floodplain Reveal Treatments in more detail (Attachment C).

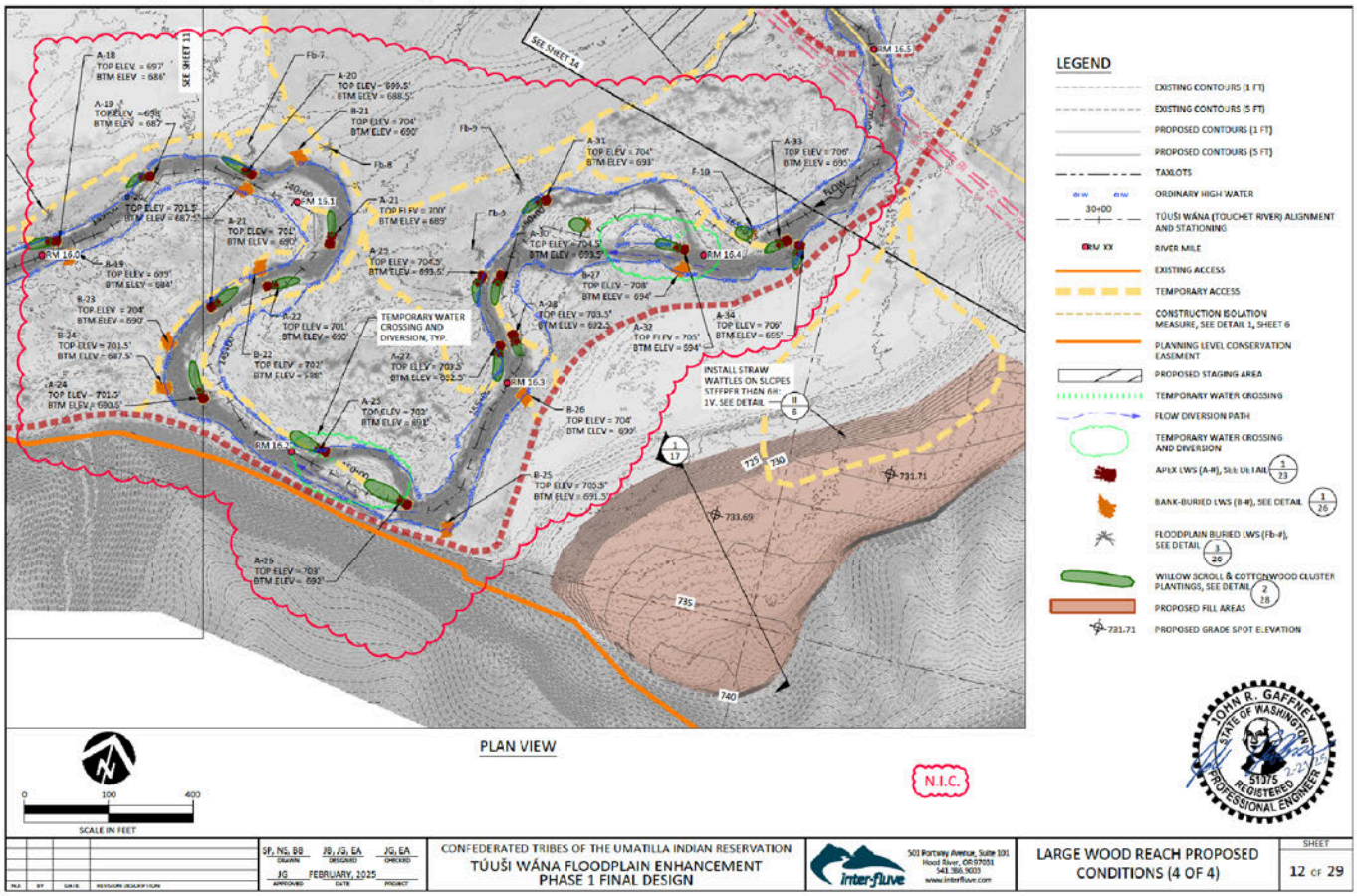
Figure 10. *Most upstream reach on the Túuši Wána Floodplain Enhancement Phase 1 Final Design Plans (see Attachment C for full plans).*



Components of the Planned Restoration Work - Large Wood Treatment

From RM 14.9 to 16.5, a more indirect approach for adding large woody structures (LWS) will be taken (Figure 11; Attachment B; Attachment C). This approach aims to initiate lateral channel migration and aggradation. The in-channel LWS, including the apex and bank-buried LWS, will serve as a proxy to mimic the structure provided by historical mature cottonwood trees. These structures aim to promote lateral water movement and act as deflection points for the channel to respond to and migrate around. This is intended to jump-start the development of riparian vegetation "nursery sites," primarily downstream points and along mid-channel bars. These will be paired with live cuttings that will be installed to extend below the low water level. While this approach may not have the same immediate effect as the Floodplain Reveal Treatment, when implemented alongside the Floodplain Reveal Treatment Reach, it provides a paired strategy that will yield longer-term benefits and offer an opportunity to compare treatment approaches that may inform future watershed restoration efforts. The Túuši Wána Floodplain Enhancement Phase 1 Final Design details the Large Wood Treatment in more detail (Attachment C).

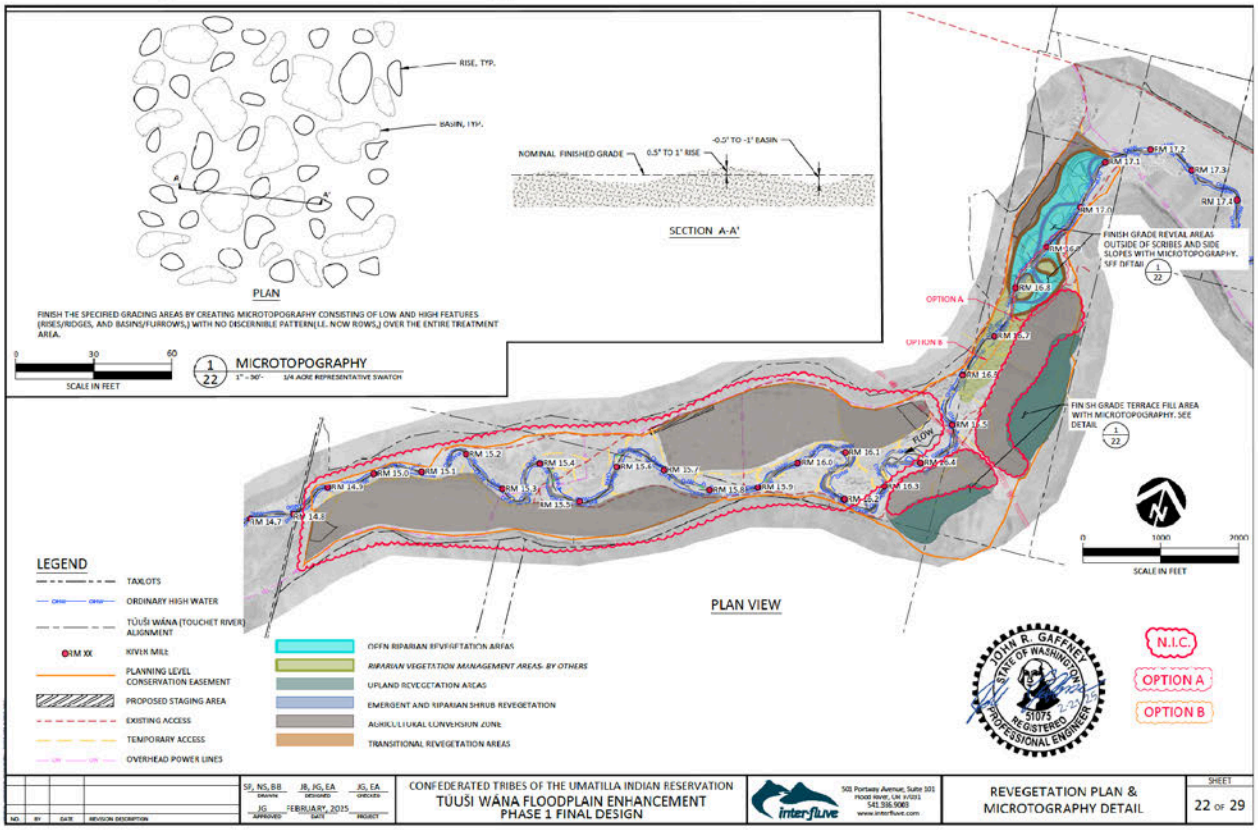
Figure 11. *Reach downstream of Figure 10 detailing plans for Large Wood Treatment below the Pacific Power utility line. Large Woody Treatment will occur across the Túuši Wána Floodplain Enhancement Phase 1 Final Design (see Attachment C for full plans).*



Components of the Planned Restoration Work - Native Vegetation Restoration

In addition to improving hydrologic conditions for fish and wildlife, a long-term goal is to restore a mosaic of native plant communities, from riparian shrubs and mature cottonwood galleries along the Touchet River to upland bunchgrass and forb communities along the valley cliffsides (Attachment B; Attachment C). Due to anthropogenic impacts, agricultural plant communities dominate across ~83% of the property (Table 1; Figure 3). Native plant communities provide food and habitat for a plethora of wildlife and invertebrate species. Ecosystem processes are inextricably linked, and plant communities impact hydrologic conditions and fish habitat. Indeed, terrestrial vegetation shifts have both direct and indirect effects on aquatic ecosystem processes because adjacent terrestrial plant communities influence the biogeochemical, hydrological, and geomorphic drivers of aquatic systems, thereby improving stream temperature, invertebrate diversity, and fish habitat (Ball et al., 2010; Kirkland & Wondzell, 2020; NOAA, 2022). The Planned Restoration Work to shift plant species from agricultural to native species will thus have direct and indirect positive effects on the focal species (Figure 12.A.; Figure 12.B.)

Figure 12. A. *(Top) Native Vegetation Restoration strategy documented in Túuši Wána Floodplain Enhancement Phase 1 Final Design.* ***Figure 12. B.*** *(Bottom) Seed mix and planting tables associated with the Native Vegetation Restoration strategy detailed in Attachment C.*



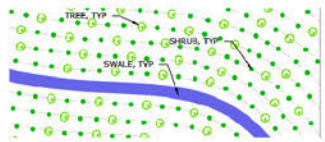
SEED MIX

STERILE COVER CROP (ALL AREAS) (49 ACRES)		
SEEDING RATE: 20 LB/ACRE (980 LB TOTAL)		
COMMON NAME	SCIENTIFIC NAME	PERCENT OF WHOLE MIX
Triticum Aestivum x Secale Cereal	*Quickguard sterile triticale*	20%

SEEDING FOR EMERGENT & RIPARIAN SHRUB AREA (1.9 ACRES)		
SEEDING RATE: 30 LB/ACRE (57 LB TOTAL)		
COMMON NAME	SCIENTIFIC NAME	PERCENT OF WHOLE MIX
Baltic rush	*Juncus balticus*	15%
Small fruited bulrush	*Scirpus microcarpus*	15%
NW Mannagrass	*Glyceria occidentalis*	30%
Blue Wildrye	*Elymus Glaucus*	20%
Tufted hairgrass	*Deschampsia cespitosa*	20%

SEEDING FOR RIPARIAN, TRANSITIONAL, UPLAND AREAS (47 ACRES)		
SEEDING RATE: 30 LB/ACRE (1,410 LB TOTAL)		
COMMON NAME	SCIENTIFIC NAME	PERCENT OF WHOLE MIX
Bluebunch wheatgrass	*Pseudoroegneria spicata*	42%
Idaho fescue	*Festuca idahoensis*	22%
Bottlebrush squirrelhail	*Elymus elymoides*	16%
Sandberg's bluegrass	*Poa secunda*	12%
Prairie junegrass	*Koeleria macrantha*	8%

AGRICULTURAL CONVERSION AREA (160 ACRES)		
SEEDING RATE: 100 LB/ACRE (16,000 LB TOTAL)		
COMMON NAME	SCIENTIFIC NAME	PERCENT OF WHOLE MIX
Lacy Phacelia	*Phacelia tanacetifolia*	3%
Austrian field peas	*Lathyrus hirsutus*	25%
Buckwheat	*Fagopyrum esculentum*	15%
Groundhog Daikon Radish	*Raphanus sativus var. niger*	7%
Yellow blossom sweet clo	*Melilotus officinalis*	10%
Fridge Triticale	*x Triticosecale*	40%



NOTE:

PLANT PLACEMENT

CONTRACTOR SHALL PLANT PLANTS AT THE DENSITIES SHOWN AND ALTERNATE SPECIES ALONG "MEANDERING ROWS" AS APPROVED BY THE ENGINEER. MEANDERING ROWS ARE DEFINED AS ROWS THAT PARALLEL THE SWALE ALIGNMENT WITHIN THE EXTENT OF THE REVEGETATION AREA. THE ENGINEER SHALL REVIEW A SAMPLE 1000 SQUARE FOOT PLANT ASSOCIATION LAYOUT TO BE FOLLOWED FOR THE REVEGETATION AREA. PLANT MATERIAL PLANTED IN INAPPROPRIATE PLACES SHALL BE SUBJECT TO REJECTION BY THEY ENGINEER DURING INSPECTIONS. INAPPROPRIATE PLACES ARE PLACES WHERE LOGS, COMPACTED SLASH GREATER THAN 10 INCHES IN DEPTH, ROCK OUTCROPS, COBBLE, GRAVEL, STANDING WATER, OR OTHER MEDIA PREVENT PLANTING TOOLS FROM MAKING AN ACCEPTABLE PLANTING HOLE. WHEN AN INAPPROPRIATE PLACE IS ENCOUNTERED, CONTRACTOR SHALL PLANT THE PLANT MATERIAL IN THE NEAREST APPROPRIATE LOCATION.

1/29 PLANTING SCHEMATIC
NOT TO SCALE

PLANTING TABLES

LARGE WOOD STRUCTURES AND WILLOW & COTTONWOOD TRENCHES									
						LARGE WOOD STRUCTURES		SCROLL PLANTINGS (5,400 LF)	
COMMON NAME	SCIENTIFIC NAME	STOCK	TYPE	LENGTH		PERCENT OF WHOLE MIX	QUANTITY	DENSITY	QUANTITY
Black cottonwood	*Populus trichocarpa*	Tree	Live Stake & Pole	4 to 8 feet		25%	2,945	2 ft o\ center, 25% of mix	675
Drummond willow	*Salix drummondiana*	Shrub	Live Stake & Pole	4 to 8 feet		20%	2,356	2 ft o\ center, 20% of mix	540
Coyote willow	*Salix exigua*	Shrub	Live Stake & Pole	4 to 8 feet		30%	3,534	2 ft o\ center, 30% of mix	810
Peachleaf willow	*Salix amygdaloides*	Shrub	Live Stake & Pole	4 to 8 feet		10%	1,178	2 ft o\ center, 10% of mix	270
Pacific willow	*Salix lasiandra*	Tree	Live Stake & Pole	4 to 8 feet		15%	1,767	2 ft o\ center, 15% of mix	405

EMERGENT & RIPARIAN SHRUB AREAS (1.9 ACRES)						
COMMON NAME	SCIENTIFIC NAME	STOCK	TYPE	LENGTH	DENSITY	QUANTITY
Black cottonwood	*Populus trichocarpa*	Tree	Live Stake	3 to 4 feet	3 ft on center, 20% of mix	1,840
Pacific willow	*Salix lasiandra*	Tree	Live Stake	3 to 4 feet	3 ft on center, 20% of mix	1,840
Coyote willow	*Salix exigua*	Shrub	Live Stake	3 to 4 feet	3 ft on center, 30% of mix	2,760
Peachleaf willow	*Salix amygdaloides*	Shrub	Live Stake	3 to 4 feet	3 ft on center, 15% of mix	1,380
Drummond willow	*Salix drummondiana*	Shrub	Live Stake	3 to 4 feet	3 ft on center, 15% of mix	1,380

OPEN RIPARIAN PLANTING AREAS (15 ACRES)						
COMMON NAME	SCIENTIFIC NAME	STOCK	TYPE	LENGTH	DENSITY	QUANTITY
Black cottonwood	*Populus trichocarpa*	Tree	Live Stake	3 to 4 feet	3 ft on center, 15% of mix	10,890
Drummond willow	*Salix drummondiana*	Shrub	Live Stake	3 to 4 feet	3 ft on center, 15% of mix	10,890
Coyote willow	*Salix exigua*	Shrub	Live Stake	3 to 4 feet	3 ft on center, 30% of mix	21,780
Peachleaf willow	*Salix amygdaloides*	Shrub	Live Stake	3 to 4 feet	3 ft on center, 10% of mix	7,260
Pacific willow	*Salix lasiandra*	Tree	Live Stake	3 to 4 feet	3 ft on center, 10% of mix	7,260
Red Osier Dogwood	*Cornus sericea*	Shrub	Live Stake	3 to 4 feet	3 ft on center, 10% of mix	7,260
MacKenzie Willow	*Salix prolixa*	Shrub	Live Stake	3 to 4 feet	3 ft on center, 10% of mix	7,260

TRANSITIONAL PLANTING AREAS (5 ACRES)						
COMMON NAME	SCIENTIFIC NAME	STOCK	TYPE	LENGTH	DENSITY	QUANTITY
Black cottonwood	*Populus trichocarpa*	Tree	Live Pole	4 to 6 feet	Clusters of 4; 15 ft on center	1,940
Pacific willow	*Salix lasiandra*	Tree	Live Pole	4 to 6 feet	Clusters of 4; 15 ft on center	1,940
Chokecherry	*Prunus virginiana*	Shrub	Tubeling	10 in^3	Not in Contract	
Nootka rose	*Rosa nutkana*	Shrub	Tubeling	10 in^3	Not in Contract	
Golden currant	*Ribes aureum*	Shrub	Tubeling	10 in^3	Not in Contract	
Skunkbush sumac	*Rhus trilobata*	Shrub	Tubeling	10 in^3	Not in Contract	
Mock orange	*Philadelphus lewisii*	Shrub	Tubeling	10 in^3	Not in Contract	

UPLAND PLANTING AREAS (27 ACRES) - NOT IN CONTRACT						
COMMON NAME	SCIENTIFIC NAME	STOCK	TYPE	SIZE	DENSITY	QUANTITY
Red elderberry	*Sambucus racemosa*	Shrub	Tubeling	10 in^3	Not in Contract	
Common snowberry	*Symphoricarpos albus*	Shrub	Tubeling	10 in^3	Not in Contract	
Basin wildrye	*Leymus cinereus*	Herbaceous	Tubeling	4 in^3	Not in Contract	
Blue wildrye	*Elymus glaucus*	Herbaceous	Tubeling	4 in^3	Not in Contract	

JOHN R. GAFFNEY
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21075
REGISTERED
PROFESSIONAL ENGINEER

CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
TÚUŠI WÁNA FLOODPLAIN ENHANCEMENT
PHASE 1 FINAL DESIGN
interfluve
REVEGETATION DETAILS, SEED MIX & PLANTING TABLES
SHEET 29 OF 29

33390048 BPA-2026-01154-F 0408

To achieve this biological uplift, eight holistic management strategies will be implemented to ensure vegetation restoration success: willow and cottonwood scroll clusters, live woody species cutting revegetation, valley margin terrace revegetation, open riparian revegetation, emergent and riparian shrub revegetation, transitional revegetation, riparian vegetation management, and agricultural conversion. Revegetation efforts are further detailed in the Túuši Wána Floodplain Enhancement Phase 1 Final Design (Attachment C). Before revegetation, site preparation activities such as burning and invasive species removal may be necessary. After restoration, ongoing active management, including invasive species control, may also be required. This Land Management Plan approves site preparation, revegetation, and management activities as detailed in Attachment B and Attachment C.

Riparian and upland vegetation planting efforts have three intended outcomes. The first is to reestablish locally collected, native vegetation that can outcompete non-native and invasive plant species (Attachment B). The second is to allow natural processes to occur while minimizing negative impacts—some areas enable re-adjustment to natural processes while others focus on preventing short-term soil erosion. These plantings also provide shade, nutrient conversion, woody material recruitment, and prevent sediment from entering water bodies. The third is to establish plants for tribal members' use as First Foods.

To achieve these goals, Attachment C, Túuši Wána Floodplain Enhancement Phase 1 Final Design, proposes a combination of seeding and planting of live vegetation (see Sheet 29 of 29, Attachment C). Both plans account for the transition from wetland and riparian systems to upland systems, using native plant species adapted to the elevation gradient from inundated to dry areas. Approximately 257.9 acres will be seeded, and 48.9 acres will be planted with these native species. It is projected that 18,447 lbs of seed will be sown and 100,160 live plants will be planted.

Another aspect of native restoration involves managing areas formerly used for agriculture. This zone, known as the "Agricultural Conversion Zone," is to be restored to riparian and upland systems, as discussed in the CTUIR's River Vision (Jones et al., 2009; Attachment B). The Planned Restoration Work within the Agricultural Conversion Zone allows for cover cropping to help restore soil structure, boost soil organic matter, suppress weeds, enhance soil nitrogen, and reduce soil compaction (Attachment B; Attachment C). Because the agricultural fields were formerly used for alfalfa, the alfalfa will be left in the fields as a cover crop. The cover crop will not be harvested or irrigated. Native plants may be seeded or planted within the Agricultural Conversion Zone to stimulate native plant recovery. The intent of cover cropping is to keep weeds suppressed until subsequent restoration phases can be completed, allowing native plants to colonize the site. For the five (5) year term of this Land Management Plan, cover cropping, as discussed herein, is permitted; however, Grantee shall review the efficacy of the approach prior to approving a subsequent Land Management Plan.

In conclusion, because the Protected Property's native plant communities have been severely impacted over the past decades by agricultural use, holistic, ongoing management will be required to restore them. These actions include site preparation, revegetation, and maintenance. All actions discussed above or as detailed in Attachments B and C are permitted by Grantee.

<u>Components of the Planned Restoration Work - Protected Water Development Schedule</u>

Section II.D.3 of the Easement, through the Department of Ecology's development schedule for water right certificates, allows Grantor (and CTUIR, through its Riparian Conservation Agreement with Grantor) the limited right to irrigate perennial native plantings for five (5) years. The express purpose of this limited use of the Protected Water is to ensure native perennial plant revegetation success. For the purposes of irrigating perennial native plantings allowable under Section II.D.3 of the Easement, agricultural infrastructure and water delivery system equipment, including but not limited to pumps, pipes, drip irrigation lines, soaker hoses, portable sprinklers, and temporary water conveyance hoses, may be utilized. No other use of the Protected Water, other than as discussed in Section II.D of the Easement, is permitted under this Land Management Plan.

VII. Monitoring

Before closing the Conservation and Restoration Easement, Grantee is completing a Baseline Inventory Report, pursuant to Section II.E.I of the Conservation and Restoration Easement and incorporated by reference in its Exhibit F. The Baseline Inventory documents the ecological characteristics of the Protected Property at the time of conveyance and provides a reference record of initial site conditions.

The Baseline Inventory includes baseline photographs and establishes photo point locations generally representative of the Protected Property and its major features. In addition to baseline photographs, Grantee will acquire high-quality satellite imagery. Baseline photographs, satellite imagery, and other documentation may be used as reference material to assess conditions and changes over time.

Grantee shall monitor the Protected Property in accordance with Grantee's policies and procedures on an annual basis. Monitoring may be conducted through a combination of prearranged site visits, remote monitoring technologies, and review of other relevant information, as determined by Grantee in its discretion.

When a site visit is conducted, Grantee staff will contact the Grantor to schedule a time to visit the Protected Property. Site visits may include a visual assessment of the Protected Property, collection of photographs to assess and compare changes over time, and gathering of other pertinent information relevant to compliance with the Conservation and Restoration Easement.

In addition to site visits, Grantee may utilize remote sensing, satellite imagery, aerial imagery, and other technological tools to monitor the Protected Property for compliance with the Conservation and Restoration Easement. A subset of baseline photo locations may be revisited over time, and remote imagery and other monitoring information may be used to inform the selection of additional field monitoring locations and documentation.

The results of annual monitoring activities, whether conducted through site visits, remote monitoring, or both, shall be summarized in an Annual Monitoring Report (also referred to as the "Annual Report"; see Section II.J of Attachment A). Grantor's presence is not required during a site visit. However, in the event Grantor is not present, Grantee staff may conduct an informal interview or other communication with Grantor to gather pertinent information.

Copies of the Annual Monitoring Report will be provided to the Parties and Bonneville. Grantor shall be given the opportunity to review and provide written comments on the Annual Monitoring Report. Grantor's acknowledgment of receipt, if requested, shall not be required in order for the report to be finalized by Grantee and shall not be deemed approval of the contents of the Annual Monitoring Report.

Grantee's failure to comply with the procedures described in this Section shall not limit Grantee's right of enforcement or available remedies in the event of a violation of the Conservation and Restoration Easement or this Management Plan by Grantor.

The Baseline Inventory is to be amended within 18 months of completing the Planned Restoration Work, see Section II.E.2 of the Easement. This Amended Baseline Inventory will be used and referred to in the same manner described above for the purposes of monitoring and reporting.

Table 3 below summarizes Grantor's reserved rights, and Table 4 below summarizes the prohibited uses in the Easement. The Easement itself is the controlling document, however, and should be consulted in full. Exceptions to the prohibited uses will be considered by Grantee only to the extent permitted in the Easement.

Table 3. *Summary and Details of Reserved Rights and Permitted Uses in the Easement.*

Summary of Reserved Rights and Permitted Uses	**Details on Reserved Rights and Permitted Uses**
Reserved Water Rights.	Except for the Protected Water, Grantor reserves all water and water rights, ditches and ditch rights, and reservoir and reservoir rights, appurtenant to or authorized for use on Grantor's real property adjacent to the Protected Property, including but not limited to the Reserved Water Rights, any water rights acquired after the Effective Date of the Easement.
Interior Access Roads.	Temporary access roads for Planned Restoration Work are allowed under Section II.G.8. Interior access roads that will remain after the Planned Restoration Work are detailed in Section II.G.2 (see Figure 2) and shown in Exhibit G of the Easement. Beyond that, the construction of any new roads and any impervious surfaces on existing roads is prohibited unless reviewed and approved in this Management Plan (not addressed) or a Land Use Agreement, see Section II.H.6.
Fences and Gates.	Perimeter fencing is permitted, but must be wildlife-friendly (Section II.G.3.a). Grantor may maintain, repair, and replace existing fences, gates, and other ranching or agricultural improvements within the Protected Property as shown in the Baseline Inventory provided such fence or improvement is replaced or repaired in its original approximate size, type, and general location. Any newly replaced or maintained fencing shall also be wildlife-friendly. Grantor and CTUIR may construct temporary fencing to promote the establishment of native vegetation and to support the Planned Restoration Work. However, any changes in location require written approval from Grantee (Section II.G.3.b).
Herbicide and Pesticide Application.	Herbicides and pesticides may be used to control noxious and invasive weeds on the Protected Property, only in the amounts and with the frequency constituting the minimum necessary to accomplish reasonable weed management objectives. Herbicides and pesticides shall not have an adverse effect on fish and wildlife habitat or water quality. Noxious and invasive weed identification and all herbicide and pesticide use shall be documented in the

	Management Plan and shall be compliant with all applicable federal, state, and local requirements (Section II.G.4). If appropriate, pesticides may be applied with an all-terrain vehicle ("ATV") consistent with Section II.H.19 (Vehicles).
Low-Impact Recreation.	Low-impact recreation, as defined in Section II.G.5, is permitted, provided that such activities are compliant with applicable laws and regulations and do not materially impair or interfere with the Conservation Values of the Protected Property or constitute commercial recreational activities.
Foot Paths.	Foot paths equal to or less than six feet wide may be constructed on the Protected Property, if they are maintained with permeable surfaces and designed and located to be consistent with the Purpose of the Easement (Section II.G.6). Prior to the construction of such foot paths, Grantor shall consult with and obtain the written approval of Grantee and written agreement by Bonneville for the design, proposed use, and location of such foot paths. No trees with a diameter at breast height of less than or equal to six (6) inches can be removed, and other tree and vegetation removal shall be minimized.
Emergency Activities to Protect Human Health and Safety.	Emergency activities necessary to protect human health or safety on the Protected Property or adjacent properties is permitted but must be in compliance with federal, state, and local law (Section II.G.7). Grantor must promptly notify Grantee of any emergency actions taken. After the emergency has passed, Grantor will cooperate with Grantee and Bonneville to appropriately restore the Protected Property and Conservation Values. Grantor shall accept full responsibility for the cost of the restoration.
Habitat Management and Planned Restoration Work	CTUIR may implement any Planned Restoration Work, stewardship, or management activity that is intended to conserve, restore, maintain, or enhance the Conservation Values of the Protected Property and is performed pursuant to (i) a Riparian Conservation Agreement, (ii) a Land Use Agreement with Bonneville, or (iii) the Management Plan as described in Section II.I. Such habitat work may be conducted with motor vehicles, consistent with Section II.H.19 (Vehicles), and may include the construction and subsequent decommissioning and restoration to natural conditions of temporary roads used to implement the Planned Restoration Work, and the decommissioning and restoration of prior-existing interior access roads. Such habitat work may also require the construction and use of temporary structures, to be utilized by CTUIR, its contractors, and partners for the sole purpose of implementing the Planned Restoration Work. Any temporary structures constructed for the Planned Restoration Work must be disassembled upon completion of the Planned Restoration Work, and the area impacted must be restored to site-appropriate natural habitat conditions. Nothing in Section II.G.8 shall be interpreted to allow the use or maintenance of any temporary structures beyond the completion of the Planned Restoration Work. Grantor may conduct additional restoration work in the future, beyond the timeframe of the CTUIR's Planned Restoration Work, subject to written approval by Grantee and Bonneville (e.g., in an amended Management Plan or Land Use Agreement).
Personal or Tribal Vegetation Harvest for Traditional and Cultural Use.	Permitted pursuant to Section II.G.9 in a time and manner consistent with the Purpose of the Easement.

Conveyance and Encumbrances	If fee interest in the Protected Property is conveyed, it must be as a single unit of land, where notice shall be given consistent with Section II.Q.1.b (see Section II.G.10.a). Grantor may convey less-than-fee interests or otherwise encumber the Protected Property, subject to provisions in Section II.G.10.b.
Requests for Other Uses.	Grantor may exercise any reserved right or permitted use, pursuant to Section II.G. In the event Grantor intends to exercise reserved rights not clearly addressed in Section II.G, under Section II.G.11, Grantor will consult with Grantee in accordance with the novice provisions in Section II.Q.1.b.

Table 4. *Summary and Details of Prohibitions in the Easement.*

Summary of Easement Prohibition Headings	**Summary of Prohibits and Exceptions**
Subdivision	The legal or "de facto" division, subdivision, or partitioning of the Protected Property of any kind is prohibited, including but not limited to any subdivision, short subdivision, platting, building site plan, testamentary division, or other process by which the Protected Property is divided into lots or in which title to different portions of the Protected Property are held by different owners. See Section II.H.1.
Commercial, Industrial, or Residential Use.	Any commercial, industrial, or residential use of the Protected Property is prohibited. This includes, but is not limited to, timber harvest, grazing of livestock, other agricultural use including production of crops, and commercial recreational activities such as allowing hunting or fishing on the Protected Property for profit. See Section II.H.2.
Buildings, Structures, and Other Improvements.	The placement or construction of any buildings, structures, or other improvements of any kind (e.g., dwellings, trailers, mobile homes, agricultural buildings, stock ponds, pipelines, wells, septic systems, drain fields, and parking areas) are prohibited, except for temporary hunting structures or blinds consistent with non-commercial hunting in Section II.G.5. See Section II.H.3.
Removal of Trees and Other Native Vegetation.	The pruning, cutting down, or other alteration, destruction, or removal of live and dead trees and other native vegetation is prohibited except as necessary to exercise the reserved rights in Sections II.G and as provided for in Section II.H.4. Reserved rights detailed in II.G include Emergency Activities to Protect Human Health and Safety (Section II.G.7), Habitat Management and Planned Restoration Work (II.G.8), and Personal or Tribal Vegetation Harvest for Traditional and Cultural Use (II.G.9). Exceptions detailed in Section II.H.4 include the following purposes: (a) to remove dead, diseased or dying trees that pose a threat to human health or safety or to permitted improvements on the Protected Property; (b) to prune or remove trees or limbs that overhang the boundary of the Protected Property and which pose a risk of damage to permitted fencing or to area outside the Protected Property; (c) to prevent, limit or stop the spread of disease or infestation of pests to other vegetation; or (d) with the prior written approval of Grantee and prior written agreement of Bonneville to preserve, protect, restore or enhance the Conservation Values. Except with the prior written approval of Grantee and prior written agreement of Bonneville, any trees or other native vegetation that are cut down or pruned must be left on the Protected Property to decompose naturally to the extent possible. See Section II.H.4.

Utilities.	All installation of new utility systems or extension of existing utility systems is prohibited, except as necessary to accommodate the Planned Restoration Work. See Section II.H.5.
Roads and Impervious Surfaces.	New roads may not be constructed, except as consistent with Section II.G.2 (Interior Access Roads) and Section II.G.8 (Habitat Management and Planned Restoration Work), or as otherwise reviewed and approved in this Management Plan or a Land Use Agreement. Existing roads, as detailed in the Baseline Inventory, may not be improved with impervious surfaces. See Section II.H.6.
Fences.	Fencing is generally prohibited except as addressed in Section II.G, including Section II.G.3.a and II.G.3.b for wildlife-friendly perimeter fencing and temporary fencing associated with Planned Restoration Work, respectively.
Mining.	The exploration for, or development or extraction of, sand, gravel, and other aggregates, hydrocarbons (including but not limited to oil, natural gas, and shale), minerals, or any other mineral substance, on or below the surface of the Protected Property is prohibited. See Section II.H.8.
Alteration of Land Topography.	All activities that will alter the soil surface, topography, or subsurface of the Protected Property are prohibited, with exceptions for the interior access roads (Section II.G.2), foot paths (Section II.G.6), emergency activities (Section II.G.7), and permissible habitat management work and the Planned Restoration Work (Section II.G.8). Any such allowable alteration shall be designed and located to avoid or minimize materially impairing the Conservation Values. See Section II.H.9.
Alteration of Watercourses.	Draining, filling, dredging, ditching, diking, or other alteration of wetland areas, the creation, alteration, or manipulation of ponds, the diking, rip-rapping or other alteration of the Touchet River, or the creation of new wetlands, water impoundments, or watercourses is prohibited, except with the prior written approval of Grantee and prior written agreement by Bonneville to preserve, protect, restore or enhance the Conservation Values, consistent with the Management Plan, or any Bonneville-issued Land Use Agreement. See Section II.H.10. The Planned Restoration Work is a noted exception and is covered by this Management Plan (Section II.G.8.)
Erosion or Water Pollution.	Any use or activity that causes or is likely to materially impair the Conservation Values due to soil degradation or erosion or pollution of any surface or subsurface waters is prohibited, except as expressly permitted in Section II.G.7 (Emergency Activities to Protect Human Health and Safety) and Section II.G.8 (Habitat Management and Planned Restoration Work). See Section II.H.11.
Solid Waste and Hazardous Materials Storage and Disposal.	The disposal, storage, or abandonment of solid waste, including but not limited to rubbish, garbage, debris, vehicles, sewage, and abandoned equipment or other personal property, and hazardous materials (defined in Section II.R.2) is prohibited. See Section II.H.12. Section II.H.12 does not prohibit the temporary storage of vehicles, equipment, fuel, or other materials or supplies necessary for permitted activities, provided that such vehicles, equipment, fuel, materials, or other supplies are stored in accordance with federal, state, and local law and shall not be stored for a period longer than fourteen (14) calendar days, or for Planned Restoration Work.

Signs.	Only signs that include information on the Easement (See Section II.G.8) and signs that identify the Protected Property, advertise for sale or rent, state the condition of access, describe the natural features, or acknowledge the funding and implementation (e.g. prohibitions) of the Easement are permitted, provided the signs are less than fifteen (15) square feet (Section II.H.13). The placement of commercial signs, billboards, or other advertising material on the Protected Property is prohibited. See Section II.H.13.
Fish and Wildlife Disruption.	The intentional disruption of fish spawning, wildlife breeding and nesting, foraging and migrating activities is prohibited. Section II.H.14. This prohibition does not prohibit lawful low-impact recreational hunting or fishing, consistent with applicable laws, regulations, and seasons as allowed by Section II.G.5.
Planting Non-Native Vegetation	Non-native vegetation may be planted as permitted in Section II.G. However, pursuant to Section II.H.15, the intentional introduction of weeds required to be eradicated or controlled as a noxious weed pursuant to Washington state classifications and designated by Walla Walla County as Class A or B weed is prohibited.
Harvest of Native Plants.	The gathering, picking, taking or harvesting of native plants, or any parts thereof, is prohibited, except for personal use or tribal vegetation harvest for traditional and cultural use, consistent with Section II.G.9. See Section II.H.16.
Game Farming and Game Farm Animals	Grantor may not construct, conduct, or operate a game farm or raise, breed or hold game farm animals on the Protected Property. See Section II.H.17.
Feedlots.	The establishment, operation and maintenance of a feedlot, as defined in Section II.H.18, is prohibited. See Section II.H.18.
Vehicles.	The operation of cars, trucks, motorcycles, ATVs, utility task vehicles ("UTVs"), dune buggies, snowmobiles, or any other type of motorized vehicle, or the operation of other motorized sources of compaction or erosion that could materially impair the Conservation Values, is generally only allowed on interior access roads described in Section II.G.2, except as necessary off-road to maintain, repair, replace, and construct fences and gates (Section II.G.3), apply herbicides and pesticides (Section II.G.4), engage in low-impact recreational hunting (Section II.G.5) (e.g., use of an ATV over the Protected Property to aid in the transportation of a deceased animal), conduct emergency activities (Section II.G.7), and implement permitted habitat management work and the Planned Restoration Work (Section II.G.8), and to conduct other land management, maintenance, and monitoring activities. Such limited off-road use may not create rutting, tracks, or soil disturbance, and must be consistent with the uses and activities described in Land Use Agreements or the Management Plan. See Section II.H.19.

VIII. Enforcement

This Management Plan is incorporated by reference into the Conservation and Restoration Easement. The Management Plan is intended to guide stewardship of the Protected Property and shall be implemented in a manner consistent with the Conservation and Restoration Easement. In no case may the Management Plan permit any use of the Protected Property that is prohibited by the Conservation and Restoration Easement.

Enforcement of violations shall be governed by Sections II.L and II.M of the Conservation and Restoration Easement.

Where this Management Plan requires either Grantor or Grantee to provide notice to the other party or seek the approval of the other party prior to undertaking any action, the provisions of the Easement relating to notice and approval in Section II.Q shall apply unless this Management Plan specifies other provisions.

IX. Amendment to this Management Plan

Consistent with Section II.I of the Easement, Grantee (with Grantor's input) shall periodically review this Management Plan and may amend it as necessary to ensure that it remains current, but in no event less frequently than every five (5) years. The Management Plan may also be amended as necessary to address changed circumstances affecting the Protected Property (e.g., post-restoration) or in order to protect the Conservation Values of the property or to accommodate planned management activities. No proposed amendment to this Management Plan shall take effect until approved by both parties and by Bonneville as provided for in the Easement.

In the event that ownership of the Protected Property changes hands, Grantee and the new owner shall review this Management Plan and determine whether amendments are necessary The existing Management Plan shall remain in full effect until an amended Management Plan has been approved by both parties and Bonneville. The new owner will assume all Grantor's rights and obligations under this Management Plan. See Section II.I of Attachment A.

Grantor, Grantee, and Bonneville shall each be responsible for their own costs of reviewing and amending the Management Plan.

X. References

Becky A. Ball, John S. Kominoski, Heather E. Adams, Stuart E. Jones, Evan S. Kane, Terrance D. Loecke, Wendy M. Mahaney, Jason P. Martina, Chelse M. Prather, Todd M. P. Robinson, Christopher T. Solomon, Direct and Terrestrial Vegetation-mediated Effects of Environmental Change on Aquatic Ecosystem Processes, BioScience, Volume 60, Issue 8, September 2010, Pages 590–601, https://doi.org/10.1525/bio.2010.60.8.5

Carmichael, R.W., and B.J. Taylor. 2010. Conservation and Recovery Plan for Oregon Steelhead Population in the Middle Columbia River Steelhead Distinct Population Segment. Oregon Department of Fish and Wildlife.

Confederated Tribes of the Umatilla Indian Reservation (CTUIR). 2014. Lower Walla Walla River Geomorphic Assessment and Action Plan. Prepared by Tetra Tech. 303 pp.

Freshwater Trust. 2010. Restoring Flow Through Water Rights Transactions in the Umatilla and Walla Walla Basins. Portland, OR. 35 pp.

General Land Office (GLO). 1860. Survey notes. Available online at: https://www.blm.gov/or/landrecords/survey/yGrid_ORWA.php?state=OR&ln=10000000

Jones, K. L., G. C. Poole, E. J. Quaempts, S. O'Daniel, T. Beechie, 2008. *Umatilla River Vision.* Prepared for the Confederated Tribes of the Umatilla Indian Reservation, 31 pp.

Kirkland, J., & Wondzell, S. (2020). *Shading out climate change: Planting streamside forests to keep salmon cool* (Science Findings 228). U.S. Department of Agriculture, Forest Service, Pacific Northwest Research Station.

LANDFIRE, 2016, Existing Vegetation Type Layer, LANDFIRE 2.0.0, U.S. Department of the Interior, Geological Survey, and U.S. Department of Agriculture. Accessed 28 October 2024 at http://www.landfire/viewer.

Mendel, G., Mahoney, B., Weldert, R., Olsen, J., Trump J., and Fitzgerald, A. 2014. Walla Walla Subbasin Salmonid Monitoring and Evaluation Report, 2013 Annual Report for Bonneville Power Administration, Portland, OR. BPA Project # 2000-039-00.

Moyle P. 2002. Salmon and Trout, Salmonidae – Rainbow Trout, (Oncorhynchus mykiss) in Inland Fishes of California. Los Angeles, California: University of California Press, 271-282.

National Marine Fisheries Service. (2022, August 5). *5-Year Review: Summary & Evaluation of Upper Columbia River spring-run Chinook Salmon and Upper Columbia River Steelhead* (NOAA Fisheries). U.S. Department of Commerce.

Northwest Power and Conservation Council (NPCC). 2005. Umatilla/Willow Subbasin Plan. In Columbia River Basin Fish and Wildlife Program. Portland, Oregon.

Quinn T. 2005. The Behavior and Ecology of Pacific Salmon and Trout. American Fisheries Society in Association with the University of Washington Press. Seattle, WA.

Tetra Tech. 2019. Draft Terrestrial Biological Resources Report for the Umatilla River-Birch Creek Floodplain Restoration Project. July 2019.

U.S. Fish and Wildlife Service. 1995. Working Paper on Restoration Needs: Habitat Restoration Actions to Double Natural Production of Anadromous Fish in the Central Valley of California. Vol 2. Stockton, CA: Prepared for the U.S. Fish and Wildlife Service under the direction of the Anadromous Fish Restoration Program Core Group.

Attachment A: Final Draft Easement

AFTER RECORDING, RETURN TO:
Blue Mountain Land Trust
P.O. Box 1473
Walla Walla, WA 99362
Ptn. of Sections 31 and 32, T9N, R34E, Sections 5 and 6, T8N, R33E, and Section 1 T8N, R33E, W.M. Walla Walla County, WA
Bonneville Tract ID: UMATT-WL-15

DEED OF CONSERVATION AND RESTORATION EASEMENT

THIS DEED OF CONSERVATION AND RESTORATION EASEMENT ("**Conservation and Restoration Easement**") is made effective as of the date of the first recording by JOHN B. GAILEY and SUSAN K. GAILEY, managers and members of TOUCHET RIVER RANCH, L.L.C., a Washington limited liability company ("**Grantor**"), having an address of 222 Indian Court, Richland, WA, 99352, in favor of BLUE MOUNTAIN LAND TRUST, a Washington nonprofit corporation, and its successors and assigns ("**Grantee**"), having an address of P.O. Box 1473 Walla Walla, WA 99362, holder of the Conservation and Restoration Easement, and the UNITED STATES OF AMERICA, acting by and through the United States Department of Energy, Bonneville Power Administration ("**Bonneville**"), a third party beneficiary having certain rights described herein. Grantor and Grantee may be individually referred to as "Party" or collectively referred to as "**Parties**."

I. RECITALS

A. Protected Property. Grantor is the owner in fee simple of certain real property situated approximately 15 miles northwest of the City of Walla Walla in Walla Walla County, Washington. A 438.79-acre portion of Grantor's larger 492.75-acre real property will be permanently protected by this Conservation and Restoration Easement, which will protect significant proposed habitat restoration and channel modification along approximately three river miles of the Touchet River, once implemented ("**Protected Property**," also commonly referred to as Túuši Wána). The remaining 53.96-acre portion of Grantor's larger 492.75-acre real property is outside of the Protected Property and will not be subject to this Conservation and Restoration Easement. Through a separate Deed of Access Easement, attached as **Exhibit J** (Access Easement), a fully executed copy of which is to be recorded in the records of Walla Walla County, Washington, Grantor will convey an access easement to Grantee and Bonneville over and across that 53.96-acre portion outside of the Protected Property to allow

for ingress and egress to the Protected Property (Bonneville Tract ID UMATT-AR-15). See **Exhibit A** and **Exhibit B** for a legal description and map of the Protected Property.

B. Planned Restoration Work. The Confederated Tribes of the Umatilla Indian Reservation ("**CTUIR**") are responsible for the planning, design, and proposed phased implementation of a large-scale habitat restoration project ("**Planned Restoration Work**" a/k/a Túuši Wána Floodplain Enhancement Project) along approximately three river miles of the Touchet River occurring entirely within the Protected Property, in coordination with and funded by Bonneville (Project # 1996-046-01 EXP Walla Walla Basin Fish Habitat Enhancement), and in coordination with Grantor pursuant to a Riparian and Conservation Agreement executed in January 2022 and amended April 1, 2025, attached as **Exhibit C** (Riparian Conservation Agreement) and **Exhibit K** (Amended Riparian Conservation Agreement). The Planned Restoration Work is intended to improve habitat for juvenile and adult ESA-listed salmonids, and may include, but is not limited to, channel or side-channel excavation, construction and placement of large woody material structures, and reseeding native grasses and planting riparian vegetation.

C. Protected Water. Grantor is also the holder of one Surface Water Right Certificate (**Exhibit D**, Touchet River Adjudicated Certificate #345) appurtenant to its fee-owned real property allowing for irrigation of 219.0 acres from the Touchet River, with certain seasonal and annual restrictions. As part of this Conservation and Restoration Easement transaction and the Riparian and Conservation Agreement with CTUIR, Grantor, in partnership with the CTUIR, will file a change application with Washington State Department of Ecology ("**Ecology**"), Trust Water Rights Program, where the net effect will: (1) enable the permanent transfer of 208.76 acres of Certificate #345, in the amount of 3.21 cfs from April 1 to September 15, and 4.174 cfs from September 15 to April 1, instream in the Touchet River for the benefit of fish and wildlife ("**Protected Water**"); and (2) enable Grantor to reserve 10.24 acres of Certificate #345 ("**Reserved Water Rights**") for use on Grantor's fee-owned land outside of and adjacent to the Protected Property. Ecology will make the final determination of the actual water quantity available for protection and retention as a result of the change application review and approval process. The change process is described further in Section II.D (Change Process for Protected Water and Reserved Water Rights).

D. Qualified Organization. Grantee is a publicly-supported, tax-exempt non-profit organization, qualified under Sections 501(c)(3) and 170(h) of the Internal Revenue Code of 1986, as amended, 26 U.S.C. [United States Code] §§ 1 *et seq.*, and RCW [Revised Code of Washington] §§ 64.04.130 and 84.34.250, to hold this Conservation and Restoration Easement. Grantee's primary purpose is to acquire, preserve, and dispose of privately-owned fee and less-than-fee real property interests to protect open space, agricultural, forest, fish and wildlife habitat, and historically significant lands in southeast Washington and Eastern Oregon. Grantee has resources to monitor and enforce the restrictions set forth in this Conservation and Restoration Easement.

E. Funding and Authority (General). Bonneville is a power-marketing agency having legal obligations under the Pacific Northwest Electric Power Planning and Conservation Act, 16 U.S.C. §§ 839-839h ("**Northwest Power Act**"), to protect, mitigate, and enhance fish and

wildlife, including related spawning grounds and habitat, affected by the development and operation of federal hydroelectric projects of the Columbia River and its tributaries, in a manner consistent with the purposes of the Northwest Power Act, the Fish and Wildlife Program adopted by the Pacific Northwest Electric Power and Conservation Planning Council under Section 4(h) of the Northwest Power Act (16 U.S.C. § 839b(h)), and other environmental laws, including the Endangered Species Act, 16 U.S.C. §§ 1531-1544 ("**ESA**"). Bonneville has the authority pursuant to the Northwest Power Act, 16 U.S.C. §§ 839b(h) and 839f(a), the Federal Columbia River Transmission System Act, 16 U.S.C. § 838(e) and § 838i(b), and the Bonneville Project Act, 16 U.S.C. §§ 832a(c) through (f), to acquire and sell real estate or to assist in the acquisition and transfer of real property interests.

F. Funding for this Deed of Conservation and Restoration Easement. Bonneville, in partial fulfillment of its Northwest Power Act mitigation responsibility, is funding the acquisition of this Conservation and Restoration Easement, the instream transfer of Protected Water, and the planning, design, proposed and final implementation, and monitoring and evaluation of Planned Restoration Work under agreements and contracts with the CTUIR, including but not limited to Bonneville Projects 2008-207-00 (EXP Umatilla Tribe Acquisition and Protection) and 1996-046-01 (EXP Walla Walla Basin Fish Habitat Enhancement).

Now, therefore, the Parties agree as follows:

II. AGREEMENT

A. Conveyance and Consideration. The Grantor, for and in consideration of $2,005,000.00 (Two-Million-Five-Thousand U.S. dollars) provided by Bonneville, in hand paid, conveys and warrants to Grantee, its successors and assigns, a perpetual Conservation and Restoration Easement in, over, under, upon, and across the Protected Property legally described in **Exhibit A** (Legal Description – Conservation and Restoration Easement) and shown in **Exhibit B** (Map – Conservation and Restoration Easement), and;

TOGETHER WITH a right of access over, under, upon and across the Protected Property;

TOGETHER WITH the permanent instream transfer of the Protected Water, 208.76 acres (irrigation water right) from Certificate #345 to the Washington State Department of Ecology, Trust Water Rights Program for the benefit of fish and wildlife in the Touchet River;

TOGETHER WITH the right to plan, design, and implement the Planned Restoration Work, in partnership with Grantor, the CTUIR, and Bonneville, and;

RESERVING Grantor's Reserved Water Rights, 10.24 acres (irrigation water rights) from Certificate #345 for Grantor's irrigation purposes outside of and adjacent to the Protected Property.

For and in the same consideration, Grantor conveys and warrants to the United States of America and its assigns perpetual third party rights to this Conservation and Restoration Easement together with access to the same, further described in Section II.F (Rights Conveyed to Grantee (and Bonneville)) below.

The interests conveyed to Grantee and the United States of America are real property interests created and implemented in accordance with RCW § 64.04.130 and other applicable federal and state law. Grantor expressly intends that this Conservation and Restoration Easement creates equitable servitudes and covenants running with the land, and is a perpetual and irrevocable easement in gross, which shall be binding upon Grantor and Grantor's heirs, successors and assigns of the Protected Property for the benefit of Grantee and the United States of America.

B. Purpose. The purpose of this Conservation and Restoration Easement ("**Purpose**") is to permanently identify, preserve, protect, maintain, conserve, enhance, improve, and allow for the restoration of fish and wildlife habitat, open space, and other Conservation Values of the Protected Property, as those Conservation Values are described in Section II.C (Conservation Values). This includes preventing any use of, or activity on, the Protected Property that will materially impair the Conservation Values.

C. Conservation Values. The Protected Property possesses relatively natural and restored riparian habitat important for fish and wildlife species, open space, and scenic values of great importance to Grantor, the people of Walla Walla County, the people of the State of Washington, and the United States (collectively, "**Conservation Values**"). The Conservation Values of the Protected Property are more fully described below.

1. Riparian Habitat. The Protected Property includes approximately 340 acres of riparian and wetland habitat, containing hardwood communities of willow and cottonwood, along the Touchet River. Riparian habitat generally contains elements of aquatic and terrestrial ecosystems providing particularly important habitat for fish and wildlife species, including water, soil and stream bank stability, flood control, stream temperature control, water purification, and supply of food and nutrients to the aquatic system.

2. Fish Species and Habitat. The Protected Property provides spawning, rearing, and migration habitat for a diverse list of native fish species, including but not limited to ESA-listed Middle Columbia River summer steelhead (*Oncorhynchus mykiss*) and bull trout (*Salvelinus confluentus*). Other important fish and aquatic species include spring Chinook salmon (*O. tshawytscha*), Rainbow trout (*O. mykiss*), Pacific lamprey (*Entosphenus tridentatus*), and other native fish.

3. Wildlife Species and Habitat. The Protected Property provides upland and critical winter range habitat for Northwest whitetail deer (*Odocoileus virginianus ochrourus*), mule deer (*Odocoileus hemionus*), and moose (*Alces alces*), and is currently dominated by bunchgrass and sagebrush. Wetland, riparian, and upland habitats, taken together, benefit numerous wildlife species, including but not limited to breeding and hunting

areas for Washington State-listed endangered ferruginous hawk (*Buteo regalis*), and habitat for other important wildlife species including yellow warbler (*Dendroica dominica*), western meadowlark (*Sturnella neglecta*), pileated woodpecker *(Dryocopus pileatus*), bald eagle (*Haliaeetus leucocephalus*), American white pelican (*Pelecanus erythrorhynchos*), American beaver (*Castor canadensis*), mountain lion (*Puma concolor*), western rattlesnake (*Crotalus viridus*), Columbia spotted frog (*Rana luteiventris*), western toad (*Bufo boreas*), long-toed salamander (*Ambystoma macrodactylum*), and various waterfowl and upland bird species.

4. Natural, Scenic, and Open Space Values. The Protected Property possesses natural, scenic, and open space values, including approximately three river miles of the Touchet River and adjacent floodplain.

5. Planned Restoration Work and Protected Water. Implementing the Planned Restoration Work of the Protected Property as described in Section I.B, and permanently transferring Protected Water to the State of Washington for instream use as described in Sections I.C, II.A and II.D, will benefit all of the other Conservation Values listed above by: (1) increasing habitat for ESA-listed and non-listed fish and other aquatic species, habitat for terrestrial and avian wildlife, water availability (quantity), floodplain connectivity, storage and capacity, flooding inundation protection, and instream structural complexity, (2) improving sediment routing processes, streamflow timing and duration, water quality (including reduced or buffered stream temperatures), riparian vegetation condition (quantity and quality), (3) and allowing for limited recreation access and opportunities.

This list is not exhaustive. Parties and Bonneville acknowledge that the Conservation Values may periodically fluctuate due to short- or long-term changes from restoration activities or factors beyond the Grantor or Grantee's control, including but not limited to wildlife, earth movement, floods, interdecadal climate events, long-term climate change, or any or all of these.

D. Change Process for Protected Water and Reserved Water Rights. As summarized in Section I.C, Grantor, in partnership with the CTUIR, will file a change application with Ecology for change in the purpose of use for one adjudicated surface water right (see Touchet River Adjudicated Certificate #345 in Exhibit D), where the net effect for purposes of this Conservation and Restoration Easement is to: (1) enable the permanent transfer of the Protected Water, 208.76 acres under Certificate #345, instream to the Touchet River for the benefit of fish and wildlife, and (2) enable Grantor to reserve its Reserved Water Rights, 10.24 acres of irrigation under Certificate #345, legally described in **Exhibit E** (Legal Description – Reserved Water Rights), for use on Grantor's fee-owned land outside of and adjacent to the Protected Property. Steps to be taken include:

1. Obtaining authorization for the diversion of water from the Touchet River at the point of diversion in the NW ¼ NW ¼, Sec. 32 T 8 N., R 34 E., W.M. in the amount of 0.016 cfs from April 1 to September 15, and 0.205 cfs from September 15 to April 1, to enable the exercise of Grantor's Reserved Water

Rights for the irrigation of 10.24 acres under Certificate #345 outside of and adjacent to the Protected Property.

2. Changing the purpose of use for the remaining 208.76 acres under Certificate #345, in the amount of 3.21 cfs from April 1 to September 15, and 4.174 cfs from September 15 to April 1, from irrigation to permanent instream flows under Ecology's Trust Water Rights Program (RCW § 90.42) for the benefit of fish and wildlife in the Touchet River. Ecology will make the final determination of the actual water quantity available for protection as instream flow and retention for irrigation as a result of the change application review and approval process.

3. Obtaining approval for a development schedule that allows Grantor (and CTUIR, through its Riparian Conservation Agreement with Grantor) the limited right to irrigate perennial native plantings for five (5) years. The express purpose of this limited use of the Protected Water is to ensure native perennial plant revegetation success. For the purposes of irrigating perennial native plantings allowable under this Section II.D.3, agricultural infrastructure and water delivery system equipment, including but not limited to pumps, pipes, drip irrigation lines, soaker hoses, portable sprinklers, and temporary water conveyance hoses, may be utilized. No other use of the Protected Water is permitted, other than as discussed in Section II.D.

The Final Report of Examination finalizing the above changes has not yet been issued by Ecology and will be recorded upon receipt.

Upon completion of the change application with Ecology, Grantor shall convey a deed permanently transferring the 208.76 acres of irrigation water right from Certificate #345 in favor of Ecology to permanently protect instream flows in the Touchet River for the benefit of fish and wildlife. The deed shall meet the requirements for permanently changing a water right to trust under RCW § 90.42.080(1)(b) and (4) and be recorded in the records of Walla Walla County, Washington.

E. Baseline Inventory.

1. Baseline Inventory at Acquisition. The Parties and Bonneville agree that the characteristics and conditions of the Protected Property as of the Effective Date of this Conservation and Restoration Easement (see Section II.U.9 for definition of Effective Date) are documented in an inventory report on file at the offices of Grantee and Bonneville ("**Baseline Inventory**"), which is incorporated into this Conservation and Restoration Easement by reference in the acceptance and acknowledgment contained in **Exhibit F** (Acknowledgement of Baseline Inventory). The Baseline Inventory consists of reports, maps, photographs, satellite imagery, and other documentation that collectively provide an accurate representation of the Protected Property to serve as the primary repository of objective information for monitoring changes to the Protected Property and compliance with the terms and conditions of this Conservation and

Restoration Easement. Grantee is not limited to use of the Baseline Inventory to show a change in condition or use of the Protected Property.

2. Amendments to the Baseline Inventory after Implementation of Planned Restoration Work. The Parties and Bonneville acknowledge that, as of the Effective Date of this Conservation and Restoration Easement, some of the Planned Restoration Work has been implemented, but much of the proposed work is still in the design and planning phase. Such Planned Restoration Work, when fully completed, will alter the baseline condition of the Protected Property and result in short- and long-term changes to the Protected Property and Conservation Values. Thus, the Parties and Bonneville further acknowledge and agree that, within eighteen (18) months of the completion of Planned Restoration Work, an "**Amended Baseline Inventory**" will be compiled by Grantee and incorporated herein by this reference. Copies of the Amended Baseline Inventory will be kept on file at the offices of Grantee and Bonneville and provided to Grantor. Failure to timely compile the additional Baseline Inventory shall not affect the enforceability of validity of any other provision hereof.

F. Rights Conveyed to Grantee (and Bonneville). To accomplish the Purpose of this Conservation and Restoration Easement, the following rights are conveyed to Grantee (and Bonneville):

1. Protection and Restoration. Grantee shall have the right to identify, protect, preserve, maintain, restore, enhance, improve, and conserve the Conservation Values in perpetuity.

2. Access. Grantor hereby grants to Grantee and Bonneville, and their employees, contractors, representatives, or assigns, including CTUIR and its employees, contractors, representatives, or assigns, the following rights of access:

   a. The right to enter the Protected Property at reasonable times and in accordance with notice provisions in Section II.Q.1, for the purpose of monitoring, compliance monitoring, protecting, maintaining, enhancing, or restoring the Conservation Values.

   b. The right to enter the Protected Property at any time when Grantee, in its sole discretion, believes that a violation of this Conservation and Restoration Easement is imminent, is occurring, or has occurred, for the purpose of preventing, mitigating, or terminating damage to the Conservation Values and otherwise enforcing the provisions of this Conservation and Restoration Easement. Grantee shall provide notice of such entry to Grantor as soon as practicable.

   The right to enter the Protected Property, as provided for in this Section II.F.2 of the Conservation and Restoration Easement, includes the right of access on foot, with drones, and with motor vehicles.

   Grantor shall not unreasonably withhold or delay its consent to dates and times of access proposed by Grantee.

3. Injunction and Restoration. The right to enjoin any use of or activity on the Protected Property that is inconsistent with the Purpose, including any trespass use of the Protected Property, and to require or undertake the restoration of such areas or features of the Protected Property as may be damaged by uses or activities inconsistent with the provisions of this Conservation and Restoration Easement, in accordance with Sections II.L (Dispute Resolution) and II.M (Enforcement or Judicial Resolution).

4. Enforcement. The right to enforce the terms and conditions of this Conservation and Restoration Easement, consistent with Sections II.L (Dispute Resolution) and II.M (Enforcement or Judicial Resolution).

5. Assignment. The right to assign, convey, or otherwise transfer Grantee's interest in the Protected Property in accordance with Section II.T.

6. Development Rights. Grantor has granted and conveyed to Grantee all development rights except as specifically reserved herein and agrees that such rights may not be used on or transferred off of the Protected Property as it now or hereafter may be bounded or described, or to any other property adjacent or otherwise, or used for the purpose of calculating permissible lot yield or density of the Protected Property or any other property.

7. Signage. Grantee has the right to erect and maintain one or more signs or other appropriate markers on the Protected Property bearing information indicating that the Protected Property is protected by this Conservation and Restoration Easement held by Grantee and funded by Bonneville.

8. Rights of Bonneville. Bonneville may, but is not obligated to, exercise all the rights and remedies of the Grantee.

G. Reserved Rights and Permitted Uses. Grantor reserves for itself and its heirs, successors, and assigns, all rights accruing from ownership of the Protected Property, including the right to engage in, or permit or invite others to engage in, any use of or activity on the Protected Property that is consistent with the Purpose, this Conservation and Restoration Easement, and applicable provisions of federal and state law. Without limiting the generality of the preceding sentence, Grantor specifically reserves for itself and its personal representatives, heirs, successors, and assigns, the following uses and activities:

1. Reserved Water Rights. Except for the Protected Water, Grantor reserves all water and water rights, ditches and ditch rights, and reservoir and reservoir rights, appurtenant to or authorized for use on Grantor's real property adjacent to the Protected Property, including but not limited to the Reserved Water Rights, any water rights acquired after the Effective Date.

2. Interior Access Roads. Grantor shall have the right to use, maintain, repair, and replace the interior access roads in their existing footprints as shown on **Exhibit G** (Road Map

– Conservation and Restoration Easement). All maintenance, repairs, and replacement of the interior access roads must utilize permeable materials.

3. Fences and Gates.

   a. Fencing the Perimeter of the Protected Property. Parties, CTUIR, and its partners may construct, maintain, repair, and remove flagging, fencing, and gates to demarcate part or all the boundaries of the Protected Property. Any new or maintained perimeter fencing shall be "wildlife-friendly" to allow for the safe passage of wildlife and wildlife access to food, shelter, and water. If gates are installed, all Parties will have access to keys or gate codes at all times.

   b. Fencing within the Protected Property. Grantor and its employees, contractors, representatives, or assigns (including CTUIR and its employees, contractors or representatives) may maintain, replace, and repair existing fences, gates, and other improvements located in the Protected Property as of the Effective Date of this Conservation and Restoration Easement, as identified and shown in the Baseline Inventory, provided such fence or improvement is replaced or repaired in its original approximate size, type, and general location. Grantor and CTUIR may also construct temporary fencing within the Protected Property to promote the establishment of native vegetation, or otherwise remove fencing interior to the Protected Property, to support the Planned Restoration Work. Any change in location of any fencing on the Protected Property requires prior written approval from Grantee and Bonneville. Any newly replaced or maintained fencing shall be "wildlife-friendly" to allow for the safe passage of wildlife and wildlife access to food, shelter, and water.

4. Herbicide and Pesticide Application. Herbicides and pesticides may be used to control noxious and invasive weeds on the Protected Property, only in the amounts and with the frequency constituting the minimum necessary to accomplish reasonable weed management objectives. Herbicides and pesticides shall not have an adverse effect on fish and wildlife habitat or water quality. Noxious and invasive weed identification and all herbicide and pesticide use shall be detailed in the Management Plan and shall comply with all applicable federal, state and local requirements. If appropriate, pesticides may be applied with an all-terrain vehicle ("**ATV**") consistent with Section II.H.19 (Vehicles).

5. Low-Impact Recreation. Low-impact recreational activities such as hiking, bird watching, cross-country skiing, fishing and hunting on the Protected Property are permitted for Grantor and Grantor's invitees, provided that such activities are conducted in compliance with applicable laws and regulations and in a manner and intensity that does not materially impair the Conservation Values of the Protected Property or constitute commercial recreational activities.

6. Foot Paths. New footpaths equal to or less than six (6) feet wide may be constructed on the Protected Property if they are maintained with permeable surfaces and designed and

located to be consistent with the Purpose. Prior to the construction of such foot paths, Grantor shall consult with and obtain the written approval of Grantee and written agreement by Bonneville for the design, proposed use, and location of such foot paths. No trees with a diameter at breast height of less than or equal to six (6) inches can be removed, and other tree and vegetation removal shall be minimized.

7. Emergency Activities to Protect Human Health and Safety. Grantor is permitted to undertake emergency activities needed to protect human health or safety on the Protected Property or on adjacent properties, including the placement of temporary structures, soil disturbances, or removal of vegetation necessary to control the spread of wildfires. All emergency actions taken must, however, comply with federal, state, or local law. In the event of such emergency actions being taken within the Protected Property, Grantor shall avoid or minimize impairment with the Conservation Values to the greatest extent possible. Grantor will promptly notify Grantee of any emergency actions taken pursuant to this subsection, pursuant to the notification provisions for exigent circumstances in Section II.Q.4, and after the emergency has passed, will cooperate with Grantee and Bonneville to appropriately restore the Protected Property and Conservation Values. Consistent with Section II.Q.4, if such restoration is necessary, Grantor shall accept full responsibility for the cost of the restoration.

8. Habitat Management and Planned Restoration Work. CTUIR may implement any Planned Restoration Work, stewardship, or management activity that is intended to conserve, restore, maintain, or enhance the Conservation Values of the Protected Property and is performed pursuant to (i) a Riparian Conservation Agreement, (ii) a Land Use Agreement with Bonneville, or (iii) the Management Plan as described in Section II.I. Such habitat work may be conducted with motor vehicles, consistent with Section II.H.19 (Vehicles), and may include the construction and subsequent decommissioning and restoration to natural conditions of temporary roads used to implement the Planned Restoration Work, and the decommissioning and restoration of prior-existing interior access roads. Such habitat work may also require the construction and use of temporary structures, to be utilized by CTUIR, its contractors, and partners for the sole purpose of implementing the Planned Restoration Work. Any temporary structures constructed for the Planned Restoration Work must be disassembled upon completion of the Planned Restoration Work, and the area impacted must be restored to site-appropriate natural habitat conditions. Nothing in this section shall be interpreted to allow the use or maintenance of any temporary structures beyond the completion of the Planned Restoration Work.

   Grantor may conduct additional restoration work in the future, beyond the timeframe of the CTUIR's Planned Restoration Work, subject to written approval by Grantee and Bonneville (*e.g.*, in an amended Management Plan or Land Use Agreement).

9. Personal or Tribal Vegetation Harvest for Traditional and Cultural Use. Grantor may conduct and may allow the CTUIR, its members, and Indigenous people, to gather and harvest plant resources for traditional and cultural use, in a time and manner that is consistent with the Purpose.

10. Conveyance and Encumbrances.

a. Fee Interest. Grantor may convey fee interest in the Protected Property as a single unit of land and shall give prior written notice to Grantee and Bonneville consistent with Section II.Q.1.b, which such written notice shall include the name and contact information of the purchaser and other information reasonably necessary for Grantee and Bonneville to facilitate any necessary dialog about understanding compliance with this Conservation and Restoration Easement and amendment or transfer of the Management Plan with the buyer of the Protected Property. Grantor shall ensure the deed conveying fee affirmatively states that the conveyance is subject to this Conservation and Restoration Easement and reference the recordation number for each instrument.

b. Less-than-Fee Interest Grant of Rights. Grantor may convey less-than-fee interests or otherwise encumber the Protected Property, subject to prior written approval by Grantee and Bonneville, which would include, but is not limited to, leases, licenses, permits, mortgages and deeds of trust, or easements. Prior written approval of Grantee and Bonneville is contingent upon Grantee and Bonneville's determination that the proposed grant of less-than-fee interest or rights is consistent with the Purpose and is not prohibited by the terms and conditions of this Conservation and Restoration Easement. Any less-than-fee interest grant of right shall be subordinate to this Conservation and Restoration Easement and reference that the rights are subject to the terms and conditions of this Conservation and Restoration Easement. For mortgages and deeds of trust, plain language affirming such subordination shall be included in the appropriate conveyance documents and reviewed and approved by Grantee and Bonneville prior to execution. Bonneville will document its written approval through a Land Use Agreement or its equivalent.

Further, for leases, permits, or licenses, Grantee shall have the opportunity to meet with the lessee, permittee, or licensee prior to the execution of the lease, permit, or license to review the requirements of the Conservation and Restoration Easement and Management Plan. The lease, permit, or license shall include a certification by Grantee that the provisions of this subsection have been met. If Grantor executes a lease, permit, or license in violation of this requirement, Grantor shall be liable for all subsequent costs incurred by Grantee in ensuring that the lessee, permittee, or licensee complies with the provisions of this Conservation and Restoration Easement, in addition to any damages and costs recoverable under Section II.M (Enforcement or Judicial Resolution) in the event of a violation. Grantor shall also be liable for any violation of this Conservation and Restoration Easement by its lessee, permittee, licensee, or guest.

11. Requests for Other Uses. In the event Grantor intends to exercise reserved rights under this Conservation and Restoration Easement in a manner that is not clearly addressed in

this Section II.G, Grantor will consult with Grantee in accordance with the notice provisions in Section II.Q.1.b.

H. Prohibited Uses. Any use of, or activity on, the Protected Property inconsistent with the Purpose or materially impairing the Conservation Values is prohibited. Grantor acknowledges and agrees that it will not conduct, engage in or permit any such use or activity. Uses or activities otherwise prohibited under this Section II.H may be temporarily allowed during restoration of the Protected Property, if consistent with the Purpose of this Conservation and Restoration Easement and described in the Management Plan. Without limiting the generality of this subsection, the following uses of, or activities on, the Protected Property, are deemed inconsistent with the Purpose and expressly prohibited, except to the extent expressly reserved in Section II.G or in this Section II.H.

1. Subdivision. The legal or "de facto" division, subdivision, or partitioning of the Protected Property of any kind is prohibited, including but not limited to any subdivision, short subdivision, platting, building site plan, testamentary division, or other process by which the Protected Property is divided into lots or in which title to different portions of the Protected Property are held by different owners.

2. Commercial, Industrial, or Residential Use. Any commercial, industrial, or residential use of the Protected Property is prohibited. This includes, but is not limited to, timber harvest, grazing of livestock, other agricultural use including production of crops, and commercial recreational activities such as allowing hunting or fishing on the Protected Property for profit, consistent with Section 2031(c)(8)(B) of the Internal Revenue Code of 1986, as amended, and Treasury Regulations at 26 CFR 1.170A-14.

3. Buildings, Structures and Other Improvements. The placement or construction of any buildings, structures, or other improvements of any kind is prohibited, including but not limited to dwellings, trailers, mobile homes, agricultural buildings, stock ponds, pipelines, wells, septic systems, drain fields, and parking areas, except for temporary hunting structures or blinds consistent with non-commercial hunting in Section II.G.5, and except as otherwise expressly reserved in Section II.G.

4. Removal of Trees and Other Native Vegetation. The pruning, cutting down, or other alteration, destruction, or removal of live and dead trees and other native vegetation is prohibited except as necessary to exercise the reserved rights in Sections II.G, and for the following purposes: (a) to remove dead, diseased or dying trees that pose a threat to human health or safety or to permitted improvements on the Protected Property; (b) to prune or remove trees or limbs that overhang the boundary of the Protected Property and which pose a risk of damage to permitted fencing or to area outside the Protected Property; (c) to prevent, limit or stop the spread of disease or infestation of pests to other vegetation; or (d) with the prior written approval of Grantee and prior written agreement of Bonneville to preserve, protect, restore or enhance the Conservation Values. Except with the prior written approval of Grantee and prior written agreement of Bonneville, any trees or other native vegetation that are cut down or pruned must be left on the Protected Property to decompose naturally to the extent possible.

5. Utilities. The installation of new utility systems (including but not limited to public or private electric, telephone, or other communications services) or the extension of existing utility systems on, under, or over Protected Property is prohibited, except as necessary to accommodate Planned Restoration Work, or to otherwise relocate utility lines to accommodate Planned Restoration Work.

6. Roads and Impervious Surfaces. The construction of any new roads and any impervious surfaces on existing roads is prohibited, except as consistent with Section II.G.2 (Interior Access Roads), Section II.G.8 (Habitat Management and Planned Restoration Work), and as otherwise reviewed and approved in the Management Plan or Land Use Agreement.

7. Fences. The construction, maintenance, repair, or replacement of any fences or gates, within the Protected Property is prohibited, except as consistent with Section II.G.3.

8. Mining. The exploration for, or development or extraction of, sand, gravel, and other aggregates, hydrocarbons (including but not limited to oil, natural gas, and shale), minerals, or any other mineral substance, on or below the surface of the Protected Property is prohibited. Any alteration of land permitted by this Conservation and Restoration Easement will not be interpreted to allow for the extraction or removal of surface materials inconsistent with Section 170(h)(5) of the Internal Revenue Code of 1986, as amended, and applicable Treasury Regulations.

9. Alteration of Land Topography. Except as expressly permitted in Section II.G, any activity that will alter the soil surface, topography, or subsurface of the Protected Property is prohibited, including, without limitation, excavating, plowing, disking, filling, burning, or removing any soil, sand, gravel, rock, peat, or sod, except as approved by Grantee and Bonneville as consistent with this Conservation and Restoration Easement, the Management Plan, or any Bonneville-issued Land Use Agreement. Any such allowable alteration shall be designed and located to avoid or minimize materially impairing the Conservation Values. This provision shall not be interpreted to permit any extraction or removal of surface materials inconsistent with Section 170(h)(5) of the Internal Revenue Code of 1986, as amended, and applicable Treasury Regulations.

10. Alteration of Watercourses. Except as expressly permitted in Section II.G.8 (Habitat Management and Planned Restoration Work), draining, filling, dredging, ditching, diking, or other alteration of wetland areas, the creation, alteration, or manipulation of ponds, the diking, rip-rapping or other alteration of the Touchet River, or the creation of new wetlands, water impoundments, or watercourses is prohibited, except with the prior written approval of Grantee and prior written agreement by Bonneville to preserve, protect, restore or enhance the Conservation Values, consistent with the Management Plan, or any Bonneville-issued Land Use Agreement.

11. Erosion or Water Pollution. Except as expressly permitted in Section II.G.7 (Emergency Activities to Protect Human Health and Safety) and Section II.G.8 (Habitat Management and Planned Restoration Work), any use or activity that causes or is likely to materially impair the Conservation Values due to soil degradation or erosion or pollution of any surface or subsurface waters is prohibited.

12. Solid Waste and Hazardous Materials Storage and Disposal. The disposal, storage, or abandonment of solid waste, including but not limited to rubbish, garbage, debris, vehicles, sewage, and abandoned equipment or other personal property, and hazardous materials (defined in Section II.R.2) is prohibited. This subsection shall not be interpreted to prohibit the temporary storage of vehicles, equipment, fuel, or other materials or supplies necessary for permitted activities, provided that such vehicles, equipment, fuel, materials, or other supplies are stored in accordance with federal, state, and local law and shall not be stored for a period longer than fourteen (14) calendar days, or for Planned Restoration Work.

13. Signs. The placement of commercial signs, billboards, or other advertising material on the Protected Property is prohibited, except signs that identify the Protected Property, advertise for sale or rent, state the condition of access to the Protected Property, describe the natural features of the Protected Property including but not limited to funding and implementation of the Conservation and Restoration Easement and Planned Restoration Work, or acknowledge prohibitions associated with this Conservation and Restoration Easement, provided that such signs are less than fifteen (15) square feet in area per side and the location of such signs do not materially impair the Conservation Values.

14. Fish and Wildlife Disruption. The intentional disruption of fish spawning, wildlife breeding and nesting, foraging and migrating activities is prohibited. This prohibition will not be construed to prohibit lawful low-impact recreational hunting or fishing on the Protected Property consistent with applicable laws, regulations, and seasons as allowed by Section II.G.5.

15. Planting Non-Native Vegetation. The intentional introduction of weeds required to be eradicated or controlled as a noxious weed pursuant to Washington state classifications and designated by Walla Walla County as Class A or B weed is prohibited on the Protected Property.

16. Harvest of Native Plants. The gathering, picking, taking or harvesting of native plants, or any parts thereof, is prohibited, except for personal use or tribal vegetation harvest for traditional and cultural use, consistent with Section II.G.9.

17. Game Farming and Game Farm Animals. Grantor may not construct, conduct, or operate a game farm or raise, breed or hold game farm animals on the Protected Property. Game farm animals include penned, enclosed or privately owned animals that are normally wild animals, including, but not limited to, deer, elk, caribou, moose,

antelope, mountain sheep, mountain goats, bears, cougars and other cats, furbearers such as mink, foxes, and birds.

18. Feedlots. The establishment, operation and maintenance of a feedlot is prohibited on the Protected Property. A "**feedlot**" means high-density animal confinement facilities, including structures, fencing, and walls, where animals are kept for intensive feeding purposes or where animals are received for short-term use (e.g., for auction) such as Animal Feeding Operations or Concentrated Animal Feeding Operations as defined by Federal, State, and local laws as of the Effective Date of this Conservation and Restoration Easement, or as of the date the facility is proposed if said definition is subsequently amended to be more restrictive.

19. Vehicles. The operation of cars, trucks, motorcycles, ATVs, utility task vehicles ("**UTVs**"), dune buggies, snowmobiles, or any other type of motorized vehicle, or the operation of other motorized sources of compaction or erosion that could materially impair the Conservation Values, is generally only allowed on interior access roads described in Section II.G.2 and shown in Exhibit F, except as necessary off-road to maintain, repair, replace, and construct fences and gates (Section II.G.3), apply herbicides and pesticides (Section II.G.4), engage in low-impact recreational hunting (Section II.G.5) (e.g., use of an ATV over the Protected Property to aid in the transportation of a deceased animal), conduct emergency activities (Section II.G.7), and implement permitted habitat management work and the Planned Restoration Work (Section II.G.8), and to conduct other land management, maintenance, and monitoring activities. Such limited off-road use may not create rutting, tracks, or soil disturbance and must be consistent with the uses and activities described in Land Use Agreements or the Management Plan

I. **Management Plan.** As of the Effective Date of this Conservation and Restoration Easement, the Parties have jointly developed and agreed to a written plan for management of the Protected Property ("**Management Plan**") and which Grantee and Bonneville have determined to be consistent with this Conservation and Restoration Easement (see **Exhibit H**, Acknowledgment of Management Plan). The Management Plan will be kept on file at the offices of Grantee, CTUIR, and Bonneville. The Management Plan will be revised, as necessary, by Grantee in the event of a change of ownership of the Protected Property or every five (5) years, or when it is necessary to address changed circumstances affecting the Protected Property. The Management Plan and any amendments thereto shall be consistent with the terms and conditions of this Conservation and Restoration Easement and shall require the written approval of the Parties and Bonneville, each in their sole discretion, before taking effect. In no case may the Management Plan permit any use of the Protected Property that is prohibited by the terms and conditions of this Conservation and Restoration Easement. In the event of a conflict, the terms and conditions of this Conservation and Restoration Easement shall prevail over the Management Plan. The Management Plan is binding on Grantor's successors and assigns.

An acknowledged Management Plan that is effective as of the date of any change of ownership, five (5) year revision period, or changed circumstances necessitating a revision,

shall remain in effect until such time as a revised Management Plan is completed. A revision of the acknowledged Management Plan must be approved in writing by the Parties and Bonneville. If the Parties cannot agree to a revised Management Plan, then the existing Management Plan remains in effect.

J. Annual Report. By April 15 each year, Grantee shall submit a report to Bonneville for annual monitoring conducted in the prior calendar year. The annual report will describe, at a minimum, any changed conditions of the Protected Property and status of the Conservation Values, including but not limited to documenting the implementation of any Planned Restoration Work, any uses or activities undertaken, in progress, or planned, any violations or potential violations of the Conservation and Restoration Easement or other issues with compliance, and any enforcement action(s) taken.

K. Public Access. No right of access or entry to or use of the Protected Property by the general public is conveyed by this Conservation and Restoration Easement. Grantor retains the sole and exclusive right to grant any public access to the Protected Property, and all such access must be consistent with the Purpose and the terms and conditions of this Conservation and Restoration Easement.

L. Dispute Resolution.

1. Preventative Discussions. Each Party will promptly give the other (and Bonneville) notice of problems or concerns arising in connection with the other's actions under this Conservation and Restoration Easement or the use of or activities or conditions on the Protected Property, and will meet as needed, but no later than fifteen (15) business days after receipt of a written request for a meeting, to minimize any harm. Bonneville may, but is not required to, participate in such discussions.

2. Mediation. Mediation will proceed if: (1) Parties disagree as to the consistency of any proposed use or activity with the Purpose or terms and conditions of this Conservation and Restoration Easement and the Parties are unable to resolve such disagreement through unassisted preventive discussions in Section II.L.1; (2) Bonneville and Grantee are in agreement that mediation is preferred over enforcement or judicial resolution in Section II.M; and (3) Grantor agrees not to proceed with the use or activity pending resolution of the dispute. If these conditions are met, Grantor or Grantee may refer the dispute to mediation by request made in writing upon the other. Within thirty (30) calendar days of the receipt of such a request, the parties to the mediation ("**Mediation Parties**") shall refer the dispute to a single impartial mediator acceptable to each Party. Mediation shall then proceed in accordance with the following guidelines:

    a. Purpose of Mediation. The purpose of the mediation is to: (a) promote discussion among the Mediation Parties; (b) assist the Mediation Parties to develop and exchange pertinent information concerning the issues in dispute; and (c) assist the Mediation Parties to develop proposals which enable them to arrive at a mutually acceptable resolution of the controversy. The mediation is not intended to result in

any express or de facto modification or amendment of the terms, conditions or restrictions of this Conservation and Restoration Easement.

b. Participation. The mediator may meet with the Mediation Parties and their counsel jointly or ex parte. The Mediation Parties agree they will participate in the mediation process in good faith and expeditiously, attending all sessions scheduled by the mediator. Representatives of all Mediation Parties with settlement authority will attend mediation sessions as requested by the mediator.

c. Time Period. Neither Party shall be obligated to continue the mediation process (i) beyond a period of sixty (60) calendar days from the date of receipt of the initial request, or (ii) if the mediator concludes there is no reasonable likelihood continuing mediation will result in a mutually agreeable resolution of the dispute.

d. Costs. While the dispute remains unresolved, the costs of the mediator shall be borne equally by the Parties; the Mediation Parties shall bear their own expenses, including attorneys' fees, unless otherwise agreed. Upon resolution of the dispute, mediation expenses shall be treated as Costs of Enforcement recoverable by the substantially prevailing Party as described in Section II.M.5.

e. Impasse. In the event the Mediation Parties are not successful in resolving a dispute in accordance with the preventative discussion and mediation procedures in this Section II.L, they may pursue any and all legal courses of action available to them as to the specific dispute.

f. Effect of Non-Participation. If Grantor or Grantee fails to undertake mediation as appropriate and provided for in this Section II.L and/or share costs and expenses related to such action, such Party shall not be entitled to any recovery for costs pursuant to Section II.M.5.

g. Bonneville. Bonneville may, but does not have the obligation to, participate in or fund mediation, and may pursue a separate enforcement action as described in Section II.M. The costs and expenses of this Section II.L may not be appropriately applicable to, and are not binding upon, the United States (Bonneville).

M. Enforcement or Judicial Resolution.

1. Notice of Violation, Corrective Action. If Grantee determines Grantor, or Grantor's employees, agents, contractors, licensees, invitees or guests, is violating, or in threat of violating, the terms and conditions of this Conservation and Restoration Easement, and if such determination or dispute is not resolved by the preventative discussions and mediation process described in Section II.L, Grantee will give written notice to Grantor and demand corrective action sufficient to cure the violation within thirty (30) calendar days. Where the violation involves injury to the Protected Property or materially impairs the Conservation Values, Grantor will be required, at its sole expense, to restore the Protected Property or Conservation Values to their prior condition in accordance with a

plan approved by Grantee and Bonneville. Grantee may pursue its own remedies without waiting for any cure period in a violation notice to expire, if Grantee, in its sole discretion, determines circumstances require immediate Grantee action to prevent or mitigate significant damage to the Conservation Values.

2. Grantor's Failure to Respond. Grantee or the United States (Bonneville) may bring an action as provided in Section II.M.3 if Grantor: (1) fails to cure the violation within fifteen (15) calendar days after receipt of a notice of violation from Grantee given pursuant to Section II.M.1, or (2) under circumstances where the violation cannot reasonably be cured within such fifteen (15) day period, fails to begin curing the violation within the fifteen (15) day period and fails to continue diligently to cure such violation until finally cured.

3. Grantee's and United States' Action. Grantee or the United States (Bonneville) may bring an action at law or in equity in a court having jurisdiction to enforce the terms and conditions of this Conservation and Restoration Easement: (1) to enjoin the violation by temporary or permanent injunction; (2) to require the restoration of the Protected Property to the condition that existed prior to the use or activity that caused harm; and (3) to recover any damages to which they may be entitled, including but not limited to, all staff time and expenses incurred responding to the violation, and injury to the Conservation Values, including damages for the loss of natural, scenic, open space, or other environmental values. These remedies shall be cumulative and in addition to all remedies now or hereafter existing.

4. Grantor's Action. In the event Grantor seeks a determination as to the legal meaning or effect of this Conservation and Restoration Easement, or as to any alleged violation hereof by Grantee, and if such determination or dispute is not resolved as set forth in Section II.L, then nothing in this Conservation and Restoration Easement shall prohibit Grantor from bringing judicial action in law or equity in a court of competent jurisdiction.

5. Costs of Enforcement. In any suit, action, or proceeding to enforce or interpret this Conservation and Restoration Easement, the substantially prevailing Party in any such suit, action or proceeding will be entitled to recover from the non-prevailing Party all costs and expenses incurred therein, including reasonable attorneys' fees and costs of litigation, including fees of experts and consultants and all such costs and expenses will be included in any judgment secured by such prevailing Party. In the event Grantor or Grantee secures redress for a Conservation and Restoration Easement violation without initiating or completing a judicial proceeding, the Party determined to be responsible for the unauthorized use or activity will be entitled to all costs of restoration and enforcement as though the matter had been resolved by judicial resolution. This subsection may not be appropriately applicable to, and is not binding upon, the United States (Bonneville).

6. Discretion in Enforcement. Enforcement of the terms and conditions of this Conservation and Restoration Easement is at the discretion of each Party and Bonneville. The failure of any Party or Bonneville to discover a violation, or to require strict performance of this

Conservation and Restoration Easement, shall not constitute a waiver of any strict future performance, or of any rights or remedies granted under this Conservation and Restoration Easement.

7. Compliance Certificates. Upon request by Grantor, Grantee will within thirty (30) calendar days execute and deliver to the Grantor, or to any party designated by Grantor, any document including a compliance certificate, that certifies, to the best of the certifying Grantee's knowledge, the status of Grantor's compliance with any obligation of Grantor contained in this Conservation and Restoration Easement, and otherwise evidences the status of this Conservation and Restoration Easement. Such certification will be limited to the condition of the Protected Property as of the Grantee's most recent inspection. If Grantor requests more current documentation, Grantee will conduct an inspection, at Grantor's expense, and provide the compliance certificate to Grantor within forty-five (45) calendar days of receipt of Grantor's written request and payment therefore.

N. Termination and Valuation.

1. Termination Standard. As described in the Purpose (Section II.B) and other provisions herein, Parties and Bonneville intend that Conservation Values in this Conservation and Restoration Easement will be permanently preserved and protected, and restored where appropriate. Therefore, this Conservation and Restoration Easement may only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction (including but not limited to condemnation proceedings, to the extent applicable to a federal real property interest) or by mutual written agreement of the Parties and Bonneville (as described below in Section II.N.2 and Section II.S), either to settle condemnation proceedings if applicable, necessary, and deemed preferable or when a subsequent, unexpected change in the conditions of the Protected Property or the surrounding area makes impossible the continued use of the Protected Property for the intended Purpose. The impossibility threshold is not met with changed environmental conditions related to climate change, or other natural events, for example, wildfire, river channel migration, erosion or avulsion, failure of this Conservation and Restoration Easement to be considered a "qualified conservation easement" as defined by 26 U.S.C. Section 2031(c)(8)(B), or economic considerations making non-compliance more profitable than compliance.

2. Mutual Written Agreement and Exchange. If the impossibility threshold in Section II.N.1 is met or there is a settlement in lieu of condemnation consistent with Section II.S, and Parties and Bonneville mutually agree to release this Conservation and Restoration Easement in whole or part as a result, Parties and Bonneville will identify whether monetary compensation is more appropriate based on the fair market value of the land released (e.g., a small area released in settlement of condemnation), or is more appropriate for an exchange property having equal or better Conservation Values aligned with Bonneville's Northwest Power Act mitigation purposes and funding. Any release would subsequently be recorded by a Deed of (Partial or Full) Release of Conservation and Restoration Easement in the records of Walla Walla County. Any exchange would

occur as a new land acquisition transaction with substantially the same rights and habitat as the Protected Property, only after meeting Bonneville's approval and due diligence requirements under federal acquisition law, regulations, and standards.

3. Valuation. The Parties and Bonneville stipulate this Conservation and Restoration Easement has a fair market value determined by multiplying (a) the fair market value of the Protected Property unencumbered by the Conservation and Restoration Easement as vacant (without the Conservation and Restoration easement or any subsequent liens or encumbrances) determined by an Uniform Standards of Professional Appraisal Practice-compliant appraisal by a qualified appraiser, by (b) a ratio of 78.5% (Grantee's Proportionate Value). Thus, in the event of extinguishment as set forth in Sections II.N.1 and 2, Grantee shall be entitled to proceeds attributable to Grantee's Proportionate Value. For purposes of this subsection, Grantee's Proportionate Value ratio will remain constant. Grantee shall coordinate with Bonneville and apply any such funds Grantee receives to fish and wildlife habitat conservation as approved in advance by Bonneville.

4. Economic Valuation Does Not Justify Termination. In granting this Conservation and Restoration Easement, Grantor has considered the fact that any use of the Protected Property prohibited by this Conservation and Restoration Easement, or any other use as determined to be inconsistent with the Purpose, may be or become economically more valuable than permitted uses. It is the intent of the Parties and Bonneville that such circumstances shall not justify the termination or extinguishment of this Conservation and Restoration Easement. Grantor's inability to carry on any or all of the permitted uses, or the unprofitability of doing so, shall not impair the validity of this Conservation and Restoration Easement or be considered grounds for its termination or extinguishment.

O. Responsibilities Related to Ownership. Grantor retains all responsibilities of ownership for the Protected Property and will bear all cost and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Protected Property, including but not limited to noxious weed and invasive species response and the maintenance of adequate liability insurance coverage. Grantor remains solely responsible for obtaining any necessary and applicable governmental review, permits, and approval for any activity or use permitted by this Conservation and Restoration Easement, including but not limited to any necessary ESA review and permits, and cultural or historic resource mitigation or preservation. All such activity or use will be undertaken in accordance with all applicable federal, state, and local laws, regulations, and requirements.

P. Real Estate Taxes. Grantor will pay all taxes, assessments, fees, and other charges levied on or assessed against the Protected Property by the relevant government authority as they become due and will furnish Grantee with the satisfactory evidence of payment upon request. Unpaid taxes will be subordinate to this Conservation and Restoration Easement.

Q. Notice and Approval.

1. Notice.

a. Notice by Grantee and Bonneville. Certain provisions of this Conservation and Restoration Easement require Grantee to give notice to Grantor prior to undertaking certain activities. Whenever such notice is required, and no other timeline for notice is set forth elsewhere in this Conservation and Restoration Easement, Grantee shall provide such notice in writing not less than thirty (30) calendar days prior to the date Grantee intends to undertake the use or activity in question.

b. Notice by Grantor. Certain provisions of this Conservation and Restoration Easement require Grantor to give notice to Grantee or to seek Grantee's approval prior to undertaking certain permitted uses and activities. The purpose of requiring Grantor to notify Grantee prior to undertaking these permitted uses and activities is to afford Grantee an adequate opportunity to ensure that the use or activity in question is designed and carried out in a manner consistent with the Purpose. Whenever such notice is required, and no other timeline for notice is set forth elsewhere in this Conservation and Restoration Easement, and Grantee's approval is not required, Grantor shall provide such notice in writing not less than thirty (30) calendar days prior to the date Grantor intends to undertake the use or activity in question.

Whenever Grantee's approval is required, Grantor shall provide notice in writing not less than ninety (90) calendar days prior to the date Grantor intends to undertake the use or activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed use or activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the terms and conditions of this Conservation and Restoration Easement and the Purpose thereof. Upon receipt of such notice, Grantee shall immediately forward a copy to Bonneville.

2. Approval or Agreement.

a. Basis of Approval or Agreement. Wherever in this Conservation and Restoration Easement a Party's approval or Bonneville's agreement is required, such approval or agreement must be based upon a reasonable determination by the approving or agreeing Party that a proposed action or use would be consistent with the Purpose or terms and conditions of this Conservation and Restoration Easement. Any approval or agreement may include reasonable conditions consistent with the Purpose and terms and conditions of this Conservation and Restoration Easement that must be satisfied in undertaking the proposed action or use.

b. Timeline for Approval or Agreement. Whenever in this Conservation and Restoration Easement a Party's approval or Bonneville's agreement is required, and no other timeline for approval or agreement is set forth, the Party whose approval or agreement is required shall grant or withhold its approval or agreement in writing within the following time periods:

i. *Approval by Parties.* Where approval by either Party is required, that Party shall grant or withhold its approval within sixty (60) calendar days of receipt of a written request for approval as per Section II.Q.1.b. Grantee will coordinate with Bonneville on any proposed approvals.

ii. *Agreement by Bonneville.* Where agreement by Bonneville is required, except for amendments to the Management Plan, Bonneville will use its best efforts to provide its written agreement within thirty (30) calendar days of receipt of Grantee's written decision (by Bonneville Land Use Agreement or other written instrument) to grant or withhold approval or within ninety (90) calendar days of receipt of Grantor's written request for approval, whichever comes later.

c. No Waiver or Assumption Upon Failure to Grant or Deny Approval within the Required Time. When approval of either Party or agreement by Bonneville is required under this Conservation and Restoration Easement, and when such approval or agreement is not granted or denied within the time period and manner set forth in this Section II.Q.2, the Party requesting approval or agreement may not assume the other Party's or Bonneville's approval of the proposed action, use, or activity in question. The Parties agree failure to grant or withhold approval within the required time on any proposed action, use, or activity shall not be deemed or construed to be a waiver of either Party's or Bonneville's rights under this Conservation and Restoration Easement with respect to any future proposed action, use, or activity.

d. Inclusion in Management Plan. Any activity requiring the approval of a Party or agreement by Bonneville may be approved and agreed upon in advance via inclusion in the Management Plan pursuant to Section II.I.

3. Optional Consultation. If Grantor is unsure whether a proposed use or activity not requiring prior approval pursuant to this Conservation and Restoration Easement is prohibited, Grantor may consult Grantee by providing Grantee a written notice describing the nature, scope, design, location, timetable, and any other material aspect of the proposed use or activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the Purpose and the terms and conditions of this Conservation and Restoration Easement, and to provide comments thereon to Grantor. Grantee will provide notice and any appropriate documents describing the consultation to Bonneville. This subsection does not itself impose a requirement of prior approval of the activity described in any such notice.

4. Exigent Circumstances. If exigent circumstances (described in Section II.G.7, Emergency Actions to Protect Public Health and Safety) require Grantor to make a decision regarding the use of the Protected Property in less time than is provided for in Section II.Q (Notice and Approval), Grantor will make reasonable efforts to request, and Grantee and Bonneville will make reasonable efforts to provide, expedited review of a proposed action. If exigent circumstances exist and Grantor has made reasonable

efforts to provide Grantee and Bonneville with notice or secure the approval of Grantee and agreement by Bonneville as required by this subsection, or if circumstances are such that immediate action is required, and if Grantor's actions are not otherwise prohibited by this Conservation and Restoration Easement, Grantor's failure to comply with the notice and approval or agreement requirements of this subsection shall not, in itself, constitute a violation of this Conservation and Restoration Easement. This subsection shall not be interpreted to permit any use or activity on the Protected Property that would otherwise be prohibited.

Notwithstanding the above, Grantor shall accept full responsibility for the cost of a retroactive remedy in the event Grantee or Bonneville determine the action taken by Grantor is prohibited under this Conservation and Restoration Easement, consistent with Section II.G.7.

5. Addresses. Any notice, demand, request, consent, approval, agreement or communication that either Party or Bonneville desires or is required to give to the others must be in writing and either served personally or sent by first class certified mail, postage prepaid, with original dispatched by certified mail, addressed as follows, or to such other address as either Party or Bonneville from time to time will designate by written notice to the other:

To Grantor:	Touchet River Ranch, LLC John B. Gailey, Manager Susan K. Gailey, Manager 222 Indian Court Richland, WA, 99352
To Grantee:	Blue Mountain Land Trust P.O. Box 1473 Walla Walla, WA 99362
To Bonneville:	Bonneville Power Administration Real Property Services TERR-3 Tract ID: UMATT-WL-15 P.O. Box 3621 Portland, OR 97208

Or to such other addresses as either Party designates by written notice to the other. Electronic mail may be used to informally communicate between Parties and Bonneville prior to any such formal mailing and may sufficiently substitute for formal mailing as agreed upon between the Parties and Bonneville.

R. Environmental Compliance and Liability.

1. Environmental Laws. The term "**Environmental Laws**" includes, without limitation, the ESA (see Section I.E), the Comprehensive Environmental Response,

Compensation, and Liability Act of 1980, as amended (42 U.S.C. §§ 9601 *et seq.*, "**CERCLA**"), the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. §§ 6901 *et seq.*), the Hazardous Materials Transportation Act, as amended (49 U.S.C. §§ 5101 *et seq.*), the Federal Water Pollution Control Act, as amended (33 U.S.C. §§ 1251 *et seq.*), including the Oil Pollution Act of 1990 (33 U.S.C. §§ 2701-2761), the Safe Drinking Water Act, as amended (42 U.S.C. §§ 300f *et seq.*), the Federal Insecticide, Fungicide, and Rodenticide Act, as amended (7 U.S.C. §§ 136 *et seq.*), together with the implementing regulations and other requirements of these federal statutes, and Washington state and local equivalent laws, regulations, and ordinances.

2. Hazardous Materials. The term "**Hazardous Materials**" for purposes of this Conservation and Restoration Easement includes, without limitation: (a) material that is flammable, explosive, or radioactive; (b) petroleum products, including by-products and fractions; and (c) hazardous materials, hazardous wastes, hazardous substances, toxic substances, pollutants (including but not limited to pesticides, herbicides, or fertilizers), or contaminants as designated by and defined in applicable Environmental Laws.

3. Environmental Representations and Warranties. Grantor represents and warrants that, after reasonable investigation and to the best of Grantor's knowledge:

   a. No Defects. There are no apparent or latent defects in or on the Protected Property.

   b. Statement of Current Compliance and Promise of Future Compliance. As of the Effective Date of this Conservation and Restoration Easement, Grantor, and its lessees, licensees, permittees, and invitees are in compliance with all federal, state, and local laws, regulations, and requirements applicable to the Protected Property and its use, including without limitation all Environmental Laws, and will remain in compliance.

   c. No Disposal or Release of Hazardous Materials. As of the Effective Date, there has been no release, dumping, burying, abandonment, disposal, or off-site migration onto or under the Protected Property of any Hazardous Materials. Grantor has no actual knowledge or reason to suspect the presence of underground storage tanks.

      Grantor further covenants that Grantor, and its heirs, successors, assigns, lessees, licensees, permittees, and invitees, will not, by any act or omission cause, contribute to, allow, or exacerbate a release of Hazardous Materials on, over, under, or near the Protected Property. A release includes any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing any Hazardous Materials into the environment, and the abandonment or discarding of barrels, containers, and other closed receptacles or solid waste containing any hazardous materials. A release does not include the

proper application of fertilizers, herbicide, or pesticide in accordance with appropriate Environmental Laws and product labels, as allowed in Section II.G.4.

d. Storage and disposal of solid and hazardous waste is also prohibited in Section II.H.12.

e. No Notice, Pending or Threatened Litigation. There is no pending or threatened litigation affecting the Protected Property or any portion of the Protected Property. No civil or criminal proceedings have been instigated or are pending against Grantor by government agencies or third parties arising out of alleged violations of Environmental Laws, and Grantor has not received any notices of violation, penalties, claims, demand letters, or other notifications relating to a breach of Environmental Laws.

4. Notifications of Release, Removal, and Remediation. In addition to the notifications to regulatory entities and others required under applicable Environmental Laws, Grantor shall promptly notify Grantee of the presence or release of Hazardous Materials on, over, under, or near the Protected Property, whether caused or discovered by the Grantor or any other person or entity. If, at any time, a release on, under, or near the Protected Property is caused, contributed to, exacerbated by, or allowed by any act or omission of Grantor, or its heirs, successors, assigns, lessees, licensees, permittees, and invitees, Grantor shall be solely responsible for taking any action required by Environmental Laws or regulatory authorities to contain, remove, and remediate the release, and for any action required by Grantee (acting in cooperation with any regulatory authority, where appropriate) to protect and preserve the Conservation Values, at no cost to Grantee or the United States (Bonneville).

5. Control. Nothing in this Conservation and Restoration Easement shall be construed as giving rise to any right or ability in Grantee or Bonneville (United States) to exercise physical or managerial control over the day-to-day operations of the Protected Property, or any of Grantor's activities on the Protected Property. Grantee and Bonneville (United States) are not "owners or operators" with respect to the Protected Property, as defined by CERCLA and relevant case law, by virtue of funding, recording, implementing, monitoring, or enforcing this Conservation and Restoration Easement.

6. Environmental Indemnification. Except to the extent caused by Grantee or Bonneville and their successors and assigns, employees, contractors, members, directors, officers, and agents, Grantor agrees to defend, hold harmless, and indemnify Grantee and Bonneville (United States) from and against any and all liability, litigation, claims, causes of action, demands, judgments, penalties, costs, losses, damages, expenses, or any other fees, including attorney and consultant fees, related to Grantor's Environmental Representations and Warranties (Section II.R.3) and related to the use, storage, disposal, release, or transportation of Hazardous Materials regulated by Environmental Laws on, over, under, or migrating into the Protected Property.

S. **Amendment.** Amendments will be approved only in limited situations and only in the types of conditions outlined below. Except for Sections II.S.2 and II.S.3, below, no amendments to this Conservation and Restoration Easement will be granted which remove any protections from the Conservation Values and Protected Property. The circumstances in which an amendment will be considered are:

1. To correct an error or ambiguity;
2. To settle condemnation proceedings (Section II.N.2);
3. Mutual Written Agreement and Exchange (Section II.N.2);
4. To place further restrictions on the Protected Property; or
5. When determined by Grantee and Bonneville, to be appropriate, consistent with the Conservation Purposes, and/or an enhancement to existing Conservation Values.

Nothing in this paragraph shall be interpreted to require Grantee or Bonneville to grant an amendment request, even if all the foregoing criteria are met. Any request to amend the Conservation and Restoration Easement will be considered and processed according to the written policy of Grantee in effect.

No amendment will be allowed that will affect the qualification of this Conservation and Restoration Easement or the status of Grantee under any applicable laws, including RCW 64.04.130, Chapter 84.34 RCW, or Section 170(h) of the Internal Revenue Code of 1986, as amended (or any successor provision(s) then applicable), or that could cause the Conservation and Restoration Easement to become non-compliant with any applicable federal, state, or local law, regulation, or ordinance. Any amendment must be consistent with the Purpose, may not affect its perpetual duration, shall not result in the release of any or all of the Protected Property from permanent protection under this Conservation and Restoration Easement absent extinguishment as to all or a portion of the Protected Property in accordance with the provisions of Sections II.N.1 and 2 above; and shall be recorded in the official records of Walla Walla County, Washington, and any other jurisdiction in which such recording is required.

T. **Assignment.** If Grantee desires to transfer its obligations or otherwise ceases to exist or becomes unable to perform the duties herein, this Conservation and Restoration Easement may only be assigned to the United States, acting by and through Bonneville, or to a qualified entity meeting the requirement of Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable Treasury Regulations, able to acquire and hold conservations easement interests under RCW 64.04.130 or RCW 84.34.250, and approved in writing by Bonneville at least ninety (90) calendar days prior to assignment. Grantee will additionally notify Grantor in writing, at Grantor's last known address, in advance of such assignment. The failure of Grantee to give such notice will not affect the validity of such assignment nor impair the validity of this Conservation and Restoration Easement or limit its enforceability in any way.

U. **Administrative Provisions.**

1. Controlling Law. This Conservation and Restoration Easement was created under, and will be interpreted, performed, and governed by, the laws of the state of Washington and applicable federal law.

2. Liberal Construction. This Conservation and Restoration Easement will be liberally construed to best effectuate the Purpose and the policy and provisions of RCW 64.04.130 and RCW 84.34. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Purpose that would render the provision valid will be favored over any interpretation that would render it invalid.

3. Severability. If any provision of this Conservation and Restoration Easement, or its application to any person or circumstance, is found to be invalid, the remainder of the provisions, or the application of such provision to persons or circumstances other than those found to be invalid, will not be affected.

4. Entire Agreement. This Conservation and Restoration Easement, including its attached exhibits and the Baseline Inventory, sets forth the entire agreement of the Parties and Bonneville and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Protected Property.

5. No Forfeiture. Nothing contained in this Conservation and Restoration Easement will result in a forfeiture or reversion of Grantor's title in any respect.

6. "Grantor", -"Grantee", and "Bonneville". The terms "Grantor", "Grantee", and "Bonneville", wherever used or referred to in "Party" or "Parties" (as applicable) in this Conservation and Restoration Easement, shall be read to appropriately include heirs, successors, assigns, representatives, employees, contractors, directors, officers, agents, invitees, and licensees.

7. Termination of Rights and Obligations. A Party's rights and obligations under this Conservation and Restoration Easement terminate upon transfer of the Party's interest in the Conservation and Restoration Easement or Protected Property, except that liability for acts or omissions occurring prior to transfer will survive transfer. Bonneville's third party rights terminate only when the Conservation and Restoration Easement is fully extinguished in accordance with Sections II.N.1 and 2 or otherwise released by the agency by a recorded instrument.

8. Acts Beyond Grantor's Control. Nothing in this Conservation and Restoration Easement entitles Grantee or Bonneville to take action against Grantor for any injury to or change in the Protected Property resulting from causes beyond Grantor's control, including but not limited to fire, flood, earthquake, or acts of war. In addition, Grantor is not responsible for any prudent action Grantor takes under emergency conditions to prevent, abate, or mitigate significant injury to the Protected Property resulting from such causes. In the event the terms of this Conservation and Restoration Easement are violated by acts of trespassers, and Grantor has not taken suit itself, Grantor agrees to

assign its right of action to Grantee for the purposes of pursuing enforcement action against the responsible parties.

9. Effective Date. The "**Effective Date**" of this Conservation and Restoration Easement is the date it is fully executed and recorded in the records of Walla Walla County, Washington.

10. Exhibits. All exhibits are incorporated and made a part of this Conservation and Restoration Easement.

Exhibit A	Legal Description – Conservation and Restoration Easement
Exhibit B	Map – Conservation and Restoration Easement
Exhibit C	Riparian Conservation Agreement
Exhibit D	Certificate of Water Right #345
Exhibit E	Legal Description – Reserved Water Rights
Exhibit F	Acknowledgement of Baseline Inventory
Exhibit G	Road Map – Conservation and Restoration Easement
Exhibit H	Acknowledgment of Management Plan
Exhibit I	Acceptable Title Encumbrances
Exhibit J	Access Easement (UMATT-AR-15)
Exhibit K	Amended Riparian Conservation Agreement

11. Recitals. The Parties and Bonneville agree the terms and recitals set forth in Section I (among other terms and conditions of this Conservation and Restoration Easement in Section II) are material to this Conservation and Restoration Easement. Each term and recital is fully incorporated into this Conservation and Restoration Easement.

V. Grant, Covenants and Warranties of Title, Acknowledgments.

TO HAVE AND TO HOLD this Conservation and Restoration Easement to Grantee and its successors and assigns with third-party rights to the United States and its assigns, forever.

Grantor warrants and covenants to and with Grantee and the United States that the Grantor is lawfully seized and possessed of the Protected Property in fee simple, with a good and lawful right to grant this Conservation and Restoration Easement and third party rights; that the Protected Property is free and clear of all encumbrances and restrictions subject to all encumbrances and restrictions of record as of the Effective Date set forth in **Exhibit I** (Acceptable Title Encumbrances), that Grantee and the United States shall have the use of and enjoy all the benefits derived from and arising out of this Conservation and Restoration Easement and third party rights, that the Grantor shall at the request of Grantee or the United States execute or obtain any reasonable further assurances of the title of the Protected Property and defend Grantee and the United States against all persons who claim a lawful interest in the Protected Property, except for persons who claim interests pursuant to encumbrances and restrictions of record as described in **Exhibit I**.

**********SIGNATURES TO FOLLOW**********

33390048 BPA-2026-01154-F 0447

IN WITNESS WHEREOF, the undersigned Parties and Bonneville (United States) have executed this instrument as of the date set forth below.

Grantor, Touchet River Ranch, LLC:

_____ _____
John B. Gailey Date
Manager and Member, Touchet River Ranch, LLC

_____ _____
Susan K. Gailey Date
Manager and Member, Touchet River Ranch, LLC

Acceptance by Grantee, Blue Mountain Land Trust, Holder of Conservation and Restoration Easement

_____ _____
Amanda Martino, Executive Director Date

Acceptance by the United States of America, Third Party Rights

_____ _____
Luke Arant Date
Bonneville Power Administration
Supervisory Realty Specialist

**********ACKNOWLEDGEMENTS TO FOLLOW**********

ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss:
COUNTY OF WALLA WALLA)

I certify that I know or have satisfactory evidence that **John B. Gailey** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the **Manager and Member of Touchet River Ranch, LLC** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

_____
Notary Public

Print Name_____

My commission expires_____

ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss:
COUNTY OF WALLA WALLA)

I certify that I know or have satisfactory evidence that **Susan K. Gailey** is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the **Manager and Member of Touchet River Ranch, LLC** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

_____
Notary Public

Print Name_____

My commission expires_____

ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss:
COUNTY OF WALLA WALLA)

I certify that I know or have satisfactory evidence that **Amanda Martino** is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the **Executive Director of the Blue Mountain Land Trust** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

_____
Notary Public

Print Name_____

My commission expires_____

ACKNOWLEDGMENT

STATE OF OREGON)
) ss:
COUNTY OF MULTNOMAH)

I certify that I know or have satisfactory evidence that **Luke Arant** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the **Supervisory Realty Specialist of the United States of America, Bonneville Power Administration**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

_____
Notary Public

Print Name_____

My commission expires_____

EXHIBIT A
Legal Description – Conservation and Restoration Easement
(BPA Tract ID UMATT-WL-15)

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, THE WEST HALF OF THE WEST HALF OF SECTION 32, THE EAST HALF OF THE NORTHEAST QUARTER AND THE SOUTH HALF OF SECTION 31, ALL IN TOWNSHIP 9 NORTH, RANGE 34 EAST OF THE WILLAMETTE MERIDIAN; THE NORTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 8 NORTH, RANGE 34 EAST OF SAID WILLAMETTE MERIDIAN; AND THE NORTHEAST QUARTER OF SECTION 1 IN TOWNSHIP 8 NORTH, RANGE 33 EAST OF SAID WILLAMETTE MERIDIAN, SAID LANDS BEING A PORTION OF THOSE LANDS CONVEYED TO IVAN J. ECCLES AND EDNA ECCLES BY THAT WARRANTY DEED RECORDED MAY 8, 1968 IN BOOK 326 OF DEEDS AT PAGE 601 UNDER AUDITOR'S FILE NO. 494082. EXCEPTING THEREFROM THOSE LANDS CONVEYED TO CASEY FARMS. INC. BY THAT WARRANTY FULFILLMENT DEED RECORDED JANUARY 6. 1978 IN VOLUME 74 OF DEEDS AT PAGE 345 UNDER AUDITOR'S FILE NO. 1978-00153. AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 31 IN TOWNSHIP 9 NORTH, RANGE 34 EAST, WILLAMETTE MERIDIAN, WHICH POINT IS ALSO THE SOUTHEAST CORNER OF THOSE LANDS CONVEYED TO IVAN J. ECCLES AND EDNA ECCLES BY THAT WARRANTY DEED RECORDED MAY 8, 1968 IN BOOK 326 OF DEEDS AT PAGE 601 UNDER AUDITOR'S FILE NO. 494082, SAID POINT BEING MARKED BY A 3/4-INCH IRON ROD, FROM WHICH A 1/2-INCH IRON REBAR MARKING THE SOUTHWEST CORNER OF SAID SECTION 31 BEARS S88°47'10"W A DISTANCE OF 5285.49 FEET, AND RUNNING THENCE ALONG THE BOUNDARY OF SAID ECCLES LANDS BY THE FOLLOWING COURSES AND DISTANCES:

ALONG THE SOUTH LINE OF SAID SECTION 31, S88°47'10"W A DISTANCE OF 1321.37 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 31; THENCE ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, N01°16'09"W A DISTANCE OF 125.00 FEET; THENCE N82°34'11"W A DISTANCE OF 339.27 FEET; THENCE S55°00'59"W A DISTANCE OF 316.61 FEET TO A POINT ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE CONTINUING S55°00'59"W A DISTANCE OF 179.37 FEET; THENCE S68°27'59"W A DISTANCE OF 261.61 FEET; THENCE S57°49'59"W A DISTANCE OF 292.28 FEET; THENCE S5I°42'59"W A DISTANCE OF 1221.10 FEET; THENCE S72°27'59"W A DISTANCE OF 971.45 FEET; THENCE S84°08'59"W A DISTANCE OF 270.26 FEET; THENCE N86°59'01"W A DISTANCE OF 298.41 FEET; THENCE S75°03'59"W A DISTANCE OF 251.06 FEET TO A POINT ON THE EAST LINE OF SECTION 1 IN TOWNSHIP 8 NORTH, RANGE 33 EAST OF SAID WILLAMETTE MERIDIAN; THENCE S73°33'21"W A DISTANCE OF 799.95 FEET; THENCE S76°58'21"W A DISTANCE OF 323.96 FEET; THENCE N88°04'39"W A DISTANCE OF 332.28 FEET; THENCE

S73°28’21”W A DISTANCE OF 257.67 FEET; THENCE S47°29’21”W A DISTANCE OF 514.94 FEET; THENCE S40°39’21”W A DISTANCE OF 799.86 FEET TO A POINT IN A LINE PARALLEL WITH AND 30.00 FEET EAST OF THE WEST LINE OF THE EAST HALF OF SAID SECTION 1, SAID POINT BEARING N40°39'21”E A DISTANCE OF 60.08 FEET FROM A POINT IN SAID WEST LINE OF THE EAST HALF WHICH IS 2432.20 FEET SOUTH, MEASURED ALONG SAID WEST LINE, FROM THE NORTHWEST CORNER OF SAID EAST HALF OF SECTION 1; THENCE ALONG SAID PARALLEL LINE. N01°05’26”W A DISTANCE OF 2277.16 FEET TO A POINT IN THE SOUTH LINE OF THOSE LANDS CONVEYED TO CASEY FARMS, INC. BY THAT WARRANTY FULFILLMENT DEED RECORDED JANUARY 6, 1978 IN VOLUME 74 OF DEEDS AT PAGE 345 UNDER AUDITOR’S FILE NO. 1978-00153, SAID POINT BEARING S21°02’14”E A DISTANCE OF 117.26 FEET FROM A POINT IN SAID WEST LINE OF THE EAST HALF OF SECTION 1 WHICH IS 281.00 FEET SOUTH, MEASURED ALONG SAID WEST LINE, FROM SAID NORTHWEST CORNER OF SAID EAST HALF; THENCE LEAVING THE BOUNDARY OF SAID ECCLES LANDS ANO RUNNING ALONG THE BOUNDARY OF SAID CASEY LANDS BY THE FOLLOWING COURSES AND DISTANCES:

S21°02’14”E A DISTANCE OF 47.60 FEET; THENCE S41°37’14”E A DISTANCE OF 92.92 FEET; THENCE S11°17’14”E A DISTANCE OF 109.90 FEET; THENCE S14°23’14”E A DISTANCE OF 462.59 FEET; THENCE N61°07’46”E A DISTANCE OF 174.84 FEET; THENCE N55°54’46”E A DISTANCE OF 99.91 FEET; THENCE N42°04’46”E A DISTANCE OF 189.83 FEET; THENCE N75°11’46”E A DISTANCE OF 150.07 FEET; THENCE N44°49'46"E A DISTANCE OF 454.59 FEET; THENCE N70°14’46”E A DISTANCE OF 69.94 FEET; THENCE N67°45’46”E A DISTANCE OF 526.53 FEET; THENCE N84°32’46"E A DISTANCE OF 214.81 FEET; THENCE N71°35’46”E A DISTANCE OF 134.88 FEET; THENCE N64°44’46"E A DISTANCE OF 384.66 FEET; THENCE N60°13’46”E A DISTANCE OF 41.66 FEET TO THE NORTH LINE OF SAID SECTION 1; THENCE LEAVING SAID BOUNDARY OF THE CASEY LANDS AND RUNNING ALONG SAID NORTH LINE OF SECTION 1, N88°43'42”E A DISTANCE OF 250.46 FEET TO THE NORTHEAST CORNER OF SAID SECTION 1, WHICH IS ALSO THE WEST LINE OF SECTION 31 AFORESAID; THENCE ALONG SAID WEST LINE OF SECTION 31, N01°35’34”W A DISTANCE OF 135.57 FEET TO A POINT IN THE AFORESAID BOUNDARY OF THE CASEY LANDS; THENCE CONTINUING ALONG SAID BOUNDARY OF THE CASEY LANDS BY THE FOLLOWING COURSES AND DISTANCES:

N60°13’46"E A DISTANCE OF 243.70 FEET; THENCE N59°17’46”E A DISTANCE OF 289.74 FEET; THENCE S28°30’14”E A DISTANCE OF 119.89 FEET; THENCE N88°20’46”E A DISTANCE OF 319.71 FEET; THENCE N69°24’46”E A DISTANCE OF 249.78 FEET; THENCE N65°02’46”E A DISTANCE OF 399.64 FEET; THENCE N57°24’46"E A DISTANCE OF 129.88 FEET; THENCE N39°57’46”E A DISTANCE OF 264.76 FEET; THENCE N69°19’46”E A DISTANCE OF 169.85 FEET; THENCE N58°20’46”E A DISTANCE OF 279.75 FEET; THENCE N50°04’46"E A DISTANCE OF 157.86 FEET; THENCE N42°39’46”E A DISTANCE OF 259.77 FEET; THENCE N48°02’46”E A DISTANCE OF 254.77 FEET; THENCE N58°32’46”E A DISTANCE OF 239.79 FEET;

THENCE N70°43’46”E A DISTANCE OF 214.81 FEET; THENCE N64°37’46”E A DISTANCE OF 279.75 FEET; THENCE S73°30’14”E A DISTANCE OF 729.35 FEET; THENCE S64°03’14”E A DISTANCE OF 169.85 FEET; THENCE S79°54’14"E A DISTANCE OF 84.92 FEET; THENCE N69°22’46”E A DISTANCE OF 199.82 FEET; THENCE N51°32’46”E A DISTANCE OF 373.87 FEET; THENCE N48°52’46”E A DISTANCE OF 439.61 FEET; THENCE N37°39’46”E A DISTANCE OF 199.82 FEET; THENCE N09°40’46"E A DISTANCE OF 279.75 FEET; THENCE N18°26’46”E A DISTANCE OF 415.63 FEET; THENCE N31°02’14"W A DISTANCE OF 616.45 FEET; THENCE N35°19’14”W A DISTANCE OF 249.78 FEET; THENCE N10°30’14”W A DISTANCE OF 369.67 FEET; THENCE N12°55’14"W A DISTANCE OF 279.75 FEET; THENCE N48°39’46”E A DISTANCE OF 219.80 FEET; THENCE S57°57’14”E A DISTANCE OF 344.69 FEET; THENCE S82°38’14”E A DISTANCE OF 59.95 FEET; THENCE N78°23’46”E A DISTANCE OF 79.93 FEET; THENCE N29°03’46”E A DISTANCE OF 111.90 FEET; THENCE N23°31’46”E A DISTANCE OF 224.80 FEET; THENCE N17°10’46”E A DISTANCE OF 199.82 FEET;
THENCE LEAVING SAID BOUNDARY OF THE CASEY LANDS AND RUNNING N24°08'29"E A DISTANCE OF 826.33 FEET; THENCE
S67°01'57"E A DISTANCE OF 516.80 FEET TO A POINT IN THE CENTER OF THE TOUCHET RIVER; THENCE ALONG SAID TOUCHET RIVER, N54°43'59"E A DISTANCE OF 160.24 FEET TO A POINT; THENCE DEPARTING SAID RIVER AND RUNNING S00°35'18"E A DISTANCE OF 564.74 FEET TO A POINT IN A FENCE; THENCE ALONG SAID FENCE BY THE FOLLOWING SIX COURSES:
S40°18'47"W A DISTANCE OF 230.16 FEET; THENCE S14°26'21"W A DISTANCE OF 204.36 FEET; THENCE S25°15'17"W A DISTANCE OF
180.44 FEET; THENCE S04°08'24"E A DISTANCE OF 157.61 FEET; THENCE S42°48'02"E A DISTANCE OF 253.97 FEET; THENCE N79°23'22"E A DISTANCE OF 103.52 FEET; THENCE LEAVING SAID FENCE AND RUNNING S00°59'46"E A DISTANCE OF 1,236.37 FEET TO A CORNER IN SAID FENCE; THENCE ALONG SAID FENCE, S00°02'50"W A DISTANCE OF 1,166.78 FEET; THENCE CONTINUING ALONG SAID FENCE AND THE SOUTHERLY EXTENSION THEREOF, S00°15'27"E A DISTANCE OF 1,460.30 FEET TO A POINT IN THE SOUTH LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 32; THENCE ALONG SAID SOUTH LINE, S88°50'35"W A DISTANCE OF 1208.53 FEET TO THE POINT
OF BEGINNING;

Situated in Walla Walla County, State of Washington.

EXHIBIT B
Map – Conservation and Restoration Easement

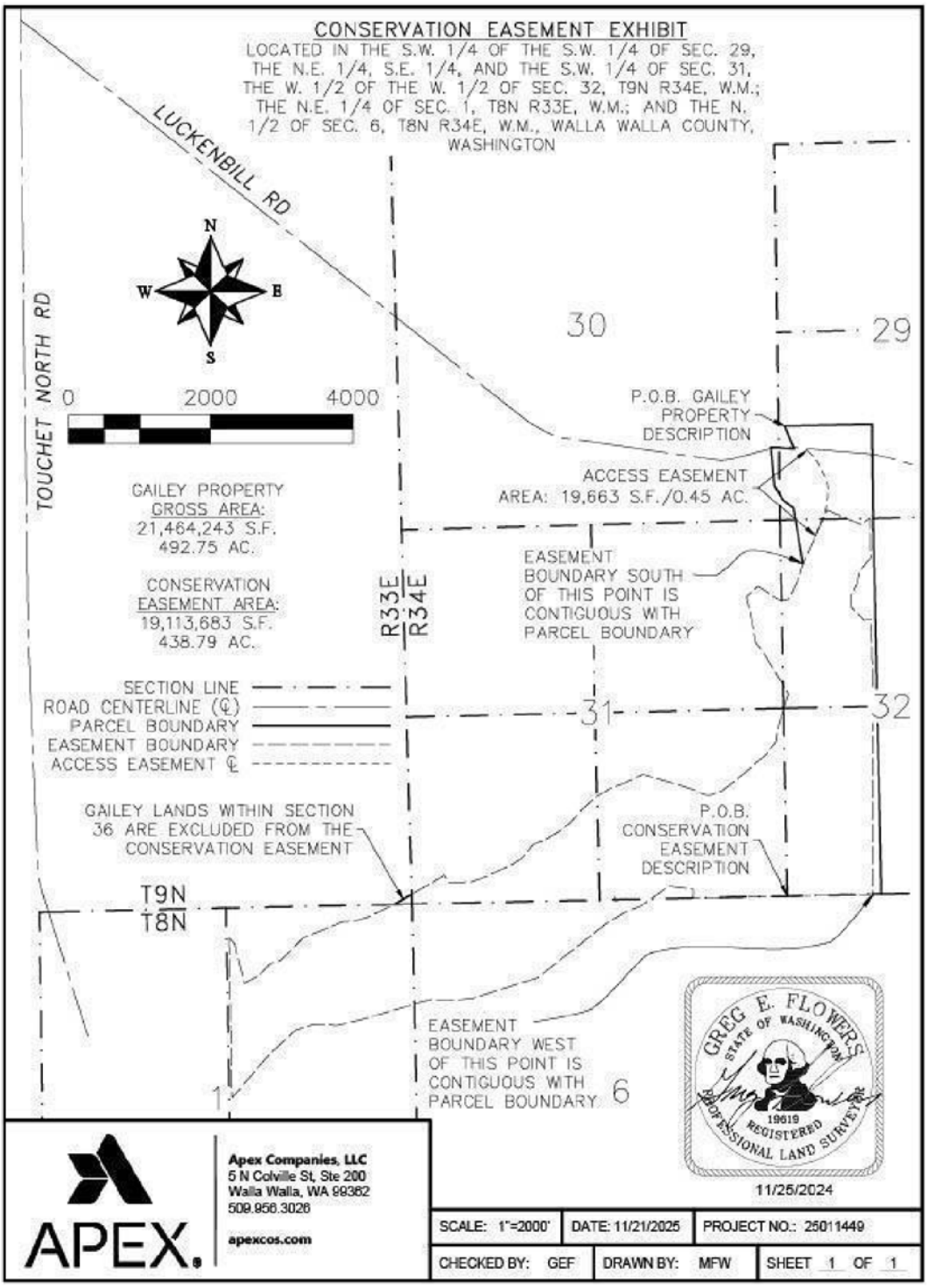


EXHIBIT C
Riparian Conservation Agreement

RIPARIAN CONSERVATION AGREEMENT
Walla Walla Basin Fish Habitat Project

This Riparian Conservation Agreement ("Agreement") is entered into by and between the Confederated Tribes of the Umatilla Indian Reservation ("CTUIR"), acting through its Department of Natural Resources and Touchet River Ranch LLC ("Owner"), as of the date of the last signature affixed below.

Recitals:

A. CTUIR wishes to maintain stream and riparian habitat improvement projects and conservation practices implemented on the Owner's property in Walla Walla County, Washington. This riparian corridor is part of fish habitat improvement activities performed in the areas designated in Exhibit A (Map of Project Area).

B. The purpose of this Agreement is to promote sound resource management that will achieve benefits for fish and wildlife habitat, water quality and soil and water conservation in the Project Area. Though every attempt will be made to protect existing infrastructure throughout the design and construction, it is not the intent of this Agreement to control natural flood events or to protect manmade structures on the Owner's property.

C. The CTUIR intends to work cooperatively with the Owner and other partners to restore and protect habitat critical to the survival of native fish and wildlife species.

Agreements:

The parties agree as follows:

1. Legal Description. The real property subject to the terms of this Agreement is described as follows:

   The stream corridor, riparian, stream bank, and stream channel bottom within Walla Walla County, the approximately 170 acre portion of Tax Lots 340929330005, 340929330007, 340929330004 and 340929330008 outlined in red in Exhibit A. Parcels are located in Township 8 North, Range 33 East, Section 1, Township 8 North, Range 33 East, Section 6, Township 9 North, Range 34 East, Section 31, Township 9 North, Range 34 East, Section 32 and Township 9 North, Range 34 East, Section 29.

2. Access, Implementation, and Maintenance. Subject to the provisions of this Agreement, the Owner grants permission to CTUIR, its authorized personnel, employees, agents, contractors and consultants, to enter the property detailed in Section 1 above and the Project Area within said property for the sole purpose of implementing, maintaining, and monitoring habitat improvements and fences in accordance with the Scope of Work attached as Exhibit B and incorporated herein by reference. Generally,

CTUIR staff will conduct property visits to inspect the project and at other times as necessary to monitor compliance with terms and conditions of this Agreement. Access will be coordinated regularly with Owner.

a. CTUIR will be responsible for monitoring all fish habitat improvements and conservation practices for the term of this Agreement.

b. Nothing in this Agreement shall operate to vest CTUIR with any right, title or interest to the Project Area or Owner's property by adverse possession or otherwise.

3. Consideration. The Owner agrees to accept, as consideration for CTUIR's implementation and maintenance of habitat improvements and conservation practices, the value of all improvements constructed or planted in the Project Area by CTUIR pursuant to this Agreement in lieu of direct monetary compensation.

4. Standard of Performance. CTUIR agrees to perform monitoring and any essential maintenance of all habitat improvements described in Exhibit B in a professional manner with skill, care and supervision necessary to assure completion of high quality work for the purposes contemplated.

5. Effective and Termination Date. This Agreement shall be effective as of the last signature affixed below and shall terminate on June 30, 2035.

6. Permits and Authorizations.

(a) The CTUIR and its partners shall be solely responsible, without expense to the Owner, for obtaining all necessary governmental permits, authorizations and approvals prior to commencement of any work in the Project Area.

(b) The Owner shall not be named as a permittee or responsible party for any government permit, authorization or approval applicable to the work conducted by the CTUIR in the Project Area.

(c) The CTUIR shall be solely responsible for complying with the terms and conditions of any government permit, authorization or approval applicable to work conducted by the CTUIR in the Project Area.

(d) The Owner shall be liable for any intentional destruction, alteration or damage caused by the Owner, Owner's agents or lessees of habitat improvements, constructed or planted by the CTUIR or its partners in the Project Area.

7. Early Termination of Agreement.

(a) Either the Owner or CTUIR may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach, or in the alternative, provided a plan and schedule for curing the breach acceptable to the non-breaching party within 30 days of the date of the notice of breach, then the party giving the notice may terminate the Agreement by written notice to the other party.

(b) In the event of early termination pursuant to 7(a) above by the CTUIR due to a breach by the Owner, the Owner shall pay to the CTUIR the cost of habitat improvements, including costs for stream channel and floodplain design, construction, materials purchased, structures installed, fencing constructed and plantings made by the CTUIR for habitat improvements, taking into account reasonable depreciation.

(c) In the event of early termination pursuant to 7(a) above by the Owner due to a breach by CTUIR, the Owner may take all necessary and reasonable actions consistent with the purpose of this Agreement to remedy the breach (including restoration of the Project Area if more cost effective than completion of the work) either by itself, by agreement with another contractor or by a combination thereof, and CTUIR shall pay to the Owner the cost incurred by the Owner to remedy the breach.

(d) The remedies provided to the parties in this Agreement are not exclusive. The parties are also entitled to pursue any other equitable and legal remedies that are available.

8. Restrictions of Owner.

(a) The Owner and Owner's agents or lessees are restricted from the following activities ("Restricted Activities") unless prior written consent is obtained from CTUIR. CTUIR will reply to this request within 7 days, or the consent will be implied:

i. No burning, removing or damaging native vegetation in any way, including intentional livestock or domestic animal grazing unless negotiated within a Grazing Management Plan;

ii. Following implementation, no alterations within the stream channel are permitted by the Owner without prior consent and oversight by CTUIR;

iii. No removal or alteration of dead and down trees; except in the case of fallen trees that create a safety hazard;

iv. No construction of buildings, bridges, fences or other structures;

v. No construction of new trails, roads or perennial stream fords;

vi. No placement of fill materials (rock, concrete, soils, etc.);

vii. No draining, altering or otherwise disturbing wetland areas.

(b) In the event the Owner is ordered by a governmental entity authorized to issue such an order to engage in a Restricted Activity on an emergency basis, owner may comply with such order without prior written consent of the CTUIR only if it is impracticable to obtain consent within the time given for compliance with the order. Upon receipt of any such order, Owner shall immediately inform and coordinate with the CTUIR to limit the impact of the ordered action to the conservation goals of this Agreement.

9. Miscellaneous Provisions.

a. This agreement may be amended only by mutual written consent of the CTUIR and the Owner. Any such amendments shall be attached to this agreement as Exhibits.

b. Maintenance of any fence erected by CTUIR will be the responsibility of CTUIR for the duration of this Agreement. Except for damage that is caused by Owner as set forth in subsection 6(d), CTUIR agrees to promptly repair damage to the fence erected in the Project Area.

c. Subject to those restrictions described in paragraph 8, nothing in this Agreement shall prevent or deny the Owner or Owner's lessee's access to the Project Area for any reason or purpose. The Owner specifically reserves the right on behalf of themselves, their agents, employees and guests, to hunt game and fish in the Project Area.

d. The parties agree to cooperate in the planning and facilitation of riparian and upland management and improvement activities in the Project Area. The parties further agree to mutually manage the Project Area to promote riparian vegetation for the benefits of fish and wildlife habitat and soil and water conservation, while accommodating Owners interest in farming and ranching.

e. The CTUIR agrees to coordinate its actions with the Owner and/or his lessees as necessary in performing any work under this Agreement to minimize impacts on farm and ranch activities.

10. Liability and Indemnification. Subject to the extent of liability coverage provided in the insurance policy set forth in Paragraph 12 below, the CTUIR agrees to defend, hold harmless, and indemnify the Owner and Owner's officers, agents, and employees (the "Indemnified Parties") against all losses, liabilities, claims, damages, costs or expenses, including reasonable attorney's fees and expenses (collectively, "Claim") that are brought against the Indemnified Parties arising out of or related to (1) any personal injury, death or property damage caused by any act, omission, error, fault, mistake or negligence of the CTUIR or its employees, agents, or subcontractors related to this agreement, (2) any act or omission by the CTUIR that constitutes a non-trivial (from the perspective of a reasonable person in the position of the Indemnified Parties) breach of this agreement. The CTUIR's obligation under this section shall not extend to any Claim primarily caused by the negligence or intentional misconduct of an Indemnified Party.

11. Liens. CTUIR shall not permit the filing of any lien associated with its activities as described herein against the Owner's property, and if any lien is so filed, CTUIR shall take all necessary steps to promptly remove such lien at no cost or expense to the Owner. This section shall survive termination of this Agreement.

12. Liability Insurance. The CTUIR shall maintain public liability and property damage insurance that protects CTUIR and the Owner and Owner's officers, agents, assignees and employees from any and all claims, demands, actions and suits for damage to property or personal injury, including death, arising from CTUIR's work under this Agreement. The insurance shall be without prejudice to coverage otherwise existing and shall name as an additional insured the Owner. Notwithstanding the naming of additional insured's, the insurance shall protect each insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. The coverage must apply as to claims between insured's on the policy. The insurance shall provide that the insurance shall not terminate or be canceled without 30 days written notice first being given to the Owner. Prior to cancellation or termination of the insurance, CTUIR shall provide a new policy with the same terms. CTUIR agrees to maintain continuous, uninterrupted coverage for the duration of this Agreement. The insurance shall include coverage for any damages or injuries arising out of the use of automobiles or other motor vehicles by CTUIR employees.

13. Compliance with Laws. In performing under this Agreement, CTUIR shall comply with all applicable law, including statutes, ordinances, resolutions, rules, plans, decrees or orders, including applicable environmental and land use laws.

14. Assignment. CTUIR shall not assign this Agreement, in whole or in part, or any right or obligation hereunder, without the prior written approval of the

Owner, which Owner may withhold for any reason. The Owner understands that this Agreement is an encumbrance on the land and shall be binding upon the parties' heirs, assigns or successors in interest.

15. Subcontracting. CTUIR agrees that if subcontractors are employed in the performance of this Agreement, CTUIR shall require the subcontractor to agree, as to the portions subcontracted, to fulfill all obligations of CTUIR as specified in this Agreement. Notwithstanding the employment of subcontractors, CTUIR shall remain obligated for full performance hereunder, and the Owner shall incur no obligation other than their obligations to CTUIR hereunder. CTUIR's subcontractors shall be subject to the applicable requirements and sanctions of Washington State RCW 51.12.025, workers' compensation.

16. Independent Contractor Status.

(a) CTUIR shall perform the work hereunder as an independent contractor.

(b) CTUIR, its subcontractors and their employees, are not employees of the Owner and are not eligible for any benefits through the Owner, including unemployment compensation and retirement benefits.

(c) CTUIR shall have complete control over its personnel and operations and shall be solely and completely responsible for working conditions on the job site, including the safety of all of its personnel and property during performance of this Agreement.

17. Authorized Representatives. Each party to this Agreement hereby appoints a representative who shall be fully authorized to carry out that party's obligations and execute any documents required by this Agreement.

The Owner's authorized representative for this Agreement shall be:

Touchet River Ranch, LLC
John and Susan Gailey
222 Indian Court
Richland, WA 99352
509-539-6426, 509-987-3910

The CTUIR's authorized representatives for this Agreement shall be:

(1) Julie Burke (Administrative Contact) Tel: 541-429-7292
(2) Gerald Middel (Technical Contact) Tel: 541-969-9925

Written inquiries or responses to the CTUIR's authorized representatives shall be mailed to the attention of the above individual(s) at the following address:

Confederated Tribes of the Umatilla Indian Reservation
Department of Natural Resources
Fisheries Program
46411 Timíne Way
Pendleton, OR 97801

Either party may change their authorized representative upon written notice provided to the other party.

18. Notice. Any notice provided for under this Agreement shall be sufficient if in writing and delivered personally to the authorized representative described in Paragraph 17, or deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the authorized representative at the address described in Paragraph 17.

19. Arbitration. Any dispute or claim that arises out of or relates to this Agreement, or for the interpretation or breach thereof, shall be resolved by arbitration or mediation.

20. Attorney Fees. In the event of any suit, action or arbitration proceeding arising at law or in equity out of or in connection with this Agreement, the prevailing party in such suit, action or arbitration and in any appeal there from shall be entitled to recover from the losing party the prevailing party's reasonable attorneys' fees, costs, and expenses determined by the court, or arbitrator before which the proceeding was tried or heard.

21. Severability. If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.

22. Integration. This Agreement contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements. No modification to this Agreement shall be valid unless written and signed by an authorized representative of the Owner and CTUIR. The persons executing this Agreement on behalf of each party hereto warrants that they have full power and authority to do so on behalf of each party.

CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION

By:

(b)(6)

Teara Farrow Ferman, Interim Deputy Executive Director

Date: 01/06/2022

PROPERTY OWNER

By:

(b)(6)

Owner Representatives, John and Susan Gailey

Date: 1-16-22

Attachments: Exhibit A – Maps of Project Area
Exhibit B – Riparian Conservation Agreement Scope of Work

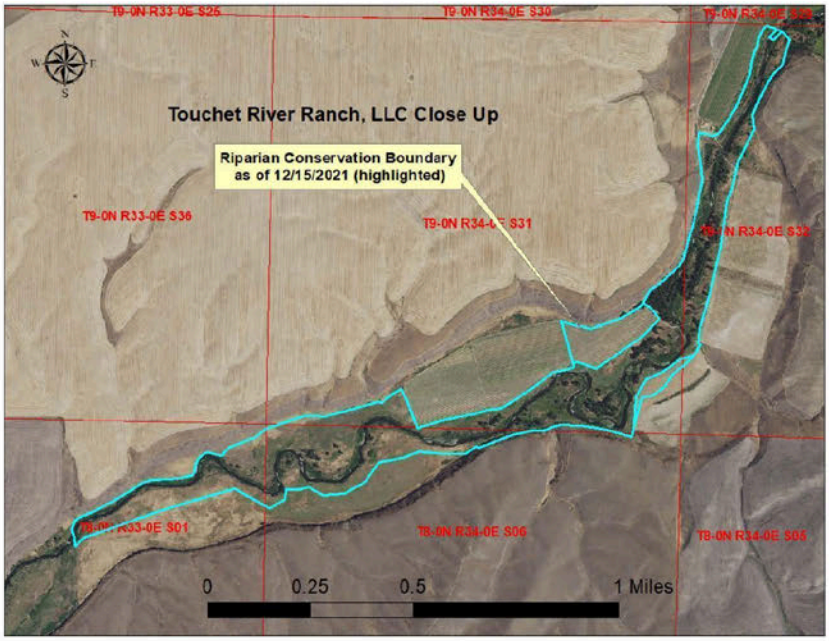


Figure 2. Close up of Riparian Area.

Exhibit A – Maps of Project Area

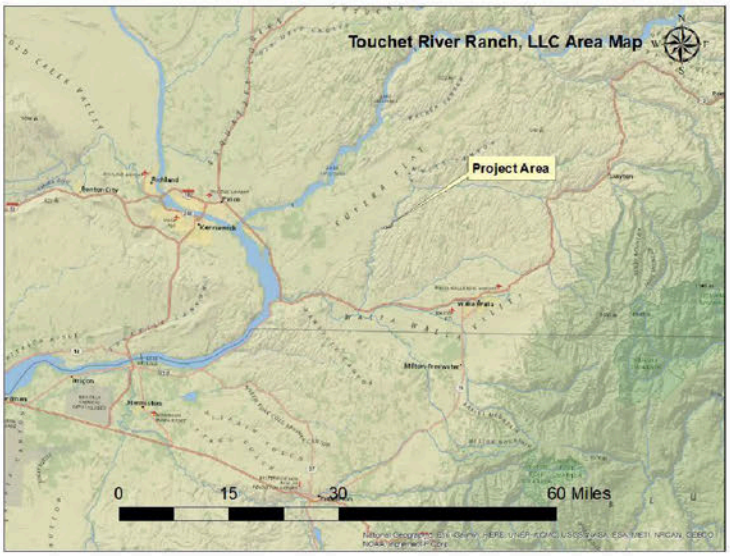


Figure 1. Project Area Map

Exhibit B – Riparian Conservation Agreement Scope of Work

Within the agreement boundary, as shown on Exhibit A, the CTUIR agrees to the following:

1. CTUIR and project collaborators shall work cooperatively with the landowner to survey, design, implement, monitor, maintain and showcase a salmonid habitat enhancement project to improve riverine function, and achieve project objectives related to making improvements to the following processes: geomorphology, hydrology, connectivity, aquatic biota, and riparian vegetation on the landowner's property. CTUIR shall be responsible for the following actions depicted within the agreement boundary as illustrated in Exhibit A:

    i. Obtaining all necessary permits;
    ii. Securing all necessary funds and selecting capable subcontractors;
    iii. Coordination between Owners and contractors throughout design processes;
    iv. Surveying physical attributes of the Project Area and fish response;
    v. Supervising construction activities;
    vi. Monitoring progress of restoration actions;
    vii. Maintaining the Project Area to promote accelerated recovery from disturbance and provide optimal aesthetics;
    viii. Promoting achievements of the project;
    ix. Securing access to the property with advanced notice and mutual consent;
    x. Administration of contracts, budgets, and reporting deliverables.

EXHIBIT D
Touchet River Adjudicated Certificate of Water Right #345

Certificate of Water Right

THIS IS TO CERTIFY:

That by virtue of a decree of the Superior Court of the State of Washington in and for Walla Walla County, *made and entered on the* 19th *day of* September, 1929, *and recorded in Volume* 18 *of the Superior Court Journal of said County at page* 1, *from which decree no appeal was taken, and which decree determined the rights of all known claimants to the use of the waters of* the Touchet River, *a tributary of* the Walla Walla River

BAKER-BOYER NATIONAL BANK
TRUSTEE for EARLE EDWARDS
Walla Walla, Washington

is entitled to use, subject to provisions set forth in said decree, and the laws of the State of Washington, the waters of said Touchet River

for the purpose of irrigation of 219.0 acres of land.

That the amount of water to which said water right is entitled is limited to the quantity which is reasonably and actually necessary for the purpose aforesaid and shall not exceed 3.369 *second feet from* April 1st *to* Sept. 15th *and* 4.380 *second feet from* Sept. 15th *to* April 1st, *with the following exception:*
After all rights scheduled in the above mentioned decree are filled, the surplus water is allotted in the order of priority in amounts sufficient to increase the rate to the quantity allotted for the period from September 15th to April 1st. The total diversion shall not exceed 6 acre feet per acre for any one year beginning September 15th.

That the date of priority of said water right is not given; *that the decree aforesaid establishes said right in Class* Sixty-four.

That the point of diversion of said water right is as follows:

SE¼ of SE¼, Sec. 29, Twp. 9 N., Rge 34 E. W. M.

and cannot be changed except as provided in Section 39, Chapter 117, Session Laws of 1917.

That said water right was adjudged by said decree to be and is appurtenant to the following described real property situated in Walla Walla *County, Washington, to-wit:*

N½ of NW¼ of Sec. 6, Twp. 8 N., Rge 34 E. W. M. S½ of SW¼ of Sec. 31, Twp. 9 N., Rge 34 E. W. M. SE¼ of Sec. 31, W½ of W½ of Sec. 32, SW¼ of SW¼ of Sec. 29, Twp. 9 N., Rge 34 E. W. M.

345

This instrument is recorded in the office of the Supervisor of Hydraulics, at Olympia, Washington, in Volume 6 *of Water Right Certificates at Page* 345.

WITNESS the seal and signature of the Supervisor of Hydraulics affixed this 9th *day of* December, 1932.

NORTH CHINA DATA

Supervisor of Hydraulics of the State of Washington.

Certificate of Water Right

Issued to BAKER-BOYER NATIONAL BANK, TRUSTEE FOR EARLE EDWARDS

For the use of the waters of TOUCHET RIVER

County of WALLA WALLA

State of Washington.

33390048 BPA-2026-01154-F 0468

EXHIBIT E
Legal Description – Reserved Water Rights

Certificate 345

3.67 acres NW1/4 of NW1/4 of Section 29, T9N, R34E
6.57 acres SW1/4 of SW1/4 of Section 32, T9N, R34E
Total = 10.24 acres

EXHIBIT F
Acknowledgment of Baseline Inventory

Grantor, Grantee and Bonneville hereby acknowledge and agree that the Baseline Inventory for the Protected Property (BPA Tract ID UMATT-WL-15), dated 30 January, 2026, prepared by the Blue Mountain Land Trust and reviewed and approved by Bonneville and Grantor, together with its maps and photographs, accurately describes and depicts the biological and physical features of the property, relevant site conditions, and current structures/improvements and land use. The Baseline Inventory will be used for monitoring the condition of the Protected Property and compliance with the Conservation and Restoration Easement, has been provided to all undersigned Parties, and will be kept on file with Grantee, CTUIR and Bonneville. Grantor and Grantee affirm that there are no current or ongoing activities on the Protected Property that are inconsistent with the terms and conditions of the Conservation and Restoration Easement.

Grantor:

_____ _____
John B. Gailey Date
Manager and Member, Touchet River Ranch, LLC

_____ _____
Susan K. Gailey Date
Manager and Member, Touchet River Ranch, LLC

Grantee:

_____ _____
Amanda Martino Date
Executive Director, Blue Mountain Land Trust

Third Party Beneficiary, The United States of America:

_____ _____
Luke Arant Date
Bonneville Power Administration
Supervisory Realty Specialist

EXHIBIT G

Road Map – Conservation and Restoration Easement

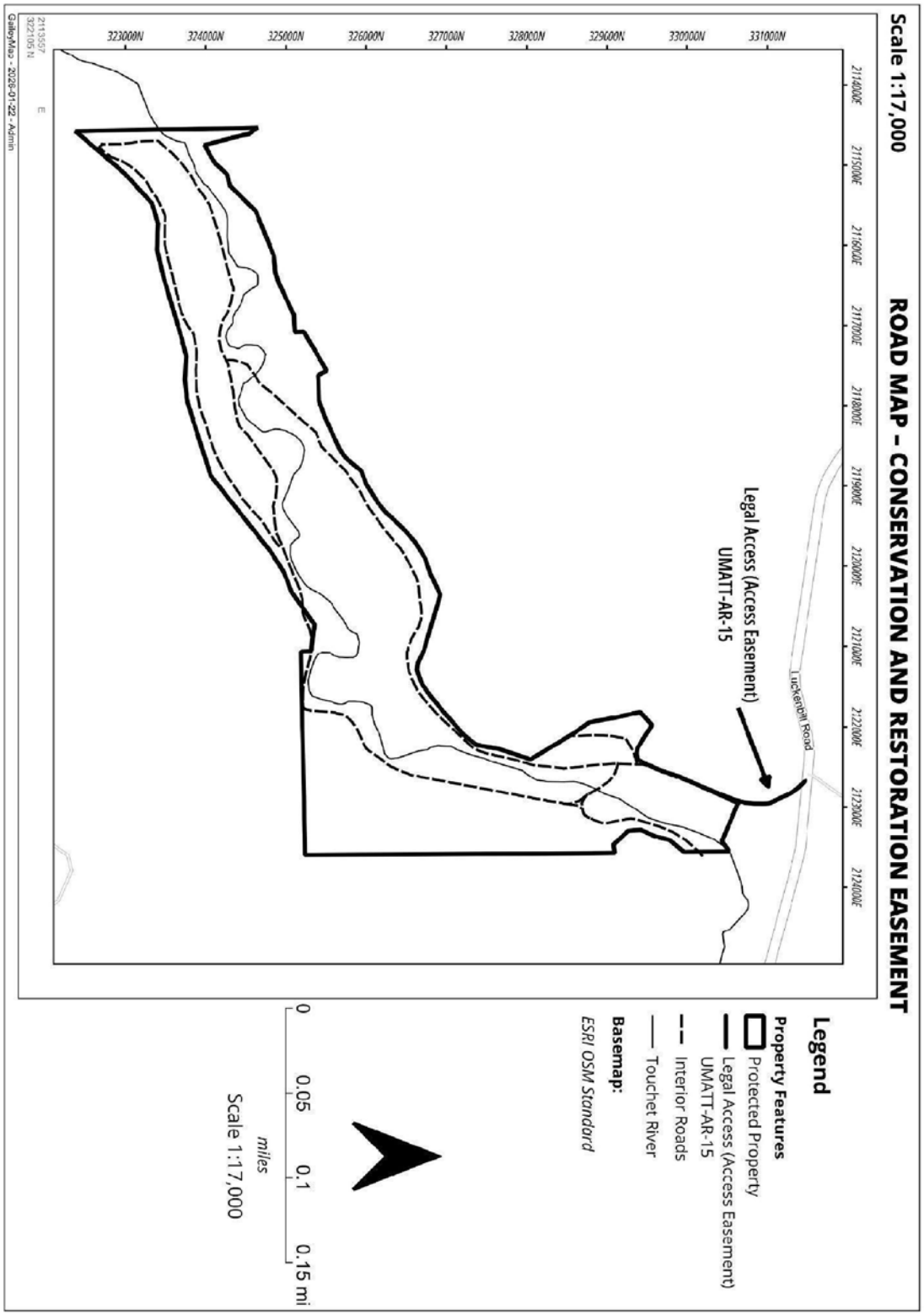


EXHIBIT H

Acknowledgment of Management Plan

Grantor and Grantee, in cooperation with CTUIR, have developed a Management Plan for the Protected Property (BPA Tract ID UMATT-WL-15) dated 30 January, 2026, which Bonneville has reviewed and determined to be consistent with the Purpose and terms and conditions of the Conservation and Restoration Easement and will maintain or enhance the Conservation Values. Bonneville's confirmation of consistency does not create or imply any obligation on the part of Bonneville to fund the actions in the Management Plan, and does not create a federal nexus to, or control over, the day-to-day activities carried out by Grantor, Grantee, the CTUIR, or other partners acting pursuant to the Management Plan. Grantor remains responsible for all incidents of ownership associated with fee title under applicable federal, state, and local law, including but not limited to tort liability, environmental compliance, noxious weed control, and tax payments.

Bonneville Power Administration, Fish and Wildlife Program

_____ _____

Scott L. Donahue, Deputy Executive Manager Date

33390048 BPA-2026-01154-F 0472

EXHIBIT I
Acceptable Title Encumbrances

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.

2. Rights or claims of parties in possession not shown by the Public Records.

3. 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, and that is not shown by the Public Records.

4. Easements, or claims of easements, not shown by the Public Records.

5. Any lien, or right to a lien, for services, labor, equipment, or materials heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

6. Taxes or special 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 to such proceedings whether or not shown by the records of such agency, or by the Public Records.

7. (a) Reservations or exceptions in patents or in Acts authorizing the issuance thereof; (b) water rights, claims to title to water, whether or not the matters excepted under (a) or (b) are shown by the Public Records.

8. Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.

9. Any service, installation, connection, maintenance, tap, capacity or construction charges for sewer, water, electricity, natural gas or other utilities, or garbage collection and disposal.

10. (a) All right, title or claim of any character by the United States, state, local government or by the public generally in and to any portion of the land lying within the current or former bed, or below the ordinary high water mark, or between the cut banks of a stream navigable in fact or in law. (b) The consequence of any past or future change in the location of the bed.

11. Any Rights, Interest or Easements in favor of the State of Washington, the United States of America or the public which exist or are claimed to exist in and over the waters, bed and banks of the Touchet River.

12. Terms, covenants and conditions contained in an application for Current Use Classification, entered into pursuant to RCW 84.34 (including potential liability for future applicable taxes, special benefit assessments levied by local governments, penalties and interest upon breach

of, or withdrawal from, said classification); Notice of approval being recorded under Recording No. 2006-14866, records of Walla Walla County, Washington.

13. Unrecorded leasehold, if any, and the rights of vendors and holders of security interests in personal property of tenants to remove said personal property at the expiration of the term.

14. Any claim that the Title is subject to a trust or lien created under the Perishable Agricultural Commodities Act (7 U.S.C. §§499a, et seq.) or the Packers and Stockyards Act (7 U.S.C. §§181, et seq.) or under similar federal or state laws.

15. Terms and conditions contained in a/an Deed.
    Recorded: February 20, 1882
    Recording No.: Book X of Deeds, Page 580, records of Walla Walla County, Washington.

16. Exceptions and Reservations as contained in a/an Deed.
    Executed by: Northern Pacific Railroad Company
    Recorded: February 5, 1884
    Recording No.: Book 32 of Deeds, Page 158, records of Walla Walla County, Washington.

17. Terms and conditions contained in a/an Notice of Utility Easement Rights.
    Recorded: January 24, 1989
    Recording No.: 8900477, records of Walla Walla County, Washington.

18. Terms and conditions contained in a/an Memorandum of Electric Service Agreement with Columbia Rural Electric Association.
    Recorded: January 27, 2015
    Recording No.: 2015-00652, records of Walla Walla County, Washington.

19. All matters, and any rights, easements, interests or claims as disclosed by Survey recorded May 14, 2024 as Recording No. 2024-02564, records of Walla Walla County, Washington.

20. An easement, including the terms and conditions thereof, for the purposes shown below and rights incidental thereto as set forth in Right of Way Easement.
    Granted to: Pacific Power & Light Company
    Recorded: March 26, 1963 Recording
    No.: 446697, records of Walla Walla County, Washington.

21. All matters, and any rights, easements, interests or claims as disclosed by Record of Survey recorded October 22, 2025 as Recording No. 202506529, records of Walla Walla County, Washington.

EXHIBIT J
Access Easement

AFTER RECORDING, RETURN TO:
Blue Mountain Land Trust
P.O. Box 1473
Walla Walla, WA 99362
Ptn. of Walla Walla Co. Tax Lot
340929330004
Bonneville Tract ID: UMATT-AR-15

ACCESS EASEMENT

This DEED OF ACCESS EASEMENT ("Access Easement") is executed by John B. Gailey and Susan K. Gailey, managers and members of Touchet River Ranch, LLC, a Washington limited liability company ("Grantor"), having an address of 6539 Luckenbill Rd, Walla Walla, WA 99362, in favor of Blue Mountain Land Trust, a Washington nonprofit corporation ("Blue Mountain Land Trust"), having an address of P.O. Box 1473, Walla Walla, Washington, 99362, the United States of America, acting by and through the United States Department of Energy, Bonneville Power Administration ("Bonneville"), having an address of P.O. Box 3621, Portland, Oregon, 97208-3621 (collectively "Grantee").

Grantor is the owner of certain real property (also known as the "Burdened Property") located in Walla Walla County and legally described in Exhibit A (Legal Description – Burdened Property).

Grantee holds a Conservation and Restoration Easement over a portion of Grantor's fee-owned property, where Bonneville is the acquiring federal agency holding third party beneficiary rights, as legally described in Exhibit B (Legal Description – Conservation and Restoration Easement) and shown in Exhibit C (Map – Burdened Property and Conservation and Restoration Easement).

Grantor, as owner of the Burdened Property, subject in part to the Conservation and Restoration Easement, for and in consideration of the funding that Bonneville provided to acquire the Conservation and Restoration Easement, in hand paid, conveys and warrants to Grantee – the Blue Mountain Land Trust and its employees, contractors, representatives, successors, or assigns, including the Confederated Tribes of the Umatilla Indian Reservation, and the United States of America and its assigns – the following rights of access across over, under, upon, and across the Burdened Property, where such Access Easement is legally described and shown in Exhibit D (Access Easement – Legal Description and Map):

> The perpetual and irrevocable right to enter the Burdened Property for the purpose of ingress and egress to the Conservation and Restoration Easement. This right of access includes utilizing motor vehicles, drones or on foot.

Grantor agrees to maintain, at Grantor's cost, the Access Easement in such a condition that it is reasonable to permit vehicular access or access on foot to the Conservation and Restoration Easement.

Blue Mountain Land Trust, its employees, contractors, representatives, successors and assigns, shall indemnify, defend, and hold harmless Grantor, its agents, heirs, successors, and assigns, from any and all costs, liabilities, damages, losses, claims, actions or proceedings which may be

claimed to have arisen out of any damage, accident, injury or other similar occurrences in the Access Easement area arising from the exercise of or the use of the Access Easement area by Blue Mountain Land Trust, its guests, invitees, agents, or contractors except such injury, loss, or damage as shall have been caused by the negligence or willful act of Grantor, its agents, guests, invitees, successors or assigns. Bonneville is a federal agency; any claim for personal injury, death, or property damage against Bonneville (the United States) must be made in accordance with the Federal Tort Claims Act, 28 U.S.C. §§ 1346(b), 1402(b), 2401(b), and ch. 171.

The effective date of this Access Easement is the date it is fully executed and recorded in the records of Walla Walla County, Washington.

All exhibits are incorporated and made a part of this Access Easement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate the day and year hereinabove written.

Grantor, Touchet River Ranch, LLC:

_____ _____

John B. Gailey Date
Manager and Member

_____ _____

Susan K. Gailey Date
Manager and Member

Acceptance by Grantee, Blue Mountain Land Trust, Holder of Conservation and Restoration Easement

_____ _____

Amanda Martino, Executive Director Date

Acceptance by the United States, Third Party Beneficiary to the Conservation and Restoration Easement

_____ _____

Luke Arant, Supervisory Realty Specialist Date
Bonneville Power Administration

ACKNOWLEDGMENT

STATE OF: Washington)
)ss.
COUNTY OF: Walla Walla)

I certify that I know or have satisfactory evidence that **John Gailey, Manager and Member, Touchet River Ranch, LLC,** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

GIVEN under my hand and official seal this_____ day of_____, 2025.

_____
Notary Public in and for the State of Washington

Print Name_____

My commission expires_____

ACKNOWLEDGMENT

STATE OF: Washington)
)ss.
COUNTY OF: Walla Walla)

I certify that I know or have satisfactory evidence that **Susan Gailey, Manager and Member, Touchet River Ranch, LLC,** is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument, and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

GIVEN under my hand and official seal this_____ day of_____, 2025.

_____
Notary Public in and for the State of Washington

Print Name_____

My commission expires_____

ACKNOWLEDGMENT

STATE OF: Washington)
)ss.
COUNTY OF: Walla Walla)

I certify that I know or have satisfactory evidence that **Amanda Martino**, **Executive Director of the Blue Mountain Land Trust**, a Washington nonprofit corporation, is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

GIVEN under my hand and official seal this_____ day of_____, 2025.

_____
Notary Public in and for the State of Washington

Print Name_____

My commission expires_____

ACKNOWLEDGMENT

STATE OF:)
)ss:
COUNTY OF:)

I certify that I know or have satisfactory evidence that **Luke Arant**, **Supervisory Realty Specialist of the United States of America, Bonneville Power Administration**, is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

GIVEN under my hand and official seal this_____ day of_____, 2025.

_____
Notary Public in and for the State of Oregon

Print Name_____

My commission expires_____

EXHIBIT A
Legal Description– Burdened Property

Beginning at a point in the North line of the Southwest Quarter of the Southwest Quarter of Section 29 in Township 9 North, Range 34 East of the Willamette Meridian, said point being 89.3 feet East, measured along the said North line from the Northwest corner of the said Southwest Quarter of the Southwest Quarter, and run thence South 21°18' East, a distance of 350.0 feet; thence North 84°40' West, 325.0 feet; thence South 4°12' East, 545.0 feet; thence South 28°07' East, 218.0 feet; thence South 51°40' East, 197.0 feet; thence South 9°02' East, 800.00 feet; thence South 18°08'West, 200.00 feet; thence South 24°29' West, 225.0 feet; thence South 30°01 West, 112.0 feet; thence South 79°21' West, 80.0 feet; thence North 81°41' West, 60.0 feet; thence North 57°00' West, 345.0 feet; thence South 49°37' West, 220.00 feet; thence South 11°58' East, 280.0 feet; thence South 9°33' East, 370.0 feet; thence South 34°22' East, 250.0 feet; thence South 30°05' East, 617.0 feet; thence South 19°24' West, 416.0 feet; thence South 10°38' West, 280.0 feet; thence South 38°37' West, 200.00 feet; thence South 49°50' West, 440.0 feet; thence South 52°30' West, 374.2 feet; thence South 70°20' West, 200.0 feet; thence North 78°57' West, 85.0 feet; thence North 63°06' West, 170.0 feet; thence North 72°33' West, 730.0 feet; thence South 65°35' West, 280.0 feet; thence South 71°41' West, 215.0 feet; thence South 59°30' West, 240.0 feet; thence South 49°00' West, 255.0 feet; thence South 43°37' West 260 feet; thence South 51°02' West, 158.0 feet; thence South 59°18' West, 280.0 feet; thence South 70°17' West, 170.0 feet; thence South 40°55' West, 265.0 feet; thence South 58°22' West, 130.0 feet; thence South 66°00' West, 400.00 feet; thence South 70°22' West, 250.0 feet; thence South 89°18' West, 320.0 feet; thence North 27°33' West, 120.0 feet; thence South 60°15' West, 290.0 feet; thence South 61°11' West, 570.0 feet; thence South 65°42' West, 385.0 feet; thence South 72°33' West, 135.0 feet; thence South 85°30' West, 215.0 feet; thence South 68°43' West, 527.0 feet; thence South 71°12' West, 70.0 feet; thence South 45°47' West, 455.0 feet; thence South 76°09' West, 150.2 feet; thence South 43°02' West, 190.0 feet; thence South 56°52' West, 100.0 feet; thence South 62°05' West , 175.3 feet; thence North 13°26' West, 463.0 feet; thence North 10°20' West, 110.0 feet; thence North 40°40' West, 93.0 feet; thence North 20°85' West, 165.0 feet, more or less, to a point in the North and South center line of Section 1, Township 8 North Range 33 East of Willamette Meridian, said point being 281.0 feet South of the North Quarter corner of the said Section 1; thence South along the said centerline 2432.2 feet; thence North 41°53' East, 858.7 feet; thence North 48°43' East 514.2 feet; thence North 74°42' East, 257.3 feet; thence South 86°51' East, 331.8 feet; thence North 78°12' East, 323.5 feet; thence North 74°47' East, 798.8 feet to a point in the East line of the aforesaid Section 1, said point being 1409.3 feet South measured along said East line from the Northeast corner of the said Section 1; thence North 76°09' East, 249.7 feet; thence South 85°54' East, 296.8 feet; thence North 85°14' East, 268.8 feet; thence North 73°33' East, 966.2 feet; thence North 52°48' East, 1214.5 feet; thence North 58°55' East, 290.7 feet; thence North 69°33' East, 260.2 feet; thence North 56°06' East, 178.4 feet to a point in the North line of Section 6 Township 8 North of Range 34 East of the Willamette Meridian, said point being 1920.1 feet West; measured along the said North line, from the Northeast corner of said Section 6; thence North 56°06' East, 314.9 feet; thence South 81°11' East, 349.3 feet to a point in the East line of the West half of the Southeast Quarter of Section 31, Township 9 North, Range 34 East of the Willamette Meridian, said point being 125.0 feet North, measured along the said East line from the Southeast corner of the West half of the Southeast Quarter of Section 31; thence South 125 feet to the Southeast

corner of the aforesaid West half of the Southeast Quarter; thence East along the South line of the Said Section 31, and the South line of Section 32 of the aforesaid Township and Range, to the Southeast corner of the West half of the West half of the said Section 32; thence North, along the East line of the said West half of the West half, and the East line of the Southwest Quarter of the Southwest Quarter of Section 29, Township 9 North, Range 34 East of the Willamette Meridian, to the Northeast corner of the said Southwest Quarter of the Southwest Quarter; thence West, along the North line of the said Southwest Quarter of the Southwest Quarter to THE POINT OF BEGINNING.

EXCEPTING THEREFROM that portion lying in the County road.

Situated in Walla Walla County, State of Washington.

EXHIBIT B
Legal Description – Conservation and Restoration Easement
(BPA Tract ID UMATT-WL-15)

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, THE WEST HALF OF THE WEST HALF OF SECTION 32, THE EAST HALF OF THE NORTHEAST QUARTER AND THE SOUTH HALF OF SECTION 31, ALL IN TOWNSHIP 9 NORTH, RANGE 34 EAST OF THE WILLAMETTE MERIDIAN; THE NORTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 8 NORTH, RANGE 34 EAST OF SAID WILLAMETTE MERIDIAN; AND THE NORTHEAST QUARTER OF SECTION 1 IN TOWNSHIP 8 NORTH, RANGE 33 EAST OF SAID WILLAMETTE MERIDIAN, SAID LANDS BEING A PORTION OF THOSE LANDS CONVEYED TO IVAN J. ECCLES AND EDNA ECCLES BY THAT WARRANTY DEED RECORDED MAY 8, 1968 IN BOOK 326 OF DEEDS AT PAGE 601 UNDER AUDITOR'S FILE NO. 494082, EXCEPTING THEREFROM THOSE LANDS CONVEYED TO CASEY FARMS, INC. BY THAT WARRANTY FULFILLMENT DEED RECORDED JANUARY 6, 1978 IN VOLUME 74 OF DEEDS AT PAGE 345 UNDER AUDITOR'S FILE NO. 1978-00153, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHEAST CORNER OF SECTION 31 IN TOWNSHIP 9 NORTH, RANGE 34 EAST, WILLAMETTE MERIDIAN, WHICH POINT IS ALSO THE SOUTHEAST CORNER OF THOSE LANDS CONVEYED TO IVAN J. ECCLES AND EDNA ECCLES BY THAT WARRANTY DEED RECORDED MAY 8, 1968 IN BOOK 326 OF DEEDS AT PAGE 601 UNDER AUDITOR'S FILE NO. 494082, SAID POINT BEING MARKED BY A 3/4-INCH IRON ROD, FROM WHICH A 1/2-INCH IRON REBAR MARKING THE SOUTHWEST CORNER OF SAID SECTION 31 BEARS S88°47'10"W A DISTANCE OF 5285.49 FEET, AND RUNNING THENCE ALONG THE BOUNDARY OF SAID ECCLES LANDS BY THE FOLLOWING COURSES AND DISTANCES:

ALONG THE SOUTH LINE OF SAID SECTION 31, S88°47'10"W A DISTANCE OF 1321.37 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 31; THENCE ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, N01°16'09"W A DISTANCE OF 125.00 FEET; THENCE N82°34'11"W A DISTANCE OF 339.27 FEET; THENCE S55°00'59"W A DISTANCE OF 316.61 FEET TO A POINT ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE CONTINUING S55°00'59"W A DISTANCE OF 179.37 FEET; THENCE S68°27'59"W A DISTANCE OF 261.61 FEET; THENCE S57°49'59"W A DISTANCE OF 292.28 FEET; THENCE S51°42'59"W A DISTANCE OF 1221.10 FEET; THENCE S72°27'59"W A DISTANCE OF 971.45 FEET; THENCE S84°08'59"W A DISTANCE OF 270.26 FEET; THENCE N86°59'01"W A DISTANCE OF 298.41 FEET; THENCE S75°03'59"W A DISTANCE OF 251.06 FEET TO A POINT ON THE EAST LINE OF SECTION 1 IN TOWNSHIP 8 NORTH, RANGE 33 EAST OF SAID WILLAMETTE MERIDIAN; THENCE S73°33'21"W A DISTANCE OF 799.95 FEET; THENCE S76°58'21"W A DISTANCE OF 323.96 FEET; THENCE N88°04'39"W A DISTANCE OF 332.28 FEET; THENCE S73°28'21"W A DISTANCE OF 257.67 FEET; THENCE S47°29'21"W A DISTANCE OF 514.94 FEET; THENCE S40°39'21"W A DISTANCE OF 799.86 FEET TO A POINT IN A

LINE PARALLEL WITH AND 30.00 FEET EAST OF THE WEST LINE OF THE EAST HALF OF SAID SECTION 1, SAID POINT BEARING N40°39'21"E A DISTANCE OF 60.08 FEET FROM A POINT IN SAID WEST LINE OF THE EAST HALF WHICH IS 2432.20 FEET SOUTH, MEASURED ALONG SAID WEST LINE, FROM THE NORTHWEST CORNER OF SAID EAST HALF OF SECTION 1;

THENCE ALONG SAID PARALLEL LINE, N01°05'26"W A DISTANCE OF 2277.16 FEET TO A POINT IN THE SOUTH LINE OF THOSE LANDS CONVEYED TO CASEY FARMS, INC. BY THAT WARRANTY FULFILLMENT DEED RECORDED JANUARY 6, 1978 IN VOLUME 74 OF DEEDS AT PAGE 345 UNDER AUDITOR'S FILE NO. 1978-00153, SAID POINT BEARING S21°02'14"E A DISTANCE OF 117.26 FEET FROM A POINT IN SAID WEST LINE OF THE EAST HALF OF SECTION 1 WHICH IS 281.00 FEET SOUTH, MEASURED ALONG SAID WEST LINE, FROM SAID NORTHWEST CORNER OF SAID EAST HALF; THENCE LEAVING THE BOUNDARY OF SAID ECCLES LANDS AND RUNNING ALONG THE BOUNDARY OF SAID CASEY LANDS BY THE FOLLOWING COURSES AND DISTANCES:

S21°02'14"E A DISTANCE OF 47.60 FEET; THENCE S41°37'14"E A DISTANCE OF 92.92 FEET; THENCE S11°17'14"E A DISTANCE OF 109.90 FEET; THENCE S14°23'14"E A DISTANCE OF 462.59 FEET; THENCE N61°07'46"E A DISTANCE OF 174.84 FEET; THENCE N55°54'46"E A DISTANCE OF 99.91 FEET; THENCE N42°04'46"E A DISTANCE OF 189.83 FEET; THENCE N75°11'46"E A DISTANCE OF 150.07 FEET; THENCE N44°49'46"E A DISTANCE OF 454.59 FEET; THENCE N70°14'46"E A DISTANCE OF 69.94 FEET; THENCE N67°45'46"E A DISTANCE OF 526.53 FEET; THENCE N84°32'46"E A DISTANCE OF 214.81 FEET; THENCE N71°35'46"E A DISTANCE OF 134.88 FEET; THENCE N64°44'46"E A DISTANCE OF 384.66 FEET; THENCE N60°13'46"E A DISTANCE OF 41.66 FEET TO THE NORTH LINE OF SAID SECTION 1;
THENCE LEAVING SAID BOUNDARY OF THE CASEY LANDS AND RUNNING ALONG SAID NORTH LINE OF SECTION 1, N88°43'42"E A DISTANCE OF 250.46 FEET TO THE NORTHEAST CORNER OF SAID SECTION 1, WHICH IS ALSO THE WEST LINE OF SECTION 31 AFORESAID; THENCE ALONG SAID WEST LINE OF SECTION 31, N01°35'34"W A DISTANCE OF 135.57 FEET TO A POINT IN THE AFORESAID BOUNDARY OF THE CASEY LANDS;

THENCE CONTINUING ALONG SAID BOUNDARY OF THE CASEY LANDS BY THE FOLLOWING COURSES AND DISTANCES:

N60°13'46"E A DISTANCE OF 243.70 FEET; THENCE N59°17'46"E A DISTANCE OF 289.74 FEET; THENCE S28°30'14"E A DISTANCE OF 119.89 FEET; THENCE N88°20'46"E A DISTANCE OF 319.71 FEET; THENCE N69°24'46"E A DISTANCE OF 249.78 FEET; THENCE N65°02'46"E A DISTANCE OF 399.64 FEET; THENCE N57°24'46"E A DISTANCE OF 129.88 FEET; THENCE N39°57'46"E A DISTANCE OF 264.76 FEET; THENCE N69°19'46"E A DISTANCE OF 169.85 FEET; THENCE N58°20'46"E A DISTANCE OF 279.75 FEET; THENCE N50°04'46"E A DISTANCE OF 157.86 FEET; THENCE N42°39'46"E A DISTANCE OF 259.77 FEET; THENCE N48°02'46"E A DISTANCE OF 254.77 FEET; THENCE N58°32'46"E A DISTANCE OF 239.79 FEET; THENCE N70°43'46"E A DISTANCE

OF 214.81 FEET; THENCE N64°37'46"E A DISTANCE OF 279.75 FEET; THENCE S73°30'14"E A DISTANCE OF 729.35 FEET; THENCE S64°03'14"E A DISTANCE OF 169.85 FEET; THENCE S79°54'14"E A DISTANCE OF 84.92 FEET; THENCE N69°22'46"E A DISTANCE OF 199.82 FEET; THENCE N51°32'46"E A DISTANCE OF 373.87 FEET; THENCE N48°52'46"E A DISTANCE OF 439.61 FEET; THENCE N37°39'46"E A DISTANCE OF 199.82 FEET; THENCE N09°40'46"E A DISTANCE OF 279.75 FEET; THENCE N18°26'46"E A DISTANCE OF 415.63 FEET; THENCE N31°02'14"W A DISTANCE OF 616.45 FEET; THENCE N35°19'14"W A DISTANCE OF 249.78 FEET; THENCE N10°30'14"W A DISTANCE OF 369.67 FEET; THENCE N12°55'14"W A DISTANCE OF 279.75 FEET; THENCE N48°39'46"E A DISTANCE OF 219.80 FEET; THENCE S57°57'14"E A DISTANCE OF 344.69 FEET; THENCE S82°38'14"E A DISTANCE OF 59.95 FEET; THENCE N78°23'46"E A DISTANCE OF 79.93 FEET; THENCE N29°03'46"E A DISTANCE OF 111.90 FEET; THENCE N23°31'46"E A DISTANCE OF 224.80 FEET; THENCE N17°10'46"E A DISTANCE OF 199.82 FEET;

THENCE LEAVING SAID BOUNDARY OF THE CASEY LANDS AND RUNNING N24°08'29"E A DISTANCE OF 826.33 FEET; THENCE S67°01'57"E A DISTANCE OF 516.80 FEET TO A POINT IN THE CENTER OF THE TOUCHET RIVER; THENCE ALONG SAID TOUCHET RIVER, N54°43'59"E A DISTANCE OF 160.24 FEET TO A POINT; THENCE DEPARTING SAID RIVER AND RUNNING S00°35'18"E A DISTANCE OF 564.74 FEET TO A POINT IN A FENCE; THENCE ALONG SAID FENCE BY THE FOLLOWING SIX COURSES:

S40°18'47"W A DISTANCE OF 230.16 FEET; THENCE S14°26'21"W A DISTANCE OF 204.36 FEET; THENCE S25°15'17"W A DISTANCE OF 180.44 FEET; THENCE S04°08'24"E A DISTANCE OF 157.61 FEET; THENCE S42°48'02"E A DISTANCE OF 253.97 FEET; THENCE N79°23'22"E A DISTANCE OF 103.52 FEET;

THENCE LEAVING SAID FENCE AND RUNNING S00°59'46"E A DISTANCE OF 1,236.37 FEET TO A CORNER IN SAID FENCE; THENCE ALONG SAID FENCE, S00°02'50"W A DISTANCE OF 1,166.78 FEET; THENCE CONTINUING ALONG SAID FENCE AND THE SOUTHERLY EXTENSION THEREOF, S00°15'27"E A DISTANCE OF 1,460.30 FEET TO A POINT IN THE SOUTH LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 32; THENCE ALONG SAID SOUTH LINE, S88°50'35"W A DISTANCE OF 1208.53 FEET TO THE POINT OF BEGINNING;

HAVING AN AREA OF 19,113,683 SQUARE FEET, 438.79 ACRES, MORE OR LESS.

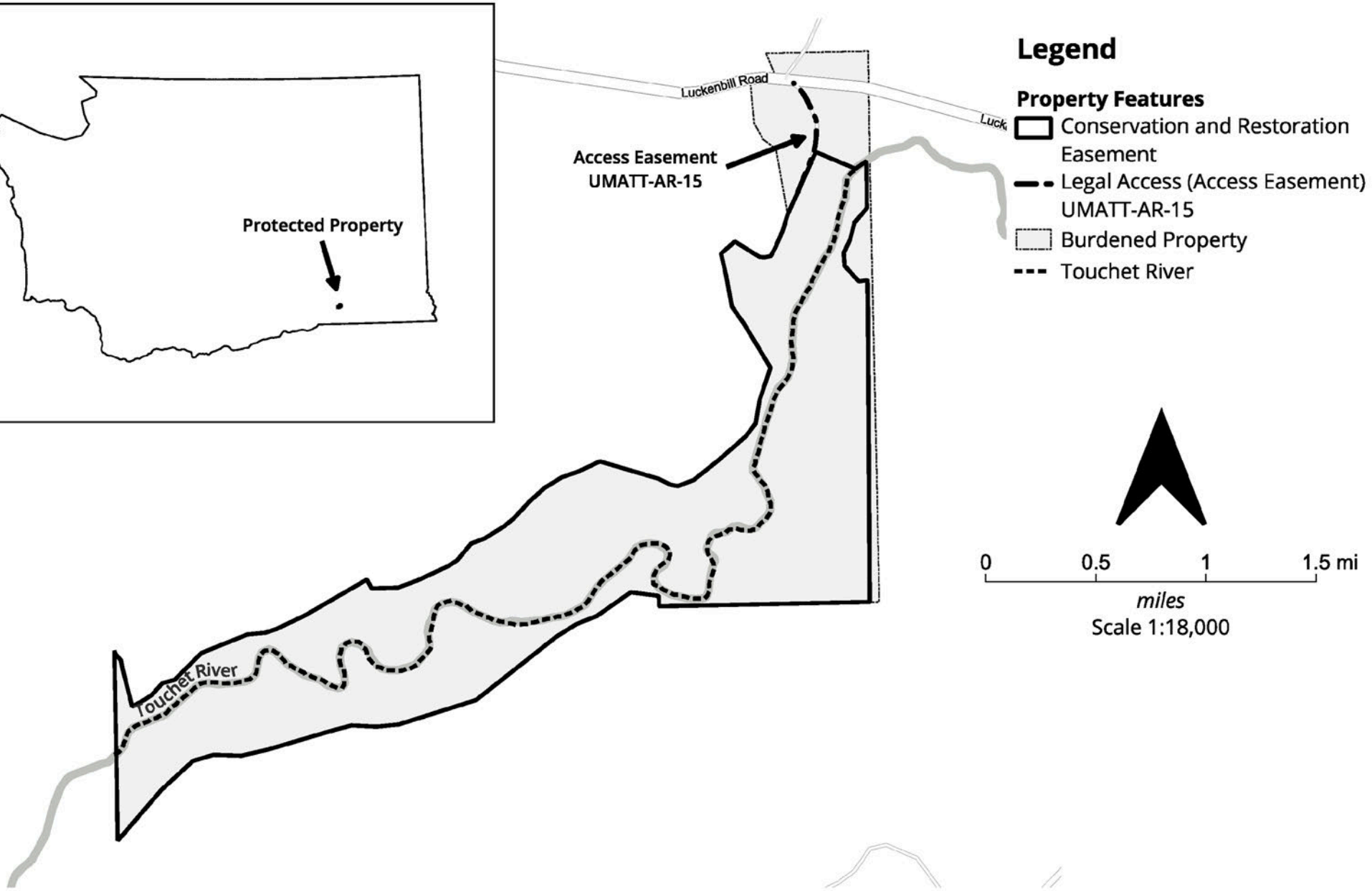
SITUATED IN THE COUNTY OF WALLA WALLA, STATE OF WASHINGTON.

EXHIBIT C

Map – Burdened Property and Conservation and Restoration Easement

Scale 1:18,000

CONSERVATION AND RESTORATION EASEMENT EXHIBIT MAP



Legend

Property Features

- Conservation and Restoration Easement
- Legal Access (Access Easement) UMATT-AR-15
- Burdened Property
- Touchet River

0 0.5 1 1.5 mi

miles

Scale 1:18,000

2112757 E
321817 N

BPA-2026-01154-F 0486

33390048

EXHIBIT D

Access Easement – Legal Description (BPA Tract ID UMATT-AR-15)

A STRIP OF LAND 15.00 FEET IN WIDTH, LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29 AND THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 9 NORTH, RANGE 34 EAST, WILLAMETTE MERIDIAN, SAID STRIP BEING 7.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT ON THE SOUTH LINE OF LUCKENBILL COUNTY ROAD WHICH IS 414.23 FEET EAST, MEASURED AT RIGHT ANGLES, FROM THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 29, SAID POINT FALLING IN THE CENTERLINE OF AN EXISTING DRIVEWAY, AND RUNNING THENCE ALONG SAID CENTERLINE BY THE FOLLOWING NINE COURSES:

THENCE S44°33'59"E A DISTANCE OF 108.24 FEET TO A POINT OF CURVATURE WITH A TANGENT CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 400.00 FEET; THENCE ALONG SAID CURVE, HAVING AN ARC LENGTH OF 134.58 FEET, WITH A DELTA ANGLE OF 19°16'36", A CHORD BEARING OF S34°55'41"E, AND A CHORD LENGTH OF 133.94 FEET; THENCE S25°17'23"E A DISTANCE OF 233.49 FEET TO A POINT OF CURVATURE WITH A TANGENT CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 250.00 FEET; THENCE ALONG SAID CURVE, HAVING AN ARC LENGTH OF 114.86 FEET, WITH A DELTA ANGLE OF 26°19'24", A CHORD BEARING OF S12°07'41"E, AND A CHORD LENGTH OF 113.85 FEET; THENCE S01°02'01"W A DISTANCE OF 101.82 FEET TO A POINT OF CURVATURE WITH A TANGENT CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 250.00 FEET; THENCE ALONG SAID CURVE, HAVING AN ARC LENGTH OF 29.00 FEET, WITH A DELTA ANGLE OF 06°38'49", A CHORD BEARING OF S04°21'25"W, AND A CHORD LENGTH OF 28.99 FEET; THENCE S07°40'49"W A DISTANCE OF 115.80 FEET TO A POINT OF CURVATURE WITH A TANGENT CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 500.00 FEET; THENCE ALONG SAID CURVE, HAVING AN ARC LENGTH OF 117.01 FEET, WITH A DELTA ANGLE OF 13°24'32", A CHORD BEARING OF S14°23'05"W, AND A CHORD LENGTH OF 116.75 FEET; THENCE S21°05'21"W A DISTANCE OF 337.15 FEET TO THE INTERSECTION OF SAID CENTERLINE WITH THE BOUNDARY OF A CONSERVATION EASEMENT;

THE SIDELINES OF SAID STRIP BEING SHORTENED OR LENGTHENED ON THE NORTH TO MEET THE AFORESAID RIGHT-OF-WAY OF LUCKENBILL ROAD, AND ON THE SOUTH TO MEET THE BOUNDARY OF SAID CONSERVATION EASEMENT.

SAID STRIP HAVING AN AREA OF 19,663 SQUARE FEET, 0.45 ACRES, MORE OR LESS.

EXHIBIT K
Amended Riparian Conservation Agreement

33390048 BPA-2026-01154-F 0488

Amendment 1
Riparian Conservation Agreement
Touchet River Ranch LLC

The Riparian Conservation Agreement ("Agreement") between the **CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION**; a federally recognized Indian tribe acting through its Department of Natural Resources ("Confederated Tribes" or "CTUIR"), and **Touchet River Ranch LLC** (Owner; collectively, "the Parties") fully executed as of January 16, 2022, is amended as follows:

All conditions of the 2022 Agreement remain the same except as follows:

- **Agreements:**

  The parties agree as follows:

  - **Replace Agreement 1. Legal Description in its entirety with the following:**

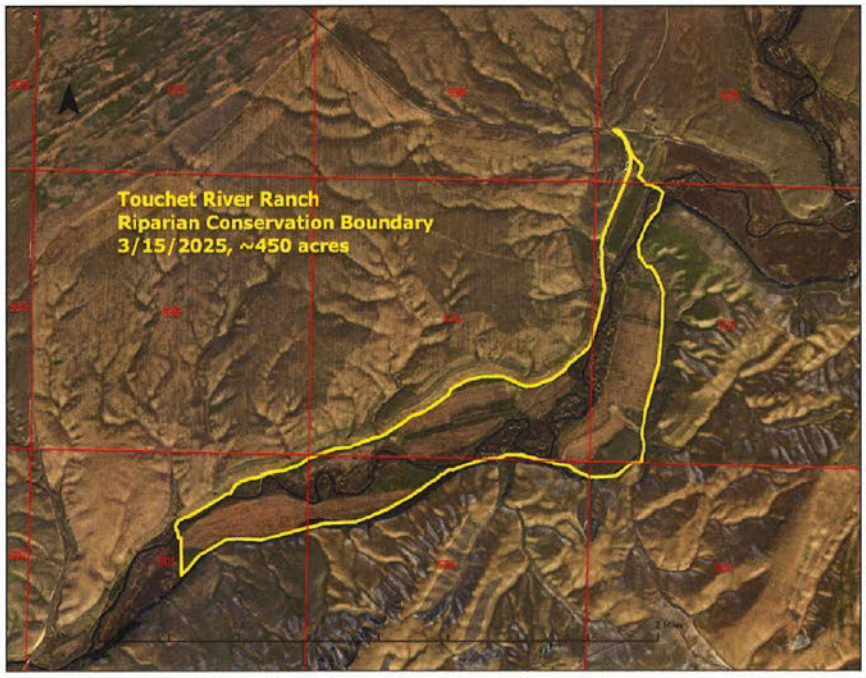
  1. Legal Description. The real property subject to the terms of this Agreement is described as follows:

     The stream corridor, riparian, stream bank, and stream channel bottom within Walla Walla County, the approximately 450-acre portion of Tax Lots 340929330005, 340929330007, 340929330004, and 340929330008 outlined in yellow in Exhibit A. Parcels are located in Township 8 North, Range 33 East, Sections 1 and 6, Township 9 North, Range 34 East, Sections 32 and 29.

  5. Effective and Termination Date. This Agreement shall be effective as of the last signature affixed below and shall terminate on June 30, 2035 **CHANGES TO** June 30, 2040.

Exhibit A:

Replace Figure 2 with the following:



In all other respects the Agreement, to which this is an Amendment, and attachments thereto, shall remain in full force and effect. This Amendment shall become effective on the date it is fully executed. This Amendment shall be attached to the Agreement as Exhibit C.

IN WITNESS WHEREOF, the Parties have executed this Amendment through their duly appointed authorized officials as of the date written below.

CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION

(b)(6) 4/1/25

for John D. Tovey III, Executive Director Date

PROPERTY OWNERS

(b)(6) 3-25-25

John and Susan Gailey, Touchet River Ranch Date

(b)(6) 3/25/25

Attachment B: 90% Basis of Design Report

Túuši Wána Design Project

Touchet River - Mile 14 – 17

90% Level Basis of Design Report

November 2024

BPA-2026-01154-F 0493

Túuši Wána Design Project

Touchet River - Mile 14 – 17

90% Level Basis of Design Report

SUBMITTED TO

Confederated Tribes of the Umatilla Indian Reservation
DNR Fisheries Program
46411 Timine Way
Pendleton, OR 97081

PREPARED BY

Inter-Fluve
501 Portway Ave
Hood River, OR 97031

November 2024

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1. Preface

The Túuši Wána Design Project (Project) area is located along the Touchet River in Walla Walla County, Washington (Figure 1). The project is located between approximately River Mile (RM) 14 to 17. The project is entirely on privately owned land. It is currently unknown if the Washington Department of Natural Resources (WADNR) will assert that the Touchet River, within the project extent, is part of the State-Owned Aquatic Lands (SOAL). Habitat conditions for juvenile and adult salmonids and the riparian processes which support the formation of aquatic habitats have been impaired within the project area by riparian clearing, channelization, and degraded watershed conditions. This report describes the 90% design package and is formatted to meet the Bonneville Power Administration (BPA) Habitat Improvement Program (HIP) General Project Data Summary Requirements (GPDSR) Basis of Design Report guidelines for the project.

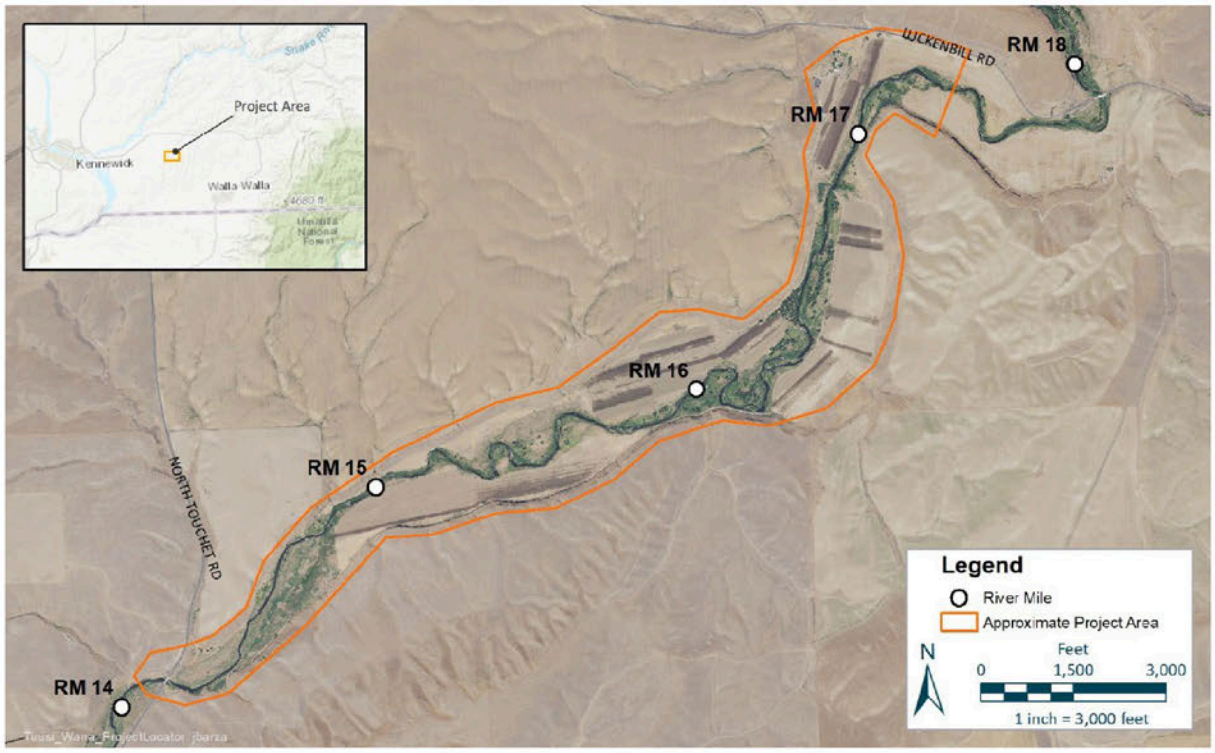

Figure 1: Túuši Wána Design project area.

This project is intended to improve aquatic habitat conditions of the project area so that the reach more closely resembles target conditions outlined in the Confederated Tribes of the Umatilla Indian Reservation's (CTUIR) River Vision (Jones et al. 2008). In line with CTUIR's River Vision, the project elements described here are intended to enhance and restore the processes needed to support aquatic First Foods. These processes include the following items: improving degraded hydrology, reclaiming geomorphic function, providing habitat connectivity, supporting a diverse riverine biotic community, and restoring riparian vegetation diversity and density (Jones et al. 2008). It is acknowledged that the restoration of watershed-scale processes that may influence reach-scale processes are outside the scope of this effort.

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Driven by the River Vision, the goals of this project are focused on improving habitat for two key salmonid species. Additionally, the project aims to recover the biophysical processes and ecosystem services associated with a functioning river and riparian corridor. The initial project goals include the following items:

- Improve holding, overwintering, and migration refugia habitat throughout reach to support upstream migrating adult salmonids.
- Improve high flow refugia and rearing habitat for juvenile salmonids using lower reaches of Touchet River for rearing and/or outmigration.
- Recovery of more natural river valley geomorphic processes through the installation of a large quantity of large wood structures (LWS) intended to initiate and maintain hydraulic variability leading to a more complex channel planform (e.g., split flows) and depth variations (e.g., pools and bars) for mid-term timescales.
- Recovery of more natural riparian processes through the installation of a large quantity of live cuttings and other plantings intended to initiate and maintain an extensive and diverse forested valley bottom for long-term timescales.

Building from these initial goals, quantifiable project area specific goals, objectives, treatments details, and expected project performance/recovery timescales have been established by CTUIR as part of the project development and review process. Section 1.6 describes how the initial project goals stated above were evaluated and have evolved into new, quantifiable criteria upon which the project was designed, and how project design elements link to these criteria. Table 3 summarizes the connections between habitat limiting factors, quantifiable projects goals, and timeframes and actions for achieving those goals at the project site. Furthermore, additional details regarding the evolution of the project goals and design approach are included as Appendix 7.6 which describes the findings of an external expert technical review of the project. Figure 2 shows one of the many times over the course of the project that the project development team visited the site to discuss designs.

Figure 2: Photo looking down river near RM 16.1. | February 2024
Photo shows the tall right bank composed of fine sediments over a consistent layer of gravels.

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Following the review of updated concepts for the Túuši Wána Design project, preliminary design and accompanying documentation was completed for the entire Tussi Wana project site (Inter-Fluve 2024a). These preliminary designs were advanced to the 60% design level (Inter-Fluve 2024b), and design updates between the preliminary and 60% design levels focused on maximizing habitat uplift associated with proposed restoration treatments, while incorporating multiple restoration treatment approaches and recognizing funding limitations for implementation. The restoration designs have been further developed to the 90% design level, and the primary difference between the 60% and 90% design plans is the expansion of wood loading throughout the entire project reach. The 90% design plans are included as Appendix 7.1, and the following report provides site context and details about the project planning process which informed these designs.

1.1 NAME AND TITLES OF SPONSOR, FIRMS, AND INDIVIDUALS RESPONSIBLE FOR DESIGN.

Restoration designs developed for this project are sponsored by The Confederated Tribes of the Umatilla Indian Reservation (CTUIR). Inter-Fluve has been hired as the engineering design firm. Jerry Middel (Rainwater Wildlife Area Project Lead and Upper Touchet Habitat Specialist, CTUIR), Emily Alcott, CE, PWS (Fluvial Geomorphologist/Ecologist; Inter-Fluve) and John Gaffney, PE (Water Resources Engineer; Inter-Fluve) are responsible for the design. Mike Brunfelt, LG (Fluvial Geomorphologist; Inter-Fluve), Mackenzie Butler, CE, FP-C (Fisheries Biologist; Inter-Fluve), and Christoph Suhr, GIT (Fluvial Geomorphologist; Inter-Fluve) have supported design development throughout the design process.

1.2 LIST OF PROJECT ELEMENTS THAT HAVE BEEN DESIGNED BY A LICENSED PROFESSIONAL ENGINEER.

John Gaffney (PE, Washington State No. 51075) is the licensed engineer of record for this project. Table 1 summarizes project elements and includes the following with BPA HIP (BPA 2023) activity and risk categories.

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Table 1: HIP Work Elements and activity Categories included in the project.

ID	Work Element Name *Project Action Summary* Category Name	Category	Risk Level
29	Increase Aquatic and/or Floodplain Complexity		
	Floodplain reveal excavations. Improve Secondary Channel and Floodplain Connectivity	2a	High
	Install large wood structures in the channel and across the revealed floodplain. Install Habitat-Forming Instream Structures (Large Wood, Small Wood, and Boulders)	2d	Med
30	Realign, Connect, and/or Create Channel		
	Channel signatures/scribes within the revealed floodplain. Improve Secondary Channel and Floodplain Connectivity	2a	High
33	Decommission Road/Relocate Road		
	Removal of farm access routes and fords within floodplain reveal extents. Road Decommissioning	5b	Low
47	Plant Vegetation		
	Planting of native riparian and emergent vegetation across the project area. Riparian vegetation planting	2e	Low
180	Enhance Floodplain/Remove, Modify, Breach Dike		
	Removal of fills, berms, and bridge approach fills. Set-back or Removal of Existing Berms, Dikes, and Levees	2b	High
181	Create, Restore, and/or Enhance Wetland		
	Lower channel signatures/scribes within the revealed floodplain are expected to become wetlands and will be planted accordingly. Riparian and Wetland Vegetation Planting	2e	Low
199	Remove Vegetation		
	Removal of non-native and invasive plants throughout the project reach, including via. floodplain reveal excavations. Manage Vegetation Using Physical Control	3a	Low

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1.3 IDENTIFICATION AND DESCRIPTION OF RISK TO INFRASTRUCTURE OR EXISTING RESOURCES.

Existing infrastructure in the vicinity of the project area includes the Luckenbill Road Bridge 0.8 miles upstream of the project easement, the Touchet North Road Bridge 0.7 miles downstream of the project area, and overhead powerlines & utility poles in the floodplain. The most prominent infrastructure constraint within the project area are the large transmission lines which cross the valley in the center of the project area (near River Mile (RM.) 16.5). This feature includes transmission line towers on the valley bottom surface. No restoration actions are proposed in the vicinity of where the transmission lines cross the valley. Additionally, there are residential and agricultural buildings present within the project site, tilled and untilled agricultural fields on the floodplain, irrigation pump stations along the channel, and several rudimentary dirt roads used for farm operation and site access across the project area. Luckenbill Road crosses the valley at a relatively wide section of valley, the road prism does not extend substantially above the valley bottom surface, and field observations suggest the road has been overtopped in places (including during 2020 flooding which is estimated at 12,000 cfs at the site, approximately a 50-year flood, Figure 1) based on field observations of the site. The Touchet North Road valley crossing is well above the valley bottom surface. Valley bottom grading avoids the locations of the existing local powerline poles and pump stations so that existing pumps can be used for irrigation of the site during the plant establishment window as allowed by the Washington Department of Ecology (up to 5 years post project), and it is anticipated that the pumps and local powerline infrastructure may be removed once irrigation is no longer needed at the site. Site access via dirt roads will be modified to relocate access roads to the valley margins, and any stream crossings and/or roads in the center of the valley will be removed. Analysis of how design components may create a risk to infrastructure, or existing resources, includes comparisons of changes to water surface elevations and velocities between existing and proposed conditions. This analysis has included use of a two-dimensional hydraulic modeling to evaluate potential risks to these resources. Potential risk to infrastructure and the stability of LWS was evaluated relative to these risks (see Section 3.6 for additional discussion).

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Figure 3: Photos of 2020 Flooding

Note inundation of large areas of the valley bottom (A), appearance of sediment laden water (B), and fine sediment deposition on the order of inches (C) visible as the flood water receded.

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1.4 EXPLANATION AND BACKGROUND ON FISHERIES USE (BY LIFE STATE – PERIOD) AND LIMITING FACTORS ADDRESSED BY PROJECT.

The Touchet River in the vicinity of the project area is used by threatened Mid-Columbia Steelhead Trout (*Oncorhynchus mykiss)* and Mid- Columbia Spring Chinook Salmon (*O. tshawytscha*). Columbia River Bull Trout (*Salvelinus confluentus*) are present in the headwaters of the basin, and are known to overwinter in mainstream reaches, but Bull Trout are not anticipated to regularly inhabit the project area. Little empirical data is available on fish use of the Touchet River within the project area; it is assumed to be primarily a migration corridor for adults migrating upstream to spawning areas and for juveniles migrating downstream to the ocean. Resident fish, including native Redband and Rainbow trout, as well as non-native Smallmouth and Largemouth bass, are also assumed to use the project area throughout the entire year. Timing of life stage use by species for the larger Touchet River basin is discussed in subsequent subsections and an overview of Touchet basin life stage use timing for species of interest is presented in Figure 4. Of note, for discussions below, emergence timing refers to fry emergence from gravel and not alevin hatching (Quinn 2005, Moyle et al. 2002, Moyle et al. 2002b). Additionally, the limited data pertaining to salmonid presence and use by life stage within the project area and associated discussion is included in subsection 4.1.3 and salmonid habitat limiting factors are presented in subsection 4.1.4. The timing and type of use by each of these species informs both the type of project elements proposed and dictates the frequency and duration of project element connectivity.

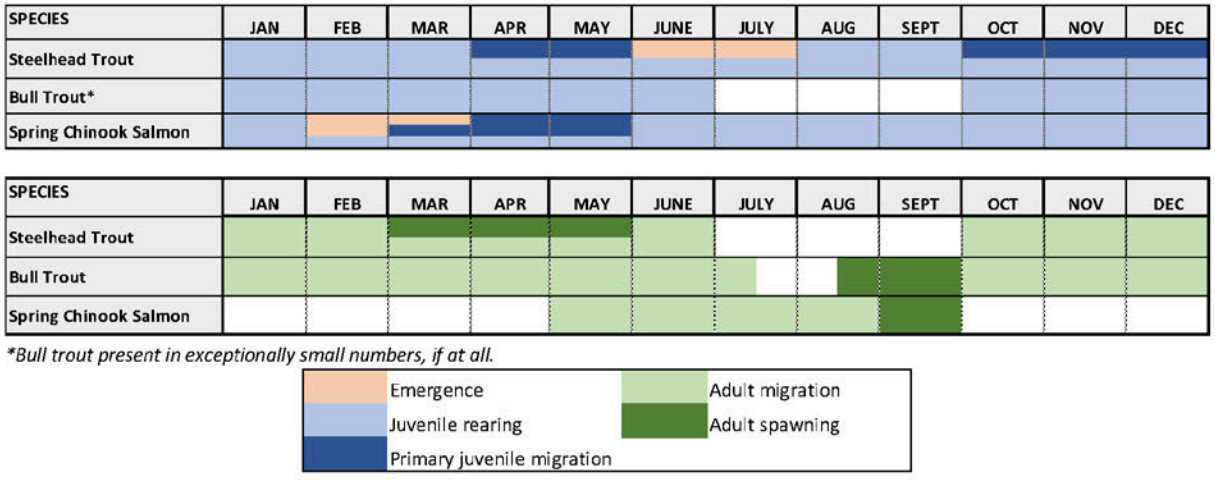

Figure 4: ESA listed fish use timing in the project area. From CTUIR 2014 and Steve Martin, personal communication.

1.4.1 Touchet Basin Steelhead

Adult Steelhead may start to move into the Touchet watershed as early as September if flows and water temperatures are sufficient and migration typically continues through June. Adult Steelhead may also hold in the Columbia and lower Walla Walla Rivers in the fall, migrating up into the tributaries near spawning areas in January. Peak upriver migration, when Steelhead would be passing through the project area, typically occurs in March and April right before spawning (Figure 5). Spawning and juvenile rearing occur mostly in the upper portions of the watershed above the project area. Upstream of the project area, the majority of Steelhead fry emerge between June and July, right as the hydrograph typically drops to near base flow and water temperatures rise (Moyle et al. 2002, Quinn 2005). Age-0 juveniles spend their first year primarily in shallow riffle habitats, feeding on invertebrates and using overhanging riparian vegetation and undercut banks for cover (Moyle et al. 2002, USFWS 1995). Older juveniles prefer faster moving water including deep pools and runs (USFWS 1995). Juvenile outmigration is bimodal, with fall outmigration of small (likely Age-0) juveniles in October – December and spring outmigration of transitional and smolt-sized fish in April and May (CTUIR 2014). Juveniles out-migrating in the fall may be leaving the drainage or looking for rearing/overwintering areas in the lower Touchet or Walla Walla Rivers. Juveniles out-migrate between ages zero and three, though some may hold over and display a resident life history form in reaches upstream of the project area (Mendel et al. 2014).

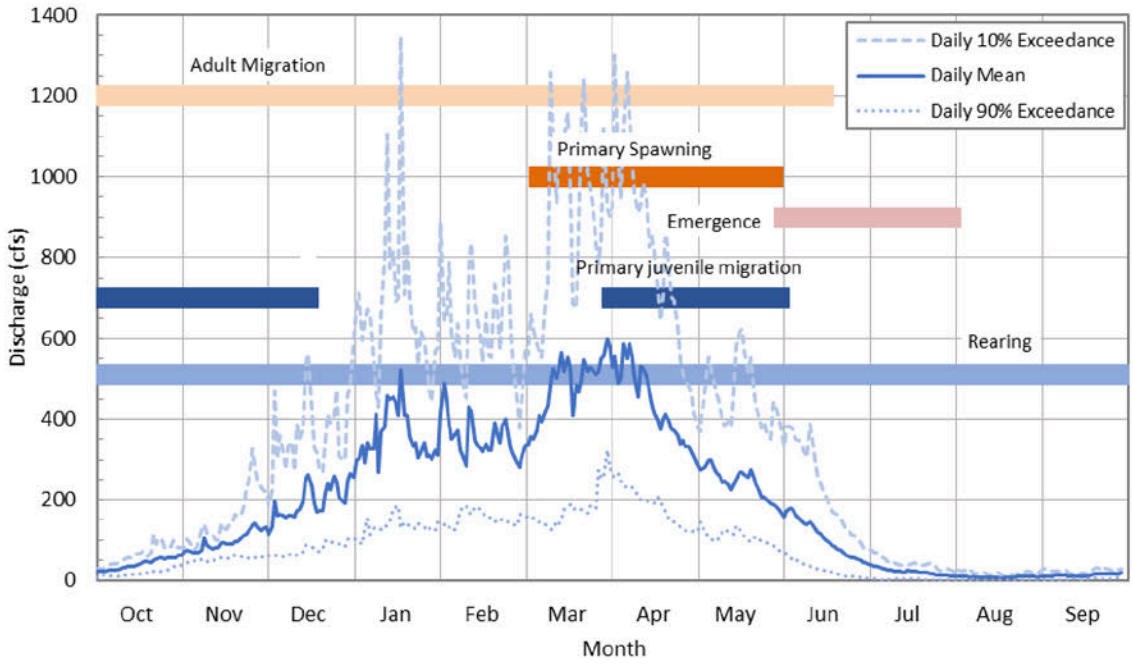

Figure 5: Steelhead (Oncorhynchus mykiss) life history timing in the Touchet River and Walla Walla River watersheds overlaid on discharge in the Túuši Wána project area.

Discharge data is adjusted from the WADOE Cummins Rd gage (~RM 3, period of record Water Year 2003-2021) using a direct basin area correction. Fish use timing is approximate and reflects typical life history stages (WDFW 2014, Steve Martin 2016) for fish using the Touchet River. Upstream adult and downstream juvenile migration are the primary life history stages assumed to be present in the Túuši Wána project area.

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1.4.2 Touchet Basin Spring Chinook

Native spring Chinook were considered extirpated from the greater Walla Walla River subbasin in the mid-20th century, but recent reintroduction efforts have re-established a naturally spawning population (CTUIR 2014). Spring Chinook return to the Touchet River between April and July, with peak migration likely occurring through the project area between Marh and May, though some late-returning fish may be delayed due to high water temperatures and finish their final upstream migration through the Touchet in September as temperatures drop (Figure 6). Peak return coincides with a strong decline in the hydrograph and a simultaneous increase in water temperatures, forcing Chinook to migrate further upstream to avoid stranding and/or potentially lethal temperatures, particularly in drought years (Mendel et al. 2014). Most of the spawning occurs in September upstream of the project area, with fry emerging in February and March. Emergence coincides with the rising hydrograph, forcing juveniles to seek out backwater or margin areas with lower velocities, dense cover, and abundant food (Quinn 2005). As they increase in size, juveniles begin to select for deeper and faster moving water, particularly areas with overhanging cover (Moyle et al 2002b). These areas provide more holding and feeding habitat areas for the larger juveniles to occupy. Mid-Columbia spring Chinook express a stream-type life history, meaning they rear in freshwater for at least one year before out-migrating in the spring as yearlings.

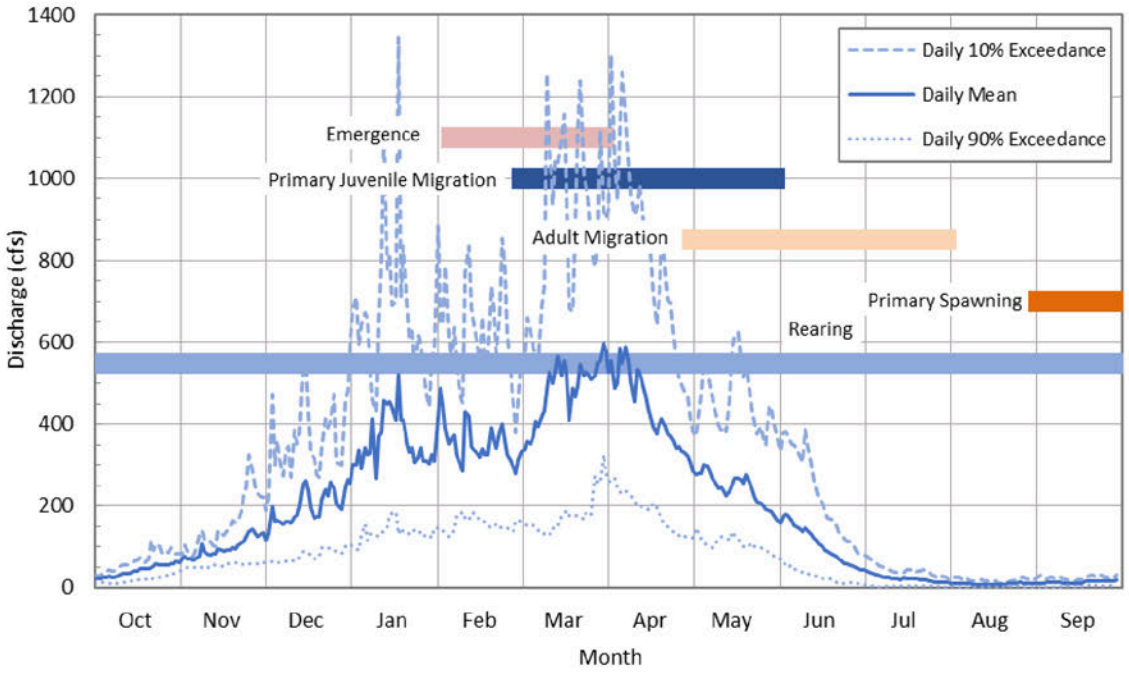

Figure 6: Chinook (Oncorhynchus tshawytscha life history timing in the Touchet River and Walla Walla River watersheds overlaid on discharge in the Túuši Wána project area.

Discharge data is adjusted from the WADOE Cummins Rd gage (~RM 3, period of record Water Year 2003-2021) using a direct basin area correction. Fish use timing is approximate and reflects typical life history stages (WDFW 2014, Steve Martin 2016) for fish using the Touchet River. Upstream adult and downstream juvenile migration are the primary life history stages assumed to be present in the Túuši Wána project area.

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1.4.3 Project Area Salmonid Use

No salmonid spawning has been documented in the project area, and studies focusing on other portions of the Touchet basin note that Steelhead spawning generally occurs upstream of Prescott, WA, located about 15 miles upstream of the project area, and Chinook spawning occurring primarily in the headwaters (CCD 2020). While a lack of spawning data in the vicinity of the project area does not necessarily indicate that spawning does or cannot occur, high summertime water temperatures (Figure 7) and low flows in the project area point to the area being unsuitable for Chinook spawning. Steelhead spawning is the project area may be possible due to more suitable water temperatures during the spawning period (March – May), though frequent high flows during the spawning period may create hydraulic conditions at the site that are not conducive to spawning under current conditions. The project area is not anticipated to be suitable for juvenile rearing due to high summer water temperatures and a lack of temperature refugia under current conditions; in the Touchet basin Steelhead rearing is considered marginal or inhospitable below Waitsburg and Chinook rearing is considered marginal or inhospitable below Dayton. Upstream adult and downstream juvenile migration are the primary life history stages assumed to be present in the Túuši Wána project area, and these times generally coincide with more suitable water temperature and water availability at the project site.

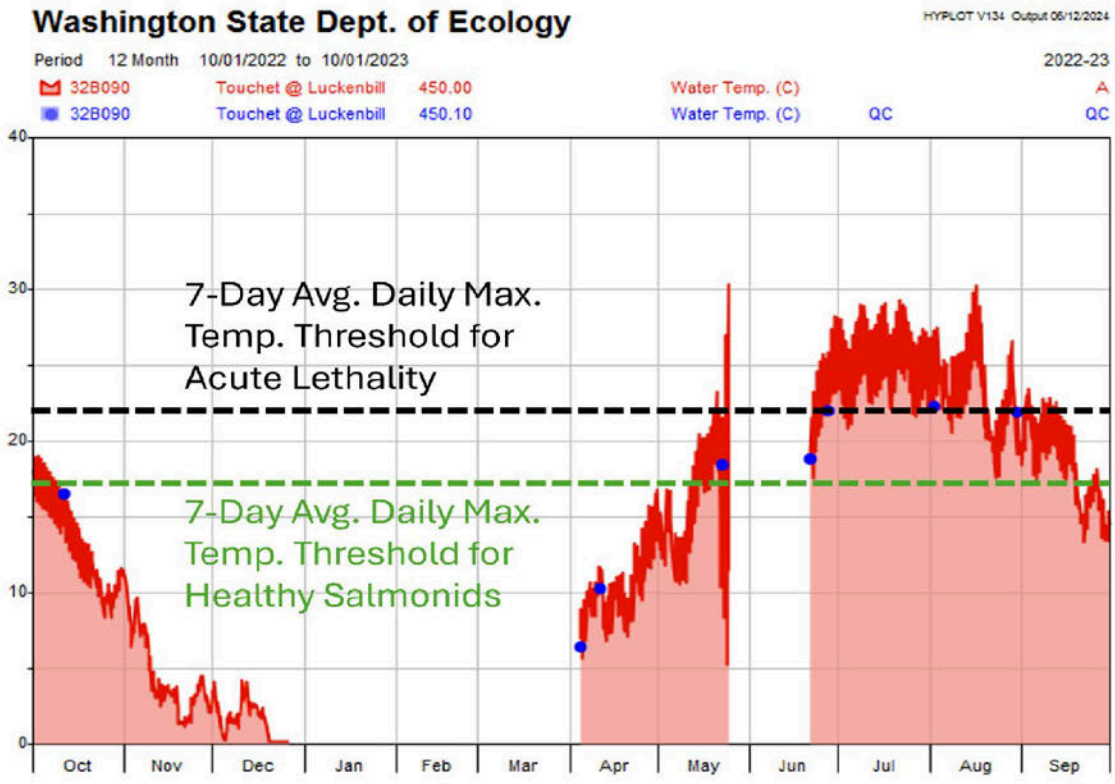

Figure 7: Plot of water temperatures recorded immediately upstream of the project area with salmonid water temperature threshold overlay.

Temperature values are in degrees Celsius from the WADOE gage 32B090.

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1.4.4 Habitat Limiting Factors and Water Quality

This project is designed to address several limiting factors, as identified by CTUIR, for target species in the project area, including a lack of in-channel characteristics, limited passage/entrainment, and reclaiming riparian and floodplain function and connectivity. Project objectives, listed here and with quantifiable objectives found in supporting Table 3, are intended to improve these primary limiting factors and are presented in Table 2. In addition to these limiting factors, the Touchet River currently has a category 4A water quality listing for temperature (Washington Department of Ecology Listing #23779) and is part of the Walla Walla River Subbasin TMDL for pH, dissolved oxygen, and temperature.

Table 2: Limiting factors and project objectives.

Primary Limiting Factors	Project Objectives
In-channel characteristics	Increase channel complexity, with morphology closer to historical function and form
	Increase stream velocity diversity at a range of flows
	Improve sediment sorting and routing
	Improve in-stream thermal diversity
	Increase quantity and quality of habitat diversity, especially large wood and pools
Passage/entrainment	Increase area suitable for juvenile rearing
Riparian/floodplain	Increase floodplain connectivity and frequency of inundation
	Increase riparian function with site-appropriate native vegetation

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1.5 LIST OF PRIMARY PROJECT FEATURES INCLUDING CONSTRUCTED OR NATURAL ELEMENTS.

1.5.1 Proposed Project Actions

Based upon site analysis, project goals and objectives, identified habitat limiting factors, site review (design team (CTUIR, Inter-Fluve), stakeholders, funder technical review (Bonneville Power Administration [BPA], Salmon Recovery Funding Board [SRFB]), external technical review (Appendix 7.6)), and anticipated available funding ranges, two complementary restoration treatment approaches are proposed for the project area. These two treatment approaches were initially described in the June 2024 Preliminary Designs (Inter-Fluve 2024a). At preliminary design, the two restoration approaches were described in the report and shown on the Plans in two treatment reaches, 1) **Floodplain Reveal Treatment Reach**, and 2) the **Large Wood Treatment Reach** (Inter-Fluve 2024a). These two approaches were intended to balance both the desire for more immediate benefit response time (Table 3) as well as 'lighter' touch approaches that are expected to provide longer term benefits. These two proposed approaches were provided in an attempt to balance potential risks presented by both approaches as well as provide comparative lessons learned for future restoration efforts in the lower Walla Walla Basin. To note, the 60% design level plans (Inter-Fluve 2024b) only show the "Floodplain Reveal" restoration treatment approach, though the 90% designs reincorporate the large wood structure (LWS) treatment approach proposed throughout the project area, similar to the treatment approaches shown on the preliminary design plans (Inter-Fluve 2024a).

The first approach, prescribed for the **Floodplain Reveal Treatment Reach**, (River Mile 16.5 to 17.1) intends to accelerate extensive, frequent, and sustained floodplain engagement. This more direct approach is expected to realize project benefits on the more immediate (immediately post construction) and near-term (1 to 3 year) benefits. These benefits will be achieved through excavation ("floodplain reveals") by exposing a floodplain surface compatible with and just above the established long profile of the Touchet River's gravel bed channel that has been found to sustain the river's base-level elevation profile. The floodplain reveals also target elevations that will encourage and sustain passive revegetation. This approach will be paired with channel and floodplain structural elements (e.g., LWS) which will be placed along the channel margins and across the floodplain. The placement of these LWS is intended to promote moderate to long-term (60 to 150 years (Beechie et al. 2008)) channel aggradation and enhanced floodplain-forming and riparian processes. The second approach, prescribed for the **Large Wood Treatment Reach** (RM 14.9 to 16.5), will use aggressively positioned[1] main channel LWS to initiate lateral channel migration and drive moderate- to long-term (60 to 150 years (Beechie et al. 2008)) channel aggradation. This downstream treatment approach is proposed to be paired with active vegetation stewardship, such as a regenerative agriculture or permaculture approach, targeted to successively rebuild soil

[1] LWS are considered aggressively positioned when they block more than 1/3 of the channel width and are engaged with low flow for at least 1/3 of their perimeter. Although not initially channel spanning, aggressively positioned LWS still have the capability of blocking and redirecting flow to accelerate channel dynamics. They may also capture mobile wood creating a channel spanning condition until the fine sediment bank(s) deform creating a new flow path(s).

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structure and ultimately support the return of active agricultural areas towards more naturalized floodplain forest and uplands.

Throughout the treatment reach, process barriers such as riprap shall be removed. A more detailed description of the treatment reach and associated project feature types is provided below.

Floodplain Reveal Treatment Reach (River Mile 16.5 to 17.1)

From River Mile 16.5 to 17.1, a more direct excavation approach, paired with LWS additions inset within these excavations, will be taken. This treatment reach is intended to achieve the goals and objectives within the timeframes (e.g., immediate to 20 years) desired by CTUIR in the project objectives (Table 3). A more detailed description of each project feature type is provided below.

Floodplain reveals. Floodplain excavation areas are proposed to increase the valley bottom's hydrogeomorphic connectivity and support the growth and natural regeneration of desirable riparian plant species (e.g., willow, cottonwood). These excavations are intended to provide achievement of the project objectives in the immediate to 20-year target timeframes (Table 3). Given that aggradation is expected following construction, these excavations will be paired with the addition of structural elements (e.g., large wood) and riparian revegetation to accelerate the recovery timescale of the project area.

Informed by the analyses described in this report, floodplain reveal excavations will target elevations bands where alluvium composition matches the hydraulics (in the absence roughness from mature floodplain vegetation) (Sections 4.1.17 and 4.1.30), suitable for independent vegetation establishment (Section 2.3), and spring high flow juvenile salmon rearing habitat development (Section 4.1.19). This target is near the 400 cfs water surface elevation (Section 4.1.22) and the gravel/cobble alluvium across the valley bottom (Section 3.4).

Landscape complexity features within the floodplain ("Proposed Scribes") have been designed to mimic relict channel scars with similar channel geometry and sinuosity as those observed in upstream analogous reaches. These features will be excavated inset to the revealed floodplain surface to provide depth and velocity heterogeneity at a variety of flow conditions. Three "Proposed Scribe" elevations are set at 0.5, 1.0 and 1.5 feet below the target reveal elevation. The planforms were developed based the progressive down valley meandering and meander cut-off patterns often found in mature dynamic equilibrium settings, as well as comparison to relative height differences from the low water surface to existing vegetation communities (see section 2.3 for additional details).

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As currently proposed, it is expected that these excavations will connect nearly 20 acres of floodplain at the 2-year peak flow (Table 3) across the 330-acre valley bottom within the project's conservation easement. The proposed floodplain excavation reach is intended to provide more immediate habitat benefits on the desired timescales described by CTUIR. Primary considerations related to this are:

1) The desired response and recovery for this timescale for many project objectives are immediate, 5, 10, and 20 years (Table 3). This approach, while more direct and aggressive, provides more immediate recovery when compared to aggradation recovery estimates provided in Beechie et al. 2008.
2) Because the valley bottom and channel margins lack mature vegetation, when exposed to velocities of moderate to high flows (1 to 5 years), the gravel alluvium layer present at the target elevation has a sufficiently coarse grainsize distribution to help self-maintain a channel elevation needed for floodplain connection and riparian revegetation.
3) The project area is known to have chronically impaired baseflow, often dropping to less than 10 cfs in July, August, and September and becoming unmeasurable during peak irrigation withdrawal times of the day. It has been noted by residents along the river that this low flow results in no surface flow over riffle crests and the isolation of pools in August and September. Lowering the surrounding landscape to near the current persistent low water table alleviates some uncertainty related to dewatering the reach, particularly in light of climate change projections the suggest base flow could be reduced by up to another 90% by 2080 (Yoder 2022).
4) Proposed floodplain elevations target the ground height above river (HAR) (Bair et al. 2021) needed to encourage the natural regeneration of willow and cottonwoods. Here, site analysis suggests the HAR estimated to support natural regeneration of emergent vegetation 0.5 to 1.5 feet, while willows at an average of near 6 feet HAR, and cottonwood regeneration is more variable depending upon flood-specific conditions (i.e., Mahoney & Rood 1998). This proposed floodplain reveals will place the surrounding landscape an elevation that can more readily support the natural regeneration of desirable plant species on a the timescale identified for project performance (see Table 3).

Given the high annual sediment yields in the basin and the expectation for aggradation to occur post-project, the intent of these floodplain reveals is to allow the regeneration and growth of floodplain vegetation to outpace aggradation rates. While annual sediment yield rates are estimated at 1,519,000 m^3 (Beechie et al. 2008), it is expected that sediment loads are delivered at least in part episodically. Large-scale flood events within the first three to five years after the project may present a risk to project success and replanting may be needed if sedimentation rates exceed plant growth tolerances. Target surfaces have been designed to be near the low end of plant communities HAR in an effort to provide some mitigation for this risk. Floodplain grading is proposed to terminate at the valley-spanning transmission line corridor, which is a current immovable project constraint.

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Valley margin terraces and hummocks. To add additional complexity to the revealed floodplain and reduce the earthwork costs, hummocks will be left within the reveal extent and terraces will be left or constructed along the valley margins. The hummocks will be inundated as water levels rise, providing newly accessible suitable juvenile salmon habitats as other areas become less preferential with increasing depth. The terraces edges will be graded to mimic the appearance of fluvial terraces left behind as a river base level lowers or the watershed hydrology and sediment regime changes. To increase the valley bottom area available for floodplain reveals the terrace fills will be located along the existing valley margin where the ground is already higher relative to the river. The terrace fills were set in areas with no or limited connectivity at the 100-year flood event and will occupy around 27 acres of the 330-acre valley bottom within the project's conservation easement. The thickness of the terrace fill will be no more than 15 feet, tapering down in thickness at the valley margin and bottom of the hillslope so as to blended into surrounding topography and graded to route hilltop drainage pathways away from floodplain reveals. The riverward side of the terraces will be contoured to gradually transition to the current valley bottom, with a flat buffer between the floodplain reveals that will also provide a maintenance access route and room for potential future expansion of floodplain reveals. Given the proposed relatively high elevation of these terrace fills, revegetation is expected to be a significant challenge and will require maintenance and monitoring to establish the desired upland vegetation community.

In-channel LWS. The in-channel LWS, including the apex and bank-buried LWS, will be used as a proxy to mimic the structure provided by historical mature cottonwood trees. The intent of these is to drive lateral migration and act as deflection points for the channel to migrate around and respond to. This is intended to jump start the development of riparian vegetation "nursery sites" that will aggrade atop and within the floodplain reveals, primarily downstream point and mid-channel bars. These will be paired with live cuttings extending below the low water level.

The collective action of the in-channel LWS will also somewhat raise the water surface elevations over a range of moderate to high flows and increase the hydraulic connectivity of around 30 acres over both the floodplain reveal excavations and adjacent areas. This increase in hydraulic connectivity will help support the growth of riparian vegetation and provide refuge hydraulic/cover conditions for out-migrating juvenile salmon in the spring.

The in-channel LWS are not intended to immediately or directly increase the low flow (base flow) water surface profile through the project reach[2]. However, based on modeled sediment loads (Beechie et al. 2008), they will likely lead to aggradation over the moderate to longer term which may increase the base flow water surface profile.

[2] In-channel LWS may support the aggradation of the riverbed in the moderate to long-term, and coupled with an increase in base flow rates may increase the low flow water surface profile.

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Floodplain wood structures. The floodplain LWS with accompanying live plantings, will be constructed throughout the floodplain reveals. These will act as deflection points for flows to move around and generate hydraulic and terrain complexity. Plantings will occur in the downstream velocity shadow of these structures to simulate island shapes. These will be done with live cuttings and salvaged whole willows/cottonwoods extending below the low water level and interspersed between the large wood materials.

Off-channel post-assisted log structures. The off-channel post-assisted log structures (PALS), with accompanying live plantings, will be placed in floodplain reveal areas and areas where higher flows will more routinely route down the floodplain. These will act as deflection points for the channel to migrate around and respond to. These will simulate the shape of a small apex log structure or the structural function of a beaver dam, with live cuttings and willow bundles extending below the low water level interwoven with the large wood materials and in the downstream velocity shadow.

Removal of riprap and derelict items. Existing riprap, other types of bank armoring, a farm bridge deck and abutments (Figure 8), and other derelict agricultural items (pipes, fences, poles, equipment, etc.) will be removed throughout the project area. Removal of the riprap and bank armoring will allow for natural bank erosion rates and remobilization of floodplain sediments with the project reach. The overhead electric powerlines serving the irrigation pumps with the project area will remain in-place until they are no longer needed to provide irrigation water to help establish the riparian plantings. This plant establishment period is expected to take around five years. The larger power transmission lines that cross the valley near River Mile 16.5 will remain, including the two sets of poles in the valley bottom. There will be a 300-foot buffer on each side of the transmission lines with no excavation, fills, or LWS within it.

Figure 8: Photo of derelict bridge and abutments to be removed near River Mile 16.5.

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Revegetation. The long-term goal is to reestablish native riparian shrubs and a mature cottonwood gallery forest within the active channel migration zone and along the channel margins that can moderate channel migration rates. To achieve this goal, strategic revegetation efforts will be implemented in a variety of styles and will be key to the project's future success. Given the scope and scale of propsed earthwork and the significant presence of noxious weeds in the watershed, revegetation effort will require a long-term commitment from the Project Sponsor. It is anticipated that the revegetation effort will be intensive in the first three to five years as the floodplain reveal excavation or wood structure is completed, followed by multiple years of monitoring, maintenance and adaptive management to realize the benefits provided by installed LWS (e.g., invasive species management, planting/re-planting a deposit after it forms downstream following a high flow event).

Revegetation design was informed by the analyses described in subsequent sections, along with information garnered from a site visit with Chris Hoag, Hoag Riparian & Wetland Restoration LLC (September 2022) and Mike Denny, a Walla Walla area naturalist (May 2024). It is anticipated that *Willow and Cottonwood Scroll Clusters* and *LWS Revegetation* would happen concurrently with in-water work to capitalize on equipment able to dig to the low water table, while the other revegetation treatments should be completed during appropriate planting windows. The following revegetation treatments are included in the project designs:

1) *Willow and Cottonwood Scroll Clusters:* Revegetation within the floodplain reveals will focus on installation of live willow and cottonwood cuttings in scroll and island shapes. These planting areas are mostly associated with LWS, and are targeted in the downstream velocity shadow of those proposed structures. Cuttings will be installed in trenches at angles that will also provide flow deflection and accumulate smaller large wood and sediments that are being transported by flood events. To further support the growth of live cuttings in willow trenches a log will be placed at the bottom of the trench against the cuttings. This is intended to slowly release water and feed microbial communities in the soil.

2) *LWS Revegetation:* Similar to the willow and cottonwood Live cuttings installed to extend below the low water table within the footprint, and in then downstream velocity shadow, of all LWS to jump start the native revegetation process. Floodplain and off-channel LWS will incorporate live cuttings and willow bundles extending below the low water level and interwoven with the large wood material.

3) *Valley Margin Terrace Revegetation*: Revegetation on valley margin terraces will focus on seeding of native upland bunch grasses and sagebrush. Because these areas will be composed of fill generated from onsite cut, careful surface. Hydroseeded and hydromulch are recommended here, including a tackifier, to reduce initial erosivity.

4) *Open Riparian Revegetation:* These areas will serve as the primary foundational bench for the floodplain reveals. These areas are approximately 2 feet above the low water table, which is commensurate with relative elevations were similarly observed in field work, and are expected to support the establishment of native riparian shrubs.

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5) *Emergent and Riparian Shrub Revegetation:* These areas along the floodplain reveals will be lower inset features within the *Open Riparian Revegetation* areas. These features are on average 0.5 to 0.8 feet above the low water table and are expected to support a mix of native riparian shrubs as well as a mix of riparian and emergent herbaceous plants.

6) *Transitional Revegetation:* These areas are located along the slopes from the *Open Riparian Revegetation Zones* upwards to the unexcavated areas. This transitional zone is not expected to be exposed to higher velocities and less frequent inundation, and focuses on riparian shrubs that that are capable of adapting to variations in wet and dry conditions.

7) *Riparian Vegetation Management:* These areas are currently wooded and/or do not have floodplain reveal excavations shown. These areas have been identified as areas where aggressive, non-desirable plant species exist and are recommended for targeted invasive species management and removal. Continued ongoing collaboration with the landowner and lease holder will be required to plan and appropriately manage and phase this effort.

8) *Agricultural Conversion Zone:* Given that the width extents and associated proposed excavation is narrower than the conservation easement, agricultural conversion zones are intended to restore soil structure in areas that have been actively used for agricultural. It is expected that these areas will require multiple phases of management to ultimately achieve the desired plant community. These phases are expected to include holistic management that includes site preparation (e.g., burning, invasives removal), cover crop planting[3] as part of an active agriculture approach to rebuild soil structure, followed by successional management of native revegetation and continued invasive species management. This approach would leverage existing irrigation and agricultural infrastructure (e.g., access routes) to transition areas currently in agriculture to riparian forest or uplands that fit the Tribe's River Vision. The proposed as part of this design package is planting of an annual cover crop. This crop is composed of species that are intended to increase organic matter, suppress undesirable weeds, increase available soil nitrogen, and decrease soil compaction. Continued ongoing collaboration with the landowner and lease holder will be required to appropriately manage and phase this effort.

[3] Cover crop plant common names may include Lacy Phacelia, Austrian field peas, Buckwheat, Groundhog Daikon Radish, Yellow blossom sweet clover, Fridge Triticale.

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Large Wood Treatment Reach (RM 14.9 to 16.5)

From River Mile 14.9 to 16.5, a more indirect approach of LWS additions will be taken. This approach is intended to initiate lateral channel migration and aggradation. It is acknowledged that the lateral extents and timescale of this approach lags behind the desired response time listed in Table 3. However, when implemented along with the Floodplain Reveal Treatment Reach it provides a paired approach that will provide longer term benefits, as well as a chance to compare treatment approaches that may inform future watershed restoration efforts.

In-channel LWS. The in-channel LWS, including the apex and bank-buried LWS, will be used as a proxy to mimic the structure provided by historical mature cottonwood trees. The intent of these is to promote lateral migration and act as deflection points for the channel to migrate around and respond to. This is intended to jump start the development of riparian vegetation "nursery sites," primarily downstream point and mid-channel bars. These will be paired with live cuttings that will be installed to extend below the low water level.

The collective action of the in-channel LWS will also somewhat raise the water surface elevations over a range of moderate to high flows and increase the hydraulic connectivity of around 30 acres of existing ground along the current channel and adjacent to the floodplain reveal excavations. This increase in hydraulic connectivity will help support the growth of riparian vegetation and provide refuge hydraulic/cover conditions for out-migrating juvenile salmon in the spring.

The in-channel LWS are not intended to immediately or directly increase the low flow (base flow) water surface profile through the project reach[4]. However, based on modeled sediment loads (Beechie et al. 2008), they will likely lead to aggradation over the moderate to longer term which may increase the base flow water surface profile.

It is expected that the lateral extent of treatment benefits of this approach will be more limited than the Floodplain Reveals approach. Review of channel traces from the aerial photographic record and channel signatures from LiDAR provide a good proxy for anticipated lateral channel migration extents (Section 4.1.14). A notable risk associated with this approach is that the contemporary channel migration zone lacks mature riparian vegetation in many locations. This is expected to lead to more rapid channel migration than those which historically were moderated by the root structure of mature riparian shrubs and trees.

[4] In-channel LWS may support the aggradation of the riverbed in the moderate to long-term, and coupled with an increase in base flow rates may increase the low flow water surface profile.

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Revegetation. Intentional revegetation efforts are key to the project design and will be implemented in a variety of styles. Revegetation design was informed by the analyses described in subsequent sections, along with information garnered from a site visit with Chris Hoag, Hoag Riparian & Wetland Restoration LLC (September 2022) and Mike Denny, a Walla Walla area naturalist (May 2024). Generally, revegetation will focus on the removal of non-native plants and subsequent application of a variety of plating treatments based on specified zones within the treatment reach. It is anticipated that the revegetation effort will require a long-term commitment from the Project Sponsor and be phased over multiple years, in part due to the scale and cost of this effort, but also particularly in the **Large Wood Treatment Reach** also because of the moderate to long-term migration and aggradation response times. The following revegetation treatments are included as part of the Large Wood Treatment Reach:

1) *Willow Scroll and Cottonwood Clusters:* Revegetation within the Large Wood Treatment Reach will focus on installation of live willow and cottonwood cuttings in scroll and island shapes. These planting areas are mostly associated with LWS, and are targeted in the downstream velocity shadow of those proposed structures. Cuttings will be installed in trenches at angles that will also provide flow deflection and accumulate smaller large wood and sediments that are being transported by flood events. To further support the growth of live cuttings in willow trenches a log will be placed at the bottom of the trench against the cuttings. This is intended to slowly release water and feed microbial communities in the soil. It is anticipated that the revegetation effort will be intensive in the year that the floodplain reveal excavation or wood structure is completed, followed by multiple years of monitoring, maintenance and adaptive management to realize the benefits provided by installed LWS (e.g., planting/re-planting a deposit after it forms downstream following a high flow event). The long-term goal is to reestablish a mature cottonwood gallery forest within the active channel migration zone and along the channel margins that can moderate channel migration rates.

2) *Agricultural Conversion Management:* Given that the width extents and associated response of the Large Wood Treatment reach is narrower, it is proposed that areas currently in actively agriculture being converted to desirable vegetation over multiple phases and years. These phases are expected to include holistic management that includes site preparation (e.g., burning, invasives removal), cover crop planting[5], active regenerative agriculture or permaculture to rebuild soil structure, followed by successional management of native revegetation and continued invasive species management. This approach would leverage existing irrigation and agricultural infrastructure (e.g., access routes) to transition areas currently in agriculture to riparian forest or uplands that fit the Tribe's River Vision. It is expected that these areas will require multiple phases of management to ultimately achieve the desired plant community. The effort proposed as part of this design package is planting of an annual cover crop. This crop is composed of species that are intended to increase organic matter, suppress undesirable weeds, increase available soil nitrogen, and decrease soil compaction. Continued ongoing collaboration

[5] Cover crop plant common names may include Lacy Phacelia, Austrian field peas, Buckwheat, Groundhog Daikon Radish, Yellow blossom sweet clover, Fridge Triticale.

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with the landowner and lease holder will be required to appropriately manage and phase this effort.

1.5.2 Actions Considered but Not Proposed

Based upon site analysis and project goals, several actions were considered but not proposed for floodplain reconnection. These actions, along with justification for why they are not proposed, are described in more detail below.

Valley bottom reconnection through channel filling. Based on the project area's unconfined, depositional setting[6] connecting the contemporary valley bottom through channel filling was considered but is not proposed. This approach would involve filling the channel with soil, gravel, and large wood with "the aim to construct a valley surface that is connected at base flow" (Powers et al. 2018). A key component of this methodology is (1) "identifying geomorphic controls" and (2) "key relic/historic features and their elevations" that "provide strong indicators of the pre-disturbance valley" (Powers et al. 2018). These two factors, discussed in more detail below, were the main limitations and reasons for not proposing this approach.

1) *Lack of sufficient geomorphic controls.* Ground-based and desktop assessment of the project area (LiDAR, geomorphic and geologic maps), indicated that there are no valley-spanning geomorphic controls to serve as the downstream boundary condition for this approach within the project extent bounded by the currently negotiated conservation easement. A geomorphic grade control would be necessary to maintain the elevated profile (achieved from filling the channel) and transition into the downstream reach outside the valley wide conservation easement. Given the relative height difference of eight to ten feet between the low water table and the surrounding ground surface, much of which is fine silts (Section 4.1.15), and documented low summer base flows (often less than 10 cfs with flows becoming unmeasurable for periods), transitioning the slope from a filled condition back to the existing condition (downstream of the project boundary) would also be challenging, requiring much of the project length and a series of immobile and impermeable valley spanning geologic grade controls to be constructed. Additionally, given the low summer base flows, the risk of dewatering the channel if incision occurred was deemed significant.

2) *Lack of relic features that are resilient to proposed stream power.* Investigation of relic features for a potential target reconnection elevation included test pits (Figure 28 & Inter-Fluve 2022). As described in the prior Preliminary Design Report for the smaller easement project area (Inter-Fluve 2022), test pits revealed approximately eight to ten feet of fine silts overlying gravel/cobble alluvium. While the Valley Bottom Reconnection Through Channel Filling approach would aim to distribute stream power across the valley bottom, the silt content of the floodplain is of insufficient grain size to maintain the proposed filled channel invert elevation without roughness evenly distributed across the valley bottom (large wood and/or vegetation).

[6] Project area valley profile slope is 0.23%.

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Channel aggradation through wood structure placement, BDAs. Based on the significant annual sediment yields of the watershed (1,519,000 m^3 (Beechie at al. 2008)), floodplain reconnection solely via aggradation processes was considered but is not proposed. This approach would include placement of hydraulic roughness elements (LWS, BDAs) across the valley bottom to increase roughness and accelerate aggradation. While Beechie et al. (2008) estimated potential recovery through aggradation associated with the placement of Beaver Dam Analogues (BDAs) to occur on the timescale of 60 to 150 years. The paper also notes that "allowing or encouraging recolonization by beaver can reduce recovery time by up to 33%" (Beechie et al. 2008). While aggradation through structural placement (LWS) is proposed as part of this project, the recovery time scale of 60 to 150 years for a wood only based approach was longer than that timescale desired by the landowner and project funders. Further, based on modeled stream velocities and a "Low" Beaver Intrinsic Potential (Dittbrenner 2018) rating for the site, it is expected that BDAs have a low likelihood of being taken over by natural beaver colonies and that they would need to be regularly maintained and reinstalled if selected as the sole restoration approach.

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1.6 DESCRIPTION OF PERFORMANCE/SUSTAINABILITY CRITERIA FOR PROJECT ELEMENTS AND ASSESSMENT OF RISK OF FAILURE TO PERFORM, POTENTIAL CONSEQUENCES AND COMPENSATING ANALYSIS TO REDUCE UNCERTAINTY.

Initial design criteria provide the overall guideposts for the project and are developed so that project components address key constraints and objectives and remain consistent with CTUIR's River Vision. The initial design criteria were divided into four categories: habitat, geomorphology / hydrology / ecology, engineering and risk, and construction impacts. During the external technical review process, a key data gap at the project team level regarding quantifiable design goals and expected response times was identified and agreed on. In response to this data gap, the CTUIR team developed a list of more quantified project design goals, which are grouped into three categories based on how they relate to the habitat limiting factors of the site: aquatic habitat availability; channel characteristics; and floodplain/riparian characteristics. Table 3 and Table 4 summarize the connections between habitat limiting factors, quantifiable projects goals, and timeframes and actions for achieving those goals at the project site. Additionally, the following points summarize the key findings from the expert technical review, and informed the description of the updated goals and objectives table:

- There is lingering curiosity and uncertainty as to the origin of thick deposits of fine sediment in the valley bottom (i.e., Missoula Floods, upslope agricultural erosion, wind deposits, overbank deposits, combinations, or other sources). It was noted by Tim Beechie that in the Northwest there are three competing hypothesis for how these valley bottom deposits developed, but at the time of this study there was not an efficient or effective way to resolve those differences.
- If the channel is raised up by filling, it is likely to laterally migrate over and cut back down through floodplain areas. Generally, reviewers agreed this would not be a reliable or sustainable approach to achieving project goals.
- There was interest expressed by Dr. Kondolf to place LWS in an early phase to initiate lateral channel migration. It was expected that as the channel laterally migrated, it would build floodplain surfaces that would be connected to contemporary hydrology, but at a narrower flood prone width. It was discussed that the response to this would be flow event dependent. This raised the question of how quickly a response was desired, and in discussion, CTUIR expressed that they desired a faster response time.
- There was general agreement that setting the site up for long-term vegetation success and juvenile rearing are the primary drivers of design, and that existing cottonwood trees near the end of their lifespan that are outside target riparian tree spacing (>18 feet on center) could be removed to encourage the develop surfaces that would regenerate native species.
- There was general consensus that targeting floodplain reveal depths to expose the buried gravel layer would be beneficial. It was also suggested that variability in floodplain reveal depths, both slightly above and below the gravel layer, would provide initial habitat and plant community complexity.
- For revegetation of disturbed areas, it was agreed that an intensive multi-year approach would be needed to improve plant establishment and begin early successional processes. This could include approaches such as initial high-density willow and cottonwood plantings with subsequent interplanting for increasing species diversity. Funding and

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operational strategies and how they correlate with easement-related restrictions for this remain in conversation.

- Project phasing could include both spatially phased sperate work areas (e.g., Site A, B, C, etc.) and time phased activities in the same work area over multiple years (e.g., large wood, earthwork, plantings, more large wood, more plantings, etc.). The intention would be to reduce the need for multiple entries to a work area, but it is understood that the project scale, geomorphic response timeline, and vegetation succession, may warrant a multiple entry approach to reinforce the restoration trajectory.
- Flood events that mobilize substantial amounts of fine sediment pose an acknowledged risk to revegetation of the site and excavation-related work. This is primarily if fine sediment is deposited then buries or outpaces the growth of revegetation.

The performance criteria, risk of failure, and analyses to reduce associated uncertainties are described by category for the three categories of updated goals and objectives, and for the engineering and risk, and construction impact categories previously established for the project in the following subsections. The consequences associated with failure to perform in the criteria categories vary depending on the severity of failure and the specific criteria. A discussion of these consequences follows each category.

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Table 3: Floodplain Reveal Treatment Reach. Updated quantifiable project goals, performance criteria, linked restoration actions, and timelines. Placeholders will continue to be refined during subsequent project phases and via. project monitoring.

Primary Limiting Factors	Touchstones Addressed	Goals	Timeframe (years)	Existing Conditions	90% Design	Expected Trajectory (0 to 5 years)	Expected Trajectory (5 to 10 years)
Channel Migration Zone Characteristics	*Geomorphology*	Increase channel complexity (RCI)	5	2.23	*Not quantified*	+ | Expected increase with lateral migration	+ | Expected increase with lateral migration
	Geomorphology	Increase sinuosity	0	1.1	1.1	+ | Expected increase with lateral migration	+ | Expected increase with lateral migration
	Geomorphology	Increase connected wetlands and backwater areas at 2-year recurrence interval flow. Measured as area with Velocity Less and 0.5 feet per second at the Q2.	0	0.6 acres	2.8 acres	+ | Expected increase with lateral migration	+ | Expected increase with lateral migration
	Geomorphology	Decrease stream power and increase velocity diversity. Stream power calculated along longitudinal stream centerline (kg*m2/s3).	5	3.3	2.6	- | Likely to decrease with active stewardship	+ | Expected increase with lateral migration
	Geomorphology	Increase quantity and quality of habitat diversity, esp. large wood material and pools.	5	Essentially none	On par with reference restoration targets (C)	~ | Expected to remain similar	~ | Expected to remain similar
	Water Quality and Quantity	Increase Flow	5	20	24	- | Likely to decrease with climate change	- | Likely to decrease with climate change
	Aquatic Biota	Increase locations suitable for juvenile rearing at 2-year recurrence interval flow (1-4 ft depth, 0-1.75 fps)	5	1 acre (D)	15 to 16 acres (D)	+ | Expected increase with lateral migration	+ | Expected increase with lateral migration
Passage Entrainment	*Aquatic Biota*	Increase locations suitable for juvenile rearing at 750 cfs flow (1-4 ft depth, 0-1.75 fps)	5	1 acre (D)	15 to 18 acres (D)	+ | Expected increase with lateral migration	+ | Expected increase with lateral migration
Riparian/Floodplain	*Riparian Vegetation*	Decrease prevalence of false indigo	0	TBD	TBD	- | Likely to decrease with active stewardship	- | Likely to decrease with active stewardship
	Riparian Vegetation	Increase riparian cover (shade)	5-20 (20)	TBD	TBD	+ | Likely to increase with active stewardship	+ | Likely to increase with active stewardship
	Riparian Vegetation	Increase vegetation structure and diversity (heights, patch size and distribution)	10	TBD	TBD	+ | Likely to increase with active stewardship	+ | Likely to increase with active stewardship
	Riparian Vegetation	Increase area suitable for cottonwood seedling recruitment (Last week of May flow)	0	TBD	TBD	- | Likely to decrease with active stewardship	- | Likely to decrease with active stewardship
	Riparian Vegetation	Increase available potential recruitment band area - 0.6 to 2 m above base flow	0	7.0 acres	7.7 acres	+ | Expected increase with lateral migration	+ | Expected increase with lateral migration
	Connectivity	Inundation extent at 2-year	0	7.6 acres	26.6 acres	~ | Expected to remain similar	~ | Expected to remain similar
	Biogeomorphic connectivity	Significantly increase the evenness and richness (Simpson's Diversity Index) of canopy height classes within within the active (Q2) fluvial corridor 10 years after project completion.	10	TBD	TBD		
	Hydrogeomorphic Connectivity	Decrease the average depth to water table to <1.5 feet, the elevation assumed to support desirable riparian vegetation, over >50% of the percentage of the project area	5	6.1 acres	22.6 acres	+ | Expected increase with lateral migration	+ | Expected increase with lateral migration
	Connectivity	Increase floodplain connectivity (2,000 cfs (2 year event))	5	7.6 acres	26.6 acres	~ | Expected to remain similar	~ | Expected to remain similar

Notes

(A) Slideshow Chinook & Steelhead habitat requirements- Pess, Beechi and Hillman, "Seasonal Microhabitat Use by Juvenile Spring Chinook Salmon in the Yakima River Basin, Washington" Mark A. Ailen 2000

(B) Current channel width +/- ~ 30 feet

(C) Fox and Bolton 2007, Table 4, DF-PP Zone, 75th percentile is 1 piece per 10-feet of channel.

(D) Suitable habitat area ranges are for Juvenile Chinook and Steelhead

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Table 4: Large Wood Treatment Reach. Updated quantifiable project goals, performance criteria, linked restoration actions, and timelines. Placeholders will continue to be refined during subsequent project phases and via. project monitoring.

Primary Limiting Factors	Touchstones Addressed	Goals	Timeframe (years)	Existing Conditions	90% Design	Expected Trajectory (0 to 5 years)	Expected Trajectory (5 to 10 years)
Channel Migration Zone Characteristics	*Geomorphology*	Increase channel complexity (RCI)	5	2.23	*Not quantified*	+ | Expected increase with lateral migration	+ | Expected increase with lateral migration
	Geomorphology	Increase sinuosity	0	1.1	1.1	+ | Expected increase with lateral migration	+ | Expected increase with lateral migration
	Geomorphology	Increase connected wetlands and backwater areas at 2-year recurrence interval flow. Measured as area with Velocity Less and 0.5 feet per second at the Q2.	0	1.7 acres	2.6 acres	+ | Expected increase with lateral migration	+ | Expected increase with lateral migration
	Geomorphology	Decrease stream power and increase velocity diversity. Stream power calculated along longitudinal stream centerline (kg*m2/s3).	5	2.5	3.2	- | Likely to decrease with active stewardship	+ | Expected increase with lateral migration
	Geomorphology	Increase quantity and quality of habitat diversity, esp. large wood material and pools.	5	Essentially none	On par with reference restoration targets *(C)*	~ | Expected to remain similar	~ | Expected to remain similar
	Water Quality and Quantity	Increase Flow	5	20	24	- | Likely to decrease with climate change	- | Likely to decrease with climate change
	Aquatic Biota	Increase locations suitable for juvenile rearing at 2-year recurrence interval flow (1-4 ft depth, 0-1.75 fps)	5	6 to 7 acres *(D)*	7 to 9 acres *(D)*	+ | Expected increase with lateral migration	+ | Expected increase with lateral migration
Passage Entrainment	*Aquatic Biota*	Increase locations suitable for juvenile rearing at 750 cfs flow (1-4 ft depth, 0-1.75 fps)	5	7 to 9 acres *(D)*	10 to 12 acres *(D)*	+ | Expected increase with lateral migration	+ | Expected increase with lateral migration
Riparian/Floodplain	*Riparian Vegetation*	Decrease prevalence of false indigo	0	TBD	TBD	- | Likely to decrease with active stewardship	- | Likely to decrease with active stewardship
	Riparian Vegetation	Increase riparian cover (shade)	5-20 (20)	TBD	TBD	+ | Likely to increase with active stewardship	+ | Likely to increase with active stewardship
	Riparian Vegetation	Increase vegetation structure and diversity (heights, patch size and distribution)	10	TBD	TBD	+ | Likely to increase with active stewardship	+ | Likely to increase with active stewardship
	Riparian Vegetation	Increase area suitable for cottonwood seedling recruitment (Last week of May flow)	0	TBD	TBD	- | Likely to decrease with active stewardship	- | Likely to decrease with active stewardship
	Riparian Vegetation	Increase available potential recruitment band area - 0.6 to 2 m above base flow	0	7.0 acres	7.0 acres	+ | Expected increase with lateral migration	+ | Expected increase with lateral migration
	Connectivity	Inundation extent at 2-year	0	24.3 acres	26.3 acres	~ | Expected to remain similar	~ | Expected to remain similar
	Biogeomorphic connectivity	Significantly increase the evenness and richness (Simpson's Diversity Index) of canopy height classes within within the active (Q2) fluvial corridor 10 years after project completion.	10	TBD	TBD		
	Hydrogeomorphic Connectivity	Decrease the average depth to water table to <1.5 feet, the elevation assumed to support desirable riparian vegetation, over >50% of the percentage of the project area	5	6.1 acres	6.1 acres	+ | Expected increase with lateral migration	+ | Expected increase with lateral migration
	Connectivity	Increase floodplain connectivity (2,000 cfs (2 year event))	5	7.6 acres	9.6 acres	~ | Expected to remain similar	~ | Expected to remain similar

Notes

(A) Slideshow Chinook & Steelhead habitat requirements- Pess, Beechi and Hiliman, "Seasonal Microhabitat Use by Juvenile Spring Chinook Salmon in the Yakima River Basin, Washington" Mark A. Allen 2000

(B) Current channel width +/- ~ 30 feet

(C) Fox and Bolton 2007, Table 4, DF-PP Zone, 75th percentile is 1 piece per 10-feet of channel.

(D) Suitable habitat area ranges are for Juvenile Chinook and Steelhead

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1.6.1 Aquatic Habitat Availability

Design goals and performance criteria which pertain to aquatic habitat availability limiting factors at the project site include the following:

- Initiating floodplain connectivity at 400 cfs flow and above. 400 cfs is the March mode and is exceeded at least 14 continuous days in most years (Figure 30), a desirable target from a fish growth perspective (Jeffres et al. 2008)
- Increase locations suitable for juvenile salmonid rearing at 750 cfs flow, the median March discharge representative of a typical high flow event which occurs at least once annually (Table 6). Increase area by >=100-200% of existing.
- Increase locations suitable for juvenile salmonid rearing at the 2-year recurrence interval flow (Table 5). Increase area by >200% of existing.

Increasing suitable salmonid rearing habitat at a variety of selected design discharges (see section 3.3 for additional details) is an outcome which is linked to all proposed project elements. Both treatment approaches are anticipated to increase aquatic habitat availability on different timescales.

Floodplain reveals will deliver a large area of seasonally connected floodplain immediately flowing construction. The elevation of floodplain reveals is tied to design discharge values so that channel-floodplain connection initiates at the 14-day exceedance flow (400 cfs), and that the floodplain can offer suitable habitat area, velocity refugia, and hydraulic heterogeneity across the floodplain by the peak fish flow (750 cfs). This approach for selecting design discharge magnitudes and relating these discharges to floodplain functions is based on the work of Jeffres et al. (2008) which found that ephemerally connected and variable floodplain habitats provide the best growth conditions for juvenile salmonids. How this relates to proposed design features can be visualized on Habitat Suitability Maps presented in Appendix 7.8.

LWS immediately provide habitat complexity, cover, and hydraulic heterogeneity in the channel and on the floodplain, when the floodplain reveals are inundated. Additionally, in-channel LWS are anticipated to encourage fluvial processes in the channel including sediment sorting, mobile wood retention, and lateral channel migration, which are anticipated to create and maintain high quality in-channel aquatic habitat and contribute to the maintenance of channel-floodplain connectivity as the site evolved.

Revegetation efforts will create hydraulic roughness, and, as plantings mature, cover and shade on the floodplain reveals and to the channel, and a source of woody material for the channel to entrain and create wood accumulations.

Removal of anthropogenic features will increase the frequency of floodplain inundation and allow for channel migration and evolution, increasing the availability and quality of aquatic habitats.

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Risk of Failure to Perform

Failure to perform on the habitat availability criteria would result from a decrease in connected floodplain for a given discharge and/or an increase in the minimum discharge required to produce floodplain-channel connectivity. These outcomes could be produced by either mainstem channel incision or aggradation on the floodplain reveals, or a combination of these two mechanisms. Since proposed conditions will substantially increase channel hydraulic roughness and lower the threshold for overbank flow channel transport capacity is anticipated to decrease following the implementation of project elements, and channel incision is not viewed as a serious risk to project performance. Gradual aggradation of fine sediment on floodplain reveal surfaces via overbank deposition is anticipated due to high suspended sediment loads in the Touchet basin, but hydraulic heterogeneity produced by topographic and roughness variability on these surfaces is anticipated to produce zones of deposition and scour, thereby retaining improved levels of floodplain-channel connection and habitat complexity relative to pre-project conditions as the project evolves. Gradual fine sediment aggradation on the floodplain reveals may result in a minor to moderate decrease in available habitat area for lower design discharges, but the project is anticipated to function as designed and deliver habitat uplift. However, rapid, large-scale fine sediment aggradation within the first three to five years following project implementation (likely caused by large-scale flood event(s)) presents a risk to project function by potentially burying floodplain plantings (particularly if it outpaces plant growth) and roughness elements, and by creating a less frequently inundated floodplain surface.

1.6.2 Channel Characteristics

Design goals and performance criteria which pertain to channel characteristics limiting factors at the project site include the following:

- Increase channel complexity (increase River Complexity Index (RCI)[7] from 2.23 to >12 at 750 cfs)
- Increase channel sinuosity (increase sinuosity by >20%)
- Decrease stream power and increase velocity diversity (reduce excess transport capacity <0)
- Increase quality and quantity of habitat diversity, especially the presence of large wood debris and pools (target: 2 key pieces per channel width, place whole trees in channel)

Improving channel characteristics at the project site is primarily driven by in-channel wood structure installation, though other proposed design elements provide complimentary benefits which support the performance criteria in this category. In-channel LWS are designed to interact with near all flows, but the lowest flows when surface flow is not present in the vicinity of the LWS. The Apex LWS are placed out into the main channel with at least 1/3 of their length to be engaged with low flows. The position of each LWS will be field fit to optimize low flow engagement and

[7] The River Complexity Index (RCI) is a method used to measure the complexity of a river at bankfull flow. It involves taking the product of the reach's sinuosity and node density, which is a measure of channel connections in a reach. This method was proposed by Brown in 2002 and further detailed by Buelow et al. in 2017.

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function for conditions at the time of construction. These structures mimic the structure and function of cottonwood stands, provide cover, and by incorporating wood that is stable at these structures will facilitate geomorphic processes key to the formation and maintenance of in-channel aquatic habitat features and the development and maintenance of naturally formed connected floodplain surfaces. Apex-style in-channel LWS will drive lateral channel adjustment, which is anticipated to result in increased channel sinuosity. All wood structure types will add hydraulic roughness to the site, which will decrease stream velocities and increase inundation across the site. In the Floodplain Reveal Treatment Reach, wood structure operating in conjunction with decreased bank height due to floodplain reveal excavation will reduce stage-discharge relationships at the site. By decreasing flow velocity and accommodating high flows across the floodplain, sediment transport capacity is anticipated to decrease substantially at the site, and potentially lead to bed aggradation. In the Large Wood Treatment Reach the installation of LWS will drive increased hydraulic heterogeneity throughout the channel, which is anticipated to facilitate the physical channel processes (channel migration, sediment sorting, mobile wood retention) which will promote channel complexity over time.

Risk of Failure to Perform

Failure to perform on the channel characteristics criteria would result from project elements not producing the geomorphic response and habitat formation to the degree specified in the listed goals. The installation of LWS in the channel will immediately deliver wood loading targets, and it is anticipated that these targets will be met until flows exceed the design stability threshold for LWS or the wood degrades. Similarly, LWS will provide immediate complexity and hydraulic roughness to the channel and continue to deliver these benefits over the design lifespan of the wood structures. Channel complexity, sinuosity, and decreased channel complexity are anticipated to result as the site evolves following the implementation of large wood elements in the channel. Channel treatment elements are anticipated to enhance lateral channel processes, and floodplain benching may increase the likelihood of channel avulsion, but both outcomes are not anticipated to be detrimental to project performance, as long as major channel changes do not occur before vegetation has established on the floodplain reveal surfaces or other area adjacent to the LWS.

1.6.3 Floodplain and Riparian Conditions

Design goals and performance criteria which pertain to floodplain and riparian condition limiting factors at the project site include the following:

- Remove invasive false indigo at the project site
- Increase riparian cover and shade (by 50-75%)
- Increase vegetation structure and diversity (heights, patch size, and distribution)
- Increase area suitable for cottonwood seeding recruitment
- Increase inundation at biogeomorphically significant flows
- Significantly increase the evenness and richness (Simpson's diversity index) of canopy height classes within the active channel corridor

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- Decrease the average depth of the water table to <1.5 feet, the elevation assumed to support desirable riparian vegetation for a large position of the project area
- Increase connected wetland and backwater areas at 2-year recurrence interval flow (channel-floodplain connectivity for 25-50% of available valley bottom at 2-year flow)

Improving floodplain and riparian conditions at the project site is primarily linked to floodplain reveal excavation, and revegetation and vegetation management elements. Given the large scale of this project area, the history of agricultural management, and the prevalence of invasive species in the watershed, restoring desirable vegetation communities will be incredibly challenging. It is anticipated that the highest likelihood of success is in Floodplain Reveal Treatment reach, where the relative height above river (HAR) will be reduced, allowing for natural recruitment of cottonwood (expected between approximately 2 feet (0.6 meters) and 6.6 feet (2.0 meters) above the low water table (Mahoney & Rood 1998)) and shrub-type willows (expected to be at a similar elevation to current False Indigo communities (see Figure 25). Floodplain reveals will also facilitate increased floodplain inundation and wetland and backwater connections to the channel at target design discharges. Floodplain and off-channel LWS will pair with targeted willow and cottonwood plantings at the site to deliver hydraulic diversity across the excavated floodplain surfaces. Removal of anthropogenic barriers and bank stabilization measures will be part of the floodplain excavation efforts. False indigo removal will be implemented across the project site; however, it is acknowledged that a prior False indigo removal effort was completed and following a large-scale flood, false indigo immediately re-established. In the Large Wood Treatment Reach the addition of in-channel LWS in the channel is anticipated to decrease channel conveyance, which should decrease the magnitude and increase the frequency of floodplain inundation and channel-floodplain connectivity. Additionally, sediment sorting and channel dynamism associated with increased hydraulic heterogeneity may deliver the substrates and surfaces required for cottonwood seedling recruitment.

Risk of Failure to Perform

Failure to perform on the floodplain and riparian criteria would result from decreased floodplain connectivity and/or failures relating to revegetation efforts. The risk of failure of floodplain connectivity may occur if a large volume of fine sediment is rapidly deposited on the floodplain reveal surfaces (likely by one or multiple large floods) shortly after project implementation. If sediment aggradation outpaces vegetation growth, there is significant risk.

1.6.4 Engineering and Risk

- Do not increase flood inundation extents or depth surrounding public/private infrastructure or in areas other identified by landowners, unless compensating/mitigation measures are taken.
- Do not increase erosion potential near public or private infrastructure or in other areas identified by landowners, unless compensating/mitigation measures are taken.
- Provide stabilization of placed large woody material to withstand the 25-year peak flow, with a factor of safety commensurate with the risk to public safety and property damage.

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Risk of Failure to Perform

Failure to perform in the engineering and risk category may create a hazard to the public and increase the risk to private property and infrastructure. The consequences of failure to perform on the habitat geomorphology/hydrology project criteria need to be balanced against and viewed with regard to the consequences of failure related to public safety, health and welfare. These include hazards such as: floods, loss of property via. erosion, damage to property via. LWS destabilization, and other safety hazards that may develop as a result of project failure. This standard of engineering practice is established in the first canon of engineering ethics:

> *"Engineers shall hold paramount the safety, health and welfare of the public and shall strive to comply with the principles of sustainable development in the performance of their professional duties. … Engineers should be committed to improving the environment by adherence to the principles of sustainable development so as to enhance the quality of life of the general public." (ASCE 20017).*

Therefore, the projects design has been approached with the objective of improving habitat (i.e. the environment) and restoring natural processes while holding paramount the safety, health and welfare of the public. Given the projects setting, the risk to public and private infrastructure as well as the safety, health and welfare of the public are minimal. The road bridges upstream (Luckenbill Rd.) and downstream (Touchet North Rd.) of the project site are outside the extent of hydraulic influence from the project. The downstream bridge does not have any piers, and the next downstream bridge is over 1 mile downstream. The are no insurable structures within the extent of the project's hydraulic influence. Therefore, the consequences of LWS failing to perform are local to the project extent and were used to calibrate the level of design stability.

1.6.5 Construction Impacts

Construction impacts will be reduced to the extent practicable by following these guidelines:

- Minimize impacts to fish during the construction process by reducing the need for dewatering, river diversion, and worksite isolation during construction.
- Locate and configure construction access routes to use existing access where possible and to minimize impacts to existing mature riparian vegetation.
- Work with onsite resources or plan floodplain alignments to take advantage of existing natural features where feasible (e.g. trees, low swales in landscape)
- Phase work so that the interrelated benefits of invasive species removal, LWS construction, and revegetation can realize their benefits without excessive inputs of sediment to the system.

Risk of Failure to Perform

Failure to perform in the construction impacts category may result in excessive short-term degradation of the environment and potentially a direct loss of fish. Construction impacts are generally reduced through thoughtful design, clear and practical permit requirements, and best

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management practices. This project has been designed to incorporate each of these things. Additionally, the presence of the design engineer (or representative), the client's representative, and landowners during construction can help avoid unnecessary impacts by adjusting the design to preserve desirable features (e.g., trees and other native vegetation) without reducing the project's habitat benefit.

1.7 DESCRIPTION OF DISTURBANCE INCLUDING TIMING AND AREAL EXTENT AND POTENTIAL IMPACTS ASSOCIATED WITH IMPLEMENTATION OF EACH ELEMENT.

Areal extents of project elements are included on the Plans. Construction will take place during the permitted in-water work window, unless otherwise coordinated and approved in writing by appropriate regulatory agencies.

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2. Resource Inventory and Evaluation

2.1 DESCRIPTION OF PAST AND PRESENT IMPACTS ON CHANNEL, RIPARIAN AND FLOODPLAIN CONDITIONS.

The project area has been directly impacted by intensive riparian clearing, floodplain grading, channelization, bank armoring, and levee construction. In addition to substantial local impacts to the channel, floodplain, and riparian corridor, degraded watershed conditions have led to a variety of impacts which are experienced across much of the Touchet and Walla Walla basins. Degraded watershed conditions include the following items which impact habitat formation and maintenance at the project site:

- *Large scale soil erosion across the basin due to agriculture.* The Walla Walla and Touchet basins have a long record of elevated suspended sediment loads (USGS 1969) and documentation which highlights large-scale soil erosion throughout much of the watersheds and the region following the commencement of agriculture in the area (USDA 1979, USGS 1998). Observations made by Beechie, and others (2008) suggest that up to 1m of soil loss has occurred in the last 135 years at a site near to the project area. The Touchet basin is estimated to have an annual sediment yield of approximately 1,500,000 m^3 (USGS 1969). It is acknowledged that remedying soil loss and potential transport from soil erosion sites into the project reach is outside the scope of this effort.
- *Summertime water availability and temperature:* The Touchet River and the unconfined gravel aquifer which it flows through are heavily allocated for irrigation, which has led to reduced summertime streamflow (CCD 2020; Scherberg et al. 2018). For example, a discharge of less than 10 cfs was recorded at the nearby DEO gage over 800 days between 2003 and 2021, and a value of less than 2 cfs was recorded for over 150 days in that same period. Low baseflow discharge has combined with high summertime water temperatures to make conditions unsuitable or lethal for salmonids and other aquatic species for portions of the year in the lower portions of the basin. CTUIR is involved in a parallel effort within this project area to return some instream flow during baseflow periods via relinquishing senior irrigation rights.

2.1.1 Examples of Impacts to the Channel, Floodplain, and Riparian Corridor

Key impacts to the channel, floodplain, and riparian corridor at the project site can generally be grouped into three categories, which are described in the following bullets:

- *Channelization and bank stabilization*. Observations of aerial imagery and LiDAR suggest the current channel has been straightened in several locations throughout the project site, and the channel may have been forced to the valley margins in places (Figure 9). Several straightened channel segments bounded by pushup berms and/or bank armoring are present at the site, and a test pit excavated along these straightened reaches (Figure 28) revealed coarse non-alluvial material in the subsurface, which was likely placed during the channelization process (Figure 9). Riprap was found in multiple locations throughout the project site, both related to discrete infrastructure protection (pumps, road crossings, etc.) and in continuous placements along sections of the bank.

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Figure 9: Photo of straightened channel segment at the project site (left). Photo of test pit excavated along the right bank of the photo at left showing substantial coarse, angular non-alluvial material likely placed during the channelization process.

- *Floodplain grading*. At several locations in the project site, the floodplain was graded to remove floodplain channels and/or swales to expand the area of agricultural fields in the valley and/or to improve access to fields (Figure 10). The commencement of valley bottom agriculture predates the aerial photo record of the site (1952-present), but several instances of floodplain grading are recorded in the photo series, and substantial floodplain grading is likely to have occurred prior to 1952.

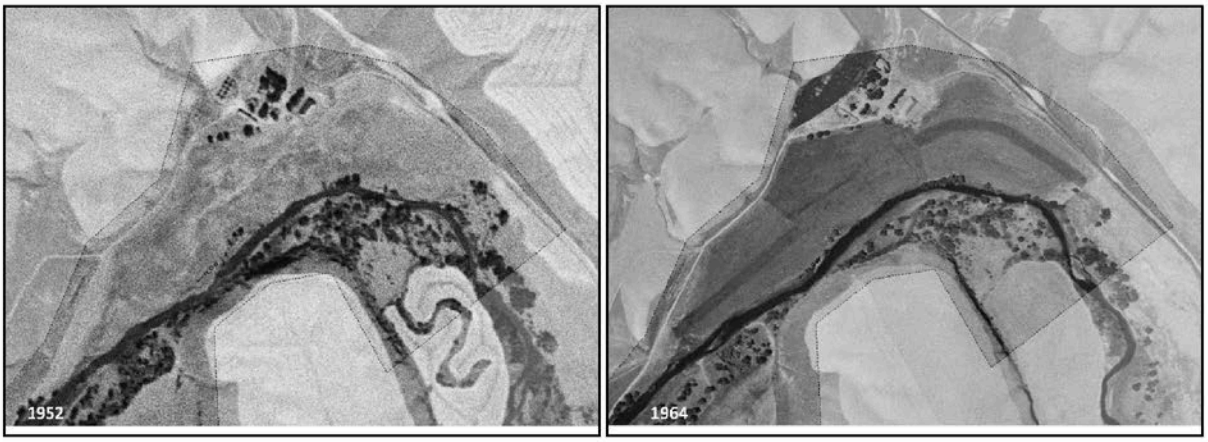

Figure 10: Aerial photos from 1952 (left) and 1964 (right) focusing on the uppermost portion of the project area where a well-defined floodplain channel visible in the 1952 image (valley left upstream end) was filled and incorporated into an agricultural field by 1964.

- *Riparian forest clearing*. Journal entries from Lewis and Clark suggest that the site supported "some" and "partial" presence of riparian forest prior to Euro-American settlement:
    - "There is some timber on this Creek. It consists of Cotton wood, birch, the Crimson haw, red willow, Sweet willow, Choke Cherry, yellow Current, goose berry, white berried honey suckle, rose bushes, Seven bark, Shoemate, and rushes in some parts of the bottoms" (*Second Lieutenant William Clark | April 30, 1806*).

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- "…narrow bottoms partly covered with Small timber." *Sargent John Ordway | April 30, 1806*

While riparian vegetation likely had been substantially diminished by 1952 (the beginning of the aerial photo record), the aerial photo record recorded clearing of much of the remaining riparian vegetation from 1952 to the 1990s (Figure 11). Conservation measures have returned some riparian vegetation along the channel since the 1990s, but the contemporary riparian corridor is narrow, and the corridor is composed of small shrubs which provide limited shade and are not large enough to persist in the channel, moderate lateral migrations processes, and drive complexity and habitat forming processes.

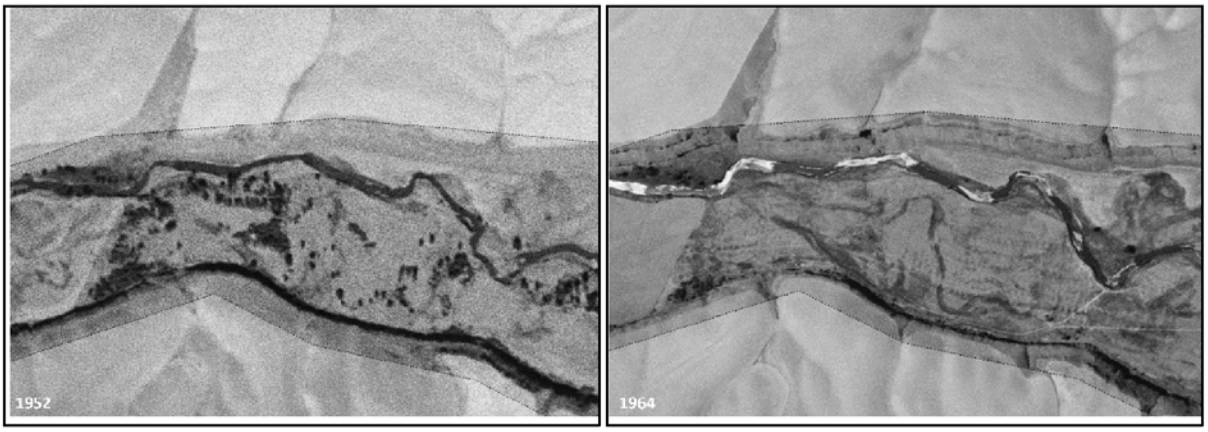

Figure 11: Aerial photos from 1952 (left) and 1964 (right) focusing on the lower portion of the project area where floodplain vegetation (likely cottonwoods) in the 1952 image were removed by the 1964 image.

2.1.2 Historical Valley Bottom Change at the Project Site

Building off the previous section, the earliest written descriptions of the valley bottom come from Lewis and Clark Journals. These 1806 notes provide some description of historical vegetation and channel form, including:

"…a bold[8] Creek 10 yards wide."

"…deep and has a bold Current."

"…the narrow bottoms of this Creek is fertile. tho' the plains are pore & Sandy."

"We encamped at the place we interspersed the Creek where we had the pleasure once more to find a sufficiency of wood for the purposed of making ourselves comfortable fires, which had not been the case since we left Rock fort Camp."

[8] Terms similar to "Bold Creek" in the Lewis and Cark expedition journals are used consistently to describe either 1) a water way with a single dominate channel having concentrated current and sufficient depth that you could navigate with a boat or canoe, or 2) a fast-moving stream with clear water that is prominent on the landscape.

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"There is some timber on this Creek. It consists of Cotton wood, birch, the Crimson haw, red willow, Sweet willow, Choke Cherry, yellow Current, goose berry, white berried honey suckle, rose bushes, Seven bark, Shoemate, and rushes in some parts of the bottoms."

Second Lieutenant William Clark | April 30, 1806

"We had the pleasure to once more find an abundance of good wood for the purposes of making ourselves comfortable fires…"

"…through an open level sandy plain to a bold Creek 10 yds. wide."

"…it appears to be navigable for canoes; it is deep and has a bold current."

"…the narrow bottom of this is very fertile, tho' the plains are poor and sandy."

"I observed the corngrass and rushes in some parts of the bottom."

Captain Meriwether Lewis | April 30, 1806

"…narrow bottoms partly covered with Small timber."

Sargent John Ordway | April 30, 1806

Building off these clues regarding vegetation composition and channel form, this section includes the full available aerial image record of the site from 1952 to the present (Figure 12, Figure 13, Figure 14, Figure 15) and a discussion of impacts to the valley bottom in the historical period.

A departure from the conditions Lewis & Clark describe is evident by 1952, when channelization, floodplain grading, vegetation clearing, and bank armoring appear to have been evident. This continued to accelerate in scope and scale through the 1970s. These actions are evident by meander scars and channels visible in the 1952 aerial disappearing by the 1964 aerial (Figure 12). These actions were likely both a desire to maximize land productive for agriculture and as a reaction to flooding in the 1960s and early 1970s and have straightened the channel and reduced its ability to migrate within the floodplain as compared with historical conditions.

The 1952 aerial image shows farm fields along both sides of the river, with Luckenbill Bridge already in place. The group of farm buildings and the associated farmhouse are already in place in the same location today. A sinuous planform of the river channel is visible at the upstream end of the approximate project area (Figure 12, 1952 aerial), and is soon not visible due to apparent agricultural-related floodplain grading (Figure 12, 1964 aerial). Some riparian clearing has occurred by this time (when compared with the Lewis & Clark notes), and no in-channel wood is visible. Further, multiple sinuous swales and off-channel features that are visible in the 1952 aerial and are lined with apparent cottonwood trees, appear cleared and graded by 1964 and 1976. The riparian area along both banks was largely cleared between 1964 and 1976. Large areas of scour or grading are located along the floodplain, and nearly all trees are cleared by the 1976 aerial along the

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floodplain and both banks. Beginning in the 1996 aerial, aerial images show a return of trees and shrubs in several areas along the channel. Today, the riparian community is spare and lacks large trees which provide shade and cover to the channel and off-channel habitats and could serve as geomorphically effective pieces of large wood in the channel.

While the project area has been altered by floodplain aggradation, channelization, bank armoring, and riparian/floodplain clearing it should be noted that natural flow regimes can also impact site conditions. Flood frequency analysis, and comparison with historical aerials, can provide an overview of when large-scale flood events have driven channel change and associated responses. While the nearby Touchet River gages have limited periods of record, the Walla Walla River has been used as a reference gage (Section 4.1.20) to gain a general sense for when large flow events likely occurred in the Touchet River. These recurrences are therefore very approximate and are only used here to scale interpretation of the below aerial photographs and may have led to apparent high flow channel scars and associated cottonwood germination events. Approximate 5-year events occurred in February 1952 and January 1953, 1969, and 1971; a 10-year event occurred in February 1996; a near 25-year event occurred in January 1959; a near 50-year event occurred December 1964; and a near 100-year event occurred in January 1949 (see Figure 29).

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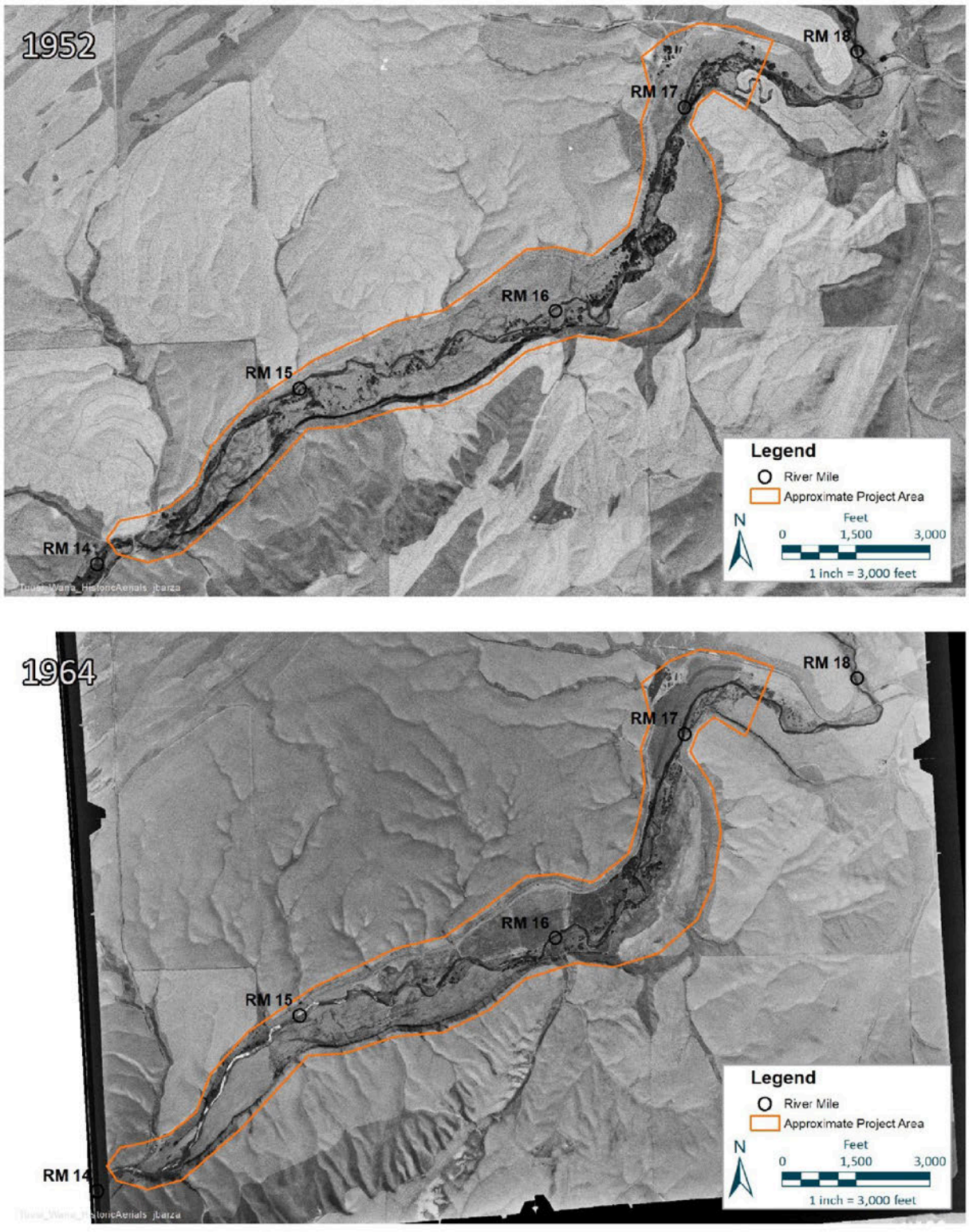

Figure 12: Aerial imagery from 1952 and 1964. Note, a nearly 100-year event occurred in 1949, approximate 5-year events occurred in 1952, 1953, a near 25-year event occurred in 1959, and a near 50-year event occurred in December 1964.

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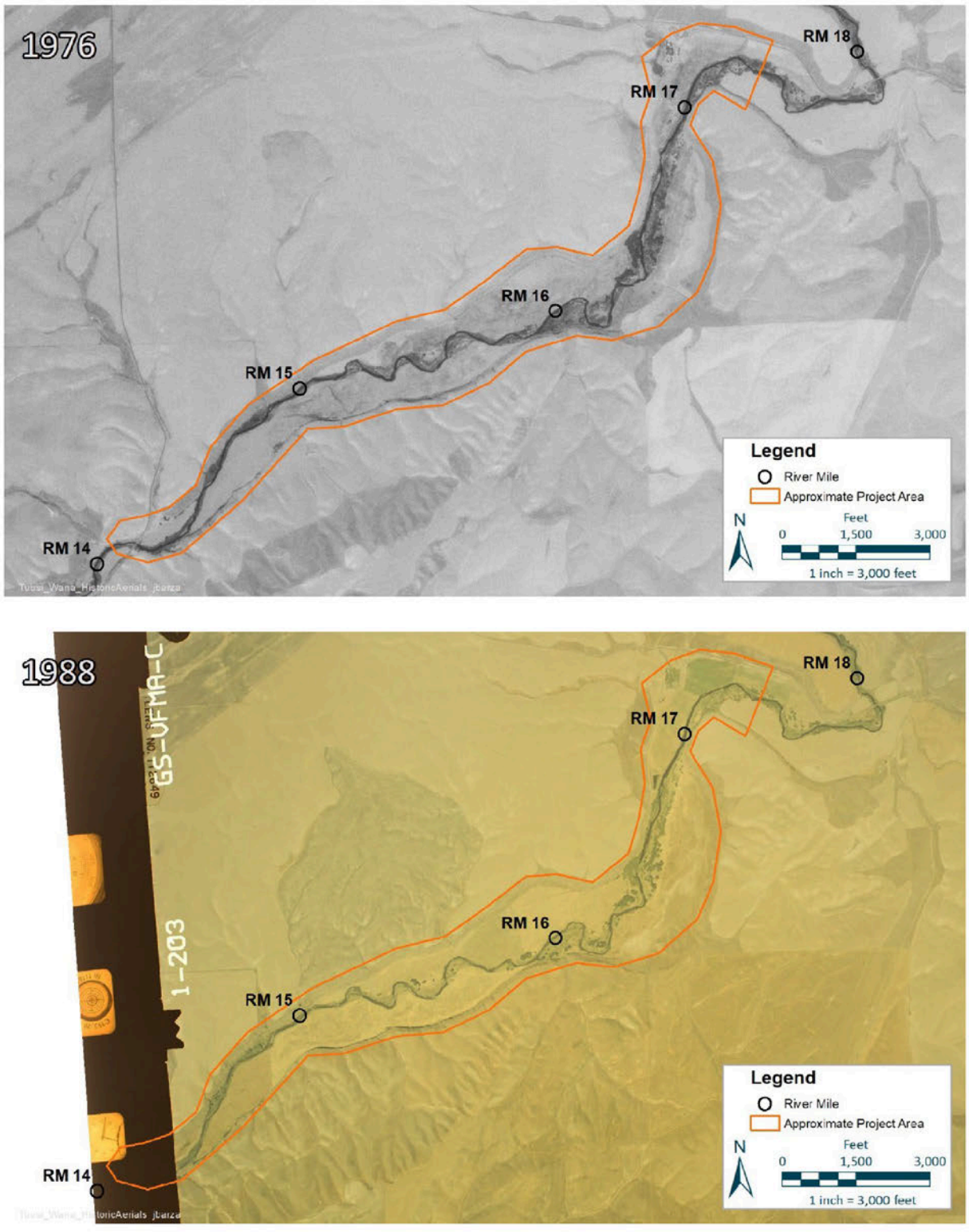

Figure 13: Aerial imagery from 1976 and 1988. Note, approximate 5-year events occurred in 1969 and 1971.

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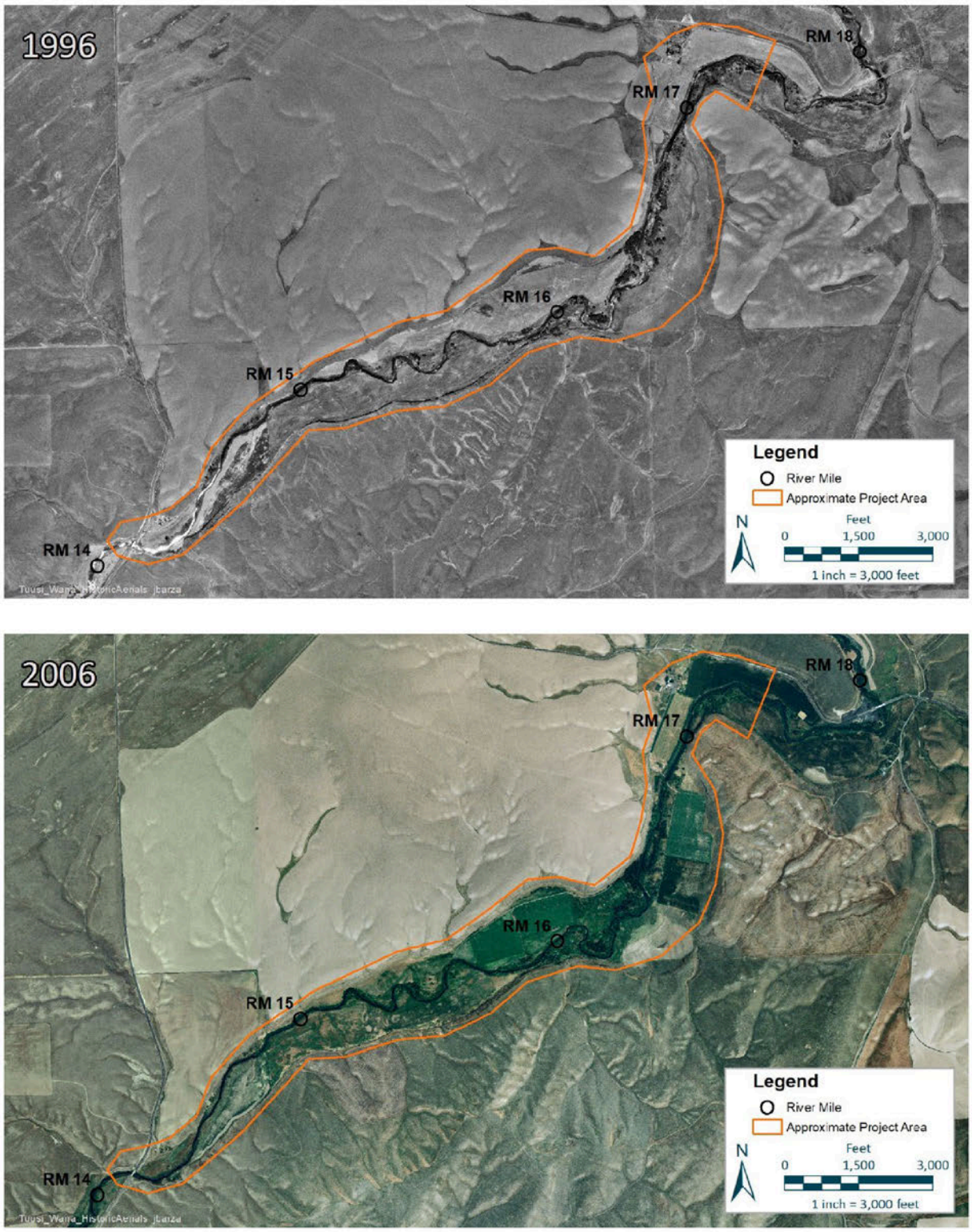

Figure 14: Aerial imagery from 1996 and 2006. Of note a 10-year event occurred in 1996.

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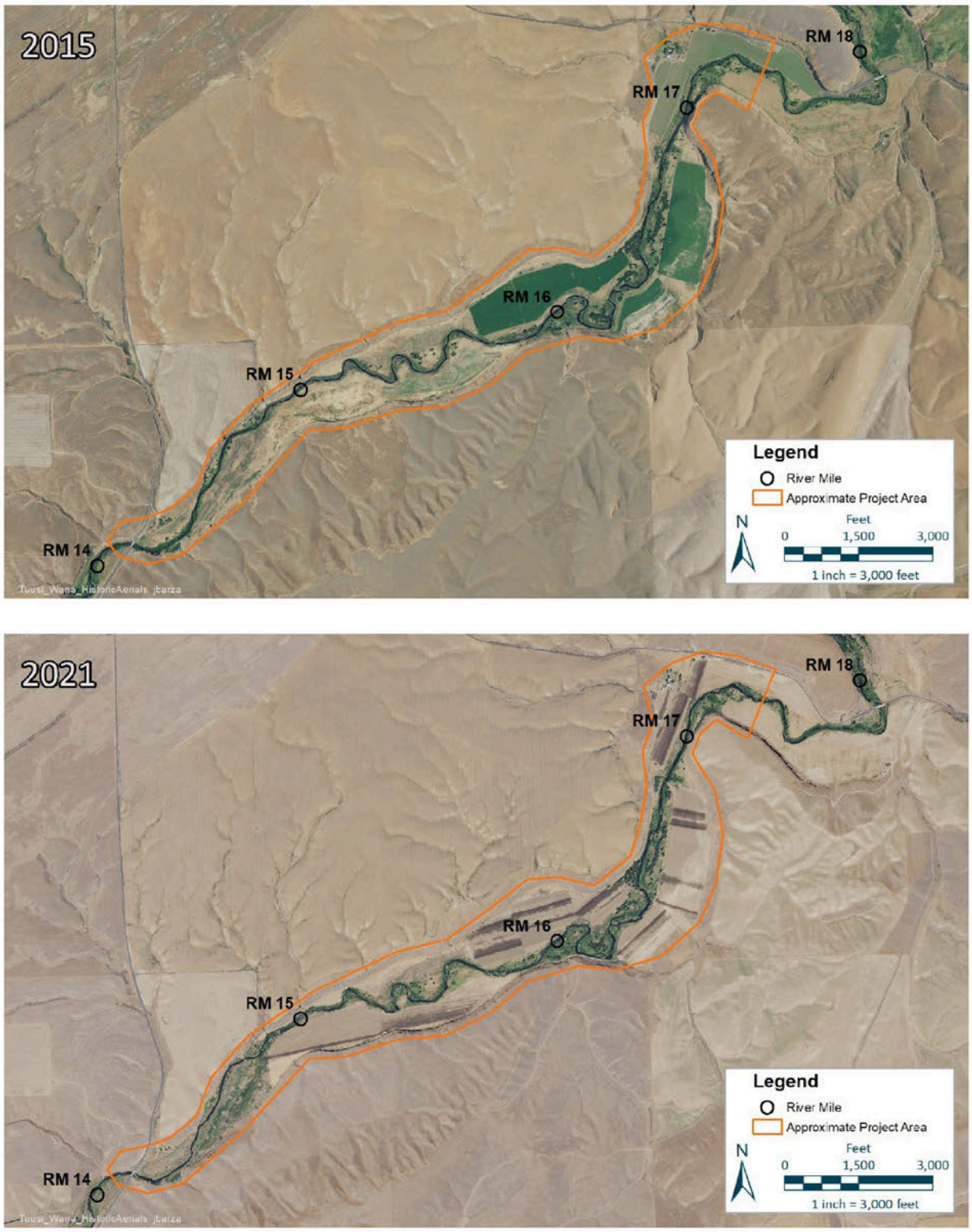

Figure 15: Aerial imagery from 2015 and 2021.

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2.2 DESCRIPTION OF EXISTING GEOMORPHIC CONDITIONS AND CONSTRAINTS ON PHYSICAL PROCESSES.

The following subsections provide background regarding the geology and geomorphology of the project site and discuss existing and impaired geomorphic processes to provide context for design decisions described elsewhere in this report.

2.2.1 Geology, Valley Morphology, and Late-Quaternary Landscape Evolution

The project area occupies the entire Touchet River valley bottom from roughly RM 14 – 17. At the site, the Touchet River has a channel slope of 0.2% and drains a watershed of 700 mi² which receives roughly 25 inches of annual precipitation, when averaged across the basin. The Touchet River valley bottom at the project site lies roughly 100-200 feet in elevation below the neighboring hills, and the valley bottom is bounded by steep, often near-vertical, valley sides composed of exposed outcrops of basalt bedrock or basalt mantled by shallow colluvium. The channel is laterally unconfined as the valley bottom width at the project area ranges from roughly 700-2000 feet. An overview of the morphology of the Touchet River valley at the project site is shown in Figure 16.

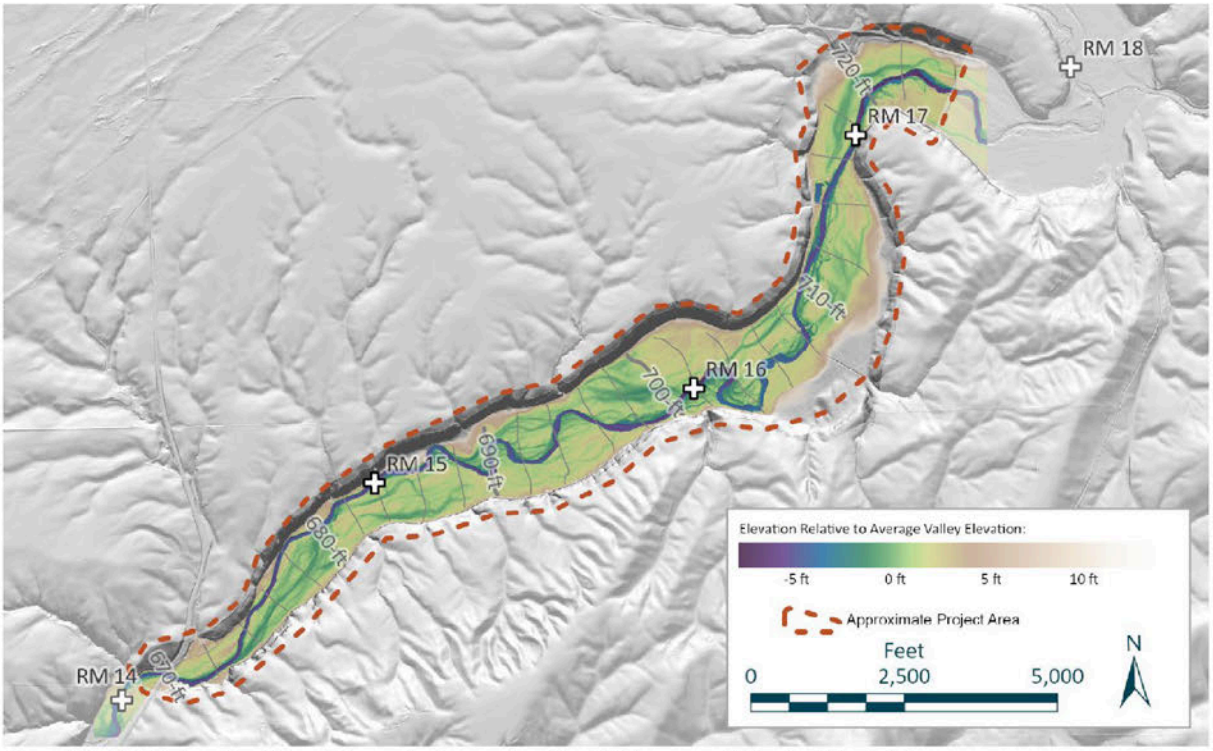

Figure 16: LiDAR elevation data of the project area, showing hillslopes, and historical floodplain areas.

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Geologic mapping of the project area (Washington Division of Geology and Earth Resources 2016) identifies the following units within the project area (Figure 17), listed in age from oldest to youngest:

- Miocene age basalt bedrock (Mv(wfs)) outcropping along the valley walls.
- Pleistocene age Touchet Beds (Qfs(t)) are present along the valley walls and margins.
- Quaternary age (likely Holocene) alluvium (Qa) extending across the valley bottom.
- Quaternary age (likely Holocene) alluvial fans (Qaf) located along the valley margins where ephemeral drainages join the valley.
- Additionally, while not mapped within the project area, Quaternary age dunes (Qd) and eolian loess (Ql) are mapped on the hillslopes surrounding the project area.

Geologic mapping of the site was performed at 1:100,000 scale, so the location of some geologic contacts may not match the exact location of outcrops at the site, and several small landforms/outcrops that were observed in the field are not noted by the Washington Division of Geology and Earth Resources (2016) mapping, but field observations from site visits for this project agree with the general geologic framework shown for the site. In general, the valley is bound by basalt bedrock hillslopes, which were covered by fine grained Pleistocene outburst flood backwater deposits (Touchet Beds) during the Missoula Floods, occurring from roughly 12 - 15 kiloannum (k.a.) ago (Spencer and Knapp 2009). Missoula Flood deposits in the project area vicinity are present due to backwatering of the flood waters upstream of Wallula Gap, and these deposits consist of graded silt and sand deposited in a series of rhythmic beds (Bjornstad 1980) associated with over 40 mega flood events (Waitt 1980; 1985). Sediment deposits associated with later phases of the Missoula Floods were placed contemporaneously with the Mt. St. Helens S tephra (roughly 13 k.a. ago) which provide age control and telltale marker for late-stage Missoula Flood sediments (Bjornstad 1980; Clague et al. 2003).

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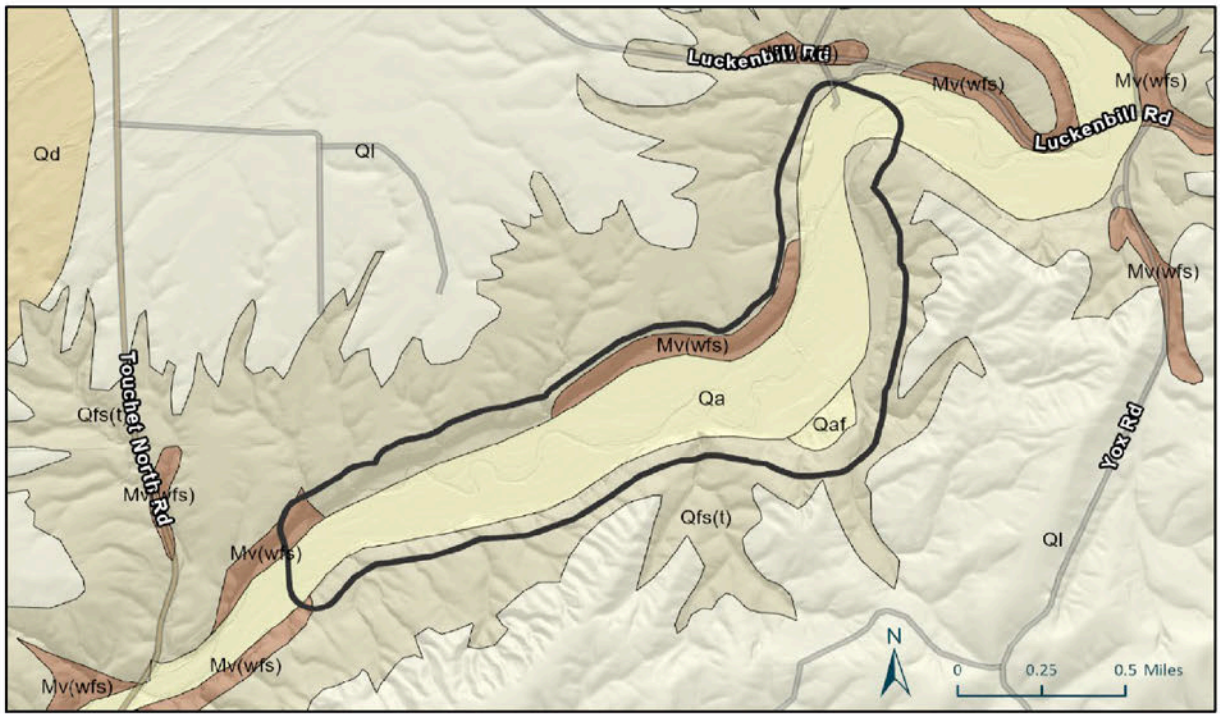

Figure 17: Geologic map of the project area. Geologic data are from Washington Division of Geology and Earth Resources (2016).

Following Missoula Flood deposition in the project area, fluvial and hillslope processes have eroded reworked Touchet Bed material stored in the Touchet Valley, preserving Touchet Bed material in places along the valley margins, like that documented by Spencer and Knapp (2009) a few miles upstream of the project area (Figure 18). Eolian deposition of loess and potentially sand sourced from a nearby dune field may overlie Touchet Bed and other late-Quaternary sediments in the project area that are stable over longer time periods, also like the findings of Spencer and Knapp (2009). Alluvial fans and valley bottom surfaces have developed at the site, and while these landforms likely incorporate sediments reworked from Touchet Bed deposits, these alluvial deposits reflect modern fluvial processes of erosion, transport, and deposition responsible for their formation.

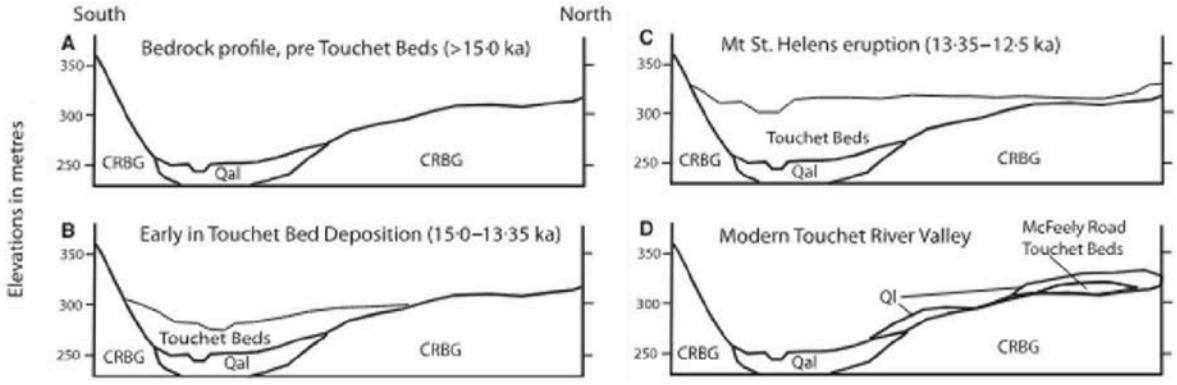

Figure 18: Generalized Late-Quaternary evolution of the Touchet River Valley (modified from Spencer and Knapp (2009)).

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Field and desktop observations suggest that Touchet Beds may be preserved in limited locations through the project area as valley-margin terraces where the channel has not migrated and removed the sediments, though these locations have not been thoroughly analyzed to confirm the presence of Touchet Bed deposits in the valley bottom of the project area. At least one of these older landforms which may be composed of Touchet Bed material is actively eroding, pointing to the limits on residence times by fine sediments in valley bottoms (Figure 19).

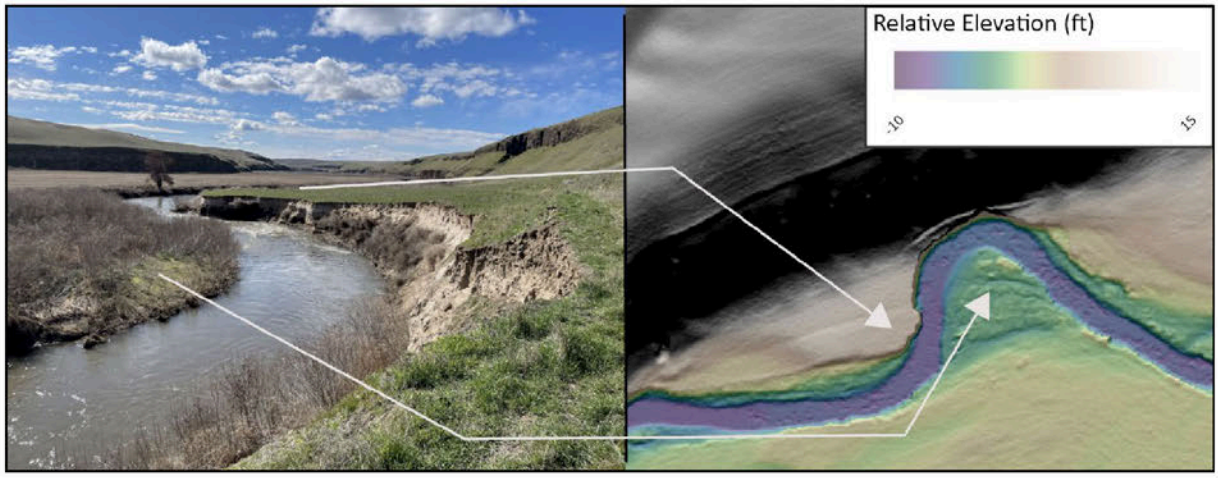

Figure 19: Photo of a high, valley-margin terrace which displays distinct bedding of fine sediments (left) and a relative elevation map of the same landform (right).
The stratigraphy and landscape position of this landform suggest that this may be a rare example of preserved Missoula Flood sediments (Touchet Beds) in the project area.

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Lack of discernable stratification along channel banks and within test pits (Figure 23) suggests the surface comprising the majority of the valley bottom was formed by large scale floodplain aggradation during one or multiple large floods. This is primarily evidenced by an unstratified layer of sandy silt eight to ten feet above gravel alluvium observed along channel banks and within test pits as well as an absence of discernable alluvial stratigraphy and/or substates associated with in-channel or channel margin deposition and a lack of buried soil horizons in the valley bottom stratigraphy. It is acknowledged that there is uncertainty regarding this hypothesis and that test pits were limited to the river right side of the project area due to channel crossing limitations. Of note, planned additional test pits for the Spring of 2024 requested by the SRFB were unable to occur due to equipment challenges. A ground penetrating radar (GPR) evaluation of valley bottom sediment and groundwater characteristics was attempted in summer 2024 to inform design efforts, but these investigations were not successful due to an equipment malfunction which limited the depth of radar imaging to roughly 1-2 feet. The data collected as a part of this investigation is not suitable to evaluate the sedimentological and stratigraphic properties of valley bottom sediments to the degree required to satisfy review comments and substantively change the design approach at this time. Further investigation by test pits and trenches was attempted, but access constraints and technical issues provided only limited data insufficient to fill the data gap.

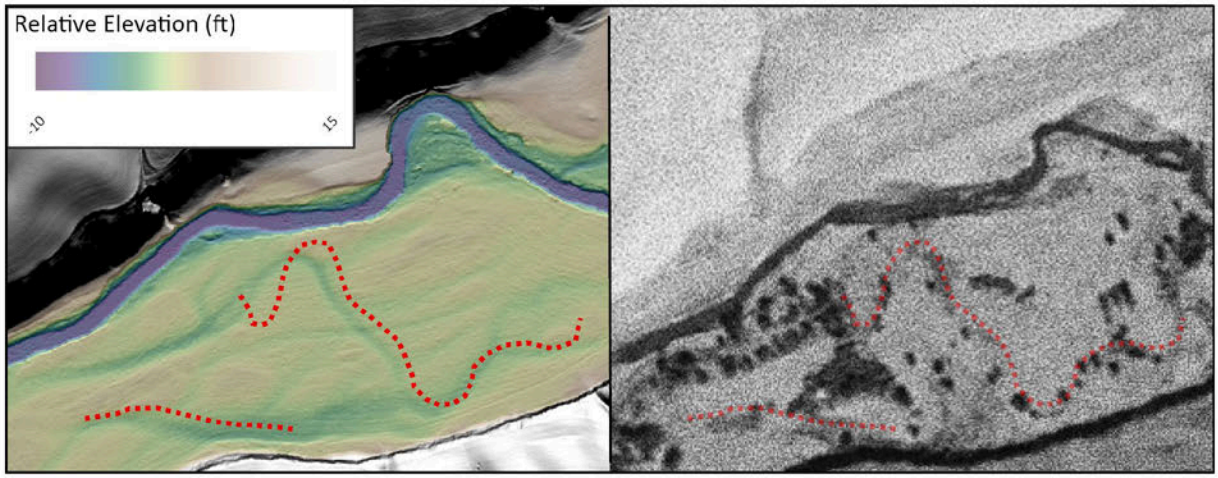

Figure 20: Relative elevation mapping (left) and 1952 aerial imagery (right) of the abandoned floodplain surface which comprises much of the project site.
Red lines highlight former channel scars or swales visible on both maps.

The most recently formed alluvial surface (Figure 21) at the project site is a connected floodplain inset to elevated valley bottom surface. This contemporary floodplain has formed in response to lateral channel changes and active fluvial reworking of sediments in the channel bed and banks. This surface is approximately 2-4 feet above the modern channel bed, displays substantial local topographic variability, shows evidence of fluvial reworking, and is mostly found in areas where the channel has occupied since approximately 1950 and since migrated away from that location (Figure 22). This surface is connected to the channel at semi-regularly occurring flows (~2-year return period), and woody riparian species densely cover this surface along the channel margins in most locations.

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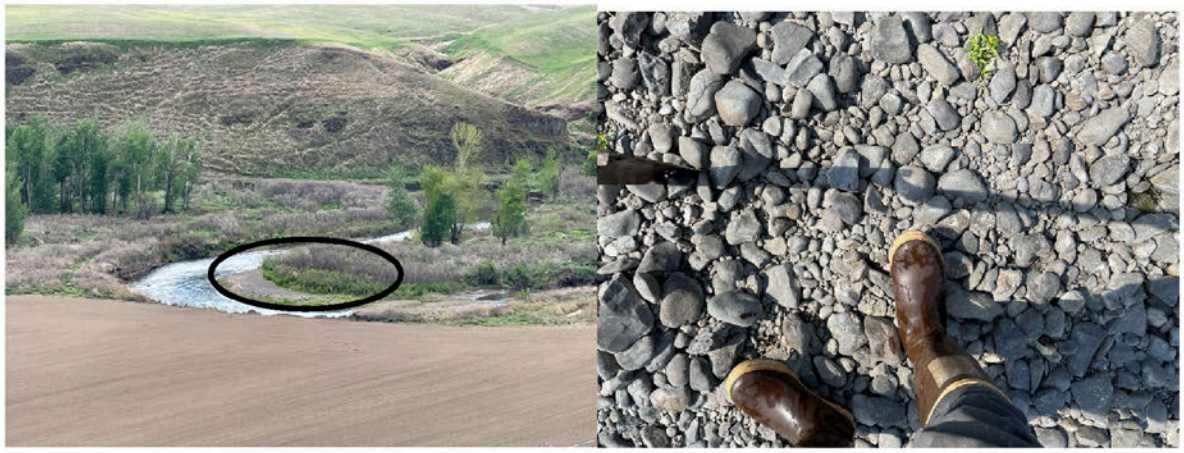

Figure 21 : Active contemporary (modern) alluvial surface (left) and material on active point bar (right).
This surface correlates with channel traces and signatures visible on LiDAR (Figure 21).

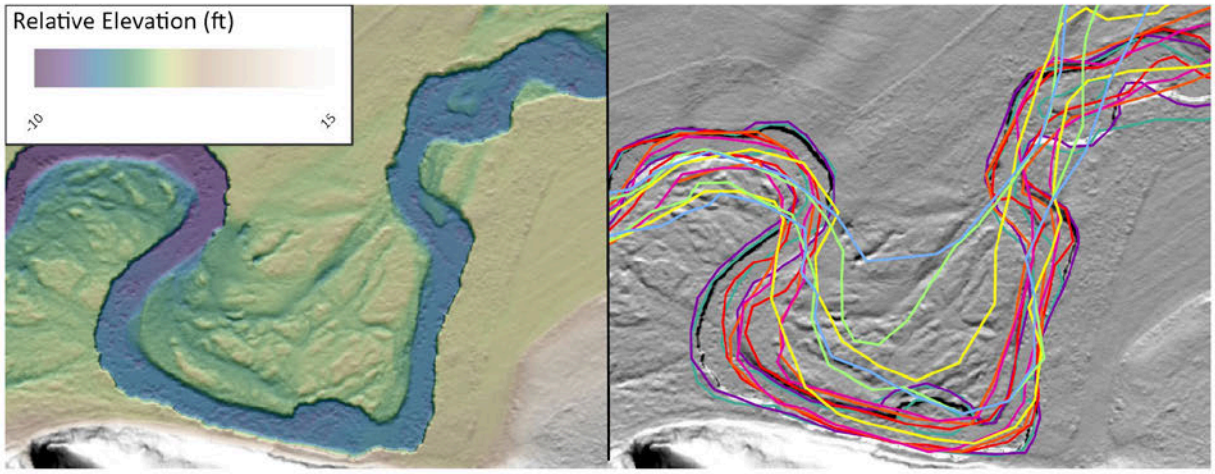

Figure 22: Relative elevation mapping (left) and a LiDAR hillshade overlain with channel traces (right) delineated from historical images (1952-2021) highlighting areas of modern, inset floodplain at the site.
The modern floodplain is located in areas where the channel has recently been located and reworked the valley bottom.

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2.2.2 Modern Geomorphic Conditions, Processes, and Constraints

Geomorphic conditions in the project area have been heavily impaired by fine sediment inputs, channelization, bank armoring (riprap), floodplain grading, and riparian clearing. The channel is isolated from the valley bottom throughout most of the site, with 8-10+ foot tall banks composed of silt-sized sediment overlying 1-2 feet of basal gravel commonly found along the channel, including in banks and on point and mid-channel bars being actively reworked by the channel. Test pit excavations on the floodplain show that the primary valley bottom surface displays similar stratigraphy to that of the banks (Figure 23) (8 to 10+ of silt with no discernable organic matter layers or alluvial sorting overlaying basal gravels 1-2 feet atop the water table). Recently formed gravel bars in the channel have similar elevations to the tops of basal gravels visible in the channel banks, and to basal gravel elevations observed in test pits. This finding, coupled with a lack of stratigraphic evidence in the test pits (such as alluvial deposits, remnant organic matter/material) or channel banks lack conclusive evidence that the channel occupied higher bed elevation throughout the project. These observations suggest aggradation of fine sediment on the floodplain, rather than channel incision, a primary driver of disconnection between the channel and the floodplain, however it is acknowledged that there has been no carbon dating of the floodplain surfaces as part of this or any parallel efforts. Through the external review of this project with Beechie and Kondolf (Inter-Fluve 2024), there was acknowledgement by reviewers that there have been competing hypotheses since in recent decades regarding the fine sediment stored in the valley bottom and there is no conclusive evidence (e.g., carbon dating sourced from floodplain stratigraphy) to corroborate the most likely root cause of the valley bottoms elevation above alluvial channel bed since European settlement began

Riparian clearing has reduced wood recruitment potential and floodplain roughness. While cottonwood stands were likely limited historically to the channel margins and active channel migration corridor (see Lewis & Clark notes), this historically would have driven lateral channel change (e.g., split flow conditions, moderated rates of lateral channel migration) and promoted the development of in-channel complexity. Anthropogenic alterations have resulted in a simplified and confined channel, and the channelization, straightening, and associated loss of length of the river has potentially led to minor channel incision at the site. The impaired wood and excess sediment regimes and anthropogenic confinement of the channel at the site has decreased the channel's ability to adjust laterally and create a modern, connected floodplain throughout much of the site, and only small areas of connected floodplain associated with recent meander migration are present.

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Figure 23: Annotated example of a test pit dug at Túuši Wána project area.
The water-table was measured at 12 feet below existing ground, with alluvium measuring 8 to 10 feet below existing ground surface. The elevation of the alluvium and water table closely matches the alluvium and water table elevations at the river.

2.3 DESCRIPTION OF EXISTING RIPARIAN CONDITION AND HISTORICAL RIPARIAN IMPACTS.

Lewis and Clark passed near the project site from April 30 to May 1, 1806. Their journals describe the following (University of Nebraska Press 2005):

> *"…small cotton trees, birch, elder rose, Crimson haw, red willow, Sweet willow, Choke Cherry, yellow current, goose berry, white berried honey suckle, rose bushes, Seven bark, Shoemate, and rushes."*

> *"…we had the pleasure once more to find an abundance of good wood for the purpose of making ourselves comfortable fires, which has not been the case since we left rock fort camp"*

Riparian clearing began early in Euro American settlement and has occurred throughout the project area, continuing until at least 1996. This has resulted in an immature riparian community which provides limited shade, limited structure to drive and moderate channel migration, and limited instream wood sources compared to historical conditions. Floodplain aggradation also disconnected

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substantial portions of the valley bottom from intermediate flood events (e.g., 2-year, 5-year). This, combined with agricultural clearing and grading and assertion by non-native riparian species (e.g., False Indigo), has resulted in a valley bottom largely devoid of floodplain vegetation assemblages that would be typical of the region's intermediate floodplain surfaces (e.g., cottonwood). Field observation and examination of the aerial photo record suggest surfaces were cleared of the remainder of vegetation by the 1970s and consequently contain primarily pasture grasses with few remnant cottonwoods visible from historical flood events. In recent decades, as the smaller inset point bars and floodplains have developed along the actively migrating channel corridor, riparian plant assemblages have occupied these surfaces. Many of these surfaces have been occupied by False Indigo (*Amorpha fruticosa*), which was planted by the Civilian Conservation Corps in an effort to halt stream erosion (J. Gailey, personal communication, May 5, 2022). False indigo now occupies the habitat niche that historically was likely occupied by shrub-type willows (Figure 24). Notably, a project in the early 2000s was completed to remove the False Indigo completely. However, a flood event following the False Indigo removal led to reoccupation of the project area by False Indigo.

Figure 24: Representative image of False indigo likely occupying the historical niche of shrub willow (e.g., Salix exigua)

Given the absence of shrub-type willows within the project area, False Indigo growth conditions were assessed as a proxy for shrub willow. This assessment was completed to inform the

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development of target grading surfaces ("Floodplain reveals") and riparian planting plans. The height above the river surface (HAR) of False Indigo was estimated using methods adapted from Bair et al. (2021) to approximate the height above the low water table (baseflow condition) that willows could establish within project area. Areas of False Indigo was first mapped by using a NAIP Aerial Imagery (2023) and later verified using 12 RTK GPS transects surveyed on May 14, 2024. From here, the lower and upper elevations of False Indigo growing adjacent to the river channel were derived from LiDAR (2018) and survey. This information was used to create a HAR surface, which approximates the elevation at which False Indigo is growing relative to the August low flow water surface elevation (derived from August low flow hydraulic model results and LiDAR (2018). HAR within zones vegetated by False Indigo is shown in Figure 25.

Establishing riparian vegetation at the project area is expected to be extremely challenging due to the project area's climate, the project area's scale, the historical management of the project site, the mobilization of fine sediment during flood events, and the presence of aggressive non-native vegetation within the watershed. Given these challenges, targeting a surface where passive revegetation of riparian species may occur was desirable. To identify this proposed surface height, the HAR of target species (willow, cottonwood) was used to inform target grading surface elevations for the 'Floodplain Reveals' project reach. For the Floodplain Reveal Treatment reach, creating a smaller relative elevation difference between the low water table and the floodplain surface that is less than or equal to the False Indigo HAR is expected to support both the active revegetation and future passive recruitment of riparian and emergent vegetation, which serve as important components of juvenile fish rearing habitat. It is expected that a target floodplain HAR in the Floodplain Reveal Treatment reach will allow riparian shrubs to establish on a timeline that meets the CTUIR's target timelines. This includes the objectives of increasing riparian cover (shade) in 5 to 20 years, increasing vegetation structure and diversity in 10 years, and increasing areas suitable for cottonwood seedling recruitment immediately following construction. The primary challenge and risk for this reach will be if vegetation growth can outpace aggradation, which will be dependent upon post-project flow conditions.

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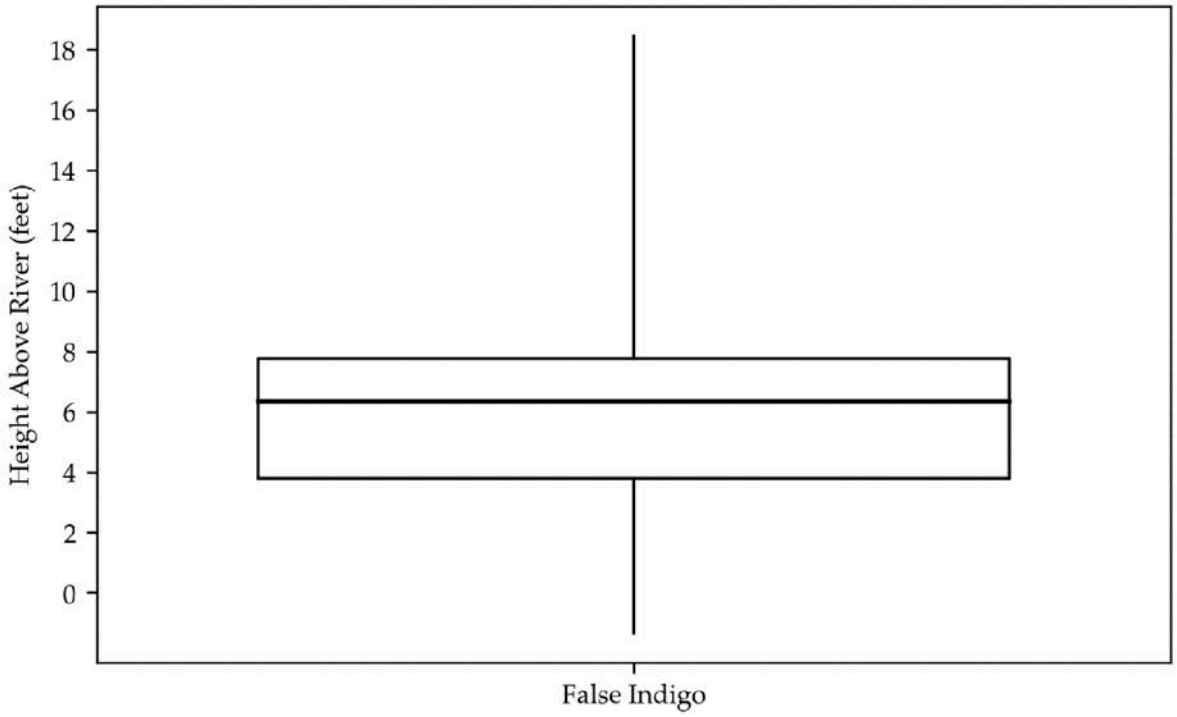

Figure 25. Box plot showing False Indigo Height Above River (HAR) estimated using NAIP aerial imagery.
The box represents the first and third quartiles, and the horizontal bar represents the median. The vertical lines extend to the minimum and maximum False Indigo HAR estimated within the project area.

2.4 DESCRIPTION OF LATERAL CONNECTIVITY TO FLOODPLAIN AND HISTORICAL FLOODPLAIN IMPACTS.

Lateral connectivity in the project area is heavily impaired by channelization, riprap, and riparian clearing. Riparian clearing, lack of hydraulic roughness due to reduced root mass and vegetation present along channel banks has accelerated lateral migration rates when compared with historical conditions in certain locations, and evidence of armoring and prior conservation measures (e.g., planting and fabric placement) in an effort to halt or slow erosion. As the lateral migration of the channel has been restricted in some areas, it has responded by rapidly eroding in other locations. Previous sections of this report contain a more comprehensive description of lateral channel processes, channel-floodplain connectivity, and modern floodplain formation within the project site. See Appendix 7.5 for hydraulic model inundation figures for pre-project (existing) conditions that show the lack of lateral connectivity.

2.5 TIDAL INFLUENCE IN PROJECT REACH AND INFLUENCE OF STRUCTURAL CONTROLS (DIKES OR GATES)

There is no tidal influence in the project area.

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3. Technical Data

3.1 INCORPORATION OF HIP SPECIFIC ACTIVITY CONSERVATION MEASURES FOR ALL INCLUDED PROJECT ELEMENTS.

HIP conservation measures have been incorporated into project elements included in the design (see accompanying Project Plans). As the project elements are refined, additional information will be provided as needed.

3.2 SUMMARY OF SITE INFORMATION AND MEASUREMENTS (SURVEY, BED MATERIAL, ETC.) USED TO SUPPORT ASSESSMENT AND DESIGN.

3.2.1 Topographic and Bathymetric Data

A LiDAR data set (Quantum Spatial 2018) was available to supplement onsite topographic data collection. Topographic and bathymetric survey data were collected within the project area by Inter-Fluve[9] in May 2022. Topographic survey data were collected using total station and RTK GPS. Bathymetric survey data was collected using an echo-sounder connected to RTK GPS. These data were collected to ground-truth existing LiDAR and provide bathymetry for hydraulic modeling and design. In general, good agreement was found between the LiDAR bare earth surface raster and ground survey data. An analysis of 352 upland ground survey points indicated that the survey elevations are an average of 0.24-feet lower than the LiDAR bare earth elevations (Figure 26). Survey elevations that are lower than LiDAR elevations are typical for areas with dense vegetation cover which reflect LiDAR returns prior to the waveform reaching the ground surface and areas with ongoing erosion where the ground surface has changed since LiDAR acquisition. To provide the best representation of expected pre-project conditions, the bathymetric and ground survey data were combined with the 2018 LiDAR data to construct a pre-project conditions surface for design and hydraulic modeling.

The May 2022 site survey served as the primary site survey for this project, but subsequent minor topographic survey data was collected to supplement other analysis. Additional site visits which involved survey data acquisition are as follows:

- Survey of test pit stratigraphy, and basal gravel and low-water water surface elevations; November 2022.
- Survey of riparian vegetation communities; May 2024.

[9] Consistent with the Washington Board of Registration for Professional Engineers and Land Surveyors Policy No. 42 on incidental survey work (WBRPELS 2007), site surveys were conducted under the direction of a licensed professional engineer at Inter-Fluve and are intended for use toward the development this project's engineered design.

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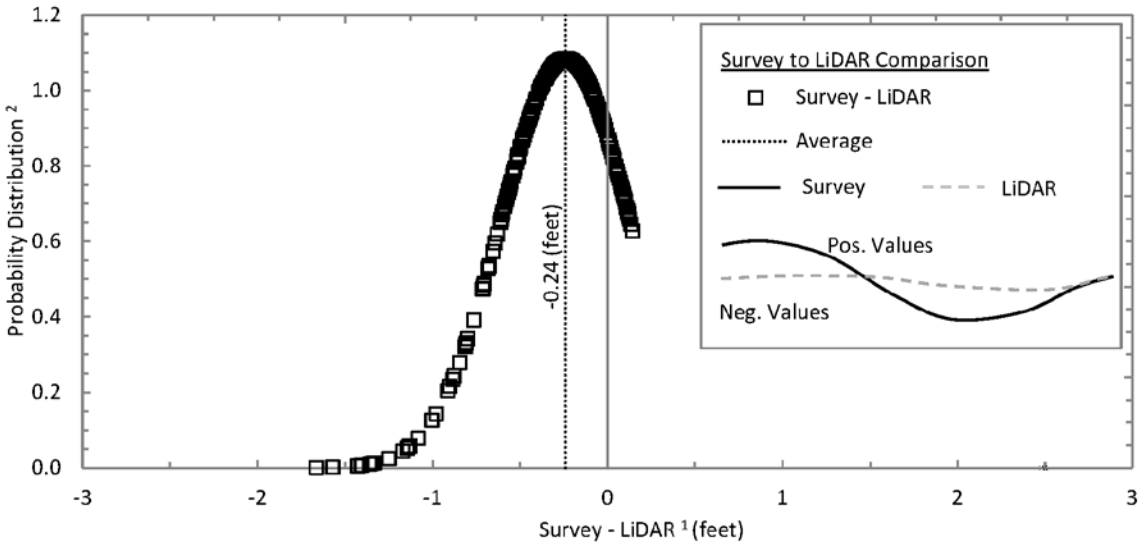

Figure 26: Survey comparison to LiDAR ground elevations.

Figure Notes:

[1] Difference in elevation is the May 2022 survey point elevation minus the 2018 LiDAR bare earth elevation for the raster cell containing the survey point.

[2] Probability distribution calculated using 352 upland ground survey points with a standard deviation of 0.37-feet.

3.2.2 Bed Material Data

The Touchet River is a gravel bed river system (e.g., Church 2010) in the vicinity of the project site. The channel readily transports gravel-sized sediment as bedload at regularly occurring flows (annual peak flows, or less, based on field observations), and the deposition of gravel-sized sediment creates bed and bar forms which drive the morphology of the river channel. Much of the gravel which is transported to the site likely is generated in the headwaters, but local, secondary sources of gravel include colluvial inputs and gravel eroded from channel banks. Figure 27 provides a representative example of bar substrate at the site.

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Figure 27: Representative photo of gravel bar substrate in the project area.

Figure 28 shows the locations where channel bed grain size data were collected and representative grain size distribution data from two sites within the bankfull channel, it also shows the test pit locations. Grain size data were collected by performing Wolman Pebble Counts (Wolman 1954) consisting of 100 or more clasts sampled using a step-toe random-walk approach across selected bars and islands which were exposed and/or shallowly inundated and safe to access at the time of the site visit. Alluvial bed material is relatively well sorted, and the average size of sediment forming bars and islands in the channel is roughly 0.1–0.25 ft in diameter. Bed material at riffles was roughly 0.25-0.5 ft in diameter, but no pebble counts were conducted at riffles as those sites were not accessible at the time of the field visit. Coarse cobble and boulder sized material was observed sporadically in the channel in areas which had been anthropogenically modified and where the channel flows against bedrock outcrops along the valley margins. These grain size data support previous qualitative observations regarding the sedimentary characteristics of coarse alluvium found at the site. Appendix 7.7 includes summary plots of all pebble count data collected at the site.

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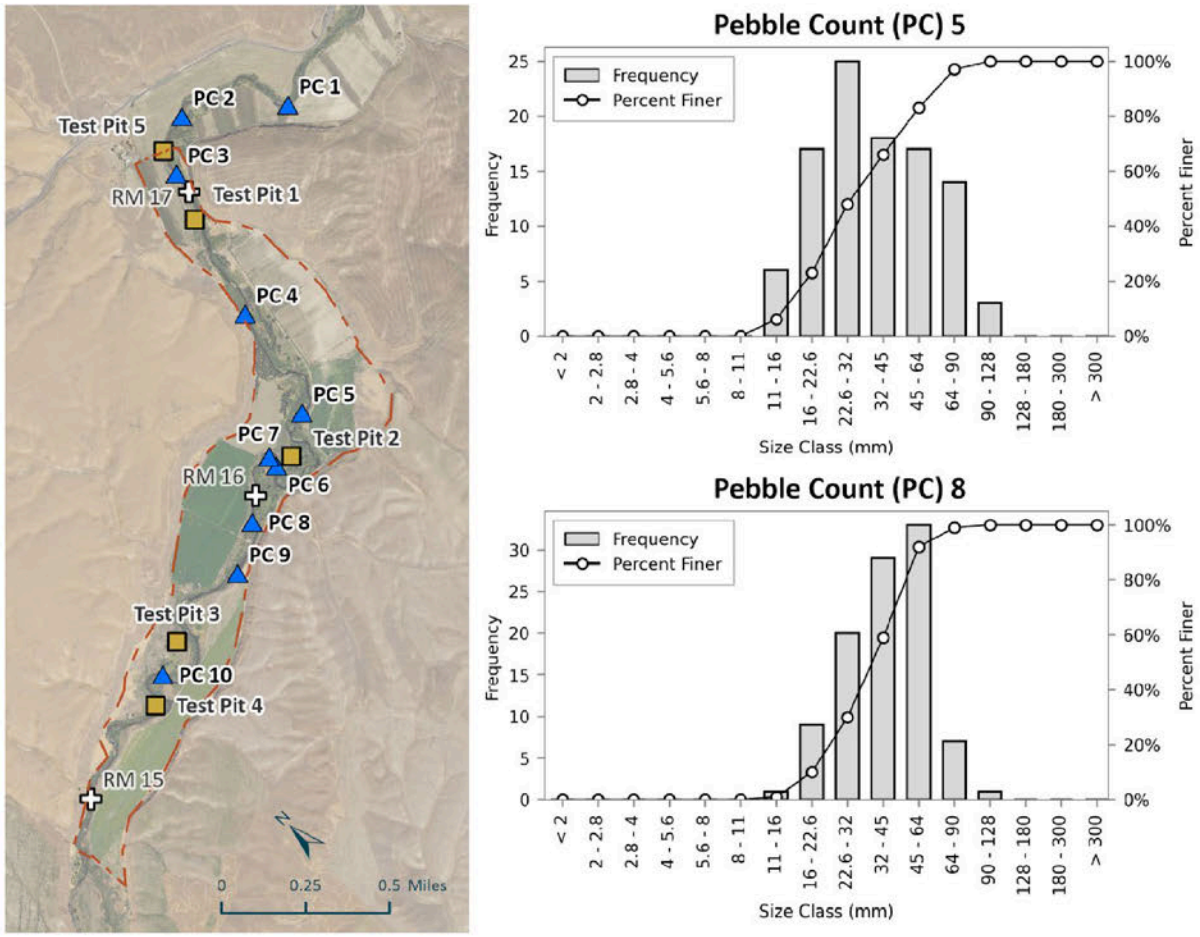

Figure 28: Map of pebble count and test pit locations. Data from two representative pebble counts is shown at right.

Fine, silt sized sediment is present along the channel margins and in slack water areas. Silt sized sediments compose the bulk of the valley bottom above the gravel lens throughout the project area. Along the channel margins and on the modern inset floodplain, silt sized material was observed at depths of three or more feet during the survey. Five test pits were excavated in November 2022 at the site to determine depth to coarse alluvium and the water table below the valley bottom surface. These test pits show a close correlation between the river's water surface elevation and the water table elevation in the valley bottom. These test pits also demonstrated a close correlation between the maximum elevation of coarse alluvium (gravel, cobble) in the channel banks and modern bar tops to the maximum elevation of coarse alluvium in the valley bottom subsurface. Test pits generally indicated an average of 8 to 10 feet of fine sediment atop alluvium (see Table 7 and Figure 23).

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3.2.3 Aerial Photography and Historical Survey Records

Historical aerial images of the site were obtained from USGS Earth Explorer and CTUIR. Imagery of the project area was compiled for 1952, 1964, 1976, 1996, 2006, 2015, and 2021 to evaluate historical land use changes at the site. An orthomosaic image created from UAV collected imagery was also created for the site in May 2022. Lewis and Clark notes from 1806 were also reviewed.

3.2.4 Fish Use Data

Juvenile and adult fish use data were provided by the Snake River Salmon Recovery Board, Washington Department of Fish and Wildlife, and Walla Walla Subbasin Salmonid Monitoring and Evaluation Reports (Mendel et al. 2014). This data was used to characterize existing and potential future use of the project area by salmon, steelhead, and other fish species.

3.3 SUMMARY OF HYDROLOGICAL ANALYSES CONDUCTED, INCLUDING DATA SOURCES AND PERIOD OF RECORD INCLUDING A LIST OF DESIGN DISCHARGE (Q) AND RETURN INTERVAL (RI) FOR EACH DESIGN ELEMENT.

3.3.1 Hydrology Data

Relevant streamflow gages are located on the Touchet River and on the Walla Walla River near the confluence with the Touchet River. These gages include:

- Touchet River at Luckenbill Rd.
  WADOE Gage 32B090, period of record May 2022 to present.
- Touchet River at Cummins Road (near Touchet, WA)
  WADOE Gage 32B075, period of record June 2002 to present.
  USGS Gage 14017500, period of record 1942 to 1964
- Walla Walla River near Touchet, WA
  USGS Gage 14018500, period of record 1949 to present.

Stream flow data from these gages were used for annual and monthly hydrologic analyses (Table 5 and Figure 29). To compensate for the more limited and periodic period of record on the Touchet River a discharge relationship analysis was completed relative to the much longer period of record on the Walla Walla River. This relationship was used to transfer peak flow statistics for the 2- through 25-year recurrence interval events from the Walla Walla gage to the Touchet River gage at Cummins Road. Data from the recently installed gage WADOE gage located immediately upstream of the project area was used to verify the efficacy of the previously performed gage transfer.

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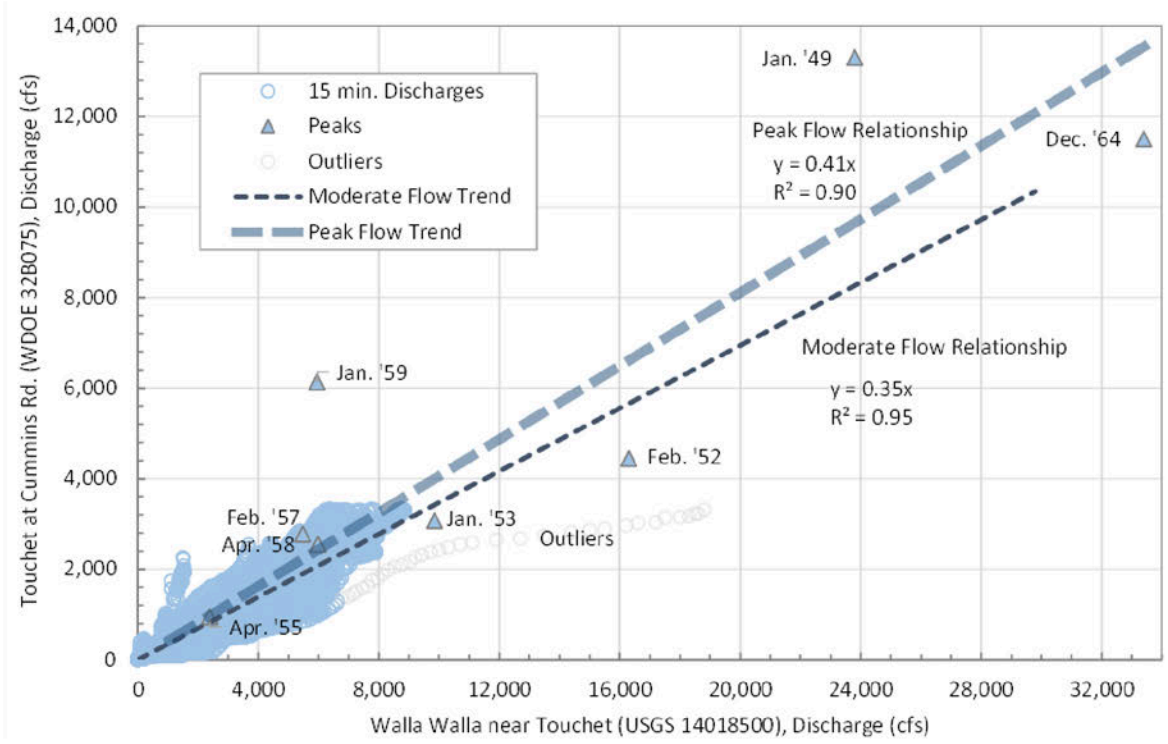

Figure 29: Flow relationship between the Walla Walla River near Touchet and the Touchet River at Cummins Road.

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3.3.2 Peak Flows

The project reach peak flow estimates are presented in Table 5.

Table 5: Project Reach Peak Flows.

Discharge Statistic	Discharge (cfs)	Source
2-year (equivalent to OHW)	2,048	Gage transfer values [A]
5-year	3,605	Gage transfer values [A]
10-year	4,900	Gage transfer values [A]
25-year	7,954	Gage transfer values [A]
50-year	13,930	Regional analysis [B]
100-year	16,850	Regional analysis [B]
200-year	19,960	Regional analysis [B]
500-year	24,580	Regional analysis [B]

Table Notes:
[A] Uses gage transfer techniques from the flood frequency analysis on the Walla Walla USGS Gage 14018500. Values not scaled to the project site from the Touchet River gage at Cummins Road as these peak flows are generated from hydrologic events (snow melt and rainfall) upstream of the project site and Cummins Road gage.
[B] Uses regional regression techniques per Mastin 2018. Values scaled to the project site from the Touchet River gage at Cummins Road to account for a decrease in contributing watershed area during these events likely driven by both local and upper watershed hydrologic events.

Design Peak Flows

The estimated peak discharge for the 25-year (Q25) recurrence interval will be used as the design discharge for LWS stability. The 2-year peak discharge (Q2) was found to agree with the observed ordinary high water (OHW) marks and was used to extend the OHW delineation throughout the project.

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3.3.3 Seasonal Flows

The project reach seasonal flow estimates are presented in Figure 30 and Table 6.

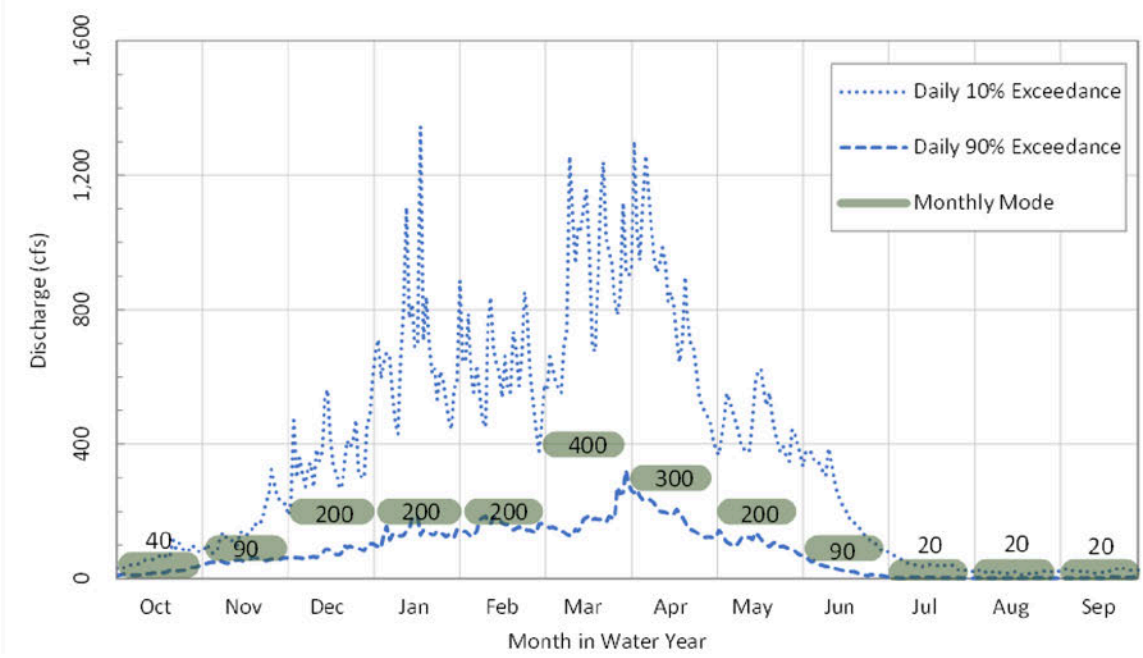

Figure 30: Annual Hydrology Statistics | Touchet River at RM 14 | Water Years 2003 to 2021.
Uses statistical analysis of gage data from WADOE Gage 32B075 (period of record Water Year 2003-2021) with discharge values adjusted from the gage near river mile 3 to the project site near river mile 14 using a direct basin area correction.

Table 6: Project Reach Seasonal Flows.

Discharge Statistic	Discharge (cfs)	Source
Minimum Recorded	0	Gage analysis [C]
August Average	9	Gage analysis [C]
December Average	197	Gage analysis [C]
November '22 Survey	270	Gage data [D]
Fish 14-Day Exceedance Flow	400	Gage analysis [C, E]
March Average	472	Gage analysis [C]
Fish Peak Flow	750	Selected value [F]
May '22 Survey Average	1,000	Gage data [D]

Table Notes:
[C] Uses statistical analysis of gage data from WADOE Gage 32B075 (period of record Water Year 2003-2021) with discharge values adjusted from the gage near River Mile 3 to the project site near River Mile 14 using a direct basin area correction.
[D] Gage data from WADOE Gage 32B090
[E] 400 cfs is the March mode and is exceeded at least 14 continuous days in most years
[F] Selected based on the median March flow representative of a high spring flow during the juvenile migration period likely to occur every year (~1-year return period).

Design Seasonal Flows

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Two regularly occurring discharge targets were selected to inform floodplain grading habitat enhancement efforts. The lower of the two design discharge values was selected by calculating the median discharge magnitude which was met or exceeded for 14 consecutive days during the months of March, April, and May, which is a key juvenile rearing and migration period for the species of interest for the project, and when the site traditionally receives its highest flows (e.g., Jeffres et al. 2009). The median 14-day exceedance flow for this period is 409.5 cfs for the project area, which was simplified to 400 cfs to align with the March mode discharge for the site. A secondary, high-flow design discharge of 750 cfs was selected. This discharge was selected as a representative flow that occurs annually in almost all water years during the March–May juvenile migration period of interest.

These design discharge values, along with the HAR (see Section 2.3), were used to guide the proposed elevations for floodplain excavation in the Floodplain Reveal Treatment Reach. This reach is focused on providing response times that are commensurate with CTUIR's desired response time framework (see project objectives). These surfaces are designed so that channel-floodplain connection initiates at the 14-day exceedance flow (400 cfs), and that the floodplain can offer suitable habitat area, velocity refugia, and hydraulic heterogeneity across the floodplain by the peak fish flow (750 cfs). This approach for selecting design discharge magnitudes and relating these discharges to floodplain functions is based on the work of Jeffres et al. (2008) which found that ephemerally connected and variable floodplain habitats provide optimal growth conditions for juvenile salmonids.

3.4 SUMMARY OF SEDIMENT SUPPLY AND TRANSPORT ANALYSES CONDUCTED, INCLUDING DATA SOURCES INCLUDING SEDIMENT SIZE GRADATION USED IN STREAMBED DESIGN.

Field observations and valley bottom test pits indicate that the site experiences substantial suspended sediment loads which deposit silt sized material at the site under a wide range of flow conditions. Suspended sediment is deposited along the channel margins and in other areas of low velocity, such as alcoves, inset floodplain locations, split flow locations, and agricultural road crossings, among many locations. In regularly inundated areas which have low velocity, such as the location pictured in Figure 31, over two feet of fine sediment was present during the site assessment. Additionally, the valley bottom surface at the site stores a very large volume of fine sediment (Table 7), which is believed to have been sourced primarily by alluvial deposition during floods on the Touchet River. Additional discussion regarding the genesis of valley bottom sediments at the site can be found in previous subsections, but these field observations are supported by a long record of elevated suspended sediment loads in the basin (USGS 1969) and documentation which highlights large-scale soil erosion throughout much of the watershed and the region following the commencement of agriculture in the area (USDA 1979, USGS 1998). Silt sized sediments may also have been delivered to the valley bottom of the project site as a part of agricultural grading efforts and via aeolian deposition of silts sourced from the surrounding hillslopes. Research regarding the fate of fine sediment in the nearby Umatilla basin suggests that large amounts of fine sediment

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sourced from soil erosion of agricultural fields is stored for intermediate timescales on floodplains, and the remobilization of this material from eroding banks can maintain high suspended sediment loads in streams even after upland soil erosion rates decrease (Nagel and Ritchie, 2004). At one valley bottom sediment deposit, Nagel and Ritchie (2004) found 150 cm (4.9 ft) of fine sediment overlying a log that was dated to be younger than 1945 using radiocarbon. Elsewhere in their study site, the authors found thick deposits of fine sediments overlying barbed wire, fence posts, and other evidence which points to extensive post-settlement valley bottom sedimentation. Fine sediment deposition is anticipated to continue in areas which are regularly inundated by low velocity flows, but this material is anticipated to be regularly reworked at higher flow conditions to form small-scale topographic features controlled by vegetation roughness patterns on the inset valley bottom surface.

Bed material of the Touchet River at the site is composed of gravel-cobble sized sediments, and field observations suggest that gravel and cobble sized material are mobilized by the channel under semi-regularly occurring flow conditions. Commonly mobilized coarse sediment in the channel is primarily 0.1–0.25 feet (~1 to 3 inches) in diameter, based on grain size analysis, and field observations suggest that this is the most common size of bedload delivered to the site. Previous subsections describe coarse sediment characteristics and grain size data in greater detail. Proposed floodplain grading will decrease stage-discharge relationships at the project site for flows which mobilized bed material, and it is anticipated that proposed project actions will enhance in-channel bedload deposition and cause the sediment dynamics of the site to more closely favor response rather than transport reach conditions. Sediment transport modeling has not been completed at the current design phase. Given the episodic nature of significant sediment aggradation, aggradation within the Floodplain Reveals reach that has the potential to outpace vegetation growth potential risk. This episodic nature is also a primary challenge in the varied response timescales of aggradation expected (60 to 150 years (Beechie et al. 2008)) where the Large Wood Treatment approach was selected to move forward.

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Figure 31: Fine sediment along the banks near RM 15.7. Deposit was from a single year of spring runoff flows.

Table 7: Test pit data demonstrating the range of depths from the floodplain ground surface to alluvium (gravel/cobble) and the modeled low water surface.

Floodplain Test Pit	Modeled Low Water Surface Elevation	Ground Surface Elevation	Depth From Ground to Low Water Surface	Alluvium Elevation (Gravel/Cobble)	Depth From Ground Surface to Alluvium
1	706.7	717.1	10.4	710.07	7.0
2	683.4	695.2	11.8	686.19	9.0
3	681.7	694.1	12.4	686.53	7.6
4	680.5	687.6	7.1	685.88	1.7*
5	708.22	720.5	12.3	712	8.5

Notes: The modeled low water surface at the time of the test pits was derived from comparison of calibrated surveyed water surface elevations at the time of the test pits (270 cfs) to modeled low flow (9 cfs). Test pit 4 was located in a low swale within the contemporary active floodplain, and this site is believed to have experienced sediment deposition (silt, sand, and gravel) during 2020 flooding.

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3.5 SUMMARY OF HYDRAULIC MODELING OR ANALYSES CONDUCTED AND OUTCOMES – IMPLICATIONS RELATIVE TO PROPOSED DESIGN.

For the proposed project, two-dimensional (2D) hydraulic models were developed for the pre-project conditions, and the proposed design conditions. The 2D hydraulic models for the site were developed in the U.S. Army Corps of Engineers HEC-RAS 6.5 software (USACE 2024) for modeling the hydraulics of water flow through natural rivers and other channels. The following sections describe HEC-RAS 6.5 and document the development and output processing of the existing and proposed conditions models.

3.5.1 Model Capabilities and Limitations

HEC-RAS 6.5 was used in its two-dimensional (2D) unsteady flow simulation mode with the capacity to model the complex flow patterns, on-site water storage, and temporally variable boundary conditions. The 2D hydraulic model calculates depth averaged water velocities (including magnitude and direction), water surface elevation, and mesh cell face conveyance throughout the simulation. Other hydraulic parameters, such as depth, shear stress, and stream power, can be calculated after the simulation. The model does not simulate vertical variations in velocities or complex three-dimensional (3D) flow eddies.

3.5.2 Model Extent

The project reach model extends from approximately river mile 14.3 upstream of the Touchet North Road bridge up to river mile 17.7 downstream of the Luckenbill Rd Bridge, and spans across the valley to elevations well above the 100-year flood elevation. Both the upstream and downstream boundaries of the model are located in a relatively confined section of the valley. The boundaries are also sufficiently far away from the bridges to avoid their effects.

3.5.3 Model Terrain

The base-line conditions model terrain was developed using both ground/bathymetric survey data collected by Inter-Fluve staff in 2022 along with aerial LiDAR acquired in 2018 (Quantum Spatial 2018). More information can be found in Section 3.2.1 of this report. The model terrain is projected on the Washington State Plane South Zone, North American Datum 1983 (NAD83), coordinate system with US feet distance units. The terrain elevations are in US feet relative to the North American Vertical Datum of 1988 (NAVD88). The proposed conditions terrain was developed in AutoCAD Civil 3D.

3.5.4 Model Geometry

The 2D model geometry used a flexible computational mesh adjusted according to terrain complexity and areas of interest. The nominal mesh spacing was 50 feet in the floodplain and 10 feet in the channel. Break lines were added to further refine the mesh along the tops of banks and channel alignments. Although the average computation mesh size was greater than the terrain resolution, the modeling capabilities of HEC-RAS 6.5 integrates the sub-grid terrain into the

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computations. This capability allows small features such as narrow channels and floodplain hummocks to be shown in the model output.

3.5.5 Model Roughness

Roughness coefficients (Manning's n values) are used by the 2D model to calculate flow energy losses, or frictional resistance, caused by channel bed materials and floodplain vegetation. Existing conditions roughness coefficients were applied across the model extent to represent the distinct types and densities of vegetation or surface conditions. In general, roughness regions were delineated based on field observations and aerial photos. Roughness values for each region were selected using published guidelines (Arcement & Schneider 1989) for channel types and vegetation conditions. Table 8 summarizes the roughness coefficients used in the models.

Table 8: Roughness coefficients used in the 2D model.

Region Description	Manning's n Value
Main active river channel; typical cobble/gravel bed	0.022
Riparian Vegetation	0.08 – 0.12
Grass on Valley Hills	0.05
Channel Islands/ Bars	0.06
Farm fields; seasonal crops or similar	0.04
Paved Roads	0.015
Residential Buildings	0.085
Exposed Dirt	0.04
Proposed Willow Scroll & Cottonwood Cluster Plantings	0.12
Proposed Large Wood Structures (LWS)	0.25
Proposed Grading Areas	0.06

3.5.6 Model Discharges

The modeled discharges of interest included all the flows listed in Table 5 and Table 6. These discharges were incorporated into a synthetic hydrograph with periods of steady flow (at the discharges of interest and other intermediate discharges) connected by smooth transition periods to create a stair-step like pattern. The periods of steady flow allow the model to come to a quasi-steady state condition improving the interpretation of hydraulics at specific discharges.

3.5.7 Model Boundary Conditions

HEC-RAS 6.5 2D models require boundary conditions at the upstream and downstream ends of the model to control the flow into and out of the model extent. The synthetic hydrograph described above was applied as the upstream boundary condition. The flow was initially distributed along the

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boundary assuming normal flow depth at a friction slope estimated from the average channel slope upstream of the model (0.004 feet per foot). The downstream boundary condition assumed normal flow depth at a friction slope estimated from the average channel slope downstream of the model (0.003 feet per foot).

3.5.8 Model Output

To examine the inundation patterns, velocities, and other hydraulic parameters within the model extent for existing and proposed conditions, the RAS Mapper utility of HEC-RAS 6.5 was used to generate results in the form of raster data sets at the discharges of interest. These raster data sets were then loaded into an ESRI ArcMap file to prepare various figures depicting inundation extent, velocity magnitude, and sediment mobility for existing and proposed conditions. These figures are included in Appendix 7.5.

3.5.9 Model Validation

The model was validated by comparing the model water surface elevations (WSE) at 1,000cfs to elevations that were surveyed during the May 2022 topo/bathy survey, which occurred when the Touchet river was 1,000 cfs on the DOE 32B090 gage. 3740 points were used for the comparison. The difference between the surveyed WSE and Modeled WSE are shown in Figure 32. The root mean square average of the difference in WSE was 0.27 ft, suggesting a good agreement between the model and surveyed conditions.

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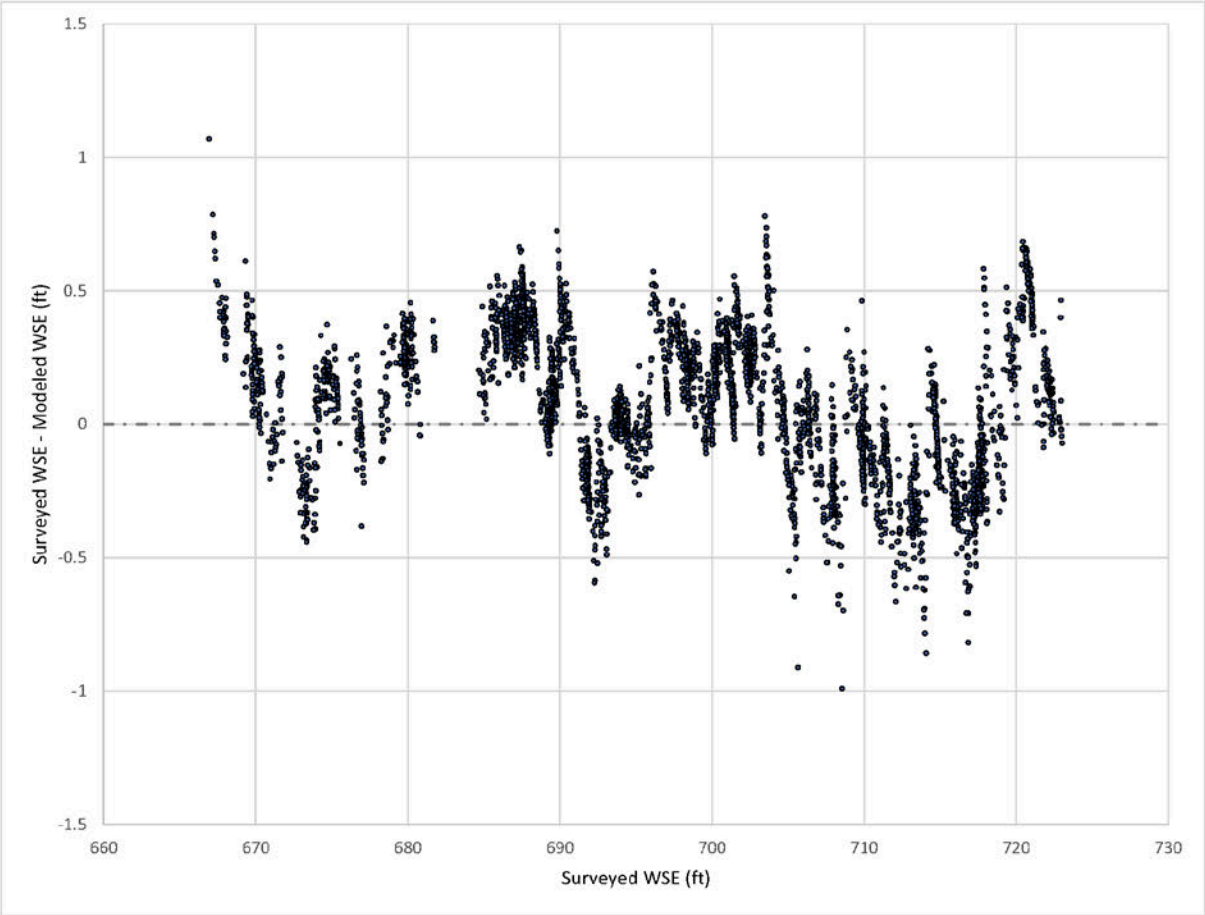

Figure 32: Touchet River Model Validation at 1,000 cfs.

3.6 STABILITY ANALYSES AND COMPUTATIONS FOR PROJECT ELEMENTS, AND COMPREHENSIVE PROJECT PLAN.

Stability analysis and computations for project elements will follow professional practice guidelines for large wood design (Knutson et. al. 2014 and USBR/ERDC 2016), stream habitat restoration (Cramer 2012), bank treatments (Cramer 2003), and institutional knowledge combined with professional judgment for the design of specific project elements.

The project setting includes downstream and upstream bridges, agricultural and residential structures, overhead powerlines & utility poles in the floodplain, tilled and untilled agricultural fields on the floodplain, and irrigation pump stations along the channel. Recreational use is low in the project reach. The LWS characteristics include locations within the active channel and on the outside of bends, they are designed to have low strainer potential, and egress is moderate. Sight distance to LWS will be moderate to high and the depth x velocity at recreational use flows will be moderate to low. Given this setting, the project LWS are being designed assuming a 'low' public safety risk and a 'moderate' property damage risk level (Knutson et. al. 2014). Using these risk levels results in recommended minimum factors of safety in the horizontal and vertical directions of 1.5

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and 1.75, respectively at the 25-year peak flow, to maintain a stable structure under design conditions (Knutson et. al. 2014). Proposed conditions 2D hydraulic model outputs for the 25-year peak flow event (Table 5) were used to determine conservative design velocities upstream of each structure type, and conservative assumptions relative to the sizes of individual log members were made in accordance with the Project Plans and Specifications. The computed factor of safety is shown to equal or exceed the recommended factors of safety for each structure type, indicating that the structures can be considered stable for the assumed risk profile. The key results of the stability analysis are summarized in Table 9, and may be further refined during subsequent design phases. Additional detailed LWS stability analysis documentation is provided in Appendix 7.9.

Table 9: Summary of Large Wood Structure stability evaluation.

Large Wood Structure Type	Recommended Factors of Safety [A]		Calculated Factors of Safety				Meets Guidance
	Horizontal (Sliding)	Vertical (Buoyancy)	Horizontal (Sliding [B])	Horizontal (Timber [C])	Vertical (Piles [D])	Vertical (Backfill [E])	
Apex	1.5	1.75	1.7	**1.6**	3.0	1.3	Yes
Bank - Buried	1.5	1.75	4.3	**1.8**	2.9	2.6	Yes
Floodplain	1.5	1.75	**1.6**	N/A	N/A	2.6	Yes
Off-Channel PALS	1.5	1.75	**1.7**	4.6	3.7	N/A	Yes

Table Notes: *[A] Knutson et. al., 2014 | | [B] Vertical log (timber pile) soil strength and bed friction factor of safety. | [C] Vertical log (timber pile) factor of safety against breaking off. | [D] Vertical log (timber pile) factor of safety against pulling up and out of the ground. | [E] Vertical factor of safety provided by backfill that may be present over the LWS.*

3.7 DESCRIPTION OF HOW PRECEDING TECHNICAL ANALYSIS HAS BEEN INCORPORATED INTO AND INTEGRATED WITH THE CONSTRUCTION – CONTRACT DOCUMENTATION.

The technical analyses described in this document have been incorporated into the design drawings, which will be included as part of the construction contract. The construction contract documentation will specifically define values for parameters critical to their performance based on the technical analysis described above. The parameter values (dimensions, weights, and other material properties) will be set to allow for a reasonable amount of variation to improve constructability without compromising project performance. Additionally, it is generally expected that the design engineer, or their representative, will be on site during critical phases of construction to assist in making field designs adjustments that are consistent with the project intent and technical analysis.

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3.8 FOR PROJECTS THAT ADDRESS PROFILE DISCONTINUITIES (GRADE STABILIZATION, SMALL DAM AND STRUCTURE REMOVALS): A LONGITUDINAL PROFILE OF THE STREAM CHANNEL THALWEG FOR 20 CHANNEL WIDTHS UPSTREAM AND DOWNSTREAM OF THE STRUCTURE SHALL BE USED TO DETERMINE THE POTENTIAL FOR CHANNEL DEGRADATION.

Not applicable.

3.9 FOR PROJECTS THAT ADDRESS PROFILE DISCONTINUITIES (GRADE STABILIZATION, SMALL DAM AND STRUCTURE REMOVALS): A MINIMUM OF THREE CROSS-SECTIONS – ONE DOWNSTREAM OF THE STRUCTURE, ONE THROUGH THE RESERVOIR AREA UPSTREAM OF THE STRUCTURE, AND ONE UPSTREAM OF THE RESERVOIR AREA OUTSIDE OF THE INFLUENCE OF THE STRUCTURE) TO CHARACTERIZE THE CHANNEL MORPHOLOGY AND QUANTIFY THE STORED SEDIMENT.

Not applicable.

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4. Construction – Contract Documentation

4.1 INCORPORATION OF HIP GENERAL AND CONSTRUCTION CONSERVATION MEASURES

All HIP general and construction conservation measures will be met unless otherwise indicated through a variance request at later design phases.

4.2 DESIGN – CONSTRUCTION PLAN SET INCLUDING BUT NOT LIMITED TO PLAN, PROFILE, SECTION AND DETAIL SHEETS THAT IDENTIFY ALL PROJECT ELEMENTS AND CONSTRUCTION ACTIVITIES OF SUFFICIENT DETAIL TO GOVERN COMPETENT EXECUTION OF PROJECT BIDDING AND IMPLEMENTATION.

See accompanying Project Plans.

4.3 LIST OF ALL PROPOSED PROJECT MATERIALS AND QUANTITIES.

See accompanying Project Plans and Opinion of Probable Construction Costs (OPCC).

4.4 DESCRIPTION OF BEST MANAGEMENT PRACTICES THAT WILL BE IMPLEMENTED AND IMPLEMENTATION RESOURCE PLANS INCLUDING:

4.4.1 Site Access, Staging, and Sequencing Plan.

The site access, staging, and sequencing plan will be in conformance with the HIP General Aquatic Conservation Measures (see Project Plans). Site access will be from Luckenbill Road. The primary staging areas will be on the Touchet River Ranch property in the locations shown on the Plans. The staging areas will be entirely above the ordinary high-water elevation. Straw wattles will be installed on the downslope sides of the staging areas in the event of wet weather during construction. Depending upon site conditions during construction, a stabilized rock construction entrance may also be installed at the access point off Luckenbill Road to minimize tracking of fine sediment off site.

4.4.2 Work Area Isolation and Dewatering Plan.

Work area isolation and dewatering will be in conformance with the HIP General Aquatic Conservation Measures (see Plan Sheet 3, 4, and 5 including *Work Area Isolation & Fish Salvage*). Work areas in the wetted channel during construction will be isolated from surface water flow and de-fished prior to excavation, pile driving, and large wood placement. Surface water isolation measures may include bulk bag, sheet pile, or concrete block coffer dams. Turbidity curtains and fish exclusion nets may be used on their own in slack water areas to isolate the work area where dewatering is not needed or in conjunction with coffer dams as needed to further limit turbidity releases and exclude fish from the work area. Work requiring dewatering will be kept pumped down to below the working level. Water from dewatering pumping is expected to be turbid and will be discharged to an upland location for infiltration. The Plans show recommended work area isolation measures; however, a final plan will be developed by the contractor for review and

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acceptance by the construction contracting agency. The construction contractor will be responsible for adherence to and implementation of the accepted plan.

4.4.3 Erosion and Pollution Control Plan.

The project erosion and pollution control plan will be in conformance with the HIP General Conservation Measures (see Plan Sheet 3 including *Item 9 and Item 10*) as well as applicable State and local regulations. The Plans show recommended erosion and pollution control measures; however, the final plan will be developed by the contractor for review and acceptance by the construction contracting agency. The construction contractor will be responsible for adherence to and implementation of the accepted plan.

4.4.4 Site Reclamation and Restoration Plan.

Site reclamation and restoration will be in conformance with the HIP General Conservation Measures (see Plan Sheet 3 including *Item 5*). All temporary construction access roads and staging areas will be returned to pre-project conditions or better. Where revegetation is required to restore pre-project conditions areas will be mulched and seeded with a native species mix. Given the scale of the project area, and associated costs of large-scale revegetation, it is expected that long-term revegetation (multiple phases) and active stewardship of the project area will be needed.

4.4.5 List proposed equipment and fuels management plan.

The construction contractor will be required to provide a list of proposed equipment and a fuel management plan for review and acceptance by the construction contracting agency. The equipment brought onto the site and fuel management plan prepared by the contractor will be in conformance with the HIP General Conservation Measures (see Plan Sheet 3 including *Item 8* and Plan Sheet 4 *Item 11)*. The contractor will also be responsible for development and implementation of a spill prevention, control, and counter measures plan that conforms to the HIP General Aquatic Conservation Measures (see Plan Sheet 3 including *Item 11*) as well as applicable State and local regulations. The plan will be reviewed and accepted by the construction contracting agency prior to mobilization. The construction contractor will be responsible for adherence to and implementation of the accepted plan. In general, it's expected that construction equipment could include; tracked excavators, wheeled loaders, tracked log loaders, off-highway haul trucks, on-road dump trucks, chain saws, gas, electric, or air powered drills, gas powered abrasive cut-off saws, excavator mounted hydraulically driven side grip vibratory pile driver, work trucks, and other small power/hand tools. Equipment will be stored in the primary upland staging, outside the ordinary high-water line, while not in use.

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4.5 CALENDAR SCHEDULE FOR CONSTRUCTION/IMPLEMENTATION PROCEDURES.

To be completed following the advertisement for bids.

4.6 SITE OR PROJECT SPECIFIC MONITORING TO SUPPORT POLLUTION PREVENTION AND/OR ABATEMENT.

The Contracting Officer, or their representative, will be on site frequently to monitor the construction Contractor's compliance with the approved pollution prevention plan and document any work done to abate site erosion, turbid water, or chemical spills.

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5 Monitoring and Adaptive Management Plan.

Section 5 and all subsequent sections to be completed by the Tribes in a separate document(s).

5.1 INTRODUCTION

5.2 EXISTING MONITORING PROTOCOLS

5.3 PROJECT EFFECTIVENESS MONITORING PLAN

5.3.1 Objective 1

5.3.2 Objective 2

5.4 PROJECT REVIEW TEAM TRIGGERS

5.5 MONITORING FREQUENCY, TIMING, AND DURATION

5.5.1 Baseline Survey

5.5.2 As-Built Survey

5.5.3 Monitoring Site Layout

5.5.4 Post-Bankfull Event Survey

5.5.5 Future Survey (Related to Flow Event)

5.6 MONITORING TECHNIQUE PROTOCOLS

5.6.1 Photo Documentation and Visual Inspection

5.6.2 Longitudinal Profile

5.6.3 Habitat Survey

5.6.4 Survival Plots

5.6.5 Channel and Floodplain Cross-Sections

5.6.6 Fish Passage

5.7 DATA STORAGE AND ANALYSIS

To be completed by the Tribes in a separate document(s).

5.8 MONITORING QUALITY ASSURANCE PLAN

To be completed by the Tribes in a separate document(s).

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6 References

Arcement G and V Schneider. 1989. Guide for selecting Manning's Roughness Coefficients for Natural Channels and Flood Plains. United States Geological Survey Water- Supply Paper 2339. Prepared in cooperation with the US Department of Transportation and Federal Highway Administration.

American Society of Civil Engineers (ASCE). 2017. Code of Ethics. First adopted September 2, 1914, most recently amended July 29, 2017.

Bair J, S Loya, B Powell, and J C. Lee. 2021. A new data-driven riparian revegetation design method. Ecosphere, 12(8).

Beecher H. and Caldwell B. (2022). Instream Flow Study Guidelines: Technical and Habitat Suitability Issues Including Fish Preference Curves: Updated January 25, 2022. Washington Department of Fish and Wildlife and Washington State Department of Ecology.

Beechie, T. J., Pollock, M. M., & Baker, S. (2008). Channel incision, evolution and potential recovery in the Walla Walla and Tucannon River basins, northwestern USA. Earth Surf. Process. Landforms, 33, 784–800. https://doi.org/10.1002/esp

Bjornstad, B.N., 1980. Sedimentology and Depositional Environment of the Touchet Beds, Walla Walla River Basin, Washington (No. RHO-BWI-SA-44). Rockwell International Corp., Richland, WA (USA). Energy Systems Group.

Bonneville Power Administration (BPA). 2023. FY 2023 HIP Handbook: Guidance of Programmatic Requirements and Process. 145 pp.

Brown, A.G., 2002. Learning from the past: palaeohydrology and palaeoecology. Freshwater Biology, 47(4), pp.817-829.

Buelow, K., K. Fischer, J. O'Neal, Z. Seilo, and R. Ventres-Pake, 2017 [unpublished]. "River Complexity Index (RCI): A Standard Method."

Church, M., 2010. Gravel bed rivers. Sediment cascades: An integrated approach, pp.241-269.

Clague, J.J., Armstrong, J.E. and Mathews, W.H., 1980. Advance of the late Wisconsin Cordilleran Ice Sheet in southern British Columbia since 22,000 yr BP. Quaternary Research, 13(3), pp.322-326.

Columbia Conservation District (CCD). 2020. Upper Touchet Basin Habitat Restoration: Geomorphic Assessment and Restoration Prioritization. Prepared by Anchor QEA. 90 pp.

Confederated Tribes of the Umatilla Indian Reservation (CTUIR). 2014. Lower Walla Walla River Geomorphic Assessment and Action Plan. Prepared by Tetra Tech. 303 pp.

Confederated Tribes of the Umatilla Indian Reservation (CTUIR). 2024. Tuusi Wana Project Objectives. March 13, 2024.

Cramer, Michelle. 2012. Stream Habitat Restoration Guidelines. Co-published by the Washington Departments of Fish and Wildlife, Natural Resources, Transportation and Ecology, Washington State Recreation and Conservation Office, Puget Sound Partnership, and the U.S. Fish and Wildlife Service. Olympia, Washington.

Cramer, Michelle. 2003. Integrated Streambank Protection Guidelines. Published by the Washington State Aquatic Habitat Guidelines Program. Olympia, Washington.

33390048 BPA-2026-01154-F 0574

Guillozet, P., K. Smith, K, and K. Guillozet. 2014. The Rapid Riparian Revegetation Approach. Ecological Restoration Vol. 32, No. 2, 2014

Inter-Fluve. 2024a. Túuši Wána Design Project, Touchet River - Mile 14 – 17 Preliminary Design and Basis of Design Report. Delivered to CTUIR June 2024.

Inter-Fluve. 2024b. Túuši Wána Floodplain Enhancement, Touchet River - Mile 14 – 17 60% Design and Basis of Design Report. Delivered to CTUIR September 2024.

Jeffres, C.A., Opperman, J.J. and Moyle, P.B., 2008. Ephemeral floodplain habitats provide best growth conditions for juvenile Chinook salmon in a California river. Environmental biology of fishes, 83, pp.449-458.

Jones K, G Poole, E Quaempts, S O'Daniel, and T Beechie. 2008. Umatilla River Vision. Confederated Tribes of the Umatilla Indian Reservation. Pages 1-31.

Knutson and Fealko. 2014. *Large Woody Material - Risk Based Design Guidelines*. U.S. Department of the Interior Bureau of Reclamation Pacific Northwest Region & Technical Services. Boise, Idaho. September 2014. Online: http://www.usbr.gov/pn//fcrps/documents/lwm.pdf

Mahoney, J.M. and Rood, S. 1998. Streamflow Requirements for Cottonwood Seedling Recruitment - An Integrative Model. Wetlands. 18. 634-645. 10.1007/BF03161678.

Mastin, M.C., Konrad, C.P., Veilleux, A.G., and Tecca, A.E., 2016, Magnitude, frequency, and trends of floods at gaged and ungaged sites in Washington, based on data through water year 2014 (ver 1.2, November 2017): U.S. Geological Survey Scientific Investigations Report 2016–5118, 70 p., http://dx.doi.org/10.3133/sir20165118.

Mendel G, Mahoney B, Weldert R, Olsen J, Trump J, and Fitzgerald A. 2014. Walla Walla River Subbasin Salmonid Monitoring and Evaluation Project, 2013 Annual Report. BPA Project # 2000-039-00.

Moyle P. 2002. Salmon and Trout, Salmonidae – Rainbow Trout, (*Oncorhynchus mykiss*) *in* Inland Fishes of California. Los Angeles, California: University of California Press, 271-282.

Moyle P. 2002b. Salmon and Trout, Salmonidae - Chinook Salmon, (Oncorhynchus tshawytscha) in Inland Fishes of California. Los Angeles, California: University of California Press, 251-263.

Nagle, G.N. and Ritchie, J.C., 2004. Wheat field erosion rates and channel bottom sediment sources in an intensively cropped northeastern Oregon drainage basin. Land Degradation & Development, 15(1), pp.15-26.

Quantum Spatial 2018. Washington 3 Counties LiDAR Technical Data Report. Contract No. G16PC00016, Task Order No. G17PD01222. Prepared for USGS NGTOC. October 17, 2018.

Quinn T. 2005. The Behavior and Ecology of Pacific Salmon and Trout. American Fisheries Society in Association with University of Washington Press. Seattle, WA.

Scherberg, J., Keller, J., Patten, S., Baker, T. and Milczarek, M., 2018. Modeling the impact of aquifer recharge, in-stream water savings, and canal lining on water resources in the Walla Walla Basin. Sustainable Water Resources Management, 4(2), pp.275-289.

Spencer, P.K. and Knapp, A.N., 2010. New stratigraphic markers in the late Pleistocene Palouse loess: novel fossil gastropods, absolute age constraints and non - aeolian facies. Sedimentology, 57(1), pp.41-52.

33390048 BPA-2026-01154-F 0575

United States Army Corps of Engineers. 2022. River Analysis System, HEC-RAS Version 6.2. Approved for Public Release May 2022.

University of Nebraska Press / University of Nebraska-Lincoln Libraries-Electronic Text Center. 2005. The Journals of the Lewis and Clark Expedition. Retrieved November 11, 2022, from http://lewisandclarkjournals.unl.edu/

U.S. Army Corps of Engineers (USACE). 2024. Hydrologic Engineering Center River Analysis System (HEC-RAS), HEC-RAS version 6.5. U.S. Army Corps of Engineers.

U.S. Bureau of Reclamation (USBR) and U.S. Army Engineer Research and Development Center (ERDC). 2016. National Large Wood Manual: Assessment, Planning, Design, and Maintenance of Large Wood in Fluvial Ecosystems: Restoring Process, Function, and Structure. 628 pages + Appendix. www.usbr.gov/pn/ January 2016.

U.S. Department of Agriculture (USDA) 1979. Erosion in the Palouse: A Summary of the Palouse River Basin Study. https://archive.org/details/CAT79721859

U.S. Fish and Wildlife Service (USFS). 1995. Working Paper on Restoration Needs: Habitat Restoration Actions to Double Natural Production of Anadromous Fish in the Central Valley of California. Vol 2. Stockton, CA: Prepared for the U.S. Fish and Wildlife Service under the direction of the Anadromous Fish Restoration Program Core Group.

U.S. Geologic Survey (USGS). 1969. Sediment Transport by Streams in the Walla Walla River Basin, Washington and Oregon July 1962-1965. Prepared in cooperation with the Washington State Department of Water Resources and the U.S. Army Corps of Engineers.

U.S. Geologic Survey (USGS). 1998. Soil Erosion in the Palouse River Basin: Indications of Improvement. USGS Fact Sheet 069-98.

Waitt Jr, R.B., 1980. About forty last-glacial Lake Missoula jökulhlaups through southern Washington. The Journal of Geology, 88(6), pp.653-679.

Waitt, R.B., 1985, Case for periodic, colossal jökulhlaups from Pleistocene glacial Lake Missoula: Geol. Soc. America Bull., v. 96, p. 1271-1286.

WBRPELS 2007. Policy No. 42 Incidental Surveying Practice. Washington Board of Registration for Professional Engineers and Land Surveyors. Adopted July 25, 2007.

Washington Division of Geology and Earth Resources. 2016. Surface geology, 1:100,000--GIS data, November 2016: Washington Division of Geology and Earth Resources Digital Data Series DS-18, version 3.1, previously released June 2010.

Wolman, M. G. 1954. A method of sampling coarse river-bed material. *Eos, Transactions American Geophysical Union*, *35*(6), 951–956. https://doi.org/10.1029/TR035i006p00951.

Yoder, J. (lead), Raymond, C. (co-lead), Basu, R., Deol, S., Fremier, A., Garcia, K., Mauger, G., Padowski, J., Rogers, M., & Stahl, A. (2022). Climate Change and Streamflow: Barriers and Opportunities[^1^][1]. Preliminary project report to the Washington State Department of Ecology[^2^][2]. Olympia, Washington: Washington State Department of Ecology[^3^][3]. Publication No. 22-11-029.**[^4^][4]

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7 Appendices

7.1 PROJECT PLAN SHEETS

See accompanying Project Plans: Túuši Wána Floodplain Enhancement, Touchet River RM 14-17 | Preliminary (90%) Design

7.2 PLANTING PLAN

The planting plan is included in the associated Plan Set (Appendix 7.1) and generally follows the principles outlined Guillozet et al. 2014, with modifications specific to Eastern Washington and the local ecosystem. Quantities of plants are shown on the Plans are for the entire project area and it is expected this will be worked into a phased approach as part of the Final Design submittal. Washington Department of Transportation Standard Specifications have been amended and revised to control plant installations for this particular project and are shown on the Plans.

7.3 OPINION OF PROBABLE CONSTRUCTION COSTS

See attached opinion of probable construction costs for the work shown on the Project Plan Sheets.

7.4 BID FORM

To be developed in a subsequent design phase.

7.5 HYDRAULICS FIGURES

Accompanying hydraulic model results figures for existing and proposed conditions include:

- Existing Model Results | 14 Day Sustained Fish Flow - 400 cfs
- Proposed Model Results | 14 Day Sustained Fish Flow - 400 cfs
- Existing Model Results | Fish Flows - 750 cfs
- Proposed Model Results | Fish Flows - 750 cfs
- Existing Model Results | 1,000 cfs
- Proposed Model Results | 1,000 cfs
- Existing Model Results | 2-Year Event - 2,048 cfs
- Proposed Model Results | 2-Year Event - 2,048 cfs
- Existing Model Results | 25-Year Event - 7,954 cfs
- Proposed Model Results | 25-Year Event - 7,954 cfs
- Existing Model Results | 100-Year Event - 16,850 cfs
- Proposed Model Results | 100-Year Event - 16,850 cfs

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7.6 EXTERNAL EXPERT TECHNICAL REVIEW PROCESS RESULTS AND UPDATED CONCEPTS

See attached External Expert Technical Review Process Results and Updated Concepts Memo.

7.7 PROJECT AREA PEBBLE COUNT DATA

See attached pebble count data plots and map of sampling locations.

7.8 HABTITAT SUITABILITY INDEX FIGURES

See attached Habitat Suitability Index Figures.

Notes on Habitat Suitability Index Modeling

To help understand the likely changes to salmonid habitat from the proposed project, habitat suitability index modeling (HSI) was completed during this design phase. HSI provides a means to predict habitat conditions within a stream reach under key flow conditions. The model uses a physical representation of the reach (e.g. channel topography, substrate grain sizes and overhead cover conditions) coupled with species specific habitat velocity and depth preferences for various life stages to predict habitat availability. The suitability index curves for salmonids are from the *Instream Flow Study Guidelines: Technical and Habitat Suitability Issues Including Fish Preference Curves: Updated January 25, 2022* (Beecher 2022).

There are several limitations and simplifications inherent in the habitat suitability modeling approach that should be considered when interpreting results presented in the attached figures and Table 3. First, future geomorphic trajectory is not represented in the model and therefore, model results only represent a snapshot in time. Any future changes in topography would likely affect the predictions of habitat area (higher or lower). Additionally, the Habitat Suitability Model (HSI) is based on a two-dimensional hydraulic model, which uses depth-averaged velocities withing computational mesh cells. This technological limitation represents a simplification of real-world conditions where fish can often seek out preferred velocities in otherwise unsuitable conditions. Finally, note that habitat suitability does not predict fish behavior and therefore use. Behavior often varies especially in circumstances where one fish may select substrate conditions over depth or prefer cover availability during mid-day periods over velocity while another fish may prefer different combinations.

As a consequence of these limitations, characterizing relative changes (increases or decreases) in habitat area between pre-project (existing) and with-project (proposed) conditions or between various flows is more appropriate than concluding the efforts represent the exact area of habitat that may be created by the project.

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7.9 LARGE WOOD STRUCTURE STABILITY ANALYSIS

See attached calculation sheets for the LWS stability analysis.

7.10 DESIGN GEOSPATIAL DATA

See provided .zip file for select design linework in an ArcGIS package.

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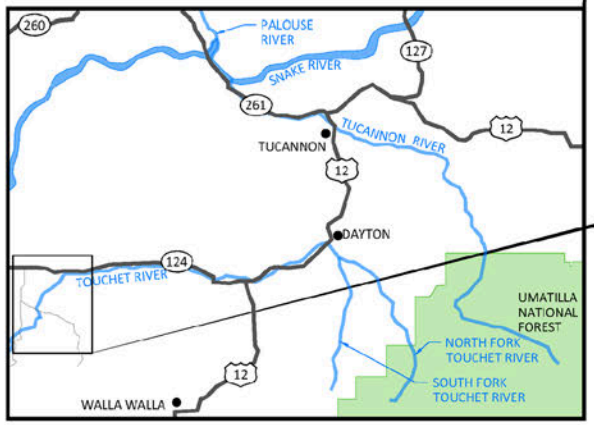
Attachment C: Túuši Wána Floodplain Enhancement Phase 1 Final Design

TÚUŠI WÁNA FLOODPLAIN ENHANCEMENT

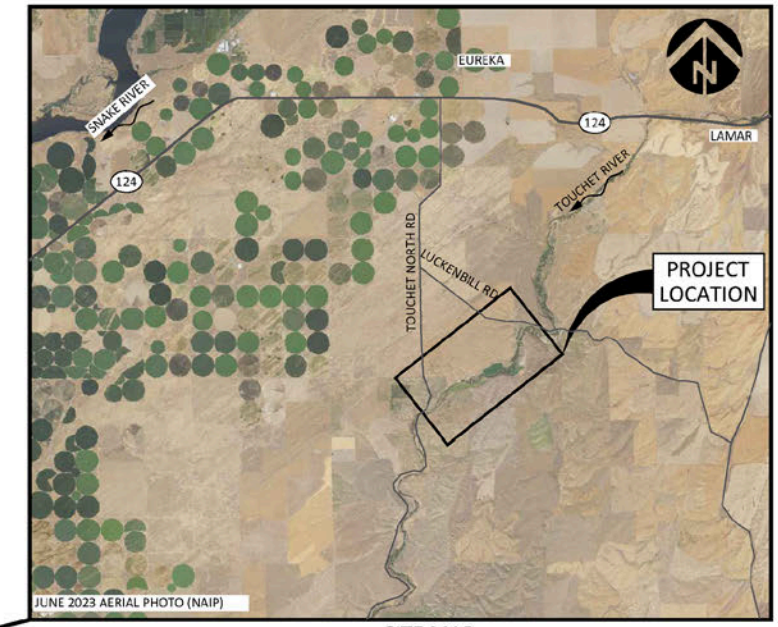
TOUCHET RIVER RM 14 TO RM 17
PHASE 1 FINAL DESIGN

FEBRUARY, 2025

LOCATION MAP
STATE OF WASHINGTON
NOT TO SCALE



VICINITY MAP
NOT TO SCALE



SITE MAP
NOT TO SCALE

COORDINATES:
LATITUDE: 46°13'40.01"N
LONGITUDE.118°34'51.88"W

COUNTY: WALLA WALLA
SECTION 32, TOWNSHIP 9N, RANGE 34E

WATERBODY: TOUCHET RIVER
TRIBUTARY OF: WALLA WALLA RIVER

QR CODE LINK TO PROJECT LOCATION IN GOOGLE MAPS:

JOHN R. GAFFNEY
STATE OF WASHINGTON
51075
REGISTERED
PROFESSIONAL ENGINEER
2-22-25

SHEET LIST

1	COVER, SHEET INDEX & VICINITY MAP
2	GENERAL NOTES, QUANTITIES, AND ABBREVIATIONS
3	HIP GENERAL CONSERVATION MEASURES (1 OF 3)
4	HIP GENERAL CONSERVATION MEASURES (2 OF 3)
5	HIP GENERAL CONSERVATION MEASURES (3 OF 3)
6	EROSION CONTROL DETAILS
7	EXISTING CONDITIONS AND SURVEY CONTROL
8	SHEET INDEX, ACCESS & STAGING
9	LARGE WOOD REACH PROPOSED CONDITIONS (1 OF 4)
10	LARGE WOOD REACH PROPOSED CONDITIONS (2 OF 4)
11	LARGE WOOD REACH PROPOSED CONDITIONS (3 OF 4)
12	LARGE WOOD REACH PROPOSED CONDITIONS (4 OF 4)
13	FLOODPLAIN REVEAL REACH SHEET INDEX
14	FP REVEAL REACH PROPOSED CONDITIONS (1 OF 3)
15	FP REVEAL REACH PROPOSED CONDITIONS (2 OF 3)
16	FP REVEAL REACH PROPOSED CONDITIONS (3 OF 3)
17	GRADING SECTIONS (1 OF 4)
18	GRADING SECTIONS (2 OF 4)
19	GRADING SECTIONS (3 OF 4)
20	GRADING SECTIONS (4 OF 4)
21	PROFILE
22	REVEGETATION PLAN & MICROTOGRAPHY DETAIL
23	TYPICAL DETAILS- APEX LWS
24	TYPICAL DETAILS- BANK BURIED LWS
25	TYPICAL DETAILS- TEMP. CROSSING AND POST ASSISTED LWS
26	TYPICAL DETAILS- FLOODPLAIN LWS
27	TYPICAL DETAILS- THREADBAR CONNECTION & LARGE WOOD TABLES
28	TYPICAL PLANTING DETAILS
29	REVEGETATION DETAILS, SEED MIX & PLANTING TABLES

NO.	BY	DATE	REVISION DESCRIPTION

SP, NS, BB — DRAWN
JB, JG, EA — DESIGNED
JG, EA — CHECKED
JG — APPROVED
FEBRUARY, 2025 — DATE
PROJECT

CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
TÚUŠI WÁNA FLOODPLAIN ENHANCEMENT
PHASE 1 FINAL DESIGN

interfluve
501 Portway Avenue, Suite 101
Hood River, OR 97031
541.386.9003
www.interfluve.com

COVER, SHEET INDEX & VICINITY MAP

SHEET
1 OF 29

THE CONTRACTOR SHALL ATTEND A MANDATORY PRE-BID SITE MEETING.

THE CONTRACTOR SHALL ATTEND A PRE-CONSTRUCTION MEETING WITH THE OWNER PRIOR TO BEGINNING CONSTRUCTION.

ALL WORK SHALL CONFORM TO THE CURRENT EDITIONS OF STANDARD PLANS AND SPECIFICATIONS OF THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (WSDOT), AND LOCAL STANDARDS UNLESS INDICATED OTHERWISE BY THE CONTRACT DOCUMENTS.

EXISTING DATA

TOPOGRAPHIC AND BATHYMETRIC SURVEY DATA WERE COLLECTED BY INTER-FLUVE STAFF USING RTK GPS EQUIPMENT ON MAY 17 & 18, 2022. DATA ARE REFERENCED TO NAD83 WASHINGTON STATE PLANE, SOUTH ZONE, US SURVEY FEET, NAVD88.

LIDAR DATA FLOWN IN 2018 BY QUANTUM SPATIAL AND ACCESSED VIA THE WASHINGTON LIDAR PORTAL WAS USED TO SUPPLEMENT TOPOGRAPHIC SURVEY DATA TO DEVELOP DIGITAL ELEVATION MODELS.

EXISTING CONTOURS SHOWN ARE A COMPOSITE OF THE LIDAR AND GROUND SURVEY DATA.

PROPERTY BOUNDARIES SHOWN FROM WALLA WALLA COUNTY GIS SERVICES, DOWNLOADED JUNE 2022.

AERIAL PHOTOS DISPLAYED INCLUDE NAIP IMAGERY FROM JUNE 2023. RIVER MILES SHOWN ARE FROM USGS QUAD MAPS WITH TENTHS INTERPOLATED TO FIT. STATIONING STARTS AT RIVER MILE 14 AND PROGRESSES UPSTREAM FOLLOWING THE CHANNEL CENTER LINE AS OF MAY 2022.

SOILS

THE PROJECT SITE IS ASSUMED TO CONSIST OF ESQUATZEL SILT LOAM, 0 TO 3 PERCENT SLOPES; ONYX SILT LOAM, 0 TO 3 PERCENT SLOPES; RITZVILLE SILT LOAM, 3 TO 8 PERCENT SLOPES; BASALT ROCKLAND, VERY STEEP SLOPES; AND RIVERWASH, AS MAPPED BY NRCS. CONTRACTOR SHALL CONDUCT SUBSURFACE INVESTIGATIONS AT OWN EXPENSE IF ADDITIONAL DATA IS REQUIRED.

BPA HIP

THIS PROJECT WAS DESIGNED IN ACCORDANCE WITH THE BPA HABITAT IMPROVEMENT PROGRAM (HIP), PROGRAMMATIC BIOLOGICAL OPINION. HIP GENERAL CONSERVATION MEASURES (CMs) ARE INCLUDED ON SHEETS 3 - 5. SITE SPECIFIC DIRECTION IS INCLUDED IN THE FOLLOWING GENERAL NOTES. ANY VARIANCES FROM HIP CMs WILL BE REQUESTED BY OWNER. IN CASE OF A CONFLICT BETWEEN THE REGULATORY STANDARDS OR SPECIFICATIONS, THE MORE STRINGENT WILL PREVAIL, UNLESS SPECIFIED IN WRITING BY THE OWNER.

CONSTRUCTION TIMING

ALL IN-WATER CONSTRUCTION WORK SHALL OCCUR WITHIN THE DESIGNATED IN-WATER WORK WINDOW UNLESS OTHERWISE APPROVED IN WRITING BY REGULATORY AGENCIES.

EROSION CONTROL

CONTRACTOR SHALL BE SOLELY RESPONSIBLE, AT OWN EXPENSE, FOR PROVIDING AND MAINTAINING ALL NECESSARY EROSION CONTROL FACILITIES TO COMPLY WITH APPLICABLE EROSION CONTROL REGULATIONS AND TO MAINTAIN CLEAN ACCESS ROUTES. SEE HIP GENERAL AQUATIC CONSERVATION MEASURES FOR ADDITIONAL REQUIREMENTS.

LWS NOTATION

X-# (# = SEQUENTIAL NUMBER; X = LARGE WOOD STRUCTURE TYPE)

LWS TYPES
A = APEX
BB = BANK BURIED
F = FLOODPLAIN
Fb = FLOODPLAIN BURIED
PA = POST ASSISTED

FISH SALVAGE

TO BE COMPLETED BY EXPERIENCED FISH BIOLOGIST AND COORDINATED WITH OWNER. SEE HIP GENERAL AQUATIC CONSERVATION MEASURES FOR ADDITIONAL REQUIREMENTS.

EQUIPMENT

SEE HIP GENERAL CONSERVATION MEASURES.

CULTURAL RESOURCES

IF YOUR WORK BRINGS YOU INTO CONTACT WITH ANY OF THE FOLLOWING CULTURAL RESOURCES:
-NATIVE AMERICAN CULTURAL ARTIFACTS (EXAMPLE: FLAKES, ARROWHEADS, STONE TOOLS, BONE TOOLS, POTTERY, ETC)
-HISTORIC ERA ARTIFACTS (EXAMPLE: BUILDING FOUNDATIONS, HOMESTEADS, SHIPWRECKS, MINING CAMPS, ETC)
-HUMAN SKELETAL REMAINS AND BONE FRAGMENTS
YOU MUST IMMEDIATELY DISCONTINUE ALL GROUND-DISTURBING ACTIVITY. DO NOT TOUCH OR MOVE THE OBJECTS AND MAINTAIN THE CONFIDENTIALITY OF THE SITE. FOLLOW THE PROCEDURES LISTED IN THE BPA INADVERTENT DISCOVERY PROCEDURE AND AWAIT FURTHER DIRECTION FROM BPA'S CULTURAL RESOURCES STAFF.

NAME	OFFICE #	CELL #
JENNA PETERSON	(503)230-3018	N/A
KURT PERKINS	(503)230-4454	(503)459-0436
SUNSHINE SCHMIDT	(503)230-5015	(503)804-1815

WETLANDS AND WATERS OF THE US

THE ORDINARY HIGH WATER (OHW) LINE SHOWN IS APPROXIMATED BY THE MODELED 2-YEAR RETURN PERIOD DISCHARGE (2,048 CFS) INUNDATION EXTENT FOR EXISTING CONDITIONS.

NO WETLAND DELINEATION HAS BEEN PERFORMED AT THE PROJECT SITE.

THESE DO NOT NECESSARILY REPRESENT JURISDICTIONAL BOUNDARIES. WITHIN THE STATE OF WASHINGTON, THE ARMY CORPS OF ENGINEERS AND THE DEPARTMENT OF ECOLOGY HAVE THE FINAL AUTHORITY IN DETERMINING WATERS AND WETLAND BOUNDARIES AND REGULATIONS.

UTILITIES

THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR HAVING UTILITIES LOCATED PRIOR TO CONSTRUCTION ACTIVITIES.

THE CONTRACTOR SHALL CALL (800-424-5555) FOR UTILITY LOCATE PRIOR TO CONSTRUCTION.

THE CONTRACTOR SHALL IMMEDIATELY CONTACT THE EFFECTED UTILITY SERVICE TO REPORT ANY DAMAGED OR DESTROYED UTILITIES.

THE CONTRACTOR SHALL PROVIDE EQUIPMENT AND LABOR TO AID THE EFFECTED UTILITY SERVICE IN REPAIRING DAMAGED OR DESTROYED UTILITIES AT NO ADDITIONAL COST TO OWNER OR PROJECT SPONSOR.

CONSTRUCTION STAKING

CONTRACTOR SHALL STAKE LWS LOCATIONS AND INSTALL GRADE STAKES AND ELEVATION CONTROL POINTS. SOME FIELD ADJUSTMENTS TO THE LINES AND GRADES ARE TO BE EXPECTED.

CONTRACTOR SHALL MEET WITH THE OWNER TO DEFINE AND MARK ACCESS ROUTES AND LIMITS OF DISTURBANCE PRIOR TO MOBILIZATION OF EQUIPMENT OR MATERIALS ONTO THE SITE.

THE CONTRACTOR SHALL REPLACE DAMAGED OR DESTROYED CONSTRUCTION STAKES AT NO ADDITIONAL COST TO OWNER.

CONSTRUCTION ACCESS

CONTRACTOR SHALL SUBMIT AN ACCESS, STAGING, AND STOCKPILE PLAN TO THE OWNER FOR APPROVAL.

THE CONTRACTOR IS SOLELY RESPONSIBLE FOR PROVIDING ANY REQUIRED TRAFFIC CONTROL INCLUDING, BUT NOT LIMITED TO, SIGNAGE AND FLAGGERS; AND FOR OBTAINING ANY REQUIRED ACCESS PERMITS.

FOR DURATION OF PROJECT, CONTRACTOR SHALL KEEP ALL PRIVATE AND PUBLIC ROADS USED FOR ACCESS FREE OF DEBRIS AND MUD.

SEE SHEETS 3-5, HIP GENERAL CONSERVATION MEASURES FOR ADDITIONAL REQUIREMENTS.

ABBREVIATION AND ACRONYM LIST

°	DEGREE	F	FLOODPLAIN	STA	STATION
'	FEET	Fb	FLOODPLAIN BURIED	TYP	TYPICAL
"	INCH	FT	FEET	WA	WASHINGTON
%	PERCENT	IN	INCH	YR	YEAR
A	APEX	LB	POUNDS		
APPROX.	APPROXIMATE	LWM	LARGE WOODY MATERIALS		
BB	BANK BURIED	LWS	LARGE WOOD STRUCTURE		
CFS	CUBIC FEET PER SECOND	MAX	MAXIMUM		
CY	CUBIC YARD	MIN	MINIMUM		
DBH	DIAMETER AT BREAST HEIGHT	NO.	NUMBER		
DIA.	DIAMETER	OHW	ORDINARY HIGH WATER		
EA	EACH	PA	POST ASSISTED		
ELEV	ELEVATION	QTY	QUANTITY		
EXIST	EXISTING	RD	ROAD		

JURISDICTIONAL PERMIT QUANTITIES

PERMIT QUANTITIES ARE CONSERVATIVE ESTIMATES INTENDED FOR QUANTIFYING PROJECT SCALE FROM A PERMITTING PERSPECTIVE. VALUES ARE SUBJECT TO CHANGE AS THE DESIGN PROGRESSES.

DELETERIOUS MATERIAL AND DEBRIS WILL BE HAULED OFF SITE TO A LEGAL DISPOSAL AREA.

ACTIVITY	WATERBODY NAME	IMPACT LOCATION	DURATION OF IMPACT	MATERIAL	AMOUNT OF MATERIAL (CY) TO BE REMOVED FROM/ PLACED WITHIN WATERBODY	AREA (SF) OF WATERBODY DIRECTLY AFFECTED
EXCAVATION - INSTALLATION OF LARGE WOOD STRUCTURES	TOUCHET RIVER (TÚUŠI WÁNA)	WITHIN WATERBODY (BELOW OHW)	PERMANENT	NATIVE SOIL	14,000 LOCAL CUT & FILL WITHIN THE OHW	38,000 WITHIN THE OHW
EXCAVATION - INSTALLATION OF WILLOW BAFFLES	TOUCHET RIVER (TÚUŠI WÁNA)	ADJACENT TO WATERBODY - ABOVE OHW & WITHIN 100-YEAR FLOODPLAIN	TEMPORARY	NATIVE SOIL	5,400 LOCAL CUT & FILL OUTSIDE THE OHW	133,300 OUTSIDE THE OHW
FLOODPLAIN REVEAL EXCAVATION	TOUCHET RIVER (TÚUŠI WÁNA)	ADJACENT TO WATERBODY - ABOVE OHW & WITHIN 100-YEAR FLOODPLAIN	PERMANENT	NATIVE SOIL	281,200 CUT OUTSIDE THE OHW	1,200,000 OUTSIDE THE OHW
LARGE WOOD PLACEMENT	TOUCHET RIVER (TÚUŠI WÁNA)	ADJACENT TO WATERBODY - ABOVE OHW & WITHIN 100-YEAR FLOODPLAIN	PERMANENT	LARGE WOOD	1,700	72,600
LARGE WOOD PLACEMENT	TOUCHET RIVER (TÚUŠI WÁNA)	WITHIN WATERBODY (BELOW OHW)	PERMANENT	LARGE WOOD	3,100	73,700

JOHN R. GAFFNEY — STATE OF WASHINGTON — 51075 — REGISTERED PROFESSIONAL ENGINEER — 2-21-25

NO.	BY	DATE	REVISION DESCRIPTION

SP, NS, BB — DRAWN | JB, JG, EA — DESIGNED | JG, EA — CHECKED
JG — APPROVED | FEBRUARY, 2025 — DATE | PROJECT

CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
TÚUŠI WÁNA FLOODPLAIN ENHANCEMENT
PHASE 1 FINAL DESIGN

inter·fluve
501 Portway Avenue, Suite 101
Hood River, OR 97031
541.386.9003
www.interfluve.com

GENERAL NOTES, QUANTITIES, AND ABBREVIATIONS

SHEET 2 OF 29

HIP GENERAL CONSERVATION MEASURES APPLICABLE TO ALL ACTIONS

THE ACTIVITIES COVERED UNDER THE HIP ARE INTENDED TO PROTECT AND RESTORE FISH AND WILDLIFE HABITAT WITH LONG-TERM BENEFITS TO ESA-LISTED SPECIES. THE FOLLOWING GENERAL CONSERVATION MEASURES (DEVELOPED IN COORDINATION WITH USFWS AND NMFS) WILL BE APPLIED TO ALL ACTIONS OF THIS PROJECT.

PROJECT DESIGN AND SITE PREPARATION.

1. STATE AND FEDERAL PERMITS.

A. ALL APPLICABLE REGULATORY PERMITS AND OFFICIAL PROJECT AUTHORIZATIONS WILL BE OBTAINED BEFORE PROJECT IMPLEMENTATION.

B. THESE PERMITS AND AUTHORIZATIONS INCLUDE, BUT ARE NOT LIMITED TO, NATIONAL ENVIRONMENTAL POLICY ACT, NATIONAL HISTORIC PRESERVATION ACT, THE APPROPRIATE STATE AGENCY REMOVAL AND FILL PERMIT, USACE CLEAN WATER ACT (CWA) 404 PERMITS, CWA SECTION 401 WATER QUALITY CERTIFICATIONS, AND FEMA NO-RISE ANALYSES.

2. TIMING OF IN-WATER WORK.

A. APPROPRIATE STATE (OREGON DEPARTMENT OF FISH AND WILDLIFE (ODFW), WASHINGTON DEPARTMENT OF FISH AND WILDLIFE (WDFW), IDAHO DEPARTMENT OF FISH AND GAME (IDFG), AND MONTANA FISH WILDLIFE AND PARKS (MFWP)) GUIDELINES FOR TIMING OF IN-WATER WORK WINDOWS (IWW) WILL BE FOLLOWED.

B. CHANGES TO ESTABLISHED WORK WINDOWS WILL BE APPROVED BY REGIONAL STATE BIOLOGISTS AND BPA'S EC LEAD.

C. BULL TROUT. FOR AREAS WITH DESIGNATED IN-WATER WORK WINDOWS FOR BULL TROUT OR AREAS KNOWN TO HAVE BULL TROUT, PROJECT PROPONENTS WILL CONTACT THE APPROPRIATE USFWS FIELD OFFICE TO INSURE THAT ALL REASONABLE IMPLEMENTATION MEASURES ARE CONSIDERED AND AN APPROPRIATE IN-WATER WORK WINDOW IS BEING USED TO MINIMIZE PROJECT EFFECTS.

D. LAMPREY. WORKING IN STREAM OR RIVER CHANNELS THAT CONTAIN PACIFIC LAMPREY WILL BE AVOIDED FROM MARCH 1 TO JULY 1 FOR REACHES <5,000 FEET IN ELEVATION AND FROM MARCH 1 TO AUGUST 1 FOR REACHES >5,000 FEET. IF EITHER TIMEFRAME IS INCOMPATIBLE WITH OTHER OBJECTIVES, THE AREA WILL BE SURVEYED FOR NESTS AND LAMPREY PRESENCE, AND AVOIDED IF POSSIBLE. IF LAMPREYS ARE KNOWN TO EXIST, THE PROJECT SPONSOR WILL UTILIZE DEWATERING AND SALVAGE PROCEDURES (SEE FISH SALVAGE AND ELECTROFISHING SECTIONS) TO MINIMIZE ADVERSE EFFECTS.

E. THE IN-WATER WORK WINDOW WILL BE PROVIDED IN THE CONSTRUCTION PLANS.

3. CONTAMINANTS.

A. EXCAVATION OF MORE THAN 20 CUBIC YARDS WILL REQUIRE A SITE VISIT AND DOCUMENTED ASSESSMENT FOR POTENTIAL CONTAMINANT SOURCES. THE SITE ASSESSMENT WILL BE STORED WITH PROJECT FILES OR AS AN APPENDIX TO THE BASIS OF DESIGN REPORT.

B. THE SITE ASSESSMENT WILL SUMMARIZE:

1. THE SITE VISIT, CONDITION OF THE PROPERTY, AND IDENTIFICATION OF ANY AREAS USED FOR VARIOUS INDUSTRIAL PROCESSES;
2. AVAILABLE RECORDS, SUCH AS FORMER SITE USE, BUILDING PLANS, AND RECORDS OF ANY PRIOR CONTAMINATION EVENTS;
3. INTERVIEWS WITH KNOWLEDGEABLE PEOPLE, SUCH AS SITE OWNERS, OPERATORS, OCCUPANTS, NEIGHBORS, OR LOCAL GOVERNMENT OFFICIALS; AND
4. THE TYPE, QUANTITY, AND EXTENT OF ANY POTENTIAL CONTAMINATION SOURCES.

4. SITE LAYOUT AND FLAGGING.

A. CONSTRUCTION AREAS TO BE CLEARLY FLAGGED PRIOR TO CONSTRUCTION.

B. AREAS TO BE FLAGGED WILL INCLUDE:

1. SENSITIVE RESOURCE AREAS, SUCH AS AREAS BELOW ORDINARY HIGH WATER, SPAWNING AREAS, SPRINGS, AND WETLANDS;
2. EQUIPMENT ENTRY AND EXIT POINTS;
3. ROAD AND STREAM CROSSING ALIGNMENTS;
4. STAGING, STORAGE, AND STOCKPILE AREAS; AND
5. NO-SPRAY AREAS AND BUFFERS.

5. TEMPORARY ACCESS ROADS AND PATHS.

A. EXISTING ACCESS ROADS AND PATHS WILL BE PREFERENTIALLY USED WHENEVER REASONABLE, AND THE NUMBER AND LENGTH OF TEMPORARY ACCESS ROADS AND PATHS THROUGH RIPARIAN AREAS AND FLOODPLAINS WILL BE MINIMIZED.

B. VEHICLE USE AND HUMAN ACTIVITIES, INCLUDING WALKING, IN AREAS OCCUPIED BY TERRESTRIAL ESA-LISTED SPECIES WILL BE MINIMIZED.

C. TEMPORARY ACCESS ROADS AND PATHS WILL NOT BE BUILT ON SLOPES WHERE GRADE, SOIL, OR OTHER FEATURES SUGGEST A LIKELIHOOD OF EXCESSIVE EROSION OR FAILURE. IF SLOPES ARE STEEPER THAN 30%, THEN THE ROAD WILL BE DESIGNED BY A CIVIL ENGINEER WITH EXPERIENCE IN STEEP ROAD DESIGN.

D. THE REMOVAL OF RIPARIAN VEGETATION DURING CONSTRUCTION OF TEMPORARY ACCESS ROADS WILL BE MINIMIZED. WHEN TEMPORARY VEGETATION REMOVAL IS REQUIRED, VEGETATION WILL BE CUT AT GROUND LEVEL (NOT GRUBBED).

E. AT PROJECT COMPLETION, ALL TEMPORARY ACCESS ROADS AND PATHS WILL BE OBLITERATED, AND THE SOIL WILL BE STABILIZED AND REVEGETATED. ROAD AND PATH OBLITERATION REFERS TO THE MOST COMPREHENSIVE DEGREE OF DECOMMISSIONING AND INVOLVES DECOMPACTING THE SURFACE AND DITCH, PULLING THE FILL MATERIAL ONTO THE RUNNING SURFACE, AND RESHAPING TO MATCH THE ORIGINAL CONTOUR.

F. HELICOPTER FLIGHT PATTERNS WILL BE ESTABLISHED IN ADVANCE AND LOCATED TO AVOID TERRESTRIAL ESA-LISTED SPECIES AND THEIR OCCUPIED HABITAT DURING SENSITIVE LIFE STAGES.

6. TEMPORARY STREAM CROSSINGS.

A. EXISTING STREAM CROSSINGS OR BEDROCK WILL BE PREFERENTIALLY USED WHENEVER REASONABLE, AND THE NUMBER OF TEMPORARY STREAM CROSSINGS WILL BE MINIMIZED.

B. TEMPORARY BRIDGES AND CULVERTS WILL BE INSTALLED TO ALLOW FOR EQUIPMENT AND VEHICLE CROSSING OVER PERENNIAL STREAMS DURING CONSTRUCTION. TREATED WOOD SHALL NOT BE USED ON TEMPORARY BRIDGE CROSSINGS OR IN LOCATIONS IN CONTACT WITH OR DIRECTLY OVER WATER.

C. FOR PROJECTS THAT REQUIRE EQUIPMENT AND VEHICLES TO CROSS IN THE WET:

1. THE LOCATION AND NUMBER OF ALL WET CROSSINGS SHALL BE APPROVED BY THE BPA EC LEAD AND DOCUMENTED IN THE CONSTRUCTION PLANS;
2. VEHICLES AND MACHINERY SHALL CROSS STREAMS AT RIGHT ANGLES TO THE MAIN CHANNEL WHENEVER POSSIBLE;
3. NO STREAM CROSSINGS WILL OCCUR 300 FEET UPSTREAM OR 100 FEET DOWNSTREAM OF AN EXISTING REDD OR SPAWNING FISH; AND
4. AFTER PROJECT COMPLETION, TEMPORARY STREAM CROSSINGS WILL BE OBLITERATED AND BANKS RESTORED.

7. STAGING, STORAGE, AND STOCKPILE AREAS.

A. STAGING AREAS (USED FOR CONSTRUCTION EQUIPMENT STORAGE, VEHICLE STORAGE, FUELING, SERVICING, AND HAZARDOUS MATERIAL STORAGE) WILL BE 150 FEET OR MORE FROM ANY NATURAL WATER BODY OR WETLAND. STAGING AREAS CLOSER THAN 150 FEET WILL BE APPROVED BY THE EC LEAD.

B. NATURAL MATERIALS USED FOR IMPLEMENTATION OF AQUATIC RESTORATION, SUCH AS LARGE WOOD, GRAVEL, AND BOULDERS, MAY BE STAGED WITHIN 150 FEET IF CLEARLY INDICATED IN THE PLANS THAT AREA IS FOR NATURAL MATERIALS ONLY.

C. ANY LARGE WOOD, TOPSOIL, AND NATIVE CHANNEL MATERIAL DISPLACED BY CONSTRUCTION WILL BE STOCKPILED FOR USE DURING SITE RESTORATION AT A SPECIFICALLY IDENTIFIED AND FLAGGED AREA.

D. ANY MATERIAL NOT USED IN RESTORATION, AND NOT NATIVE TO THE FLOODPLAIN, WILL BE DISPOSED OF OUTSIDE THE 100-YEAR FLOODPLAIN.

8. EQUIPMENT.

A. MECHANIZED EQUIPMENT AND VEHICLES WILL BE SELECTED, OPERATED, AND MAINTAINED IN A MANNER THAT MINIMIZES ADVERSE EFFECTS ON THE ENVIRONMENT (E.G., MINIMALLY-SIZED, LOW PRESSURE TIRES; MINIMAL HARD-TURN PATHS FOR TRACKED VEHICLES; TEMPORARY MATS OR PLATES WITHIN WET AREAS OR ON SENSITIVE SOILS).

B. EQUIPMENT WILL BE STORED, FUELED, AND MAINTAINED IN AN CLEARLY IDENTIFIED STAGING AREA THAT MEETS STAGING AREA CONSERVATION MEASURES.

C. EQUIPMENT WILL BE REFUELED IN A VEHICLE STAGING AREA OR IN AN ISOLATED HARD ZONE, SUCH AS A PAVED PARKING LOT OR ADJACENT, ESTABLISHED ROAD (THIS MEASURE APPLIES ONLY TO GAS-POWERED EQUIPMENT WITH TANKS LARGER THAN 5 GALLONS).

D. BIODEGRADABLE LUBRICANTS AND FLUIDS WILL BE USED ON EQUIPMENT OPERATING IN AND ADJACENT TO THE STREAM CHANNEL AND LIVE WATER.

E. EQUIPMENT WILL BE INSPECTED DAILY FOR FLUID LEAKS BEFORE LEAVING THE VEHICLE STAGING AREA FOR OPERATION WITHIN 150 FEET OF ANY NATURAL WATER BODY OR WETLAND.

F. EQUIPMENT WILL BE THOROUGHLY CLEANED BEFORE OPERATION BELOW ORDINARY HIGH WATER, AND AS OFTEN AS NECESSARY DURING OPERATION, TO REMAIN GREASE FREE.

9. EROSION CONTROL.

A. TEMPORARY EROSION CONTROL MEASURES INCLUDE:

1. TEMPORARY EROSION CONTROLS WILL BE IN PLACE BEFORE ANY SIGNIFICANT ALTERATION OF THE ACTION SITE AND APPROPRIATELY INSTALLED DOWNSLOPE OF PROJECT ACTIVITY WITHIN THE RIPARIAN BUFFER AREA UNTIL SITE REHABILITATION IS COMPLETE;
2. IF THERE IS A POTENTIAL FOR ERODED SEDIMENT TO ENTER THE STREAM, SEDIMENT BARRIERS WILL BE INSTALLED AND MAINTAINED FOR THE DURATION OF PROJECT IMPLEMENTATION;
3. TEMPORARY EROSION CONTROL MEASURES MAY INCLUDE SEDGE MATS, FIBER WATTLES, SILT FENCES, JUTE MATTING, WOOD FIBER MULCH AND SOIL BINDER, OR GEOTEXTILES AND GEOSYNTHETIC FABRIC;
4. SOIL STABILIZATION UTILIZING WOOD FIBER MULCH AND TACKIFIER (HYDRO-APPLIED) MAY BE USED TO REDUCE EROSION OF BARE SOIL IF THE MATERIALS ARE NOXIOUS WEED FREE AND NONTOXIC TO AQUATIC AND TERRESTRIAL ANIMALS, SOIL MICROORGANISMS, AND VEGETATION;
5. SEDIMENT WILL BE REMOVED FROM EROSION CONTROLS ONCE IT HAS REACHED 1/3 OF THE EXPOSED HEIGHT OF THE CONTROL; AND
6. ONCE THE SITE IS STABILIZED AFTER CONSTRUCTION, TEMPORARY EROSION CONTROL MEASURES WILL BE REMOVED.

B. EMERGENCY EROSION CONTROLS. THE FOLLOWING MATERIALS FOR EMERGENCY EROSION CONTROL WILL BE AVAILABLE AT THE WORK SITE:

1. A SUPPLY OF SEDIMENT CONTROL MATERIALS; AND
2. AN OIL-ABSORBING FLOATING BOOM WHENEVER SURFACE WATER IS PRESENT.

10. DUST ABATEMENT.

A. THE PROJECT SPONSOR WILL DETERMINE THE APPROPRIATE DUST CONTROL MEASURES BY CONSIDERING SOIL TYPE, EQUIPMENT USAGE, PREVAILING WIND DIRECTION, AND THE EFFECTS CAUSED BY OTHER EROSION AND SEDIMENT CONTROL MEASURES.

B. WORK WILL BE SEQUENCED AND SCHEDULED TO REDUCE EXPOSED BARE SOIL SUBJECT TO WIND EROSION.

C. DUST-ABATEMENT ADDITIVES AND STABILIZATION CHEMICALS (TYPICALLY MAGNESIUM CHLORIDE, CALCIUM CHLORIDE SALTS, OR LIGNINSULFONATE) WILL NOT BE APPLIED WITHIN 25 FEET OF WATER OR A STREAM CHANNEL AND WILL BE APPLIED SO AS TO MINIMIZE THE LIKELIHOOD THAT THEY WILL ENTER STREAMS. APPLICATIONS OF LIGNINSULFONATE WILL BE LIMITED TO A MAXIMUM RATE OF 0.5 GALLONS PER SQUARE YARD OF ROAD SURFACE, ASSUMING MIXED 50:50 WITH WATER.

D. APPLICATION OF DUST ABATEMENT CHEMICALS WILL BE AVOIDED DURING OR JUST BEFORE WET WEATHER, AND AT STREAM CROSSINGS OR OTHER AREAS THAT COULD RESULT IN UNFILTERED DELIVERY OF THE DUST ABATEMENT MATERIALS TO A WATERBODY (TYPICALLY THESE WOULD BE AREAS WITHIN 25 FEET OF A WATERBODY OR STREAM CHANNEL; DISTANCES MAY BE GREATER WHERE VEGETATION IS SPARSE OR SLOPES ARE STEEP).

E. SPILL CONTAINMENT EQUIPMENT WILL BE AVAILABLE DURING APPLICATION OF DUST ABATEMENT CHEMICALS.

F. PETROLEUM-BASED PRODUCTS WILL NOT BE USED FOR DUST ABATEMENT.

JOHN R. GAFFNEY
STATE OF WASHINGTON
51075
REGISTERED
PROFESSIONAL ENGINEER
2-21-25

NO.	BY	DATE	REVISION DESCRIPTION

SP, NS, BB (DRAWN) | JB, JG, EA (DESIGNED) | JG, EA (CHECKED)
JG (APPROVED) | FEBRUARY, 2025 (DATE) | (PROJECT)

CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
TÚUŠI WÁNA FLOODPLAIN ENHANCEMENT
PHASE 1 FINAL DESIGN

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501 Portway Avenue, Suite 101
Hood River, OR 97031
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HIP GENERAL CONSERVATION MEASURES (1 OF 3)

SHEET 3 OF 29

PROJECT DESIGN AND SITE PREPARATION (CONTINUED).

11. SPILL PREVENTION, CONTROL, AND COUNTER MEASURES.

A. A DESCRIPTION OF HAZARDOUS MATERIALS THAT WILL BE USED, INCLUDING INVENTORY, STORAGE, AND HANDLING PROCEDURES WILL BE AVAILABLE ON-SITE.

B. WRITTEN PROCEDURES FOR NOTIFYING ENVIRONMENTAL RESPONSE AGENCIES WILL BE POSTED AT THE WORK SITE.

C. SPILL CONTAINMENT KITS (INCLUDING INSTRUCTIONS FOR CLEANUP AND DISPOSAL) ADEQUATE FOR THE TYPES AND QUANTITY OF HAZARDOUS MATERIALS USED AT THE SITE WILL BE AVAILABLE AT THE WORK SITE.

D. WORKERS WILL BE TRAINED IN SPILL CONTAINMENT PROCEDURES AND WILL BE INFORMED OF THE LOCATION OF SPILL CONTAINMENT KITS.

E. ANY WASTE LIQUIDS GENERATED AT THE STAGING AREAS WILL BE TEMPORARILY STORED UNDER AN IMPERVIOUS COVER, SUCH AS A TARPAULIN, UNTIL THEY CAN BE PROPERLY TRANSPORTED TO AND DISPOSED OF AT A FACILITY THAT IS APPROVED FOR RECEIPT OF HAZARDOUS MATERIALS.

F. PUMPS USED ADJACENT TO WATER SHALL USE SPILL CONTAINMENT SYSTEMS.

12. INVASIVE SPECIES CONTROL.

A. PRIOR TO ENTERING THE SITE, ALL VEHICLES AND EQUIPMENT WILL BE POWER WASHED, ALLOWED TO FULLY DRY, AND INSPECTED TO MAKE SURE NO PLANTS, SOIL, OR OTHER ORGANIC MATERIAL ADHERES TO THE SURFACE.

B. WATERCRAFT, WADERS, BOOTS, AND ANY OTHER GEAR TO BE USED IN OR NEAR WATER WILL BE INSPECTED FOR AQUATIC INVASIVE SPECIES.

C. WADING BOOTS WITH FELT SOLES ARE NOT TO BE USED DUE TO THEIR PROPENSITY FOR AIDING IN THE TRANSFER OF INVASIVE SPECIES UNLESS DECONTAMINATION PROCEDURES HAVE BEEN APPROVED BY THE EC LEAD.

WORK AREA ISOLATION AND FISH SALVAGE.

1. WORK AREA ISOLATION.

A. ANY WORK AREA WITHIN THE WETTED CHANNEL WILL BE ISOLATED FROM THE ACTIVE STREAM WHENEVER ESA-LISTED FISH ARE REASONABLY CERTAIN TO BE PRESENT, OR IF THE WORK AREA IS LESS THAN 300-FEET UPSTREAM FROM KNOWN SPAWNING HABITATS.

B. WORK AREA ISOLATION AND FISH SALVAGE ACTIVITIES WILL COMPLY WITH THE IN-WATER WORK WINDOW.

C. DESIGN PLANS WILL INCLUDE ALL ISOLATION ELEMENTS AND AREAS (COFFER DAMS, PUMPS, DISCHARGE AREAS, FISH SCREENS, FISH RELEASE AREAS, ETC.).

D. WORK AREA ISOLATION AND FISH CAPTURE ACTIVITIES WILL OCCUR DURING PERIODS OF THE COOLEST AIR AND WATER TEMPERATURES POSSIBLE, NORMALLY EARLY IN THE MORNING VERSUS LATE IN THE DAY, AND DURING CONDITIONS APPROPRIATE TO MINIMIZE STRESS AND DEATH OF SPECIES PRESENT.

2. FISH SALVAGE.

A. MONITORING AND RECORDING WILL TAKE PLACE FOR DURATION OF SALVAGE. THE SALVAGE REPORT WILL BE COMMUNICATED TO AGENCIES VIA THE PROJECT COMPLETION FORM (PCF).

B. SALVAGE ACTIVITIES SHOULD TAKE PLACE DURING CONDITIONS TO MINIMIZE STRESS TO FISH SPECIES, TYPICALLY PERIODS OF THE COOLEST AIR AND WATER TEMPERATURES WHICH OCCUR IN THE MORNING VERSUS LATE IN THE DAY.

C. SALVAGE OPERATIONS WILL FOLLOW THE ORDERING, METHODS, AND CONSERVATION MEASURES SPECIFIED BELOW:

1. SLOWLY REDUCE WATER FROM THE WORK AREA TO ALLOW SOME FISH TO LEAVE VOLITIONALLY.
2. BLOCK NETS WILL BE INSTALLED AT UPSTREAM AND DOWNSTREAM LOCATIONS AND MAINTAINED IN A SECURED POSITION TO EXCLUDE FISH FROM ENTERING THE PROJECT AREA.
3. BLOCK NETS WILL BE SECURED TO THE STREAM CHANNEL BED AND BANKS UNTIL FISH CAPTURE AND TRANSPORT ACTIVITIES ARE COMPLETE. BLOCK NETS MAY BE LEFT IN PLACE FOR THE DURATION OF THE PROJECT TO EXCLUDE FISH AS LONG AS PASSAGE REQUIREMENTS ARE MET.
4. NETS WILL BE MONITORED HOURLY DURING IN-STREAM DISTURBANCE.
5. IF BLOCK NETS REMAIN IN PLACE MORE THAN ONE DAY, THE NETS WILL BE MONITORED AT LEAST DAILY TO ENSURE THEY ARE SECURED AND FREE OF ORGANIC ACCUMULATION. IF BULL TROUT ARE PRESENT, NETS ARE TO BE CHECKED EVERY 4 HOURS FOR FISH IMPINGEMENT.
6. CAPTURE FISH THROUGH SEINING AND RELOCATE TO STREAMS.
7. WHILE DEWATERING, ANY REMAINING FISH WILL BE COLLECTED BY HAND OR DIP NETS.
8. SEINES WITH A MESH SIZE TO ENSURE CAPTURE OF THE RESIDING ESA-LISTED FISH WILL BE USED.
9. MINNOW TRAPS WILL BE LEFT IN PLACE OVERNIGHT AND USED IN CONJUNCTION WITH SEINING.
10. ELECTROFISH TO CAPTURE AND RELOCATED FISH NOT CAUGHT DURING SEINING PER ELECTROFISH CONSERVATION MEASURES.
11. CONTINUE TO SLOWLY DEWATER STREAM REACH.
12. COLLECT ANY REMAINING FISH IN COLD-WATER BUCKETS AND RELOCATED TO THE STREAM.
13. LIMIT THE TIME FISH ARE IN A TRANSPORT BUCKET.
14. MINIMIZE PREDATION BY TRANSPORTING COMPARABLE SIZES IN BUCKETS.
15. BUCKET WATER TO BE CHANGED EVERY 15 MINUTES OR AERATED.
16. BUCKETS WILL BE KEPT IN SHADED AREAS OR COVERED.
17. DEAD FISH WILL NOT BE STORED IN TRANSPORT BUCKETS, BUT WILL BE LEFT ON THE STREAM BANK TO AVOID MORTALITY COUNTING ERRORS.

D. SALVAGE GUIDELINES FOR BULL TROUT, LAMPREY, MUSSELS, AND NATIVE FISH.

1. CONDUCT SITE SURVEY TO ESTIMATE SALVAGE NUMBERS.
2. PRE-SELECT SITE(S) FOR RELEASE AND/OR MUSSEL BED RELOCATION.
3. SALVAGE OF BULL TROUT WILL NOT TAKE PLACE WHEN WATER TEMPERATURES EXCEED 15 DEGREES CELSIUS.
4. IF DRAWDOWN LESS THAN 48 HOURS, SALVAGE OF LAMPREY AND MUSSELS MAY NOT BE NECESSARY IF TEMPERATURES SUPPORT SURVIVAL IN SEDIMENTS.
5. SALVAGE MUSSELS BY HAND, LOCATING BY SNORKELING OR WADING.
6. SALVAGE LAMPREY BY ELECTROFISHING (SEE ELECTROFISHING FOR LARVAL LAMPREY SETTINGS AND LARVAL LAMPREY DRY SHOCKING SETTINGS).
7. SALVAGE BONY FISH AFTER LAMPREY WITH NETS OR ELECTROFISHING (SEE ELECTROFISHING FOR APPROPRIATE SETTINGS).
8. REGULARLY INSPECT DEWATERED SITE SINCE LAMPREY LIKELY TO EMERGE AFTER DEWATERING AND MUSSELS MAY BECOME VISIBLE.
9. MUSSELS MAY BE TRANSFERRED IN COOLERS.
10. MUSSELS WILL BE PLACED INDIVIDUALLY TO ENSURE ABILITY TO BURROW INTO NEW HABITAT.

3. ELECTROFISHING.

A. INITIAL SITE SURVEY AND INITIAL SETTINGS.

1. IDENTIFY SPAWNING ADULTS AND ACTIVE REDDS TO AVOID.
2. RECORD WATER TEMPERATURE. ELECTROFISHING WILL NOT OCCUR WHEN WATER TEMPERATURES ARE ABOVE 18 DEGREES CELSIUS.
3. IF POSSIBLE, A BLOCK NET WILL BE PLACED DOWNSTREAM AND CHECKED REGULARLY TO CAPTURE STUNNED FISH THAT DRIFT DOWNSTREAM.
4. INITIAL SETTINGS WILL BE 100 VOLTS, PULSE WIDTH OF 500 MICRO SECONDS, AND PULSE RATE OF 30 HERTZ.
5. RECORDS FOR CONDUCTIVITY, WATER TEMPERATURE, AIR TEMPERATURE, ELECTROFISHING SETTINGS, ELECTROFISHER MODEL, ELECTROFISHER CALIBRATION, FISH CONDITIONS, FISH MORTALITIES, AND TOTAL CAPTURE RATES WILL BE INCLUDED IN THE SALVAGE LOG BOOK.

B. ELECTROFISHING TECHNIQUE.

1. SAMPLING WILL BEGIN USING STRAIGHT DC. POWER WILL REMAIN ON UNTIL THE FISH IS NETTED WHEN USING STRAIGHT DC. GRADUALLY INCREASE VOLTAGE WHILE REMAINING BELOW MAXIMUM LEVELS.
2. MAXIMUM VOLTAGE WILL BE 1100 VOLTS WHEN CONDUCTIVITY IS <100 MILLISECONDS, 800 VOLTS WHEN CONDUCTIVITY IS BETWEEN 100 AND 300 MILLISECONDS, AND 400 VOLTS WHEN CONDUCTIVITY IS >300 MILLISECONDS.
3. IF FISH CAPTURE IS NOT SUCCESSFUL USING STRAIGHT DC, THE ELECTROFISHER WILL BE SET TO INITIAL VOLTAGE FOR PDC. VOLTAGE, PULSE WIDTH, AND PULSE FREQUENCY WILL BE GRADUALLY INCREASED WITHIN MAXIMUM VALUES UNTIL CAPTURE IS SUCCESSFUL.
4. MAXIMUM PULSE WIDTH IS 5 MILLISECONDS. MAXIMUM PULSE RATE IS 70 HERTZ
5. ELECTROFISHING WILL NOT OCCUR IN ONE AREA FOR AN EXTENDED PERIOD.
6. THE ANODE WILL NOT INTENTIONALLY COME INTO CONTACT WITH FISH. THE ZONE FOR POTENTIAL INJURY OF 0.5 M FROM THE ANODE WILL BE AVOIDED.
7. SETTINGS WILL BE LOWERED IN SHALLOWER WATER SINCE VOLTAGE GRADIENTS LIKELY TO INCREASE.
8. ELECTROFISHING WILL NOT OCCUR IN TURBID WATER WHERE VISIBILITY IS POOR (I.E. UNABLE TO SEE THE BED OF THE STREAM).
9. OPERATIONS WILL IMMEDIATELY STOP IF MORTALITY OR OBVIOUS FISH INJURY IS OBSERVED. ELECTROFISHING SETTINGS WILL BE REEVALUATED.

C. SAMPLE PROCESSING.

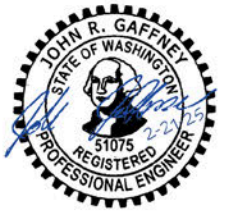
1. FISH SHALL BE SORTED BY SIZE TO AVOID PREDATION DURING CONTAINMENT.
2. SAMPLERS WILL REGULARLY CHECK CONDITIONS OF FISH HOLDING CONTAINERS, AIR PUMPS, WATER TRANSFERS, ETC.
3. FISH WILL BE OBSERVED FOR GENERAL CONDITIONS AND INJURIES
4. EACH FISH WILL BE COMPLETELY REVIVED BEFORE RELEASE. ESA-LISTED SPECIES WILL BE PRIORITIZED FOR SUCCESSFUL RELEASE.

D. BULL TROUT ELECTROFISHING.

1. ELECTROFISHING FOR BULL TROUT WILL ONLY OCCUR FROM MAY 1 TO JULY 31. NO ELECTROFISHING WILL OCCUR IN ANY BULL TROUT OCCUPIED HABITAT AFTER AUGUST 15. IN FMO HABITATS ELECTROFISHING MAY OCCUR ANY TIME.
2. ELECTROFISHING OF BULL TROUT WILL NOT OCCUR WHEN WATER TEMPERATURES EXCEED 15 DEGREES CELSIUS.

E. LARVAL LAMPREY ELECTROFISHING.

1. PERMISSION FROM EC LEAD WILL BE OBTAINED IF LARVAL LAMPREY ELECTROFISHER IS NOT ONE OF FOLLOWING PRE-APPROVED MODELS: ABP-2 "WISCONSIN", SMITH-ROOT LR-24, OR SMITH-ROOT APEX BACKPACK.
2. LARVAL LAMPREY SAMPLING WILL INCORPORATE 2-STAGE METHOD: "TICKLE" AND "STUN".
3. FIRST STAGE: USE 125 VOLT DC WITH A 25 PERCENT DUTY CYCLE APPLIED AT A SLOW RATE OF 3 PULSES PER SECOND. IF TEMPERATURES ARE BELOW 10 DEGREES CELSIUS, VOLTAGE MAY BE INCREASED GRADUALLY (NOT TO EXCEED 200 VOLTS). BURSTED PULSES (THREE SLOW AND ONE SKIPPED) RECOMMENDED TO INCREASE EMERGENCE.
4. SECOND STAGE (OPTIONAL FOR EXPERIENCED NETTERS): IMMEDIATELY AFTER LAMPREY EMERGE, USE A FAST PULSE SETTING OF 30 PULSES PER SECOND.
5. USE DIP NETS FOR VISIBLE LAMPREY. SIENES AND FINE MESH NET SWEEPS MAY BE USED IN POOR VISIBILITY.



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JG — APPROVED | FEBRUARY, 2025 — DATE | — PROJECT

CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
TÚUŠI WÁNA FLOODPLAIN ENHANCEMENT
PHASE 1 FINAL DESIGN

inter·fluve
501 Portway Avenue, Suite 101
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www.interfluve.com

HIP GENERAL CONSERVATION MEASURES (2 OF 3)

SHEET 4 OF 29

WORK AREA ISOLATION AND FISH SALVAGE (CONTINUED).

6. SAMPLING WILL OCCUR SLOWLY (>50 SECONDS PER METER) STARTING AT UPSTREAM AND WORKING DOWNSTREAM.

7. MULTIPLE SWEEPS TO OCCUR WITH 15 MINUTES BETWEEN SWEEPS.

8. POST-DRAWDOWN "DRY-SHOCKING" WILL BE APPLIED IF LARVAL LAMPREY CONTINUE TO EMERGE. ANODES TO BE PLACED ONE METER APART TO SAMPLE ONE SQUARE METER AT A TIME FOR AT LEAST 60 SECONDS. FOR TEMPERATURES LESS THAN 10 DEGREES CELSIUS, MAXIMUM VOLTAGE MAY BE GRADUALLY INCREASED TO 400 VOLTS (DRY-SHOCKING ONLY).

4. DEWATERING.

A. DEWATERING WILL OCCUR AT A RATE SLOW ENOUGH TO ALLOW SPECIES TO NATURALLY MIGRATE OUT OF THE WORK AREA.

B. WHERE A GRAVITY FEED DIVERSION IS NOT POSSIBLE, A PUMP MAY BE USED. PUMPS WILL BE INSTALLED TO AVOID REPETIVE DEWATERING AND REWATERING.

C. WHEN FISH ARE PRESENT, PUMPS WILL BE SCREENED IN ACCORDANCE WITH NMFS FISH SCREEN CRITERIA. NMFS ENGINEERING REVIEW AND APPROVAL WILL BE OBTAINED FOR PUMPS EXCEEDING 3 CUBIC FEET PER SECOND.

D. DISSIPATION OF FLOW ENERGY AT THE BYPASS OUTFLOW WILL BE PROVIDED TO PREVENT DAMAGE TO THE STREAM CHANNEL AND RIPARIAN VEGETATION.

E. SEEPAGE WATER WILL BE PUMPED TO A TEMPORARY STORAGE AND TREATMENT SITE OF INTO UPLAND AREAS TO ALLOW WATER TO PERCOLATE THROUGH SOIL AND VEGETATION PRIOR TO REENTERING THE STREAM CHANNEL.

CONSTRUCTION AND POST CONSTRUCTION CONSERVATION MEASURES.

1. FISH PASSAGE.

A. FISH PASSAGE WILL BE PROVIDED FOR ADULT AND JUVENILE FISH LIKELY TO BE PRESENT DURING CONSTRUCTION UNLESS PASSAGE DID NOT EXIST BEFORE CONSTRUCTION, THE STREAM IS NATURALLY IMPASSABLE, OR PASSAGE WILL NEGATIVELY IMPACT ESA-LISTED SPECIES OR THEIR HABITAT.

B. FISH PASSAGE ALTERNATIVES WILL BE APPROVED BY THE BPA EC LEAD UNDER ADVISEMENT BY THE NMFS HABITAT BIOLOGIST.

2. CONSTRUCTION AND DISCHARGE WATER.

A. SURFACE WATER MAY BE DIVERTED TO MEET CONSTRUCTION NEEDS ONLY IF DEVELOPED SOURCES ARE UNAVAILABLE OR INADEQUATE.

B. DIVERSIONS WILL NOT EXCEED 10% OF THE AVAILABLE FLOW.

C. CONSTRUCTION DISCHARGE WATER WILL BE COLLECTED AND TREATED TO REMOVE DEBRIS, NUTRIENTS, SEDIMENT, PETROLEUM HYDROCARBONS, METALS, AND OTHER POLLUTANTS.

3. TIME AND EXTENT OF DISTURBANCE.

A. EARTHWORK REQUIRING IN-STREAM MECHANIZED EQUIPMENT (INCLUDING DRILLING, EXCAVATION, DREDGING, FILLING, AND COMPACTING) WILL BE COMPLETED AS QUICKLY AS POSSIBLE.

B. MECHANIZED EQUIPMENT WILL WORK FROM TOP OF BANK UNLESS WORK FROM ANOTHER LOCATION WILL RESULT IN LESS HABITAT DISTURBANCE (TURBIDITY, VEGETATION DISTURBANCE, ETC.).

4. CESSATION OF WORK.

A. PROJECT OPERATIONS WILL CEASE WHEN HIGH FLOW CONDITIONS MAY RESULT IN INUNDATION OF THE PROJECT AREA (FLOOD EFFORTS TO DECREASE DAMAGES TO NATURAL RESOURCES PERMITTED).

B. WATER QUALITY LEVELS EXCEEDED. SEE CWA SECTION 401 WATER QUALITY CERTIFICATION AND TURBIDITY MEASURES.

5. SITE RESTORATION.

A. DISTURBED AREAS, STREAM BANKS, SOILS, AND VEGETATION WILL BE CLEANED UP AND RESTORED TO IMPROVED OR PRE-PROJECT CONDITIONS.

B. PROJECT-RELATED WASTE WILL BE REMOVED.

C. TEMPORARY ACCESS ROADS AND STAGING WILL BE DECOMPACTED AND RESTORED. SOILS WILL BE LOOSENED IF NEEDED FOR REVEGETATION OR WATER INFILTRATION.

D. THE PROJECT SPONSOR WILL RETAIN THE RIGHT OF REASONABLE ACCESS TO THE SITE TO MONITOR AND MAINTAIN THE SITE OVER THE LIFE OF THE PROJECT.

6. REVEGETATION.

A. PLANTING AND SEEDING WILL OCCUR PRIOR TO OR AT THE BEGINNING OF THE FIRST GROWING SEASON AFTER CONSTRUCTION.

B. A MIX OF NATIVE SPECIES (INVASIVE SPECIES NOT ALLOWED) APPROPRIATE TO THE SITE WILL BE USED TO REESTABLISH VEGETATION, PROVIDE SHADE, AND REDUCE EROSION. REESTABLISHED VEGETATION SHOULD BE AT LEAST 70% OF PRE-PROJECT CONDITIONS WITHIN THREE YEARS.

C. VEGETATION SUCH AS WILLOWS, SEDGES, OR RUSH MATS WILL BE SALVAGED FROM DISTURBED OR ABANDONED AREAS TO BE REPLANTED.

D. SHORT-TERM STABILIZATION MEASURE MAY INCLUDE THE USE OF NON-NATIVE STERILE SEED MIX (WHEN NATIVE NOT AVAILABLE), WEED-FREE CERTIFIED STRAW, OR OTHER SIMILAR TECHNIQUES.

E. SURFACE FERTILIZER WILL NOT BE APPLIED WITHIN 50 FEET OF ANY STREAM, WATE BODY, OR WETLAND.

F. FENCING WILL BE INSTALLED AS NECESSARY TO PREVENT ACCESS TO REVEGETATED SITES BY LIVESTOCK OR UNAUTHORIZED PERSONS.

G. INVASIVE PLANTS WILL BE REMOVED OR CONTROLLED UNTIL NATIVE PLANT SPECIES ARE WELL ESTABLISHED (TYPICALLY THREE YEARS POST-CONSTRUCTION).

7. SITE ACCESS AND IMPLEMENTATION MONITORING.

A. THE PROJECT SPONSOR WILL PROVIDE CONSTRUCTION MONITORING DURING IMPLEMENTATION TO ENSURE ALL CONSERVATION MEASURES ARE ADEQUATELY FOLLOWED, EFFECTS TO LISTED SPECIES ARE NOT GREATER THAN PREDICTED, AND INCIDENTAL TAKE LIMITATIONS ARE NOT EXCEEDED.

B. THE PROJECT SPONSOR OR DESIGNATED REPRESENTATIVE WILL SUBMIT THE PROJECT COMPLETION FORM (PCF) WITHIN 30 DAYS OF PROJECT COMPLETION.

8. CWA SECTION 401 WATER QUALITY CERTIFICATION.

A. THE PROJECT SPONSOR OR DESIGNATED REPRESENTATIVE WILL COMPLETE AND RECORD WATER QUALITY OBSERVATIONS (SEE TURBIDITY MONITORING) TO ENSURE IN-WATER WORK IS NOT DEGRADING WATER QUALITY.

B. DURING CONSTRUCTION, WATER QUALITY PROVISIONS PROVIDED BY THE OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY, WASHINGTON DEPARTMENT OF ECOLOGY, IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY WILL BE FOLLOWED.

STAGED REWATERING PLAN.

A. WHEN REINTRODUCING WATER TO DEWATERED AREAS AND NEWLY CONSTRUCTED CHANNELS, A STAGED REWATERING PLAN WILL BE APPLIED.

B. THE FOLLOWING WILL BE APPLIED TO ALL REWATERING EFFORTS. COMPLEX REWATERING EFFORTS MAY REQUIRE ADDITIONAL NOTES OR A DEDICATED SHEET IN THE CONSTRUCTION DETAILS.

1. TURBIDITY MONITORING PROTOCOL WILL BE APPLIED TO REWATERING EFFORTS.

2. PRE-WASH THE AREA BEFORE REWATERING. TURBID WASH WATER WILL BE DETAINED AND PUMPED TO THE FLOODPLAIN OR SEDIMENT CAPTURE AREAS RATHER THAN DISCHARGING TO FISH-BEARING STREAMS.

3. INSTALL SEINE NETS AT UPSTREAM END TO PREVENT FISH FROM MOVING DOWNSTREAM UNTIL 2/3 OF TOTAL FLOW IS RESTORED TO THE CHANNEL.

4. STARTING IN EARLY MORNING INTRODUCE 1/3 OF NEW CHANNEL FLOW OVER PERIOD OF 1-2 HOURS.

5. INTRODUCE SECOND THIRD OF FLOW OVER NEXT 1 TO 2 HOURS AND BEGIN FISH SALVAGE OF BYPASS CHANNEL IF FISH ARE PRESENT.

6. REMOVE UPSTREAM SEINE NETS ONCE 2/3 FLOW IN REWATERED CHANNEL AND DOWNSTREAM TURBIDITY IS WITHIN ACCEPTABLE RANGE (LESS THAN 40 NTU OR LESS THAN 10% BACKGROUND).

7. INTRODUCE FINAL THIRD OF FLOW ONCE FISH SALVAGE EFFORTS ARE COMPLETE AND DOWNSTREAM TURBIDITY VERIFIED TO BE WITHIN ACCEPTABLE RANGE.

8. INSTALL PLUG TO BLOCK FLOW INTO OLD CHANNEL OR BYPASS. REMOVE ANY REMAINING SEINE NETS.

9. IN LAMPREY SYSTEMS, LAMPREY SALVAGE AND DRY SHOCKING MAY BE NECESSARY.

TURBIDITY MONITORING.

A. RECORD THE READING, LOCATION, AND TIME FOR THE BACKGROUND READING APPROXIMATELY 100 FEET UPSTREAM OF THE PROJECT AREA USING A RECENTLY CALIBRATED TURBIDIMETER OR VIA VISUAL OBSERVATION (SEE THE HIP HANDBOOK TURBIDITY MONITORING SECTION FOR A VISUAL OBSERVATION KEY).

B. RECORD THE TURBIDITY READING, LOCATION, AND TIME AT THE MEASUREMENT COMPLIANCE LOCATION POINT.

1. 50 FEET DOWNSTREAM FOR STREAMS LESS THAN 30 FEET WIDE.
2. 100 FEET DOWNSTREAM FOR STREAMS BETWEEN 30 AND 100 FEET WIDE.
3. 200 FEET DOWNSTREAM FOR STREAMS GREATER THAN 100 FEET WIDE.
4. 300 FEET FROM THE DISCHARGE POINT OR NONPOINT SOURCE FOR LOCATIONS SUBJECT TO TIDAL OR COASTAL SCOUR.

C. TURBIDITY SHALL BE MEASURED (BACKGROUND LOCATION AND COMPLIANCE POINTS) EVERY 4 HOURS WHILE WORK IS BEING IMPLEMENTED.

D. IF THERE IS A VISIBLE DIFFERENCE BETWEEN A COMPLIANCE POINT AND THE BACKGROUND, THE EXCEEDANCE WILL BE NOTED IN THE PROJECT COMPLETION FORM (PCF). ADJUSTMENTS OR CORRECTIVE MEASURES WILL BE TAKEN IN ORDER TO REDUCE TURBIDITY.

E. IF EXCEEDANCES OCCUR FOR MORE THAN TWO CONSECUTIVE MONITORING INTERVALS (AFTER 8 HOURS), THE ACTIVITY WILL STOP UNTIL THE TURBIDITY LEVEL RETURNS TO BACKGROUND. THE BPA EC LEAD WILL BE NOTIFIED OF ALL EXCEEDANCES AND CORRECTIVE ACTIONS AT PROJECT COMPLETION.

F. IF TURBIDITY CONTROLS (COFFER DAMS, WADDLES, FENCING, ETC.) ARE DETERMINED INEFFECTIVE, CREWS WILL BE MOBILIZED TO MODIFY AS NECESSARY. OCCURRENCES WILL BE DOCUMENTED IN THE PROJECT COMPLETION FORM (PCF).

G. FINAL TURBIDITY READINGS, EXCEEDANCES, AND CONTROL FAILURES WILL BE SUBMITTED TO THE BPA EC LEAD USING THE PROJECT COMPLETION FORM (PCF).

JOHN R. GAFFNEY
STATE OF WASHINGTON
51075
REGISTERED
PROFESSIONAL ENGINEER
2-27-25

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SP, NS, BB (DRAWN) | JB, JG, EA (DESIGNED) | JG, EA (CHECKED)
JG (APPROVED) | FEBRUARY, 2025 (DATE) | (PROJECT)

CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
TÚUŠI WÁNA FLOODPLAIN ENHANCEMENT
PHASE 1 FINAL DESIGN

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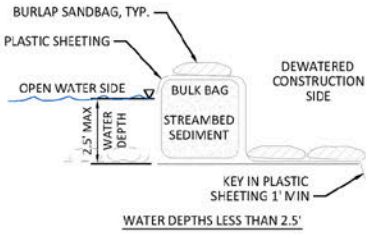
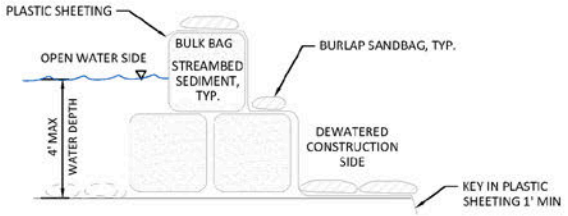
HIP GENERAL CONSERVATION MEASURES (3 OF 3)

SHEET
5 OF 29



WATER DEPTHS LESS THAN 2.5'



WATER DEPTHS GREATER THAN 2.5'

I/6 TYPICAL DETAIL - COFFERDAM

NOT TO SCALE

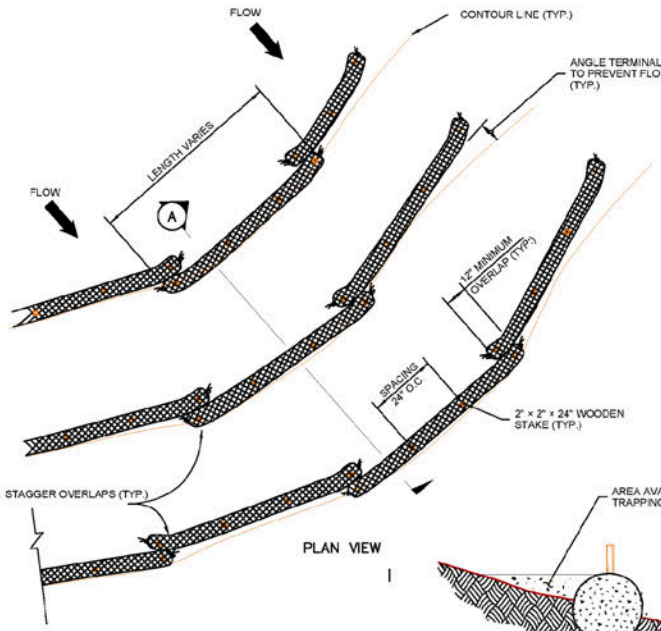
BULK BAG NOTES:

1. BULK BAG COFFERDAM SHALL BE CONSTRUCTED OF SEVERAL UNITS OF BULK BAGS ABUTTED SIDE BY SIDE TO CREATE A ROW THAT ISOLATES THE CONSTRUCTION SITE.
2. BULK BAGS SHALL MEET THE REQUIREMENTS OF 8-31.3(2)
3. BULK BAGS SHALL BE FILLED WITH STREAMBED SEDIMENT PER THE REQUIREMENTS 8-31.3(2)
4. IF WATER DEPTH EXCEEDS 85% OF THE BULK BAG HEIGHT, AN ADDITIONAL TOP ROW OF BULK BAGS SHALL BE INSTALLED, SUPPORTED BY TWO BOTTOM ROWS OF BULK BAGS.
5. BULK BAG COFFERDAM SHALL BE SEALED BY COVERING THE COFFERDAM WITH PLASTIC SHEETING HELD IN PLACE BY BURLAP SANDBAGS.

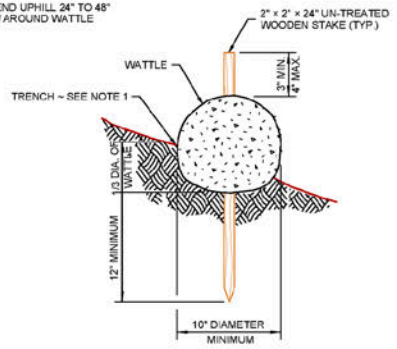
5A) THE PLASTIC SHEETING SHALL BE DRAPED ALONG THE CHANNEL BOTTOM ON THE CONSTRUCTION SIDE AS SHOWN.

5B) THE PLASTIC SHEETING MAY EXTEND OUT FROM THE OPEN WATER SIDE NO MORE THAN 4 FEET ONLY AS ALLOWED BY THE PROJECT PERMITS AND ONLY FOLLOWING AQUATIC SPECIES SALVAGE IN THE AREA TO BE COVERED WITH PLASTIC SHEETING.

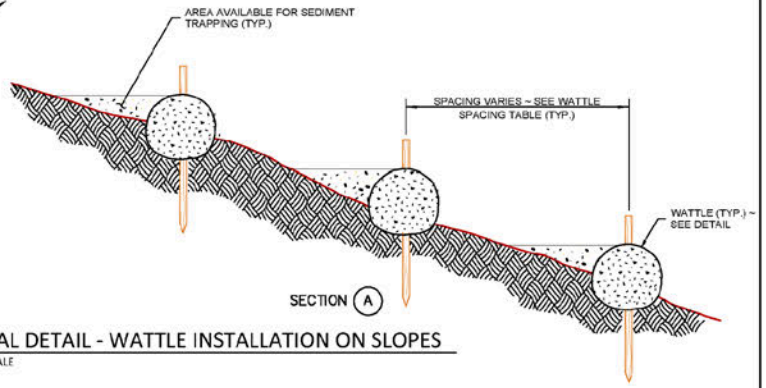
6. BURLAP SANDBAGS SHALL BE FILLED WITH PEA GRAVEL (PER WSDOT 9-03.12(4) GRAVEL BACKFILL FOR DRAINS).
7. PLASTIC SHEETING SHALL MEET THE REQUIREMENTS OF 8-31.3(1)
8. THE TERMINAL ENDS OF THE COFFERDAM, WHERE IT CONNECTS TO CHANNEL BANK OR HIGH GROUND, SHALL BE SEALED WITH PLASTIC SHEETING AND BURLAP SANDBAGS.
9. THE CONSTRUCTION SIDE EDGE OF PLASTIC SHEETING SHALL BE TOED INTO THE CHANNEL BED MINIMUM 1-FT.
10. REGULARLY OBSERVE COFFERDAM AND WATERWAY FOR TURBIDITY LEAKS. IF LEAKS ARE DETECTED, CEASE CONSTRUCTION ACTIVITY TO REPAIR OR MODIFY COFFERDAM.
11. COFFERDAM SHALL BE COMPLETELY REMOVED AFTER CONSTRUCTION IS COMPLETED AND WHEN THERE IS NO VISUAL DIFFERENCE IN TURBIDITY BETWEEN THE ISOLATED CONSTRUCTION WATER AND BACKGROUND LEVEL IN THE RECEIVING WATER.
12. BULK BAG FILL AND SANDBAG FILL SHALL BE REMOVED FROM THE WATERWAY.
13. ALTERNATE COFFERDAM MATERIALS AND CONFIGURATIONS MAY BE ALLOWED, BUT SHALL NOT BE IMPLEMENTED WITHOUT REVIEW AND APPROVAL BY THE ENGINEER AND OWNER. CONTRACTOR SHALL PROVIDE SHOP DRAWINGS AND/OR VENDOR CUT SHEETS FOR SUBSTITUTIONS.



PLAN VIEW



WATTLE DETAIL



10-12" DIAMETER WATTLE SPACING TABLE	
SLOPE	MAXIMUM SPACING
-	-
2H : 1V	5' - 0"
3H : 1V	10' - 0"
4H : 1V	15' - 0"

II/6 TYPICAL DETAIL - WATTLE INSTALLATION ON SLOPES

NOT TO SCALE

NOTES

1. WATTLES SHALL BE IN ACCORDANCE WITH WSDOT STANDARD SPECIFICATION 9-14.6(5). INSTALL WATTLES ALONG CONTOURS. PERMANENT INSTALLATION SHALL BE IN ACCORDANCE WITH WSDOT STANDARD SPECIFICATION 8-01.3(10).
2. SECURELY KNOT EACH END OF WATTLE. OVERLAP ADJACENT WATTLE ENDS 12" BEHIND ONE ANOTHER AND SECURELY TIE TOGETHER.
3. COMPACT EXCAVATED SOIL AND TRENCHES TO PREVENT UNDERCUTTING. ADDITIONAL STAKING MAY BE NECESSARY TO PREVENT UNDERCUTTING.
4. INSTALL WATTLE PERPENDICULAR TO FLOW ALONG CONTOURS.
5. WATTLES SHALL BE INSPECTED REGULARLY, AND IMMEDIATELY AFTER A RAINFALL PRODUCES RUNOFF, TO ENSURE THEY REMAIN THOROUGHLY ENTRENCHED AND IN CONTACT WITH THE SOIL.
6. PERFORM MAINTENANCE IN ACCORDANCE WITH WSDOT STANDARD SPECIFICATION 8-01.3(15).

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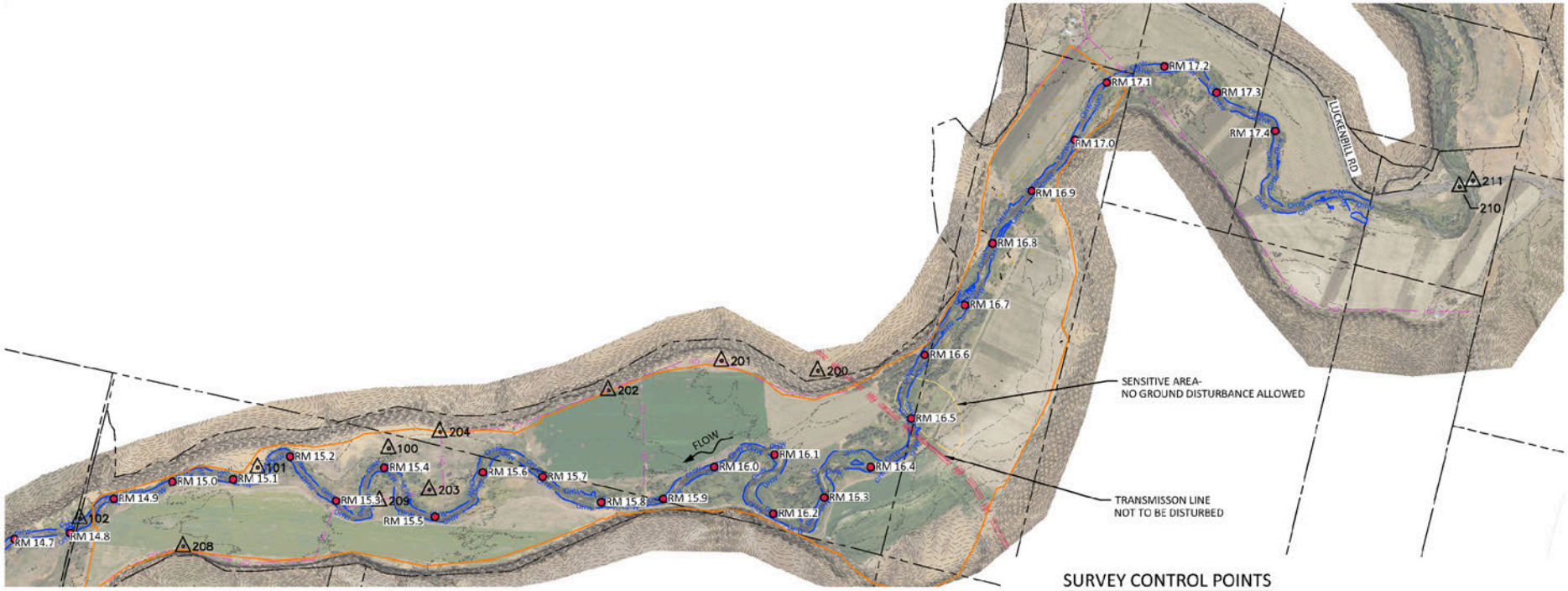
EROSION CONTROL DETAILS

SHEET 6 OF 29



PLAN VIEW

SURVEY CONTROL POINTS

POINT NUMBER	EASTING	NORTHING	ELEVATION	DESCRIPTION
100	2117364.82	324966.38	693.59	REBAR
101	2116145.36	324441.79	693.00	REBAR
102	2114554.28	323487.02	682.77	REBAR
200	2121321.87	326832.10	853.82	REBAR
201	2120362.15	326677.57	708.85	REBAR
202	2119342.81	326101.04	703.31	REBAR
203	2117865.02	324670.97	693.23	REBAR
204	2117819.70	325260.39	699.81	REBAR
205	2112177.75	321225.05	692.16	NAIL
206	2111946.71	320896.85	684.69	CP DKSK I4BRB
207	2112326.99	320778.29	695.31	NAIL
208	2115627.15	323485.66	684.12	REBAR
209	2117412.02	324436.06	691.74	NAIL
210	2127060.80	330281.80	742.09	CP 210 DKSK
211	2127178.36	330372.09	744.66	NAIL

LEGEND

- EXISTING CONTOURS (5 FT)
- TAXLOTS
- ORDINARY HIGH WATER
- TÚUŠI WÁNA (TOUCHET RIVER) ALIGNMENT
- RM XX — RIVER MILE
- PLANNING LEVEL CONSERVATION EASEMENT
- OVERHEAD POWER LINES
- SENSITIVE AREA- NO GROUND DISTURBANCE ALLOWED
- SURVEY CONTROL POINT

0 1000 2000
SCALE IN FEET

JOHN R. GAFFNEY
STATE OF WASHINGTON
51075
REGISTERED
PROFESSIONAL ENGINEER
2-24-25

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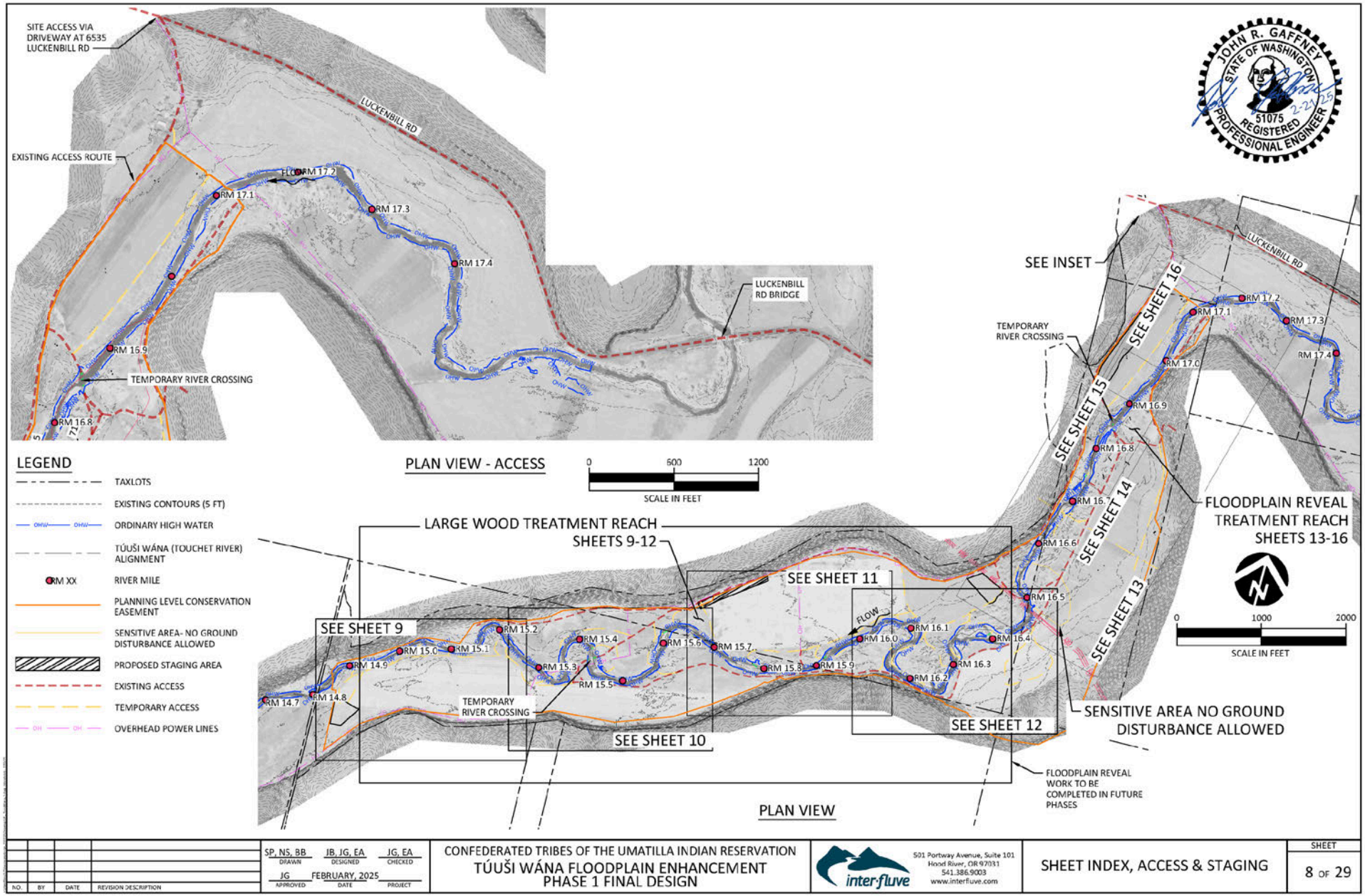
EXISTING CONDITIONS AND SURVEY CONTROL

SHEET 7 OF 29



JOHN R. GAFFNEY
STATE OF WASHINGTON
51075
REGISTERED
PROFESSIONAL ENGINEER
2-21-25

NO.	BY	DATE	REVISION DESCRIPTION

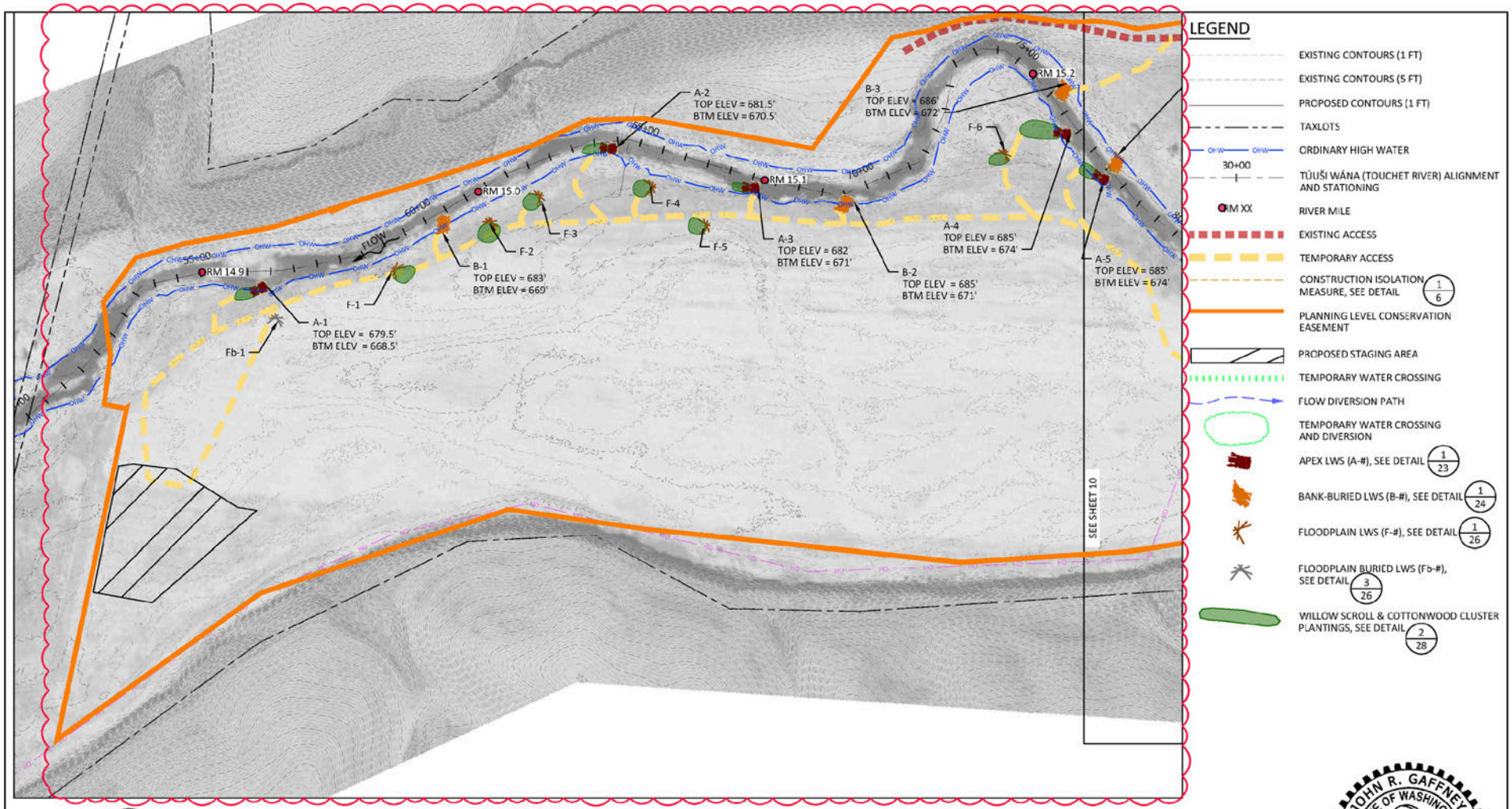
SP, NS, BB	JB, JG, EA	JG, EA
DRAWN	DESIGNED	CHECKED
JG	FEBRUARY, 2025	
APPROVED	DATE	PROJECT

CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
TÚUŠI WÁNA FLOODPLAIN ENHANCEMENT
PHASE 1 FINAL DESIGN

inter·fluve
501 Portway Avenue, Suite 101
Hood River, OR 97031
541.386.9003
www.interfluve.com

SHEET INDEX, ACCESS & STAGING

SHEET
8 OF 29



PLAN VIEW

N.I.C.

JOHN R. GAFFNEY STATE OF WASHINGTON 51075 REGISTERED PROFESSIONAL ENGINEER 2-27-25

NO.	BY	DATE	REVISION DESCRIPTION

SP, NS, BB (DRAWN) | JB, JG, EA (DESIGNED) | JG, EA (CHECKED)
JG (APPROVED) | FEBRUARY, 2025 (DATE) | (PROJECT)

CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
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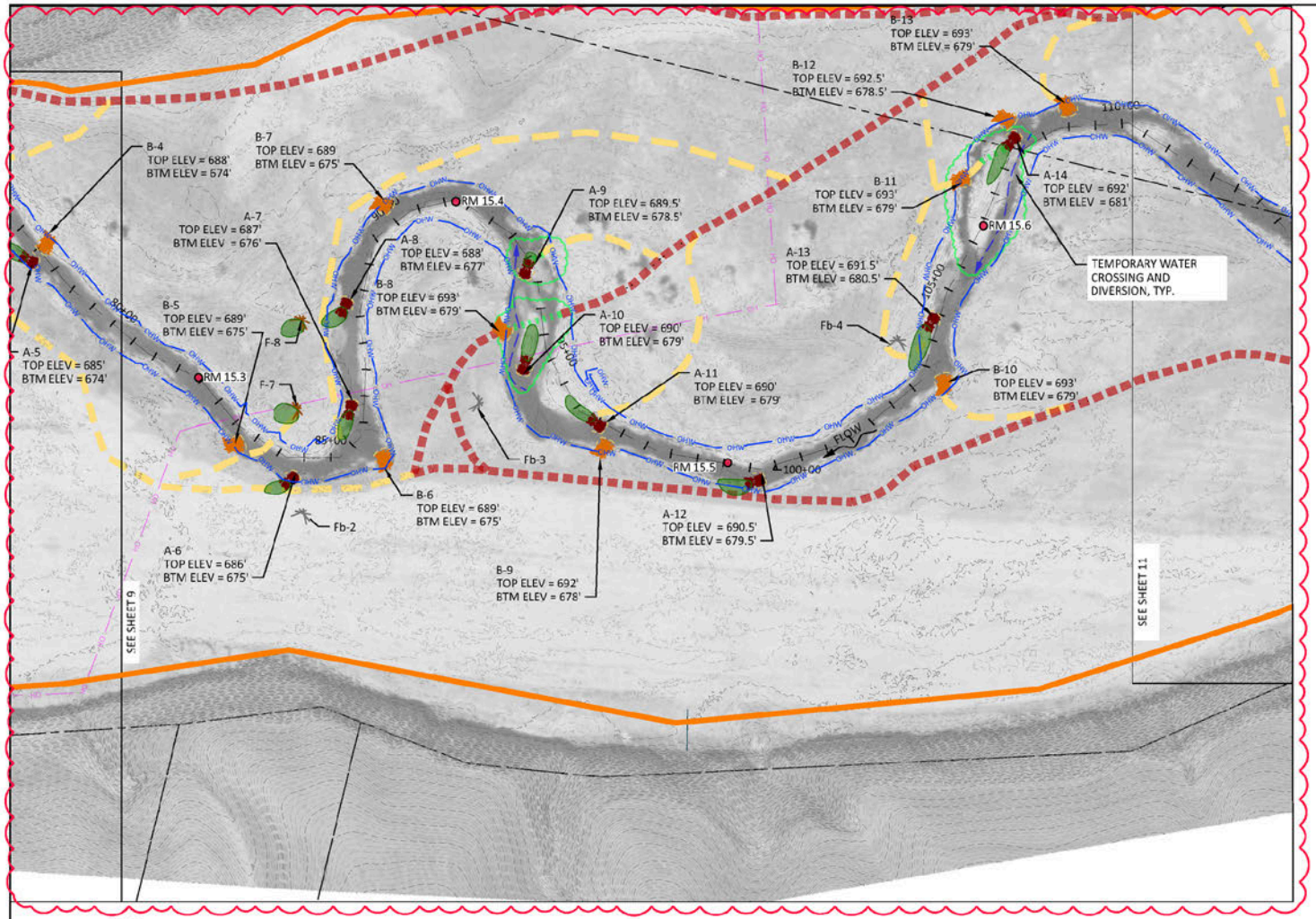
LARGE WOOD REACH PROPOSED CONDITIONS (1 OF 4)

SHEET 9 OF 29



LEGEND

- EXISTING CONTOURS (1 FT)
- EXISTING CONTOURS (5 FT)
- PROPOSED CONTOURS (1 FT)
- TAXLOTS
- ORDINARY HIGH WATER
- 30+00 TÚUŠI WÁNA (TOUCHET RIVER) ALIGNMENT AND STATIONING
- RM XX RIVER MILE
- EXISTING ACCESS
- TEMPORARY ACCESS
- CONSTRUCTION ISOLATION MEASURE, SEE DETAIL 1, SHEET 6
- PLANNING LEVEL CONSERVATION EASEMENT
- PROPOSED STAGING AREA
- TEMPORARY WATER CROSSING
- FLOW DIVERSION PATH
- TEMPORARY WATER CROSSING AND DIVERSION
- APEX LWS (A-#), SEE DETAIL 1/23
- BANK-BURIED LWS (B-#), SEE DETAIL 1/24
- FLOODPLAIN LWS (F-#), SEE DETAIL 1/25
- FLOODPLAIN BURIED LWS (Fb-#), SEE DETAIL 3/26
- WILLOW SCROLL & COTTONWOOD CLUSTER PLANTINGS, SEE DETAIL 2/28

PLAN VIEW

N.I.C.

0 200 400
SCALE IN FEET

JOHN R. GAFFNEY
STATE OF WASHINGTON
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2-27-25

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JG — APPROVED
FEBRUARY, 2025 — DATE

CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
TÚUŠI WÁNA FLOODPLAIN ENHANCEMENT
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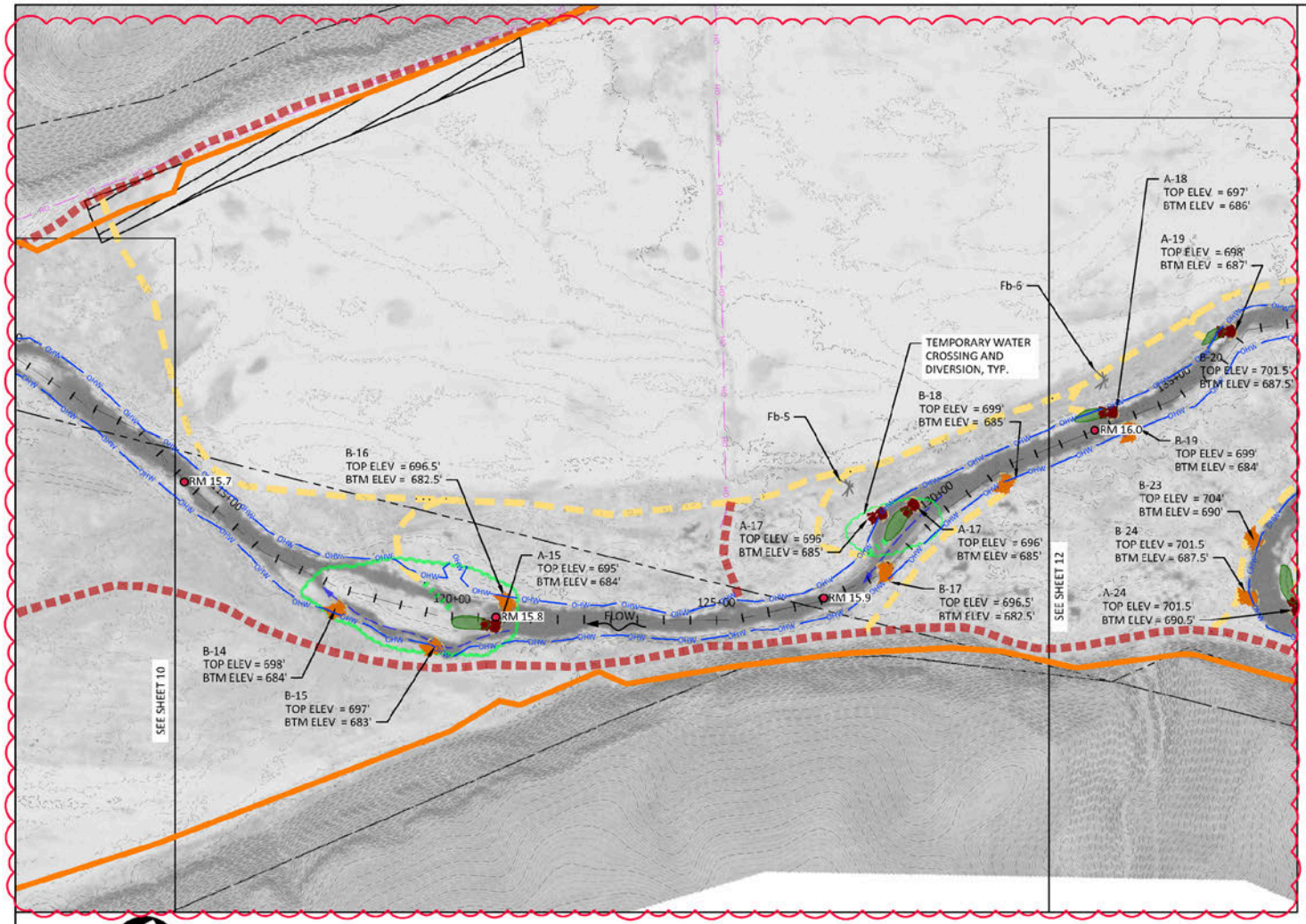
LARGE WOOD REACH PROPOSED CONDITIONS (2 OF 4)

SHEET
10 OF 29



PLAN VIEW

N.I.C.

LEGEND

- EXISTING CONTOURS (1 FT)
- EXISTING CONTOURS (5 FT)
- PROPOSED CONTOURS (1 FT)
- TAXLOTS
- ORDINARY HIGH WATER
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- RM XX RIVER MILE
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- TEMPORARY ACCESS
- CONSTRUCTION ISOLATION MEASURE, SEE DETAIL 1, SHEET 6
- PLANNING LEVEL CONSERVATION EASEMENT
- PROPOSED STAGING AREA
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- BANK-BURIED LWS (B-#), SEE DETAIL 1/26
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- WILLOW SCROLL & COTTONWOOD CLUSTER PLANTINGS, SEE DETAIL 2/28

JOHN R. GAFFNEY
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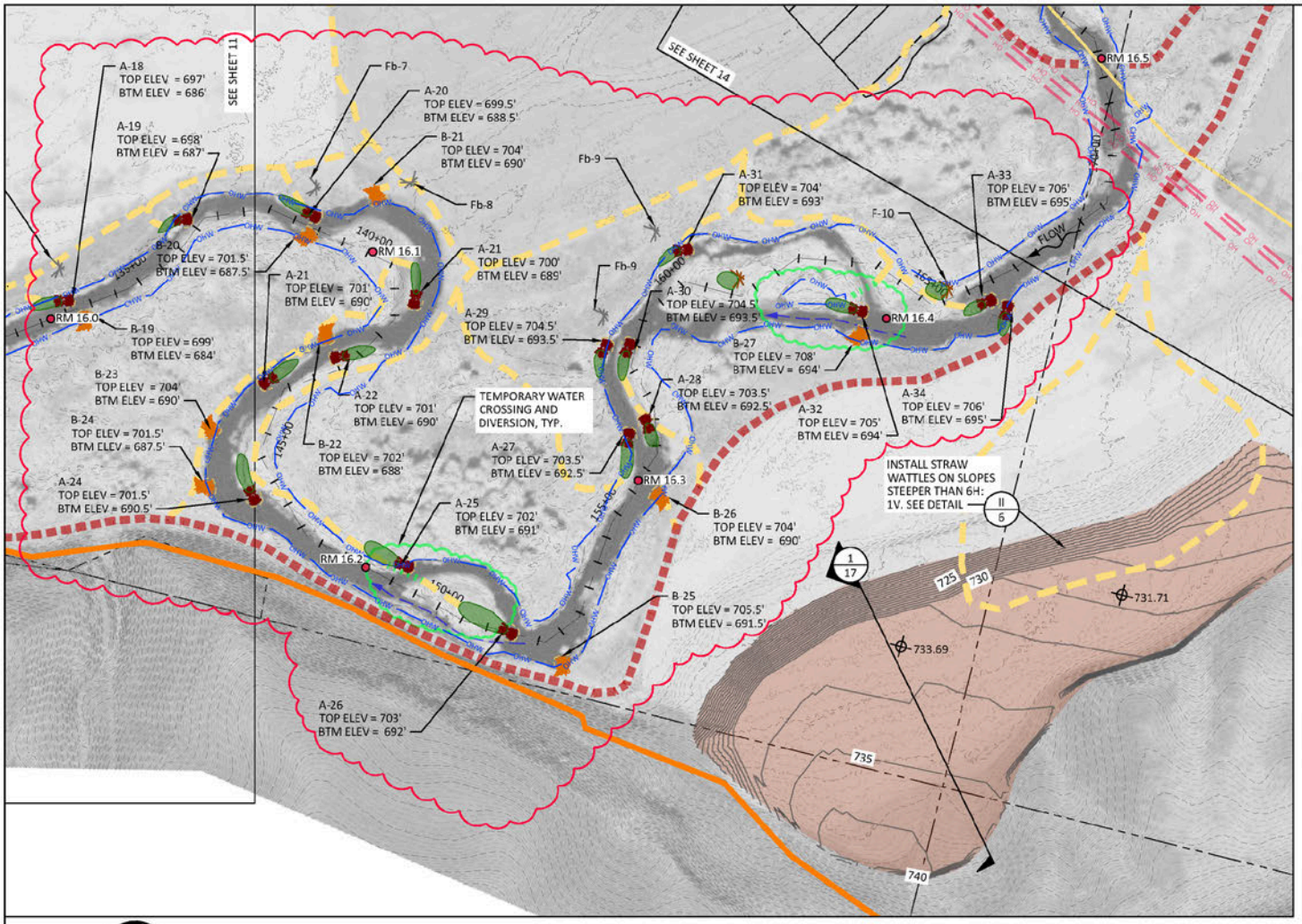
LARGE WOOD REACH PROPOSED CONDITIONS (3 OF 4)

SHEET 11 OF 29



LEGEND

- EXISTING CONTOURS (1 FT)
- EXISTING CONTOURS (5 FT)
- PROPOSED CONTOURS (1 FT)
- PROPOSED CONTOURS (5 FT)
- TAXLOTS
- ORDINARY HIGH WATER
- 30+00 TÚUŠI WÁNA (TOUCHET RIVER) ALIGNMENT AND STATIONING
- RM XX RIVER MILE
- EXISTING ACCESS
- TEMPORARY ACCESS
- CONSTRUCTION ISOLATION MEASURE, SEE DETAIL 1, SHEET 6
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- PROPOSED STAGING AREA
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- APEX LWS (A-#), SEE DETAIL 1/23
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- FLOODPLAIN BURIED LWS (Fb-#), SEE DETAIL 3/26
- WILLOW SCROLL & COTTONWOOD CLUSTER PLANTINGS, SEE DETAIL 2/28
- PROPOSED FILL AREAS
- 731.71 PROPOSED GRADE SPOT ELEVATION

PLAN VIEW

N.I.C.

0 100 400
SCALE IN FEET

JOHN R. GAFFNEY
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2-27-25

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JG — APPROVED
FEBRUARY, 2025 — DATE

CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
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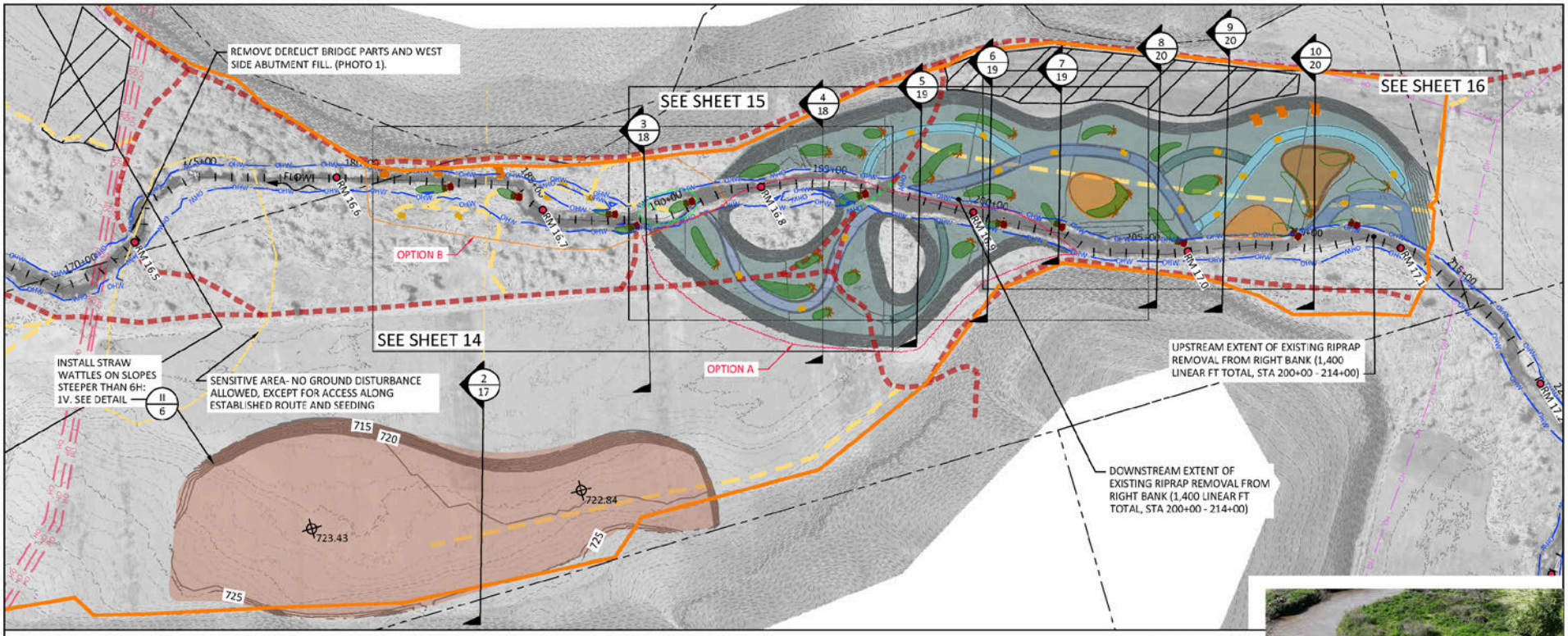
LARGE WOOD REACH PROPOSED CONDITIONS (4 OF 4)

SHEET 12 OF 29



PLAN VIEW

OPTION A

OPTION B

LEGEND

- EXISTING CONTOURS (1 FT)
- EXISTING CONTOURS (5 FT)
- PROPOSED CONTOURS (1 FT)
- PROPOSED CONTOURS (5 FT)
- TAXLOTS
- ORDINARY HIGH WATER
- 30+00 TÚUŠI WÁNA (TOUCHET RIVER) ALIGNMENT AND STATIONING
- RM XX RIVER MILE
- OVERHEAD POWER LINES
- PROPOSED STAGING AREA
- TEMPORARY RIVER CROSSING
- EXISTING ACCESS
- TEMPORARY ACCESS
- APEX LWS (A-#), SEE DETAIL 1/23
- BANK-BURIED LWS (B-#), SEE DETAIL 1/24
- FLOODPLAIN LWS (F-#), SEE DETAIL 1/25
- OFF-CHANNEL POST-ASSISTED LWS (P-#), SEE DETAIL 3/25
- WILLOW SCROLL/ CLUSTER PLANTINGS, SEE DETAIL 2/28
- PROPOSED CUT AREAS } FINISH WITH MICROTOPOGRAPHY, SEE DETAIL 1/22
- PROPOSED FILL AREAS }
- PROPOSED SCRIBE 1.5' DEPTH
- PROPOSED SCRIBE 1' DEPTH
- PROPOSED SCRIBE 0.5' DEPTH
- PROPOSED HUMMOCK 1' HEIGHT } FINISH WITH MICROTOPOGRAPHY, SEE DETAIL 1/22
- PROPOSED HUMMOCK 2' HEIGHT }
- CONSTRUCTION ISOLATION MEASURE SEE DETAIL 1, SHEET 6
- PLANNING LEVEL CONSERVATION EASEMENT
- SENSITIVE AREA-NO GROUND DISTURBANCE ALLOWED
- 731.71 PROPOSED GRADE SPOT ELEVATION

0 300 600
SCALE IN FEET

DERELICT BRIDGE DECK AND ABUTMENT TO BE REMOVED

PHOTO 1

JOHN R. GAFFNEY
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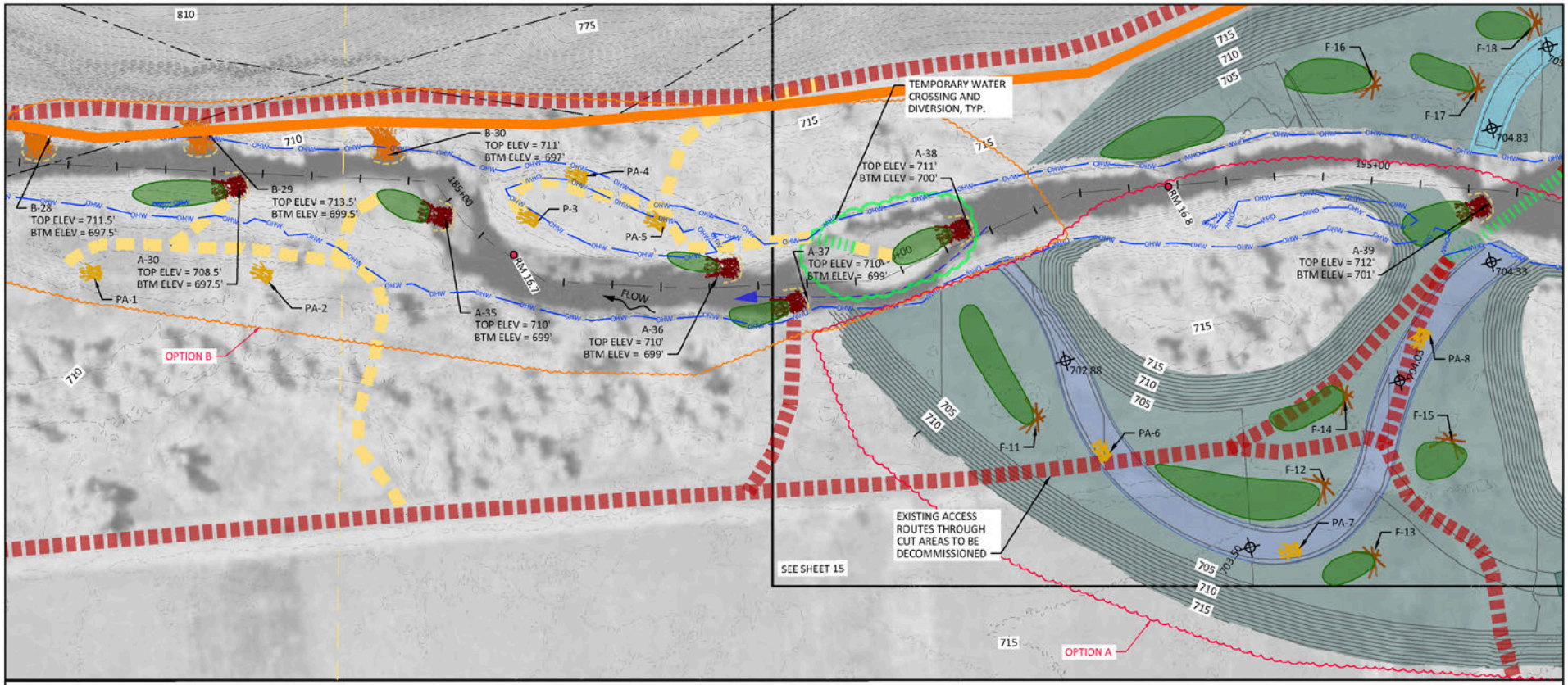
FLOODPLAIN REVEAL REACH SHEET INDEX

SHEET 13 OF 29



LEGEND

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- PROPOSED CONTOURS (1 FT)
- PROPOSED CONTOURS (5 FT)
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- OVERHEAD POWER LINES
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- TEMPORARY ACCESS
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- OFF-CHANNEL POST-ASSISTED LWS (P-#), SEE DETAIL 3/25
- WILLOW SCROLL/ CLUSTER PLANTINGS, SEE DETAIL 2/28

PLAN VIEW

- PROPOSED CUT AREAS } FINISH WITH MICROPTOPOGRAPHY, SEE DETAIL 1/22
- PROPOSED FILL AREAS }
- PROPOSED SCRIBE 1.5' DEPTH
- PROPOSED SCRIBE 1' DEPTH
- PROPOSED SCRIBE 0.5' DEPTH
- PROPOSED HUMMOCK 1' HEIGHT } FINISH WITH MICROPTOPOGRAPHY, SEE DETAIL 1/22
- PROPOSED HUMMOCK 2' HEIGHT }
- CONSTRUCTION ISOLATION MEASURE SEE DETAIL 1, SHEET 6
- PLANNING LEVEL CONSERVATION EASEMENT
- 731.71 PROPOSED GRADE SPOT ELEVATION
- TEMPORARY WATER CROSSING
- FLOW DIVERSION PATH
- TEMPORARY WATER CROSSING AND DIVERSION

OPTION A
OPTION B

0 100 200
SCALE IN FEET

JOHN R. GAFFNEY
STATE OF WASHINGTON
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2/27/25

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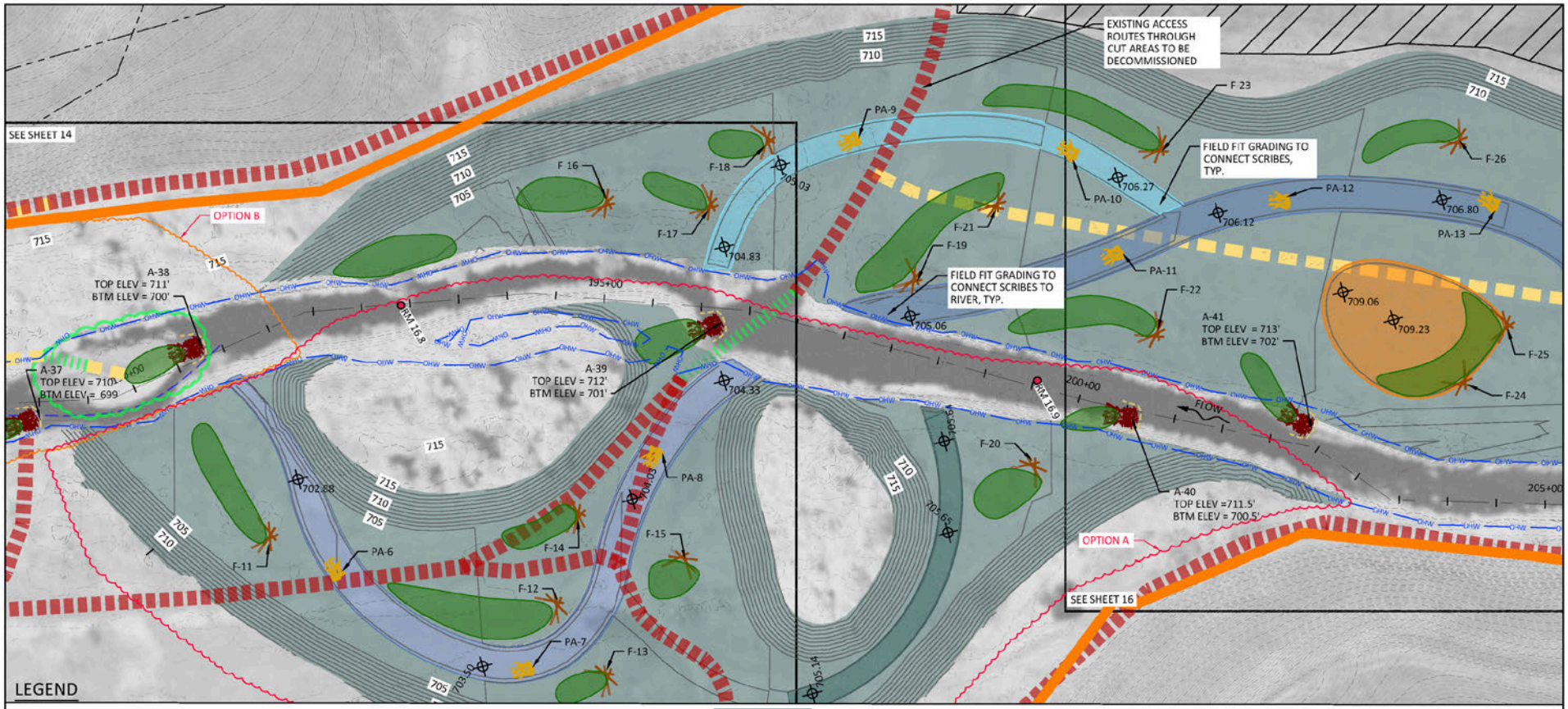
FP REVEAL REACH PROPOSED CONDITIONS (1 OF 3)

SHEET 14 OF 29



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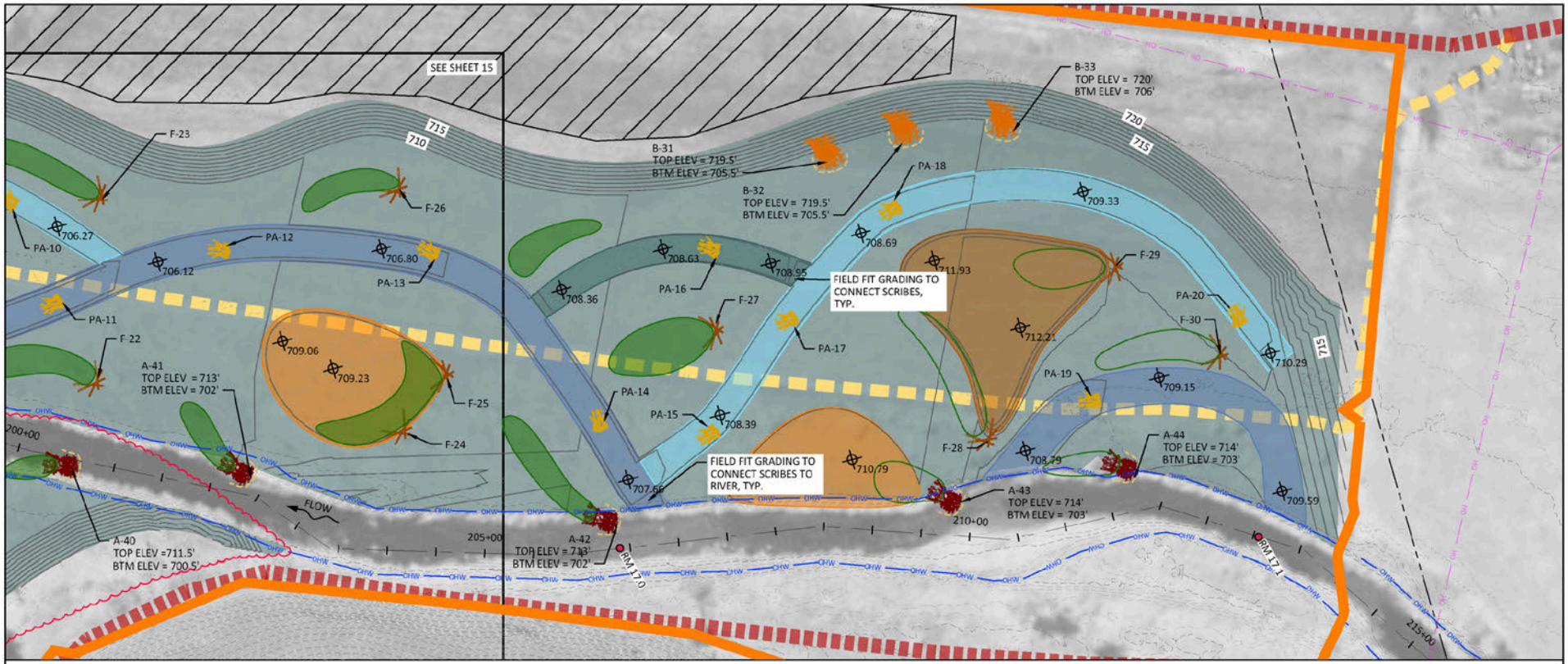
FP REVEAL REACH PROPOSED CONDITIONS (2 OF 3)

SHEET 15 OF 29



LEGEND

- EXISTING CONTOURS (1 FT)
- EXISTING CONTOURS (5 FT)
- PROPOSED CONTOURS (1 FT)
- PROPOSED CONTOURS (5 FT)
- TAXLOTS
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- 30+00 TÚUŠI WÁNA (TOUCHET RIVER) ALIGNMENT AND STATIONING
- RM XX RIVER MILE
- OVERHEAD POWER LINES
- PROPOSED STAGING AREA

0 100 200
SCALE IN FEET

PLAN VIEW

- TEMPORARY RIVER CROSSING
- EXISTING ACCESS
- TEMPORARY ACCESS
- APEX LWS (A-#), SEE DETAIL 1/23
- BANK-BURIED LWS (B-#), SEE DETAIL 1/24
- FLOODPLAIN LWS (F-#), SEE DETAIL 1/25
- OFF-CHANNEL POST-ASSISTED LWS (P-#), SEE DETAIL 3/25
- WILLOW SCROLL/ CLUSTER PLANTINGS, SEE DETAIL 2/28
- PROPOSED CUT AREAS, PROPOSED FILL AREAS — FINISH WITH MICROPTOPOGRAPHY, SEE DETAIL 1/22
- PROPOSED SCRIBE 1.5' DEPTH
- PROPOSED SCRIBE 1' DEPTH
- PROPOSED SCRIBE 0.5' DEPTH
- PROPOSED HUMMOCK 1' HEIGHT, PROPOSED HUMMOCK 2' HEIGHT — FINISH WITH MICROPTOPOGRAPHY, SEE DETAIL 1/22
- CONSTRUCTION ISOLATION MEASURE SEE DETAIL 1, SHEET 6
- PLANNING LEVEL CONSERVATION EASEMENT
- 731.71 PROPOSED GRADE SPOT ELEVATION

JOHN R. GAFFNEY
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FP REVEAL REACH PROPOSED CONDITIONS (3 OF 3)

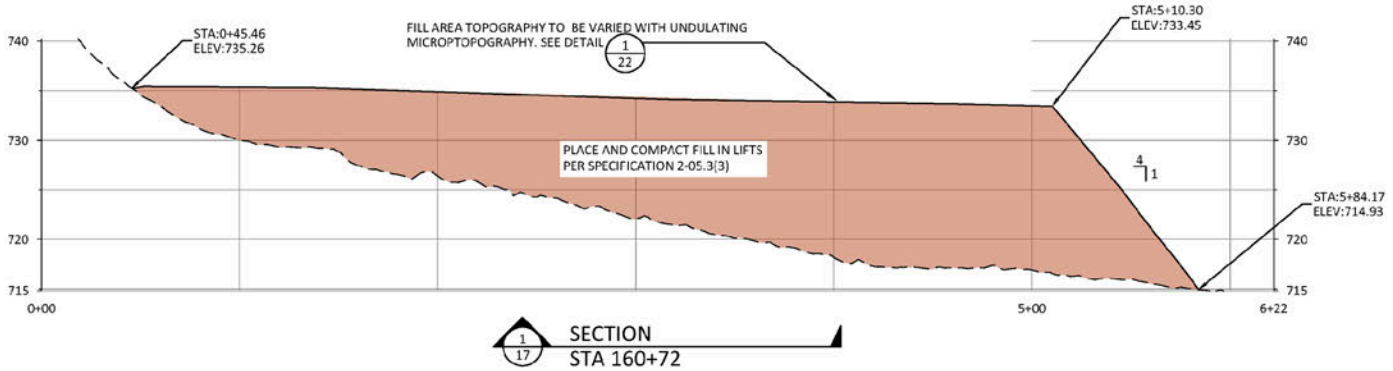
SHEET 16 OF 29

LEGEND

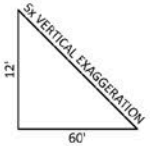
EXISTING GRADE

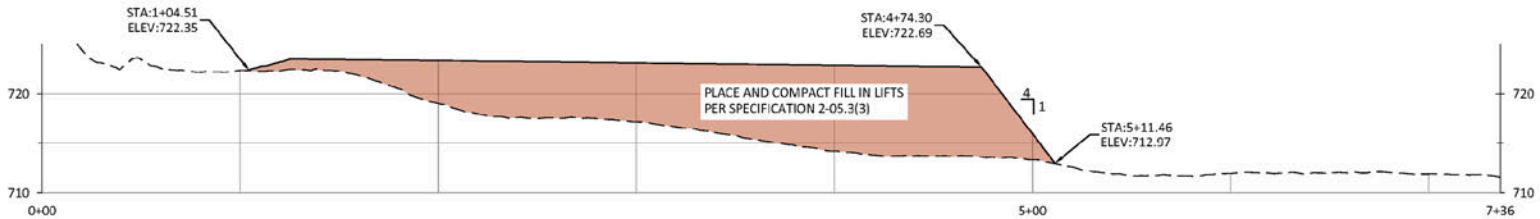
PROPOSED GRADE

FILL AREA



1/17 SECTION
STA 160+72





2/17 SECTION
STA 183+83

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CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
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GRADING SECTIONS (1 OF 4)

SHEET
17 OF 29

LEGEND

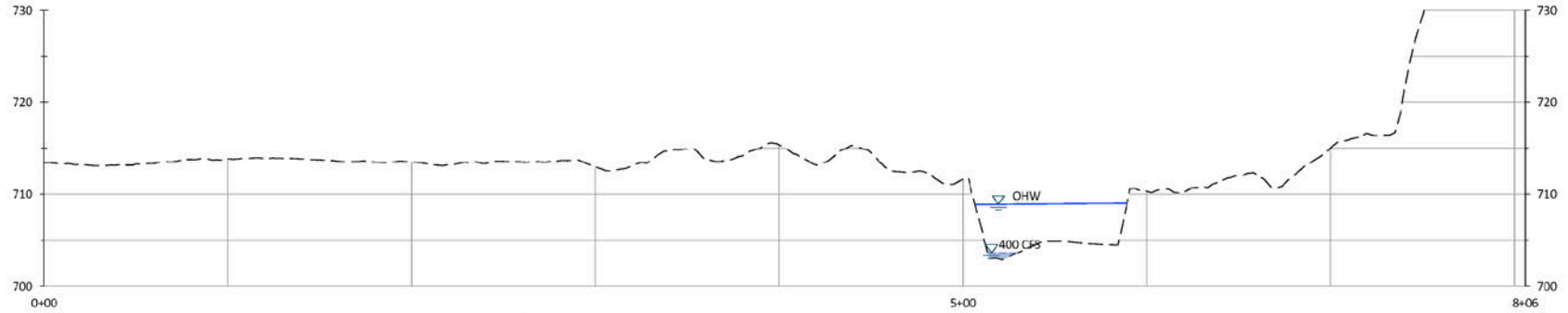
EXISTING GRADE

PROPOSED GRADE

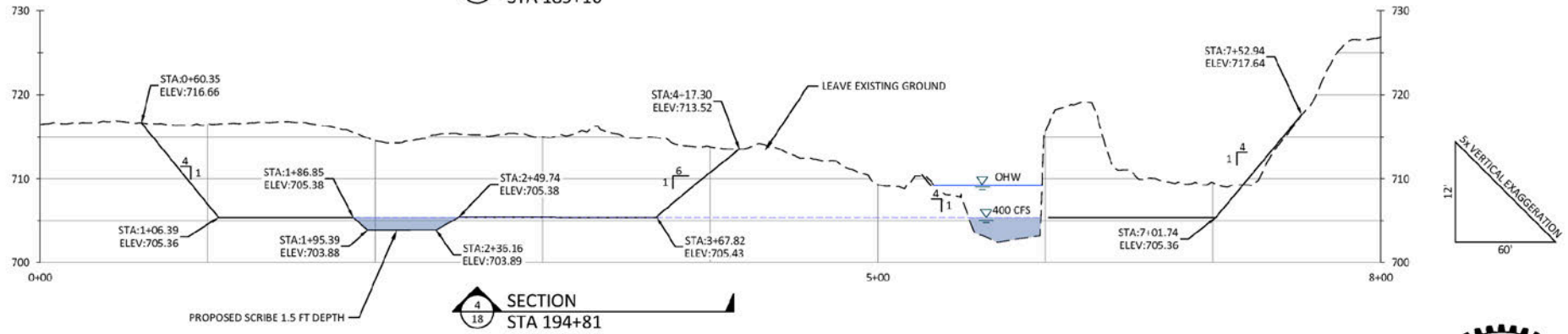
EXISTING ORDINARY HIGH WATER (OHW- 2,048 CFS)

400 CFS WATER SURFACE (SALMONID MIGRATORY FLOW)

NOTE:
CUT AREA TOPOGRAPHY OUTSIDE OF THE SCRIBES AND SIDE SLOPES TO BE VARIED WITH UNDULATING MICROPTOPOGRAHY BUILT IN.
SEE DETAIL 1/22



3/18 SECTION
STA 189+16



4/18 SECTION
STA 194+81

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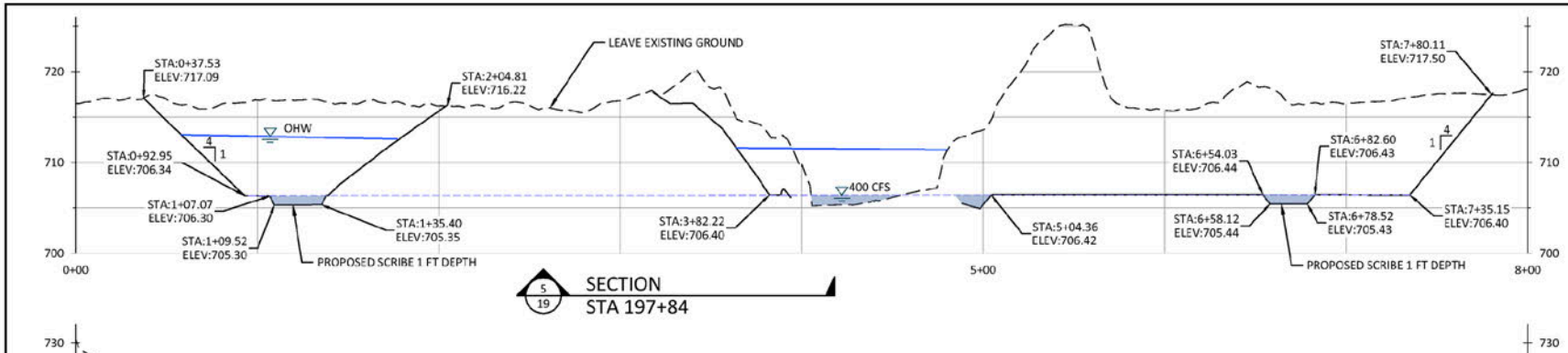
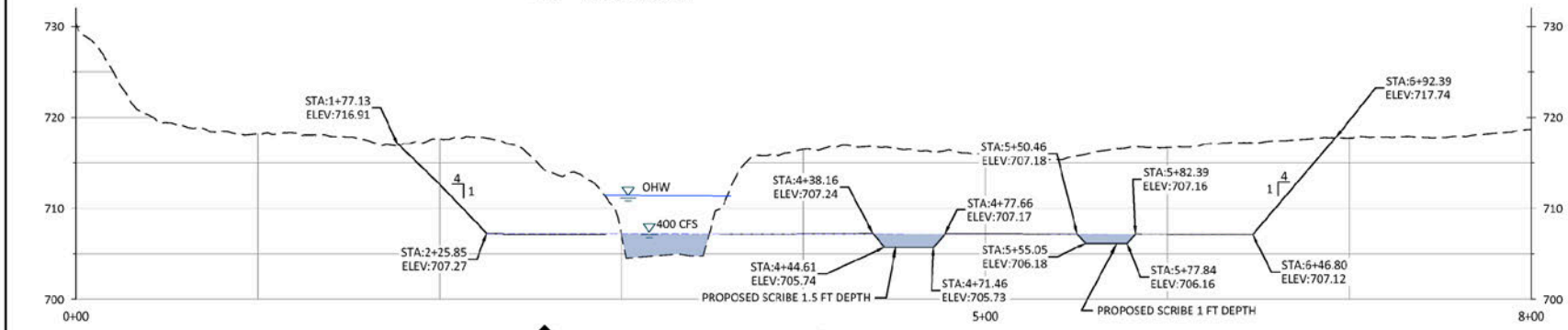
GRADING SECTIONS (2 OF 4)

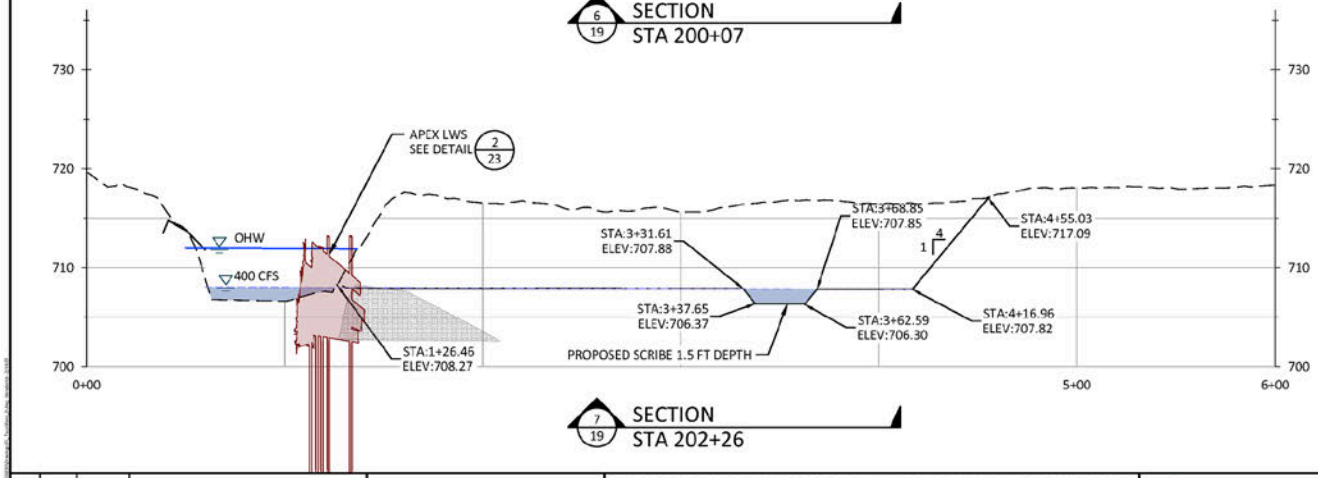
SHEET
18 OF 29



5/19 SECTION
STA 197+84



6/19 SECTION
STA 200+07

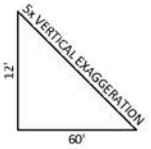


7/19 SECTION
STA 202+26

LEGEND

- EXISTING GRADE
- PROPOSED GRADE
- EXISTING ORDINARY HIGH WATER (OHW- 2,048 CFS)
- 400 CFS WATER SURFACE (SALMONID MIGRATORY FLOW)

NOTE:
CUT AREA TOPOGRAPHY OUTSIDE OF THE SCRIBES AND SIDE SLOPES TO BE VARIED WITH UNDULATING MICROPTOPOGRAHY BUILT IN.
SEE DETAIL 1/22



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PHASE 1 FINAL DESIGN

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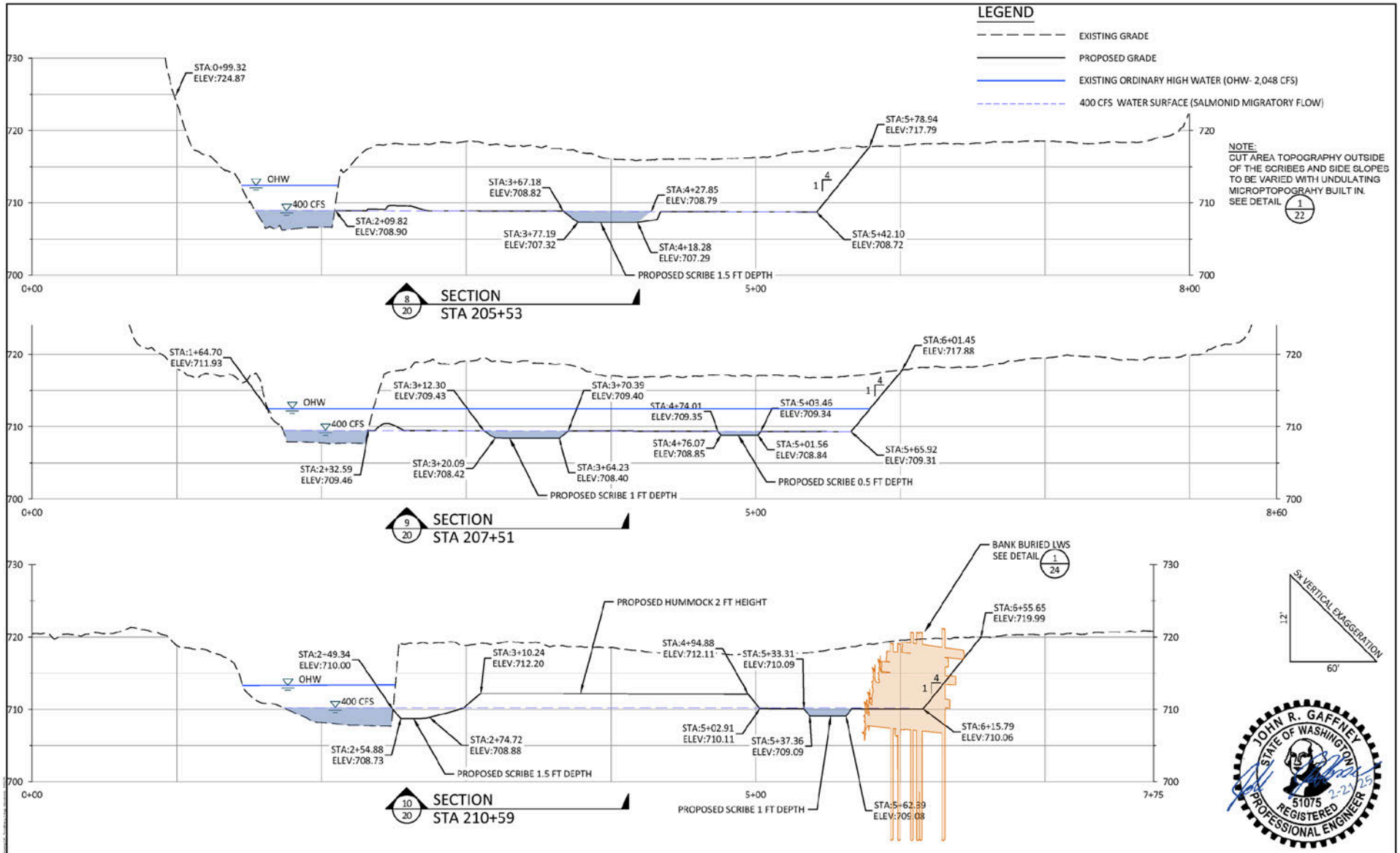
GRADING SECTIONS (3 OF 4)

SHEET
19 OF 29



NO.	BY	DATE	REVISION DESCRIPTION

SP, NS, BB	JB, JG, EA	JG, EA
DRAWN	DESIGNED	CHECKED
JG	FEBRUARY, 2025	
APPROVED	DATE	PROJECT

CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
TÚUŠI WÁNA FLOODPLAIN ENHANCEMENT
PHASE 1 FINAL DESIGN

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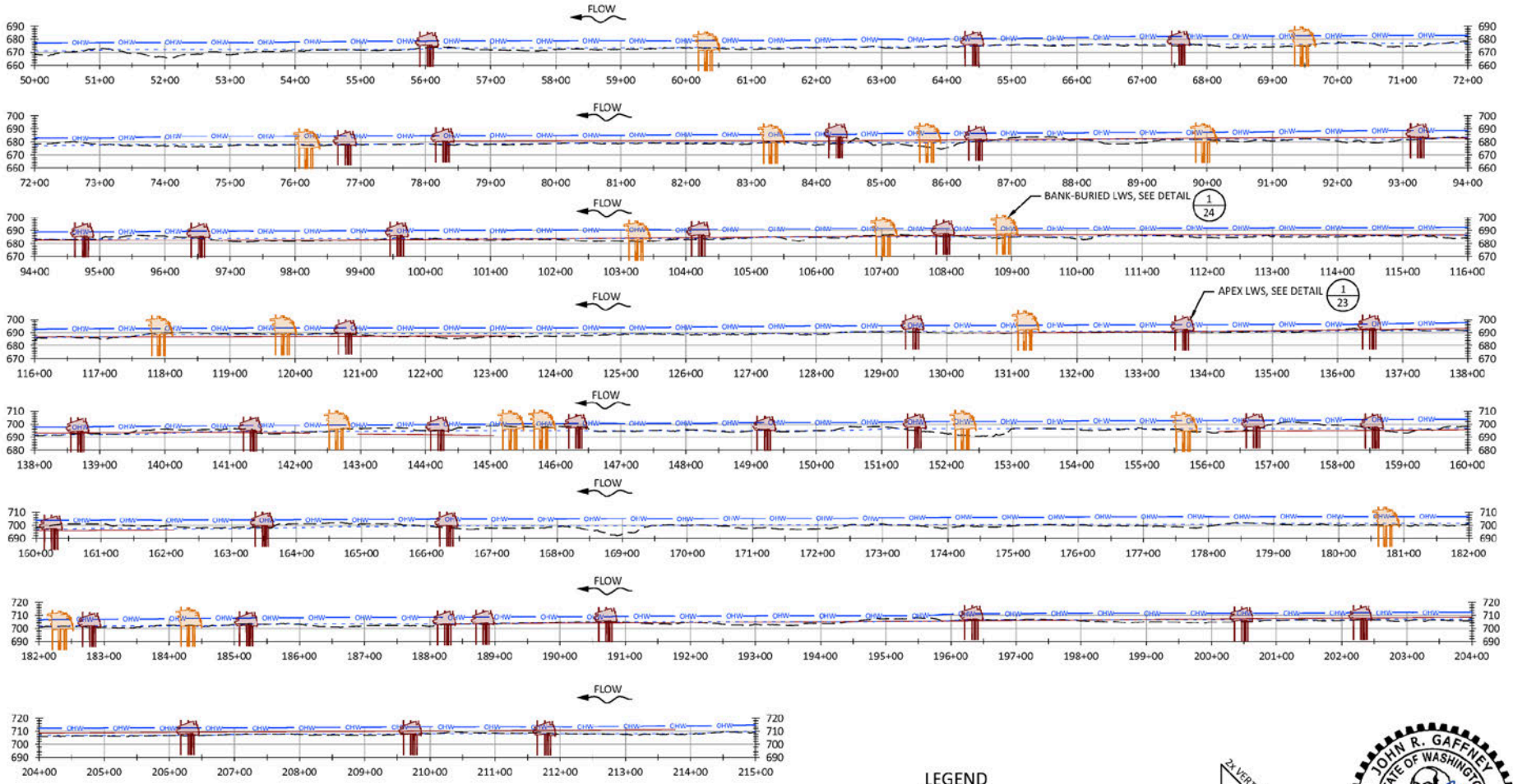
GRADING SECTIONS (4 OF 4)

SHEET
20 OF 29



TÚUŠI WÁNA LONGITUDINAL PROFILE

LEGEND

- EXISTING GRADE
- ORDINARY HIGH WATER (2 YR)
- LOW FLOW (9 CFS)
- 400 CFS

2x VERTICAL EXAGGERATION (75' / 150')

JOHN R. GAFFNEY — STATE OF WASHINGTON — 51075 — REGISTERED PROFESSIONAL ENGINEER — 2-27-25

NO.	BY	DATE	REVISION DESCRIPTION

SP, NS, BB (DRAWN) | JB, JG, EA (DESIGNED) | JG, EA (CHECKED)
JG (APPROVED) | FEBRUARY, 2025 (DATE) | (PROJECT)

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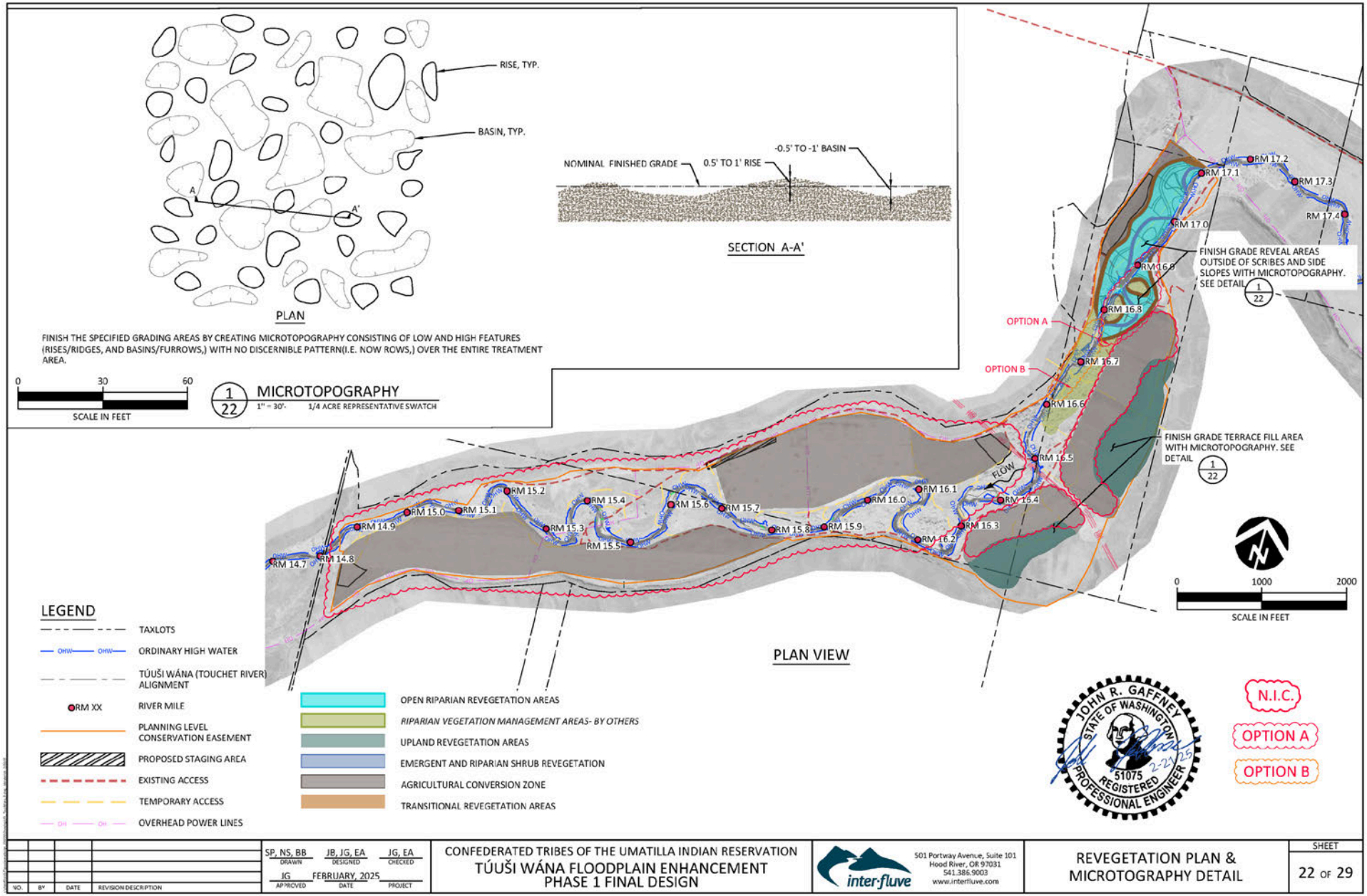
PROFILE

SHEET 21 OF 29



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JB, JG, EA — DESIGNED
JG, EA — CHECKED
IG — APPROVED
FEBRUARY, 2025 — DATE

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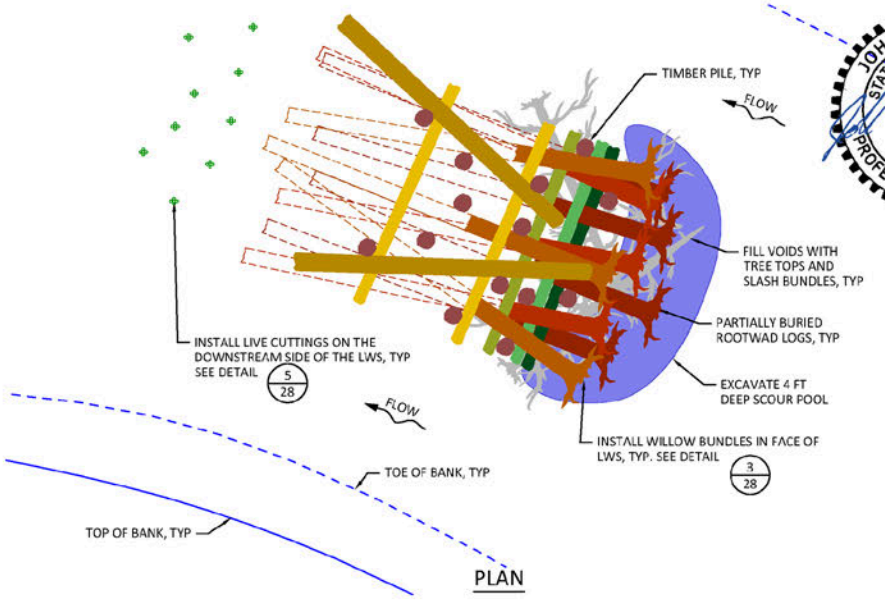
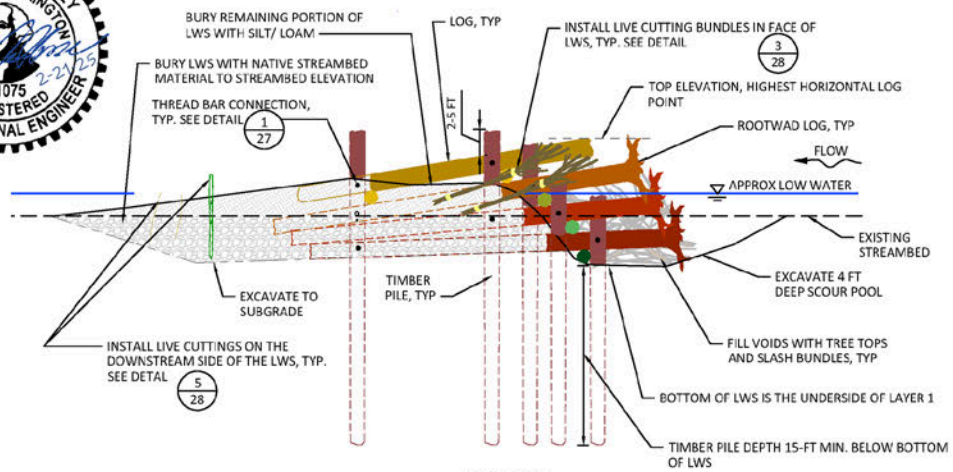
REVEGETATION PLAN & MICROTOGRAPHY DETAIL

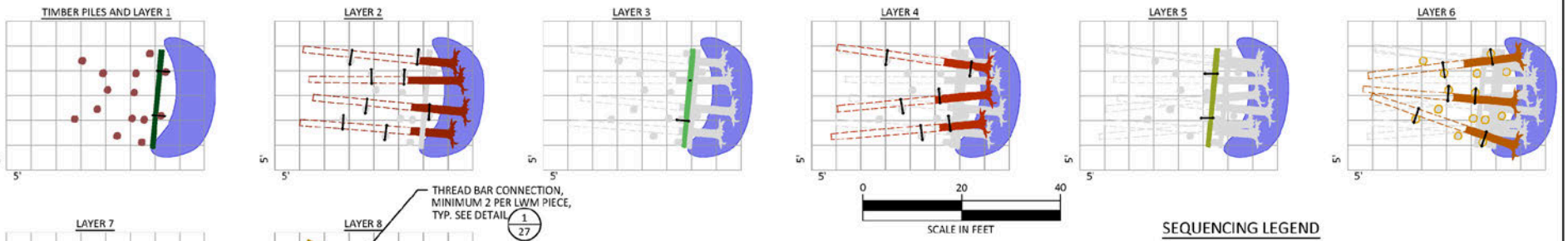
SHEET 22 OF 29





1/23 TYPICAL DETAIL - APEX LARGE WOOD STRUCTURE
1" = 10'

0 10 20
SCALE IN FEET



MATERIAL SCHEDULE (PER LWS)

ITEM	UNITS	QTY	LAYER 1	LAYER 2	LAYER 3	LAYER 4	LAYER 5	LAYER 6	LAYER 7	LAYER 8
LOG A	EA	5	1		1		1		2	
LOG B	EA	2								2
ROOTWAD LOG A	EA	10		4		3		3		
THREADBAR CONNECTION	EA	34	2	8	2	6	2	6	4	4
TIMBER PILE A	EA	14								
TREE TOPS	EA	2								
SLASH BUNDLE	EA	5								
LIVE POLE	EA	36								
LIVE CUTTING BUNDLE	EA	5								

SEQUENCING LEGEND

LWM PLACED IN PREVIOUS STEP
1ST LAYER,FTC
THREADBAR CONNECTION

2/23 TYPICAL DETAIL - APEX LARGE WOOD STRUCTURE SEQUENCING
1" = 20'

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TYPICAL DETAILS- APEX LWS

SHEET
23 OF 29

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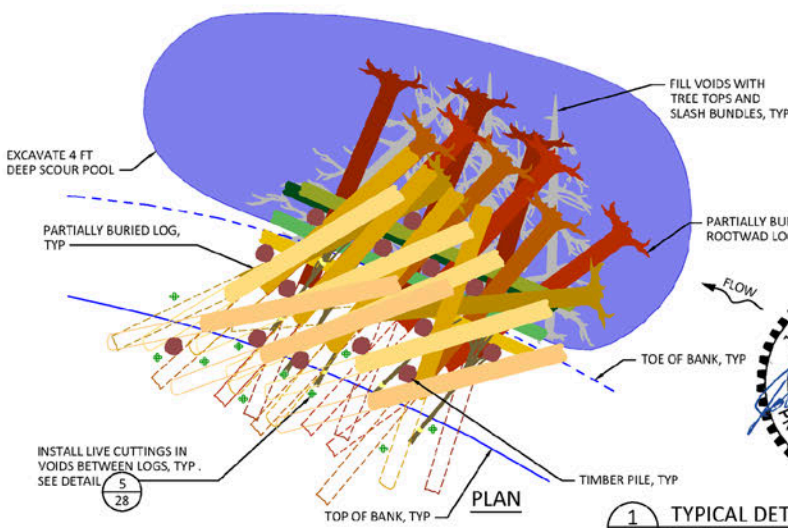
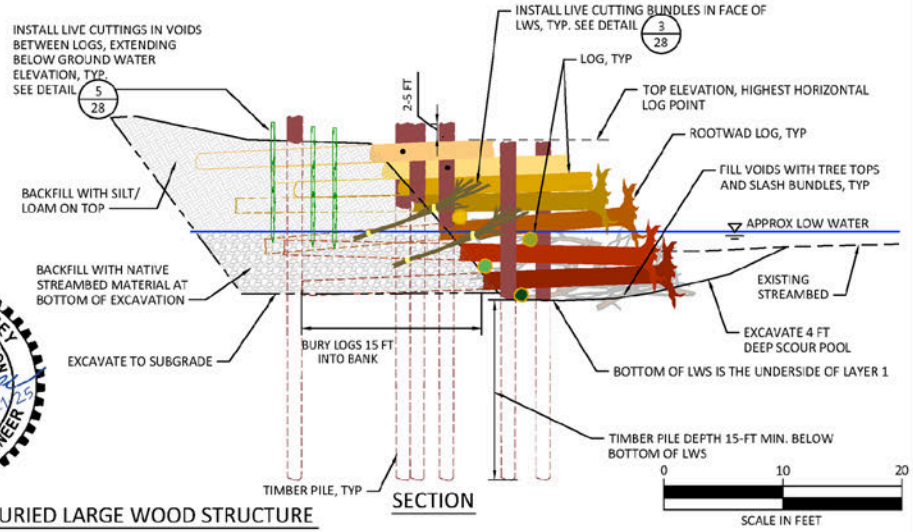
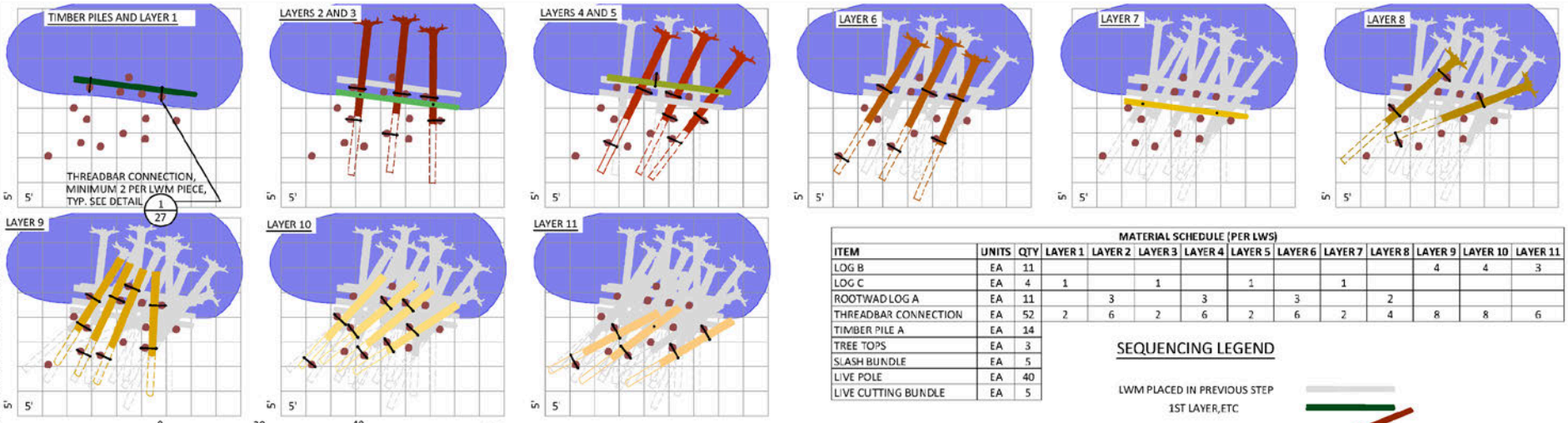




JOHN R. GAFFNEY
STATE OF WASHINGTON
51075
REGISTERED
PROFESSIONAL ENGINEER
2-27-25

1/24 TYPICAL DETAIL - BANK-BURIED LARGE WOOD STRUCTURE
1" = 10'



MATERIAL SCHEDULE (PER LWS)

ITEM	UNITS	QTY	LAYER 1	LAYER 2	LAYER 3	LAYER 4	LAYER 5	LAYER 6	LAYER 7	LAYER 8	LAYER 9	LAYER 10	LAYER 11
LOG B	EA	11									4	4	3
LOG C	EA	4	1		1		1		1				
ROOTWAD LOG A	EA	11		3		3		3		2			
THREADBAR CONNECTION	EA	52	2	6	2	6	2	6	2	4	8	8	6
TIMBER PILE A	EA	14											
TREE TOPS	EA	3											
SLASH BUNDLE	EA	5											
LIVE POLE	EA	40											
LIVE CUTTING BUNDLE	EA	5											

SEQUENCING LEGEND

LWM PLACED IN PREVIOUS STEP
1ST LAYER,ETC
THREADBAR CONNECTION

2/24 TYPICAL DETAIL - BANK-BURIED LWS SEQUENCING
1" = 20'

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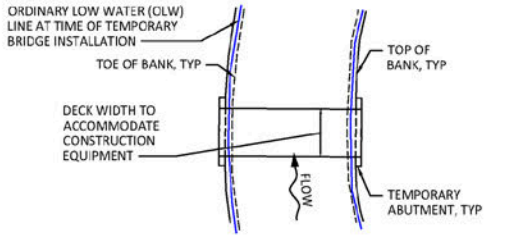
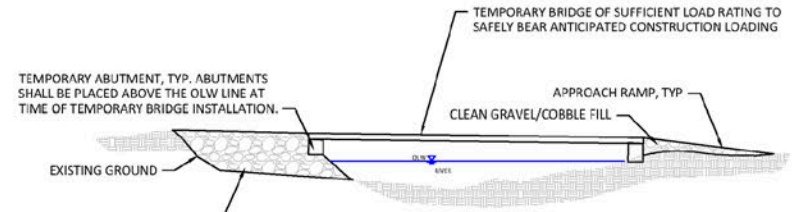
TYPICAL DETAILS- BANK BURIED LWS

SHEET
24 OF 29



PLAN VIEW



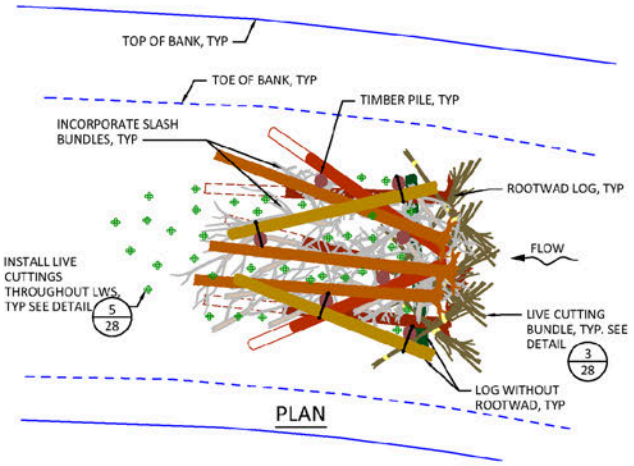
SECTION VIEW

NOTES:

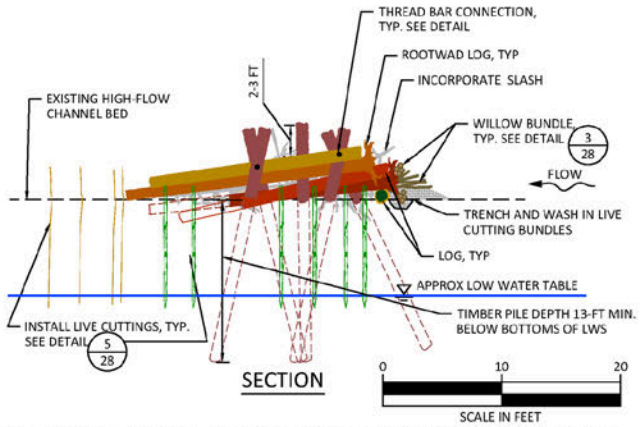
TEMPORARY BRIDGE, ABUTMENTS, CLEAN GRAVEL/COBBLE FILL SHALL BE REMOVED AT PROJECT COMPLETION AND SITE RESTORED TO EXISTING GRADE AND CONDITIONS.

BRIDGE INSTALLATION AND REMOVAL, INCLUDING ABUTMENTS, SHALL BE ACCOMPLISHED WITH NO MORE THAN FOUR (4) EQUIPMENT CROSSINGS THROUGH THE CHANNEL.

1/25 TYPICAL DETAIL - TEMPORARY CROSSING
NOT TO SCALE



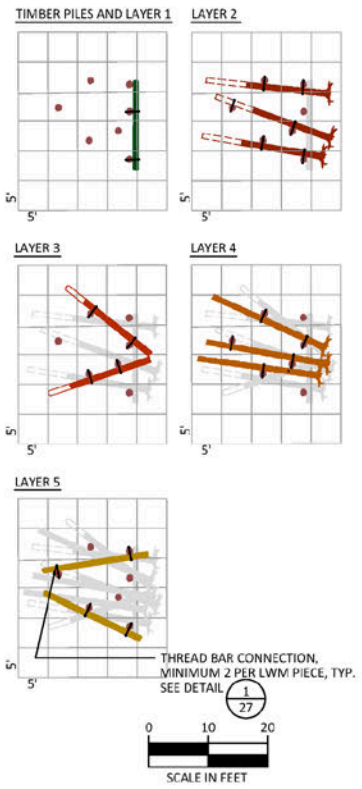
PLAN



SECTION

2/25 TYPICAL DETAIL - POST ASSISTED LARGE WOOD STRUCTURE
1" = 10'

MATERIAL SCHEDULE (PER LWS)							
ITEM	UNITS	QTY	LAYER 1	LAYER 2	LAYER 3	LAYER 4	LAYER 5
LOG E	EA	1	1				
LOG F	EA	4			2		2
ROOTWAD LOG B	EA	6		3		3	
THREADBAR CONNECTION	EA	22	2	6	4	6	4
TIMBER PILE B	EA	7					
SLASH BUNDLE	EA	2					
LIVE POLE	EA	144					
LIVE CUTTING BUNDLE	EA	7					



3/25 TYPICAL DETAIL -POST ASSISTED LWS SEQUENCING
1" = 20'

SEQUENCING LEGEND

LWM PLACED IN PREVIOUS STEP
1ST LAYER,ETC
THREADBAR CONNECTION

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JG — APPROVED | FEBRUARY, 2025 — DATE | 220220 — PROJECT

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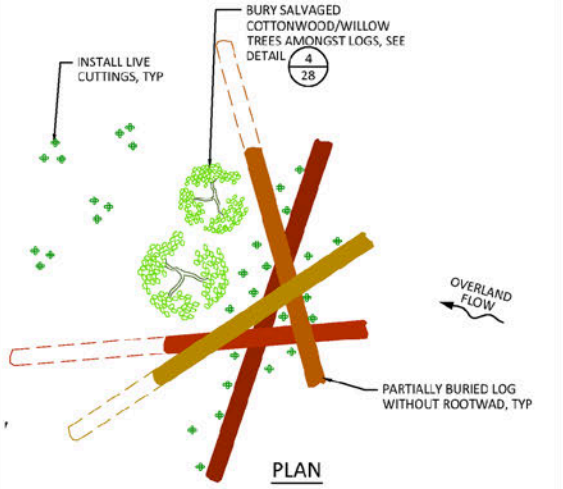
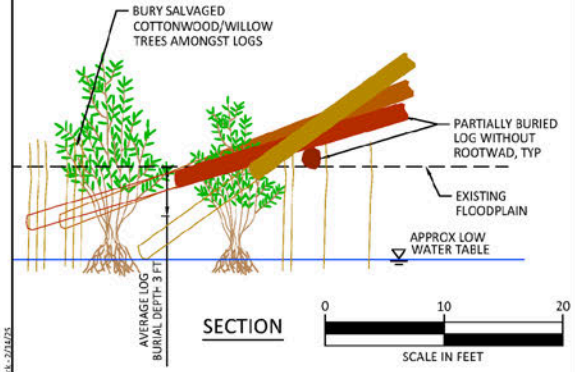
TYPICAL DETAILS- TEMP. CROSSING AND POST ASSISTED LWS

SHEET 25 OF 29

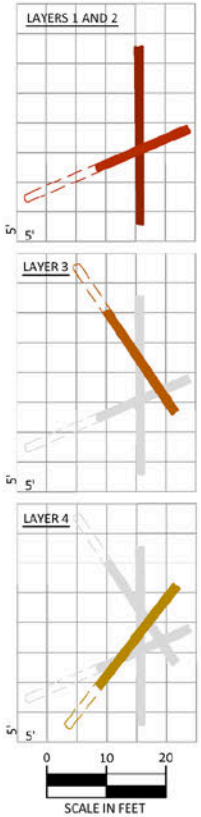


PLAN



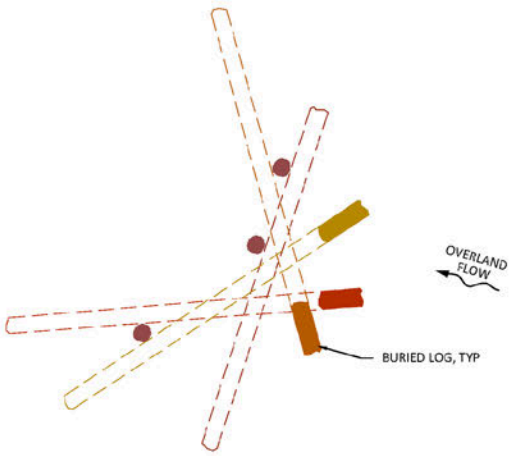
SECTION

1/26 TYPICAL DETAIL - FLOODPLAIN LARGE WOOD STRUCTURE
1" = 10'

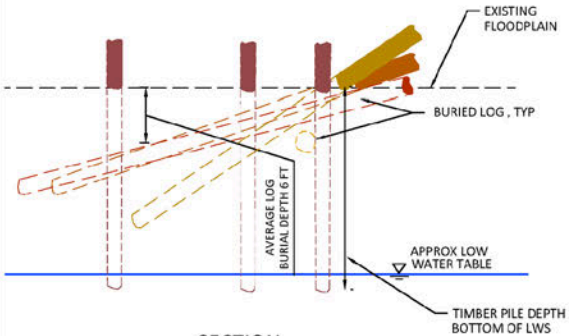


2/26 TYPICAL DETAIL - FLOODPLAIN LWS SEQUENCING
1" = 20'

MATERIAL SCHEDULE (PER LWS)						
ITEM	UNITS	QTY	LAYER 1	LAYER 2	LAYER 3	LAYER 4
LOG D	EA	4	1	1	1	1
LIVE POLE	EA	128				
SALVAGED COTTONWOD/WILLOW TREE	EA	2				

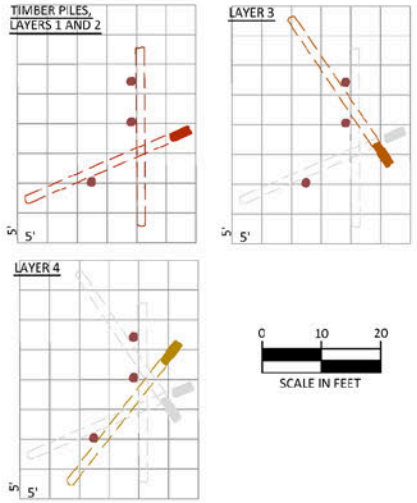


PLAN



SECTION

3/26 TYPICAL DETAIL - BURIED FLOODPLAIN LARGE WOOD STRUCTURE
1" = 10'



2/25 TYPICAL DETAIL - FLOODPLAIN LWS SEQUENCING
1" = 20'

SEQUENCING LEGEND

LWM PLACED IN PREVIOUS STEP
1ST LAYER,ETC
THREADBAR CONNECTION

MATERIAL SCHEDULE (PER LWS)						
ITEM	UNITS	QTY	LAYER 1	LAYER 2	LAYER 3	LAYER 4
LOG D	EA	4	1	1	1	1
TIMBER PILE A	EA	3				

JOHN R. GAFFNEY
STATE OF WASHINGTON
51075
REGISTERED
PROFESSIONAL ENGINEER
2-2-25

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TYPICAL DETAILS- FLOODPLAIN LWS

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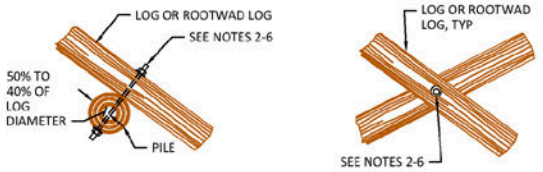
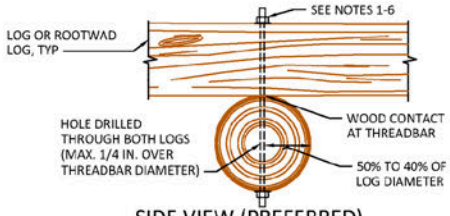
26 OF 29

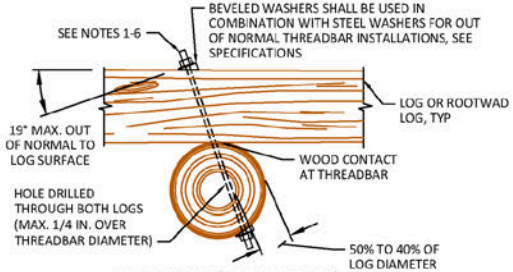


PLAN (LOG-PILE)

PLAN (LOG-LOG)



SIDE VIEW (PREFERRED)

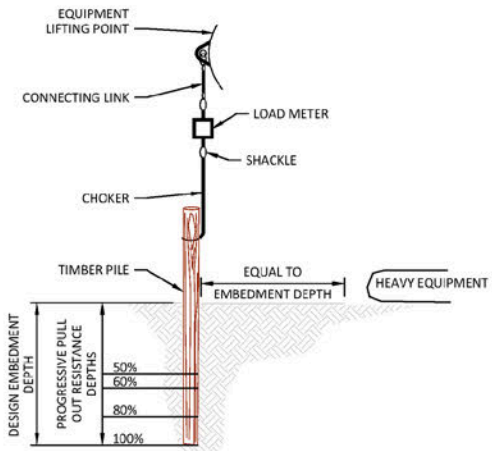


SIDE VIEW (ALTERNATE)

NOTES:

1. SEE SPECIFICATIONS FOR CONNECTION HARDWARE REQUIREMENTS
2. INSERT THREADBAR THROUGH HOLE DRILLED IN BOTH LOGS.
3. PLACE WASHER(S) OVER EACH END OF THREADBAR. THREAD A NUT ONTO EACH END OF THREADBAR AND TIGHTEN UNTIL WOOD SURFACE CRUSHES UNDER THE WASHER, TYPICALLY 400 FT-LB OF TORQUE
4. THREADBAR SHALL PROTRUDE 1 TO 2 INCHES BEYOND THE NUT. CUT OFF EXCESS TO NO CLOSER THAN 1 IN. FROM THE NUT
5. PEEN END OF THREADBAR OR CHISEL THREADS SO NUT CANNOT BE BACKED OFF.
6. REMOVE SHARP EDGES FROM THE THREADBAR STUB.

1/27 TYPICAL DETAIL - THREADBAR CONNECTION
NOT TO SCALE



RIGGING

RIGGING FOR PILE TESTING SHALL CONFORM TO THE LOAD METER MANUFACTURER'S RECOMMENDATIONS.

RIGGING SHALL HAVE MINIMUM WORKING LOAD RATING OF 12 TONS. FITTINGS SHALL BE SIZED ACCORDINGLY.

TESTING

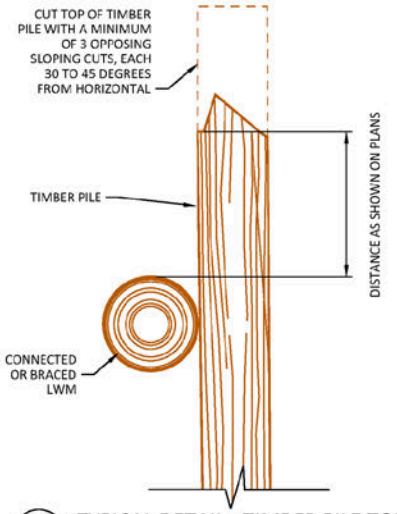
TESTING OF PILES SHALL BE PERFORMED IN THE PRESENCE OF THE ENGINEER.

EACH PILE TEST SHALL HAVE UPWARD LOAD GRADUALLY INCREASED AND ALIGNED TO AXIS OF PILE. RECORD THE PILE DIAMETER AT GROUND SURFACE, EMBEDMENT DEPTH AND FORCE REQUIRED TO MOVE THE PILE VERTICALLY APPROXIMATELY 1 INCH. THEN DRIVE THE PILE TO A NEW DEPTH TO BE DETERMINED IN CONSULTATION WITH THE ENGINEER. APPLY NEW LOAD AND RECORD FORCE REQUIRED TO MOVE THE PILE VERTICALLY APPROXIMATELY 1 INCH. REPEAT FOR THIRD AND FOURTH TEST.

PROGRESSIVE PULL OUT RESISTANCE TESTS MAY BE REQUIRED AT UP TO FOUR DEPTHS FOR EACH PILE PENDING RESULTS AND APPROVAL BY ENGINEER. DEPTHS SHALL BE DETERMINED IN THE FIELD. AS A GUIDELINE, TEST EMBEDMENT DEPTHS MAY INCLUDE 50%, 60%, 80% AND 100% OF THE DESIGN EMBEDMENT DEPTH. PULL OUT RESISTANCE TESTS AT 80% AND 100% OF DESIGN EMBEDMENT DEPTH SHALL ONLY BE REQUIRED IF PULL OUT LOAD IS LESS THAN THE PROOF LOAD REQUIRED IN THE SPECIFICATIONS.

EQUIPMENT CONDUCTING PULL OUT LOADING SHALL BE POSITIONED NO CLOSER THAN EMBEDMENT DEPTH OF PILE, IF POSSIBLE. IF A CLOSER POSITIONING IS REQUIRED, EQUIPMENT SHALL BE NO CLOSER THAN THAT REQUIRED TO GENERATE REQUIRED LOADING WITH DISTANCE FROM PILE NOTED IN THE TEST RECORD. IF EQUIPMENT IS CLOSER THAN HALF THE EMBEDMENT DEPTH, DISTRIBUTE GROUND LOADING ON TIMBERS AND AWAY FROM THE PILE LOCATION. TIMBER DIMENSIONS AND LENGTHS SHALL BE NOTED IN THE TEST RECORD.

2/27 TYPICAL DETAIL - TIMBER PILE TESTING
NOT TO SCALE

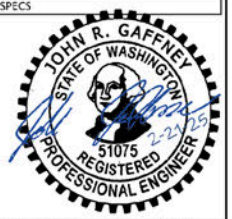


3/27 TYPICAL DETAIL - TIMBER PILE TOPS
NOT TO SCALE

DEFINITION OF LARGE WOOD MATERIAL TYPES

LWM DEFINITIONS								
ITEM	UNITS	QTY	LWS APPLICATIONS	MINIMUM DIA. (IN)	NOMINAL DIA. (IN)	MAXIMUM DIA. (IN)	BOLE LENGTH (FT)	SCALED END MINIMUM DIA. (IN)
LOG A	EA	225	APEX (A)	10	12	15	20	10
LOG B	EA	453	APEX (A), BANK BURIED (BB)	16	18	21	25	15
LOG C	EA	132	BANK BURIED (BB)	10	12	15	25	10
LOG D	EA	160	FLOODPLAIN (F & Fb)	16	18	21	30	14
LOG E	EA	20	POST ASSISTED (PA)	10	12	15	15	11
LOG F	EA	80	POST ASSISTED (PA)	10	12	15	18	10
ROOTWAD LOG A	EA	813	APEX (A), BANK BURIED (BB)	16	18	24	30	14
ROOTWAD LOG B	EA	120	POST ASSISTED (PA)	10	12	15	20	10
TIMBER PILE A	EA	1122	A, BB, Fb	15	16	18	30	14
TIMBER PILE B	EA	140	POST ASSISTED (PA)	11	12	14	20	11
TREE TOPS	EA	189	APEX (A), BANK BURIED (BB)	SEE SPECS				
SLASH BUNDLE	EA	430	A, BB, PA	SEE SPECS				

WORK ISOLATION QUANTITIES			
COFFERDAM FOR LWS	EA	75	APEX (A), BANK BURIED (BB)
DIVERSION FOR LWS	EA	8	APEX (A)



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JG APPROVED | FEBRUARY, 2025 DATE | 220220 PROJECT

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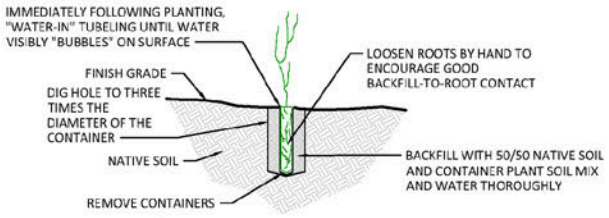
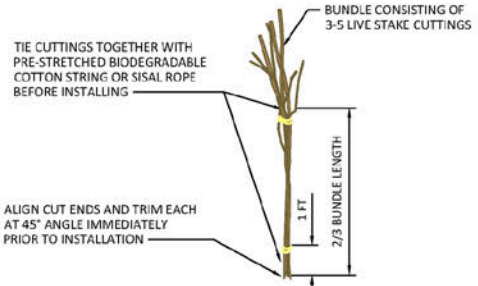
TYPICAL DETAILS- THREADBAR CONNECTION & LARGE WOOD TABLES

SHEET 27 OF 29



1/28 TYPICAL DETAIL - CONTAINER PLANTING
NOT TO SCALE

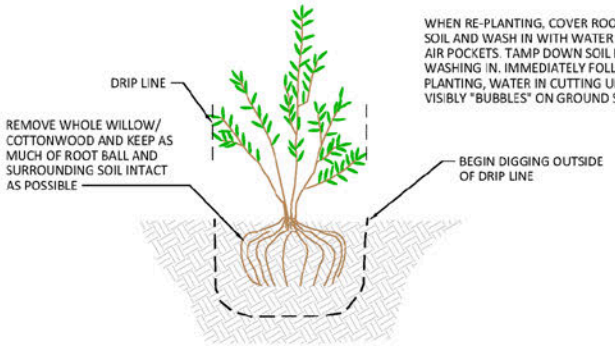


3/28 TYPICAL DETAIL - LIVE CUTTING BUNDLE
NOT TO SCALE

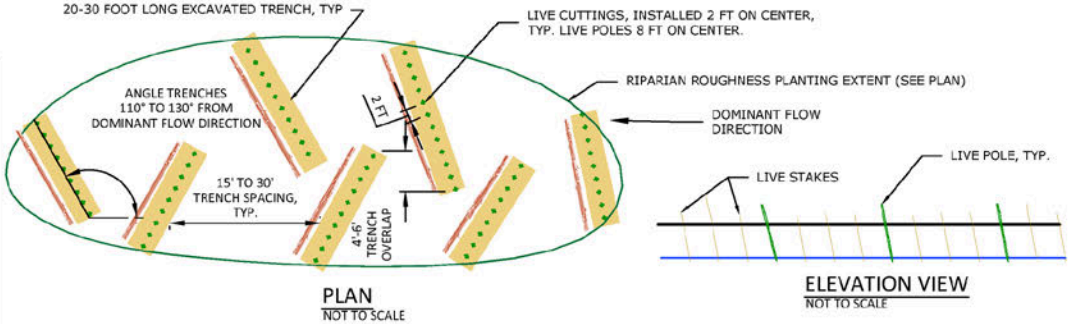
NOTES:

SALVAGE AND RE-PLANT ALL WILLOWS AND COTTONWOODS IMPACTED BY EXCAVATION.

WHEN RE-PLANTING, COVER ROOT BALL WITH SOIL AND WASH IN WITH WATER TO REMOVE AIR POCKETS. TAMP DOWN SOIL FOLLOWING WASHING IN. IMMEDIATELY FOLLOWING PLANTING, WATER IN CUTTING UNTIL WATER VISIBLY "BUBBLES" ON GROUND SURFACE.

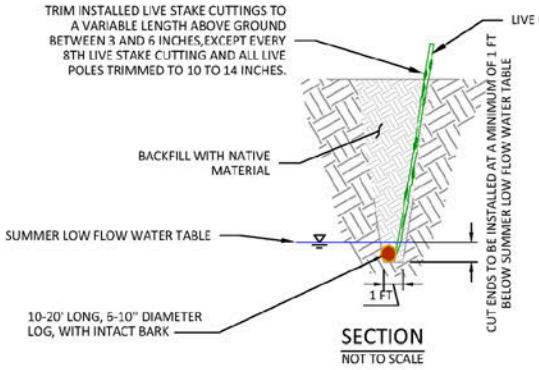


4/28 TYPICAL DETAIL - WILLOW/ COTTONWOOD SALVAGE
NOT TO SCALE



PLAN
NOT TO SCALE

ELEVATION VIEW
NOT TO SCALE

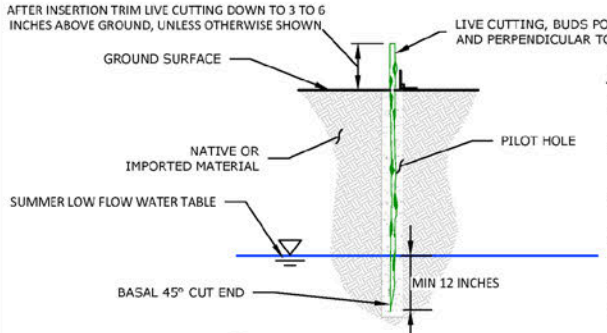


SECTION
NOT TO SCALE

NOTES:

1. ALL LIVE CUTTINGS TO BE CUT TO A POINT IMMEDIATELY PRIOR TO INSTALLATION.
2. EXCAVATE TRENCH TO 1 FT BELOW WATER TABLE DEPTH. PUMP WATER INTO TRENCH. INSTALL LIVE CUTTINGS WITH CUT ENDS IN TOE OF TRENCH.
3. COMPACT BACKFILL IN 12 INCH LIFTS TO IMPROVE CUTTING TO BACKFILL MATERIAL CONTACT
4. PUMP WATER INTO THE TRENCH WHILE BACKFILLING EACH LIFT UNTIL WATER VISIBLY "BUBBLES" ON SURFACE
5. TAMP IN MATERIAL AT GROUND SURFACE AROUND LIVE CUTTING

2/28 TYPICAL DETAIL - WILLOW AND COTTONWOOD TRENCH



NOTES:

1. DEVELOP PILOT HOLE TO 1 FT BELOW WATER TABLE DEPTH. PUMP WATER INTO HOLE. LIVE CUTTINGS SHALL NOT BE USED TO DEVELOP PILOT HOLE.
2. TRIM LIVE CUTTING BASAL END AT 45 DEGREES JUST PRIOR TO INSTALLATION. NEW CUT SHALL BE 1 TO 2 INCHES FROM OLD CUT.
3. INSERT LIVE CUTTING INTO PILOT HOLE. INSERTION SHALL NOT SPLIT THE CUTTING, BRUISE OR STRIP BARK, OR OTHERWISE DAMAGE THE LIVE CUTTING.
4. CONTINUE TO PUMP WATER INTO HOLE AND COMPACT SOIL BACKFILL IN LIFTS TO IMPROVE CUTTING TO SOIL CONTACT.
5. WATER IN FINISHED CUTTING UNTIL WATER VISIBLY "BUBBLES" ON SURFACE.
6. TAMP IN MATERIAL AT GROUND SURFACE AROUND LIVE CUTTING.

5/28 TYPICAL DETAIL - LIVE CUTTING
NOT TO SCALE

JOHN R. GAFFNEY
STATE OF WASHINGTON
51075
REGISTERED
PROFESSIONAL ENGINEER
2-24-25

NO.	BY	DATE	REVISION DESCRIPTION

SP, NS, BB DRAWN | JB, JG, EA DESIGNED | JG, EA CHECKED
JG APPROVED | FEBRUARY, 2025 DATE | 220220 PROJECT

CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
TÚUŠI WÁNA FLOODPLAIN ENHANCEMENT
PHASE 1 FINAL DESIGN

inter-fluve
501 Portway Avenue, Suite 101
Hood River, OR 97031
541.386.9003
www.interfluve.com

TYPICAL PLANTING DETAILS

SHEET
28 OF 29

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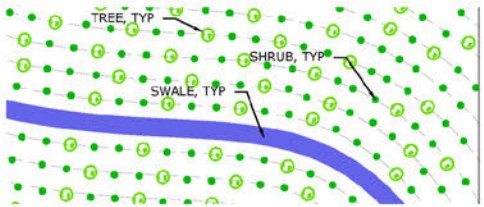
SEED MIX

STERILE COVER CROP (ALL AREAS) (49 ACRES)		
SEEDING RATE: 20 LB/ACRE (980 LB TOTAL)		
COMMON NAME	SCIENTIFIC NAME	PERCENT OF WHOLE MIX
Triticum Aestivum x Secale Cereal	*Quickguard' sterile triticale*	20%

SEEDING FOR EMERGENT & RIPARIAN SHRUB AREA (1.9 ACRES)		
SEEDING RATE: 30 LB/ACRE (57 LB TOTAL)		
COMMON NAME	SCIENTIFIC NAME	PERCENT OF WHOLE MIX
Baltic rush	*Juncus balticus*	15%
Small fruited bulrush	*Scirpus microcarpus*	15%
NW Mannagrass	*Glyceria occidentalis*	30%
Blue Wildrye	*Elymus Glaucus*	20%
Tufted hairgrass	*Deschampsia cespitosa*	20%

SEEDING FOR RIPARIAN, TRANSITIONAL, UPLAND AREAS (47 ACRES)		
SEEDING RATE: 30 LB/ACRE (1,410 LB TOTAL)		
COMMON NAME	SCIENTIFIC NAME	PERCENT OF WHOLE MIX
Bluebunch wheatgrass	*Pseudoroegneria spicata*	42%
Idaho fescue	*Festuca idahoensis*	22%
Bottlebrush squirreltail	*Elymus elymoides*	16%
Sandberg's bluegrass	*Poa secunda*	12%
Prairie junegrass	*Koeleria macrantha*	8%

AGRICULTURAL CONVERSION AREA (160 ACRES)		
SEEDING RATE: 100 LB/ACRE (16,000 LB TOTAL)		
COMMON NAME	SCIENTIFIC NAME	PERCENT OF WHOLE MIX
Lacy Phacelia	*Phacelia tanacetifolia*	3%
Austrian field peas	*Lathyrus hirsutus*	25%
Buckwheat	*Fagopyrum esculentum*	15%
Groundhog Daikon Radish	*Raphanus sativus* var. *niger*	7%
Yellow blossom sweet clo	*Melilotus officinalis*	10%
Fridge Triticale	*x Triticosecale*	40%



NOTE:

PLANT PLACEMENT

CONTRACTOR SHALL PLANT PLANTS AT THE DENSITIES SHOWN AND ALTERNATE SPECIES ALONG "MEANDERING ROWS" AS APPROVED BY THE ENGINEER. MEANDERING ROWS ARE DEFINED AS ROWS THAT PARALLEL THE SWALE ALIGNMENT WITHIN THE EXTENT OF THE REVEGETATION AREA. THE ENGINEER SHALL REVIEW A SAMPLE 1000 SQUARE FOOT PLANT ASSOCIATION LAYOUT TO BE FOLLOWED FOR THE REVEGETATION AREA. PLANT MATERIAL PLANTED IN INAPPROPRIATE PLACES SHALL BE SUBJECT TO REJECTION BY THEY ENGINEER DURING INSPECTIONS. INAPPROPRIATE PLACES ARE PLACES WHERE LOGS, COMPACTED SLASH GREATER THAN 10 INCHES IN DEPTH, ROCK OUTCROPS, COBBLE, GRAVEL, STANDING WATER, OR OTHER MEDIA PREVENT PLANTING TOOLS FROM MAKING AN ACCEPTABLE PLANTING HOLE. WHEN AN INAPPROPRIATE PLACE IS ENCOUNTERED, CONTRACTOR SHALL PLANT THE PLANT MATERIAL IN THE NEAREST APPROPRIATE LOCATION.

1/29 PLANTING SCHEMATIC
NOT TO SCALE

PLANTING TABLES

LARGE WOOD STRUCTURES AND WILLOW & COTTONWOOD TRENCHES								
					LARGE WOOD STRUCTURES		SCROLL PLANTINGS (5,400 LF)	
COMMON NAME	SCIENTIFIC NAME	STOCK	TYPE	LENGTH	PERCENT OF WHOLE MIX	QUANTITY	DENSITY	QUANTITY
Black cottonwood	*Populus trichocarpa*	Tree	Live Stake & Pole	4 to 8 feet	25%	2,945	2 ft on center, 25% of mix	675
Drummond willow	*Salix drummondiana*	Shrub	Live Stake & Pole	4 to 8 feet	20%	2,356	2 ft on center, 20% of mix	540
Coyote willow	*Salix exigua*	Shrub	Live Stake & Pole	4 to 8 feet	30%	3,534	2 ft on center, 30% of mix	810
Peachleaf willow	*Salix amygdaloides*	Shrub	Live Stake & Pole	4 to 8 feet	10%	1,178	2 ft on center, 10% of mix	270
Pacific willow	*Salix lasiandra*	Tree	Live Stake & Pole	4 to 8 feet	15%	1,767	2 ft on center, 15% of mix	405

EMERGENT & RIPARIAN SHRUB AREAS (1.9 ACRES)						
COMMON NAME	SCIENTIFIC NAME	STOCK	TYPE	LENGTH	DENSITY	QUANTITY
Black cottonwood	*Populus trichocarpa*	Tree	Live Stake	3 to 4 feet	3 ft on center, 20% of mix	1,840
Pacific willow	*Salix lasiandra*	Tree	Live Stake	3 to 4 feet	3 ft on center, 20% of mix	1,840
Coyote willow	*Salix exigua*	Shrub	Live Stake	3 to 4 feet	3 ft on center, 30% of mix	2,760
Peachleaf willow	*Salix amygdaloides*	Shrub	Live Stake	3 to 4 feet	3 ft on center, 15% of mix	1,380
Drummond willow	*Salix drummondiana*	Shrub	Live Stake	3 to 4 feet	3 ft on center, 15% of mix	1,380

OPEN RIPARIAN PLANTING AREAS (15 ACRES)						
COMMON NAME	SCIENTIFIC NAME	STOCK	TYPE	LENGTH	DENSITY	QUANTITY
Black cottonwood	*Populus trichocarpa*	Tree	Live Stake	3 to 4 feet	3 ft on center, 15% of mix	10,890
Drummond willow	*Salix drummondiana*	Shrub	Live Stake	3 to 4 feet	3 ft on center, 15% of mix	10,890
Coyote willow	*Salix exigua*	Shrub	Live Stake	3 to 4 feet	3 ft on center, 30% of mix	21,780
Peachleaf willow	*Salix amygdaloides*	Shrub	Live Stake	3 to 4 feet	3 ft on center, 10% of mix	7,260
Pacific willow	*Salix lasiandra*	Tree	Live Stake	3 to 4 feet	3 ft on center, 10% of mix	7,260
Red Osier Dogwood	*Cornus sericea*	Shrub	Live Stake	3 to 4 feet	3 ft on center, 10% of mix	7,260
MacKenzie Willow	*Salix proiixa*	Shrub	Live Stake	3 to 4 feet	3 ft on center, 10% of mix	7,260

TRANSITIONAL PLANTING AREAS (5 ACRES)						
COMMON NAME	SCIENTIFIC NAME	STOCK	TYPE	LENGTH	DENSITY	QUANTITY
Black cottonwood	*Populus trichocarpa*	Tree	Live Pole	4 to 6 feet	Clusters of 4; 15 ft on center	1,940
Pacific willow	*Salix lasiandra*	Tree	Live Pole	4 to 6 feet	Clusters of 4; 15 ft on center	1,940
Chokecherry	*Prunus virginiana*	Shrub	Tubeling	10 in^3	Not in Contract	
Nootka rose	*Rosa nutkana*	Shrub	Tubeling	10 in^3	Not in Contract	
Golden currant	*Ribes aureum*	Shrub	Tubeling	10 in^3	Not in Contract	
Skunkbush sumac	*Rhus trilobata*	Shrub	Tubeling	10 in^3	Not in Contract	
Mock orange	*Philadelphus lewisii*	Shrub	Tubeling	10 in^3	Not in Contract	

UPLAND PLANTING AREAS (27 ACRES) - NOT IN CONTRACT						
COMMON NAME	SCIENTIFIC NAME	STOCK	TYPE	SIZE	DENSITY	QUANTITY
Red elderberry	*Sambucus racemosa*	Shrub	Tubeling	10 in^3	Not in Contract	
Common snowberry	*Symphoricarpos albus*	Shrub	Tubeling	10 in^3	Not in Contract	
Basin wildrye	*Leymus cinereus*	Herbaceous	Tubeling	4 in^3	Not in Contract	
Blue wildrye	*Elymus glaucus*	Herbaceous	Tubeling	4 in^3	Not in Contract	

JOHN R. GAFFNEY
STATE OF WASHINGTON
51075
REGISTERED
PROFESSIONAL ENGINEER
2-27-25

NO.	BY	DATE	REVISION DESCRIPTION

SP, NS, BB DRAWN | JB, JG, EA DESIGNED | JG, EA CHECKED
JG APPROVED | FEBRUARY, 2025 DATE | 220220 PROJECT

CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
TÚUŠI WÁNA FLOODPLAIN ENHANCEMENT
PHASE 1 FINAL DESIGN

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Hood River, OR 97031
541.386.9003
www.interfluve.com

REVEGETATION DETAILS, SEED MIX & PLANTING TABLES

SHEET 29 OF 29

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Amendment No. 4
to

Bonneville Stewardship Funding Agreement
Blue Mountain Land Trust
and the Bonneville Power Administration

I. The Bonneville Power Administration ("BPA") and the Blue Mountain Land Trust ("BMLT") entered into the Bonneville Stewardship Funding Agreement to provide stewardship funding for the Dark Canyon Ranch Property (BPA Tract ID UMATT-WL-2) acquisition on June 25, 2015, attached as Exhibit A ("Agreement"), first amended on November 17, 2021 to add the North Touchet Property (BPA Tract ID UMATT-WL-12), attached as Exhibit B, second amended on November 8, 2023 to add the Touchet Orchard Property (BPA Tract ID UMATT-WL-11), attached as Exhibit C, and third amended on January 27, 2025 to add the UmaBirch Property (BPA Tract ID UMATT-WL-14), attached as Exhibit D.

II. Section V.4 of the Agreement provides:

"BPA and BMLT may, by mutual written agreement, in addition to the property identified…in section II, above, agree to include under the terms of this agreement one or more additional properties where BPA has funded BMLT's purchase of the property(ies) to aid BPA in fulfilling its fish and wildlife protection, mitigation, and enhancement responsibilities under the Pacific Northwest Electric Power and Conservation Act, 16 U.S.C. § 839(b)(h)(10), or the Endangered Species Act, 16 U.S.C. § 1536. In that event, the terms of this Agreement shall apply to the funding BPA provides to BMLT for the stewardship of the additional property(ies), and such additional property(ies) shall be included within the defined term 'Property'. The Parties intend that the Stewardship Funding shall be confined to the property for which it was originally awarded and that the term 'Property' shall be construed to refer to such individual property, except as the context requires otherwise."

III. Using funds provided by BPA, BMLT has acquired a Conservation and Restoration Easement over an additional property, the Tuuŝi Wána Property (BPA TRACT ID UMATT-WL-15).

Therefore, BPA and BMLT hereby agree to amend the Agreement as follows:

A. The term "Properties" as used in the Agreement is amended to include the following property:

    1. Tuuŝi Wána Conservation and Restoration Easement (BPA TRACT ID UMATT-WL-15) – 438.79 acres

B. BPA will provide a lump sum payment of $125,453.61 U.S. Dollars for the Tuuŝi Wána Conservation and Restoration Easement Property which will be added to the Stewardship Funding described in section III.1 of the

33390060 BPA-2026-01154-F 0610

Agreement for use on the Tuuŝi Wána Conservation and Restoration Easement Property.

C. The limitations and obligations that this Amendment No. 4 impose on the BMLT for the Stewardship Funding provided for the Tuuŝi Wána Conservation and Restoration Easement Property shall sunset 30 years after payment on December 31, 2056.

D. All other terms and conditions of the Agreement, as amended, remain in place and apply equally to this Amendment No. 4.

SIGNATURES

The United States Department of Energy, Bonneville Power Administration

BENJAMIN ZELINSKY Digitally signed by BENJAMIN ZELINSKY Date: 2026.03.04 08:18:59 -08'00'

BENJAMIN D. ZELINKSY — Date
Acting Executive Vice President, Environment, Fish and Wildlife

Blue Mountain Land Trust

(b)(6) — 2/24/2026

AMANDA MARTINO — Date
Executive Director

33390060 BPA-2026-01154-F 0611

Exhibit A

Bonneville Stewardship Funding Agreement
Dark Canyon Ranch Property

I. Purpose of the Agreement

The Bonneville Power Administration ("**BPA**") has funded the acquisition by The Blue Mountain Land Trust ("**BMLT**") of a conservation easement on certain real property in Union County, Oregon ("**Property**"). BPA provided this funding to partially fulfill its fish and wildlife mitigation responsibilities under the Pacific Northwest Electric Power and Conservation Act, 16 U.S.C. § 839(b)(h)(10), the Endangered Species Act, 16 U.S.C. § 1531 *et seq.*, and its obligations under the 2008 Columbia Basin Fish Accords Memorandum of Agreement between the Three Treaty Tribes and the Federal Columbia River Power System Action Agencies. In exchange, BMLT granted the United States (acting by and through BPA) third party rights of enforcement in the conservation easement encumbering the Property ("**Conservation Easement**"). BPA and BMLT are the Parties ("**Parties**") to this agreement.

II. Property[/ies] Covered by this Agreement

1. Dark Canyon Ranch (BPA Tract ID UMATT-WL-2)

III. Consideration

1. BPA will make a one-time lump sum payment of $55,000.00 from which BMLT will draw monies as needed to provide stewardship on the Property (the "**Stewardship Funding**").

2. Upon delivery of the Stewardship Funding, BPA will have forever satisfied any and all obligations it may have to BMLT or any other entity or under any law to fund the stewardship of the Property.

3. BMLT will not request or support the requests of others for any additional funding from BPA for stewardship activities on the Property as those activities are described in section IV.2 below. This agreement does not, however, preclude BMLT from seeking other funding from BPA or any other source to restore the Property, as provided in section IV.4 below, to improve the ecological conditions on them for native fish and wildlife. BPA has no obligation to provide additional funding for restoration.

IV. Use of the Stewardship Funding

1. BPA is providing the Stewardship Funding under this agreement for BMLT to provide stewardship on the Property; that is, for land management and maintenance on the Property in a manner that preserves or enhances its conservation value. BMLT must use the Stewardship Funding only in a manner that helps fulfill the terms of the Conservation Easement, legal obligations associated with land ownership not otherwise prohibited by this agreement, and any land management plan for the Property determined by BPA to be consistent with the purpose of the acquisition and the terms of the Conservation Easement.

2. BMLT may expend the Stewardship Funding on land management and maintenance activities, including project management and oversight. BPA encourages BMLT to use the funding for on-the-ground activities wherever possible to ensure protection, maintenance and enhancement of the Conservation Values identified in the Conservation Easement. Notwithstanding the foregoing, Stewardship Funding shall not be used for restoration activities as described in section IV.4, below. Any uncertainty may be referred to BPA for resolution.

   Representative stewardship activities under this agreement include, but are not limited to:
   - Maintain and defend Property boundaries and other legal property interests;
   - Monitor and address surrounding land uses or activities that could adversely affect the conservation values on the Property;
   - Maintain BMLT's realty files including current photos, maps, tax and ownership information;
   - Update site management plans;
   - Maintain roads, trails, gates, fences, locks and signage;
   - Control and prevent unauthorized public access or use;
   - Control and administer authorized access or use, such as for recreation;
   - Prevent encroachment and mitigate risk of catastrophic wildfire;
   - Inventory, map and evaluate habitat conditions;
   - Outreach to neighbors, stakeholders, local governments and volunteers;
   - Detect, map and treat non-native invasive species;
   - Plan, conduct and monitor effects from prescribed fire;
   - Vegetation management, such as planting, seeding, mowing and maintenance of past plantings; or
   - Stewardship Fund reporting.

   Nothing in this paragraph obliges BMLT to perform any of the above-listed stewardship activities unless required by the terms of the Conservation Easement.

3. BMLT is responsible for following applicable state and federal laws and obtaining any required permits when conducting stewardship activities. All activities completed with Stewardship Funding should be done using best management practices.

4. BMLT shall not use Stewardship Funding for restoration activities. For purposes of this agreement, restoration differs from stewardship in that restoration is typically larger scale, often includes earthmoving activities or construction, and occurs only once or at most infrequently. Restoration activities include such things as removing dikes, creating islands, reshaping topography, and placing or removing riprap or pilings.

5. BMLT shall not pay property taxes with Stewardship Funding.

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

V. Stewardship Funding

1. Upon execution of this agreement, BPA will wire the Stewardship Funding to BMLT's designated account.

2. BMLT may invest the principal and any income generated from the Stewardship Funding or the Property consistent with the requirements of the Prudent Investor Rule and may pool the Stewardship Funding with other invested funds. In the event BMLT pools the Stewardship Funding with other funds, BMLT will maintain a separate subaccount for bookkeeping purposes for the Property, which will allow BMLT to accurately track the Stewardship Funding principal, income, fund growth, any other income from the Property, and expenditures from the Stewardship Funding for the activities described in Section IV.

3. In addition, BMLT will deposit any net proceeds from any income generated from the Property through permitted activities (e.g., timber receipts, grazing lease fees, recreational or hunting fees, movie rights or royalties, sale of fixtures, etc.) in the stewardship account for the Property which is established in the manner described above. "Net proceeds" refers to proceeds remaining after necessary expenses related to the income-generating activity. Property taxes may be paid using income generated from the Property.

4. BPA and BMLT may, by mutual written agreement, in addition to the property identified in in section II, above, agree to include under the terms of this agreement one or more additional properties where BPA has funded BMLT's purchase of the property(ies) to aid BPA in fulfilling its fish and wildlife protection, mitigation, and enhancement responsibilities under the Pacific Northwest Electric Power and Conservation Act, 16 U.S.C. § 839(b)(h)(10), or the Endangered Species Act, 16 U.S.C. § 1536. In that event, the terms of this Agreement shall apply to the funding BPA provides to BMLT for the stewardship of the additional property(ies), and such additional property(ies) shall be included within the defined term "Property". The Parties intend that the Stewardship Funding shall be confined to the property for which it was originally awarded and that the term "Property" shall be construed to refer to such individual property, except as the context requires otherwise.

VI. Administrative Provisions

1. BMLT will provide to BPA an annual accounting of the use of the Stewardship Funding, beginning in calendar year 2016, documenting all expenditures made using the Stewardship Funding until the account is exhausted or the agreement expires as outlined in section VI.7, below. BMLT will send the report to F&W Project Manager, KEWM-4, P.O. Box 3621, Portland, Oregon 97208-3621 unless otherwise directed by BPA. BPA may inspect BMLT's books for the stewardship account(s) at any time upon reasonable notice which shall be no less than five business days.

2. This agreement binds the Parties and their successors and assigns.

3. This agreement is meant to support BMLT's stewardship of the Property; however, this agreement does not amend or void any provision, or relieve BMLT of any legal duties or restrictions, under the Conservation Easement or management plan. In the event of any conflict

between the terms of this agreement and the terms of the Conservation Easement, the terms of the Conservation Easement shall control.

4. This agreement is a contract, and is separate and enforceable outside the terms of the Conservation Easement.

5. In the event there are disputes between the Parties relating to this agreement that are not resolved at the staff level, the staff of each Party will present the information and the nature of the dispute to its senior management staff for resolution. Should the Parties be unable to resolve the dispute at the senior staff level, the Parties agree to participate in mediation, using a mutually agreed upon mediator. The mediator will not render a decision, but will assist the disputing Parties in reaching a mutually satisfactory agreement.

6. In the event that BMLT assigns or transfers the Property, BMLT shall transfer the balance of the Stewardship Funding at the same time, including all principal, accrued interest, and other earnings, to the new owner of the property interest (or other entity approved by BPA), and BMLT agrees to provide BPA a signed acknowledgement from the new owner that it understands the conditions for the use of the Stewardship Funding and will abide them. BPA will honor a reasonable, good faith calculation by BMLT of the proper dollar amount to be transferred to the assignee of the Stewardship Funding.

7. The limitations and obligations that this Stewardship Funding Agreement imposes on BMLT expire when either the Stewardship Funding has been fully expended or on September 30, 2045, whichever comes first.

8. Where this Agreement grants or requires BPA approval, unless provided otherwise, BPA shall complete its review and provide its decision within a reasonable time, typically within 30 business days after submission of a completed document from BMLT. For amended or redrafted submissions, review should typically be within 15 business days. BPA shall not withhold its approval unreasonably.

The United States Department of Energy, Bonneville Power Administration

(b)(6)

F. Lorraine Bodi
Vice President, Environment, Fish, and Wildlife

6/10/15
Date

Blue Mountain Land Trust

(b)(6)

Beth Kreger
President

6-25-15
Date

Exhibit B

Amendment No. 1
To

Bonneville Stewardship Funding Agreement
Blue Mountain Land Trust
and the Bonneville Power Administration

I. The Bonneville Power Administration (BPA) and the Blue Mountain Land Trust (BMLT) entered into the Bonneville Stewardship Funding Agreement (Agreement) in June 2015 (attached as Exhibit A).

II. Section V.4 of the Agreement provides:
"BPA and BMLT may, by mutual written agreement, in addition to the property identified in in section II, above, agree to include under the terms of this agreement one or more additional properties where BPA has funded BMLT's purchase of the property(ies) to aid BPA in fulfilling its fish and wildlife protection, mitigation, and enhancement responsibilities under the Pacific Northwest Electric Power and Conservation Act, 16 U.S.C. § 839(b)(h)(10), or the Endangered Species Act, 16 U.S.C. § 1536. In that event, the terms of this Agreement shall apply to the funding BPA provides to BMLT for the stewardship of the additional property(ies), and such additional property(ies) shall be included within the defined term "Property". The Parties intend that the Stewardship Funding shall be confined to the property for which it was originally awarded and that the term "Property" shall be construed to refer to such individual property, except as the context requires otherwise."

III. Using funds provided by BPA, BMLT has acquired one additional property, the North Touchet Property (BPA TRACT ID UMATT-WL-12).

Therefore, BPA and BMLT hereby agree to amend the Agreement as follows:

A. The term "Properties" as used in the Agreement is amended to include the following property:

1. North Touchet (BPA TRACT ID UMATT-WL-12) – 21.65 acres

B. BPA will provide a lump sum payment of $18,541.00 U.S. Dollars for the North Touchet Property which will be added to the Stewardship Funding described in section III.1 of the Agreement for use on the North Touchet Property.

C. The limitations and obligations that this Amendment No. 1 impose on the BMLT for the Stewardship Funding provided for the North Touchet Property shall sunset 30 years after payment on December 31, 2051.

D. The annual report described in Section VI.1 of the Agreement is due on April 15th of each year.

E. All other terms and conditions of the Agreement, as amended, remain in place and apply equally to this Amendment No. 1.

SIGNATURES

The United States Department of Energy, Bonneville Power Administration

SCOTT ARMENTROUT Digitally signed by SCOTT ARMENTROUT Date: 2021.11.17 07:26:24 -08'00'

SCOTT G. ARMENTROUT Date
Executive Vice President, Environment, Fish and Wildlife

Blue Mountain Land Trust

Tim Copeland Digitally signed by Tim Copeland Date: 2021.11.17 09:13:55 -08'00'

TIM COPELAND Date
Executive Director

Exhibit C

Amendment No. 2
to

Bonneville Stewardship Funding Agreement
Blue Mountain Land Trust
and the Bonneville Power Administration

I. The Bonneville Power Administration ("BPA") and the Blue Mountain Land Trust ("BMLT") entered into the Bonneville Stewardship Funding Agreement ("Agreement") to provide stewardship funding for the Dark Canyon Ranch Property (BPA Tract ID UMATT-WL-2) acquisition on June 25, 2015, attached as Exhibit A (Agreement), and amended it on November 17, 2021 to add the North Touchet Property (BPA Tract ID UMATT-WL-12), attached as Exhibit B (Amendment No. 1).

II. Section V.4 of the Agreement provides:

> "BPA and BMLT may, by mutual written agreement, in addition to the property identified in…section II, above, agree to include under the terms of this agreement one or more additional properties where BPA has funded BMLT's purchase of the property(ies) to aid BPA in fulfilling its fish and wildlife protection, mitigation, and enhancement responsibilities under the Pacific Northwest Electric Power and Conservation Act, 16 U.S.C. § 839(b)(h)(10), or the Endangered Species Act, 16 U.S.C. § 1536. In that event, the terms of this Agreement shall apply to the funding BPA provides to BMLT for the stewardship of the additional property(ies), and such additional property(ies) shall be included within the defined term 'Property'. The Parties intend that the Stewardship Funding shall be confined to the property for which it was originally awarded and that the term 'Property' shall be construed to refer to such individual property, except as the context requires otherwise."

III. Using funds provided by BPA, BMLT has acquired one additional property, the Touchet Orchard Property (BPA Tract ID UMATT-WL-11).

Therefore, BPA and BMLT hereby agree to amend the Agreement as follows:

A. The term "Properties" as used in the Agreement is amended to include the following property:

   Touchet Orchard (BPA Tract ID UMATT-WL-11) – 13.88 acres

B. BPA will provide a one-time lump sum payment of $18,491 U.S. Dollars for the Touchet Orchard Property which will be added to the Stewardship Funding described in section III.1 of the Agreement for use on the Touchet Orchard Property.

C. The limitations and obligations that this Amendment No. 2 impose on the BMLT for the Stewardship Funding provided for the Touchet Orchard

Property shall sunset approximately 30 years after payment on September 30, 2053.

D. The annual report described in section VI.1 of the Agreement is due on April 15 of each year.

E. All other terms and conditions of the Agreement, as amended, remain in place and apply equally to this Amendment No. 2.

SIGNATURES

The United States Department of Energy, Bonneville Power Administration

SCOTT ARMENTROUT Digitally signed by SCOTT ARMENTROUT Date: 2023.11.08 10:37:30 -08'00'

SCOTT G. ARMENTROUT — Date
Executive Vice President, Environment, Fish and Wildlife

Blue Mountain Land Trust

Amanda Martino Digitally signed by Amanda Martino Date: 2023.11.08 15:30:08 -08'00'

AMANDA MARTINO — Date
Executive Director

Exhibit D

Amendment No. 3
to

Bonneville Stewardship Funding Agreement
Blue Mountain Land Trust
and the Bonneville Power Administration

I. The Bonneville Power Administration ("BPA") and the Blue Mountain Land Trust ("BMLT") entered into the Bonneville Stewardship Funding Agreement to provide stewardship funding for the Dark Canyon Ranch Property (BPA Tract ID UMATT-WL-2) acquisition on June 25, 2015, attached as Exhibit A ("Agreement"), first amended on November 17, 2021 to add the North Touchet Property (BPA Tract ID UMATT-WL-12), attached as Exhibit B, and second amended on November8, 2023 to add the Touchet Orchard Property (BPA Tract ID UMATT-WL-11), attached as Exhibit C.

II. Section V.4 of the Agreement provides:

"BPA and BMLT may, by mutual written agreement, in addition to the property identified…in section II, above, agree to include under the terms of this agreement one or more additional properties where BPA has funded BMLT's purchase of the property(ies) to aid BPA in fulfilling its fish and wildlife protection, mitigation, and enhancement responsibilities under the Pacific Northwest Electric Power and Conservation Act, 16 U.S.C. § 839(b)(h)(10), or the Endangered Species Act, 16 U.S.C. § 1536. In that event, the terms of this Agreement shall apply to the funding BPA provides to BMLT for the stewardship of the additional property(ies), and such additional property(ies) shall be included within the defined term 'Property'. The Parties intend that the Stewardship Funding shall be confined to the property for which it was originally awarded and that the term 'Property' shall be construed to refer to such individual property, except as the context requires otherwise."

III. Using funds provided by BPA, BMLT has acquired a Conservation and Restoration Easement over an additional property, the Uma-Birch Property (BPA TRACT ID UMATT-WL-14).

Therefore, BPA and BMLT hereby agree to amend the Agreement as follows:

A. The term "Properties" as used in the Agreement is amended to include the following property:

    1. Uma-Birch Conservation and Restoration Easement (BPA TRACT ID UMATT-WL-14) – 942.54 acres

B. BPA will provide a lump sum payment of $72,691.00 U.S. Dollars for the Uma-Birch Conservation and Restoration Easement Property which will be added to the Stewardship Funding described in section III.1 of the Agreement for use on the Uma-Birch Conservation and Restoration Easement Property.

C. The limitations and obligations that this Amendment No. 3 impose on the BMLT for the Stewardship Funding provided for the Uma-Birch Conservation and Restoration Easement Property shall sunset 30 years after payment on December 31, 2054.

D. All other terms and conditions of the Agreement, as amended, remain in place and apply equally to this Amendment No. 3.

SIGNATURES

The United States Department of Energy, Bonneville Power Administration

SCOTT ARMENTROUT Digitally signed by SCOTT ARMENTROUT Date: 2025.01.08 16:18:55 -08'00'

SCOTT G. ARMENTROUT — Date
Executive Vice President, Environment, Fish and Wildlife

Blue Mountain Land Trust

(b)(6)

01/27/25

AMANDA MARTINO — Date
Executive Director

BONNEVILLE POWER ADMINISTRATION
RECORDING COVER SHEET

Return Address
AFTER RECORDING RETURN TO
Blue Mountain Land Trust
P.O. Box 1473
Walla Walla, WA 99362

Please print or type information

Document Title(s) (or transactions contained therein):

Deed of Access Easement

Grantor(s)

Touchet River Ranch, LLC

Grantee(s)

Blue Mountain Land Trust and The United States of America acting by and through the Department of Energy, Bonneville Power Administration

Legal description (abbreviated: i.e., lot, block, plat or section, township, range)

Ptn. of Walla Walla Co. Tax Lot 340929330004 , 0005, 0007, 0008

Complete legal on pages 5-6 of document.

Consideration

NO MONETARY CONSIDERATION ($0.00)

Assessor's Property Tax Parcel/Account Number

340929330004 , 0005, 0007, 0008

Cover sheet in accordance with RCW 65.04.45 & 65.04.47

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02/25/2026 11:50:36 AM Page 1 of 12 Fees: 314.50
Sheryl R Park County Auditor, Walla Walla County WA

AFTER RECORDING, RETURN TO:
Blue Mountain Land Trust
P.O. Box 1473
Walla Walla, WA 99362
Ptn. of Walla Walla Co. Tax Lot
340929330004
Bonneville Tract ID: UMATT-AR-15

WALLA WALLA CO. TREASURER
REAL ESTATE EXCISE TAX PAID
JAN 25 2026
NO. 150795
AMT. $20.30

ACCESS EASEMENT

This DEED OF ACCESS EASEMENT ("Access Easement") is executed by John B. Gailey and Susan K. Gailey, managers and members of Touchet River Ranch, LLC, a Washington limited liability company ("Grantor"), having an address of 6539 Luckenbill Rd, Walla Walla, WA 99362, in favor of Blue Mountain Land Trust, a Washington nonprofit corporation ("Blue Mountain Land Trust"), having an address of P.O. Box 1473, Walla Walla, Washington, 99362, the United States of America, acting by and through the United States Department of Energy, Bonneville Power Administration ("Bonneville"), having an address of P.O. Box 3621, Portland, Oregon, 97208-3621 (collectively "Grantee").

Grantor is the owner of certain real property (also known as the "Burdened Property") located in Walla Walla County and legally described in Exhibit A (Legal Description – Burdened Property).

Grantee holds a Conservation and Restoration Easement over a portion of Grantor's fee-owned property, where Bonneville is the acquiring federal agency holding third party beneficiary rights, as legally described in Exhibit B (Legal Description – Conservation and Restoration Easement) and shown in Exhibit C (Map – Burdened Property and Conservation and Restoration Easement).

Grantor, as owner of the Burdened Property, subject in part to the Conservation and Restoration Easement, for and in consideration of the funding that Bonneville provided to acquire the Conservation and Restoration Easement, in hand paid, conveys and warrants to Grantee – the Blue Mountain Land Trust and its employees, contractors, representatives, successors, or assigns, including the Confederated Tribes of the Umatilla Indian Reservation, and the United States of America and its assigns – the following rights of access across over, under, upon, and across the Burdened Property, where such Access Easement is legally described and shown in Exhibit D (Access Easement – Legal Description and Map):

> The perpetual and irrevocable right to enter the Burdened Property for the purpose of ingress and egress to the Conservation and Restoration Easement. This right of access includes utilizing motor vehicles, drones or on foot.

Grantor agrees to maintain, at Grantor's cost, the Access Easement in such a condition that it is reasonable to permit vehicular access or access on foot to the Conservation and Restoration Easement.

Blue Mountain Land Trust, its employees, contractors, representatives, successors and assigns, shall indemnify, defend, and hold harmless Grantor, its agents, heirs, successors, and assigns, from any and all costs, liabilities, damages, losses, claims, actions or proceedings which may be

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claimed to have arisen out of any damage, accident, injury or other similar occurrences in the Access Easement area arising from the exercise of or the use of the Access Easement area by Blue Mountain Land Trust, its guests, invitees, agents, or contractors except such injury, loss, or damage as shall have been caused by the negligence or willful act of Grantor, its agents, guests, invitees, successors or assigns. Bonneville is a federal agency; any claim for personal injury, death, or property damage against Bonneville (the United States) must be made in accordance with the Federal Tort Claims Act, 28 U.S.C. §§ 1346(b), 1402(b), 2401(b), and ch. 171.

The effective date of this Access Easement is the date it is fully executed and recorded in the records of Walla Walla County, Washington.

All exhibits are incorporated and made a part of this Access Easement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate the day and year hereinabove written.

Grantor, Touchet River Ranch, LLC:

(b)(6)

John B. Gailey
Manager and Member

2-25-26
Date

(b)(6)

Susan K. Gailey
Manager and Member

02/25/26
Date

Acceptance by Grantee, Blue Mountain Land Trust, Holder of Conservation and Restoration Easement

(b)(6)

Amanda Martino, Executive Director

2-25-26
Date

Acceptance by the United States, Third Party Beneficiary to the Conservation and Restoration Easement

(b)(6)

Luke Arant, Supervisory Realty Specialist
Bonneville Power Administration

13 Feb 2026
Date

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ACKNOWLEDGMENT

STATE OF: Washington)
)ss.
COUNTY OF: Walla Walla)

I certify that I know or have satisfactory evidence that **John Gailey, Manager and Member, Touchet River Ranch, LLC,** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

GIVEN under my hand and official seal this 25th day of Feb, 2026.

MARIA F LEON
COMM. #21002761
NOTARY PUBLIC
EXPIRES 02/12/2027
STATE OF WASHINGTON

(b)(6)

Notary Public in and for the State of Washington

Print Name Maria Leon

My commission expires 2/12/27

ACKNOWLEDGMENT

STATE OF: Washington)
)ss.
COUNTY OF: Walla Walla)

I certify that I know or have satisfactory evidence that **Susan Gailey, Manager and Member, Touchet River Ranch, LLC,** is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument, and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

GIVEN under my hand and official seal this 25th day of Feb, 2026.

MARIA F LEON
COMM. #21002761
NOTARY PUBLIC
EXPIRES 02/12/2027
STATE OF WASHINGTON

(b)(6)

Notary Public in and for the State of Washington

Print Name Maria Leon

My commission expires 2/12/27

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ACKNOWLEDGMENT

STATE OF: Washington)
)ss.
COUNTY OF: Walla Walla)

I certify that I know or have satisfactory evidence that **Amanda Martino, Executive Director of the Blue Mountain Land Trust**, a Washington nonprofit corporation, is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

GIVEN under my hand and official seal this 25th day of Feb., 2026.

MARIA F LEON
COMM. #21002761
NOTARY PUBLIC
EXPIRES 02/12/2027
STATE OF WASHINGTON

(b)(6) [redacted]
Notary Public in and for ~~the~~ State of Washington

Print Name Maria Leon

My commission expires 2/12/27

ACKNOWLEDGMENT

STATE OF: OREGON)
)ss:
COUNTY OF: MULTNOMAH)

I certify that I know or have satisfactory evidence that **Luke Arant, Supervisory Realty Specialist of the United States of America, Bonneville Power Administration**, is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

GIVEN under my hand and official seal this 13 day of ~~February~~ 2026.

OFFICIAL STAMP
JENNIFER THOMAS
NOTARY PUBLIC - OREGON
COMMISSION NO. 1059274
MY COMMISSION EXPIRES MAY 29, 2029

(b)(6) [redacted]
Notary Public in and for the State of Oregon

Print Name JENNIFER THOMAS

My commission expires MAY 29, 2029

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EXHIBIT A
Legal Description– Burdened Property

Beginning at a point in the North line of the Southwest Quarter of the Southwest Quarter of Section 29 in Township 9 North, Range 34 East of the Willamette Meridian, said point being 89.3 feet East, measured along the said North line from the Northwest corner of the said Southwest Quarter of the Southwest Quarter, and run thence South 21°18' East, a distance of 350.0 feet; thence North 84°40' West, 325.0 feet; thence South 4°12' East, 545.0 feet; thence South 28°07' East, 218.0 feet; thence South 51°40' East, 197.0 feet; thence South 9°02' East, 800.00 feet; thence South 18°08'West, 200.00 feet; thence South 24°29' West, 225.0 feet; thence South 30°01 West, 112.0 feet; thence South 79°21' West, 80.0 feet; thence North 81°41' West, 60.0 feet; thence North 57°00' West, 345.0 feet; thence South 49°37' West, 220.00 feet; thence South 11°58' East, 280.0 feet; thence South 9°33' East, 370.0 feet; thence South 34°22' East, 250.0 feet; thence South 30°05' East, 617.0 feet; thence South 19°24' West, 416.0 feet; thence South 10°38' West, 280.0 feet; thence South 38°37' West, 200.00 feet; thence South 49°50' West, 440.0 feet; thence South 52°30' West, 374.2 feet; thence South 70°20' West, 200.0 feet; thence North 78°57' West, 85.0 feet; thence North 63°06' West, 170.0 feet; thence North 72°33' West, 730.0 feet; thence South 65°35' West, 280.0 feet; thence South 71°41' West, 215.0 feet; thence South 59°30' West, 240.0 feet; thence South 49°00' West, 255.0 feet; thence South 43°37' West 260 feet; thence South 51°02' West, 158.0 feet; thence South 59°18' West, 280.0 feet; thence South 70°17' West, 170.0 feet; thence South 40°55' West, 265.0 feet; thence South 58°22' West, 130.0 feet; thence South 66°00' West, 400.00 feet; thence South 70°22' West, 250.0 feet; thence South 89°18' West, 320.0 feet; thence North 27°33' West, 120.0 feet; thence South 60°15' West, 290.0 feet; thence South 61°11' West, 570.0 feet; thence South 65°42' West, 385.0 feet; thence South 72°33' West, 135.0 feet; thence South 85°30' West, 215.0 feet; thence South 68°43' West, 527.0 feet; thence South 71°12' West, 70.0 feet; thence South 45°47' West, 455.0 feet; thence South 76°09' West, 150.2 feet; thence South 43°02' West, 190.0 feet; thence South 56°52' West, 100.0 feet; thence South 62°05' West , 175.3 feet; thence North 13°26' West, 463.0 feet; thence North 10°20' West, 110.0 feet; thence North 40°40' West, 93.0 feet; thence North 20°85' West, 165.0 feet, more or less, to a point in the North and South center line of Section 1, Township 8 North Range 33 East of Willamette Meridian, said point being 281.0 feet South of the North Quarter corner of the said Section 1; thence South along the said centerline 2432.2 feet; thence North 41°53' East, 858.7 feet; thence North 48°43' East 514.2 feet; thence North 74°42' East, 257.3 feet; thence South 86°51' East, 331.8 feet; thence North 78°12' East, 323.5 feet; thence North 74°47' East, 798.8 feet to a point in the East line of the aforesaid Section 1, said point being 1409.3 feet South measured along said East line from the Northeast corner of the said Section 1; thence North 76°09' East, 249.7 feet; thence South 85°54' East, 296.8 feet; thence North 85°14' East, 268.8 feet; thence North 73°33' East, 966.2 feet; thence North 52°48' East, 1214.5 feet; thence North 58°55' East, 290.7 feet; thence North 69°33' East, 260.2 feet; thence North 56°06' East, 178.4 feet to a point in the North line of Section 6 Township 8 North of Range 34 East of the Willamette Meridian, said point being 1920.1 feet West; measured along the said North line, from the Northeast corner of said Section 6; thence North 56°06' East, 314.9 feet; thence South 81°11' East, 349.3 feet to a point in the East line of the West half of the Southeast Quarter of Section 31, Township 9 North, Range 34 East of the Willamette Meridian, said point being 125.0 feet North, measured along the said East line from the Southeast corner of the West half of the Southeast Quarter of Section 31; thence South 125 feet to the Southeast

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corner of the aforesaid West half of the Southeast Quarter; thence East along the South line of the Said Section 31, and the South line of Section 32 of the aforesaid Township and Range, to the Southeast corner of the West half of the West half of the said Section 32; thence North, along the East line of the said West half of the West half, and the East line of the Southwest Quarter of the Southwest Quarter of Section 29, Township 9 North, Range 34 East of the Willamette Meridian, to the Northeast corner of the said Southwest Quarter of the Southwest Quarter; thence West, along the North line of the said Southwest Quarter of the Southwest Quarter to THE POINT OF BEGINNING.

EXCEPTING THEREFROM that portion lying in the County road.

Situated in Walla Walla County, State of Washington.

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EXHIBIT B
Legal Description – Conservation and Restoration Easement
(BPA Tract ID UMATT-WL-15)

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, THE WEST HALF OF THE WEST HALF OF SECTION 32, THE EAST HALF OF THE NORTHEAST QUARTER AND THE SOUTH HALF OF SECTION 31, ALL IN TOWNSHIP 9 NORTH, RANGE 34 EAST OF THE WILLAMETTE MERIDIAN; THE NORTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 8 NORTH, RANGE 34 EAST OF SAID WILLAMETTE MERIDIAN; AND THE NORTHEAST QUARTER OF SECTION 1 IN TOWNSHIP 8 NORTH, RANGE 33 EAST OF SAID WILLAMETTE MERIDIAN, SAID LANDS BEING A PORTION OF THOSE LANDS CONVEYED TO IVAN J. ECCLES AND EDNA ECCLES BY THAT WARRANTY DEED RECORDED MAY 8, 1968 IN BOOK 326 OF DEEDS AT PAGE 601 UNDER AUDITOR'S FILE NO. 494082, EXCEPTING THEREFROM THOSE LANDS CONVEYED TO CASEY FARMS, INC. BY THAT WARRANTY FULFILLMENT DEED RECORDED JANUARY 6, 1978 IN VOLUME 74 OF DEEDS AT PAGE 345 UNDER AUDITOR'S FILE NO. 1978-00153, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHEAST CORNER OF SECTION 31 IN TOWNSHIP 9 NORTH, RANGE 34 EAST, WILLAMETTE MERIDIAN, WHICH POINT IS ALSO THE SOUTHEAST CORNER OF THOSE LANDS CONVEYED TO IVAN J. ECCLES AND EDNA ECCLES BY THAT WARRANTY DEED RECORDED MAY 8, 1968 IN BOOK 326 OF DEEDS AT PAGE 601 UNDER AUDITOR'S FILE NO. 494082, SAID POINT BEING MARKED BY A 3/4-INCH IRON ROD, FROM WHICH A 1/2-INCH IRON REBAR MARKING THE SOUTHWEST CORNER OF SAID SECTION 31 BEARS S88°47'10"W A DISTANCE OF 5285.49 FEET, AND RUNNING THENCE ALONG THE BOUNDARY OF SAID ECCLES LANDS BY THE FOLLOWING COURSES AND DISTANCES:

ALONG THE SOUTH LINE OF SAID SECTION 31, S88°47'10"W A DISTANCE OF 1321.37 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 31; THENCE ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, N01°16'09"W A DISTANCE OF 125.00 FEET; THENCE N82°34'11"W A DISTANCE OF 339.27 FEET; THENCE S55°00'59"W A DISTANCE OF 316.61 FEET TO A POINT ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE CONTINUING S55°00'59"W A DISTANCE OF 179.37 FEET; THENCE S68°27'59"W A DISTANCE OF 261.61 FEET; THENCE S57°49'59"W A DISTANCE OF 292.28 FEET; THENCE S51°42'59"W A DISTANCE OF 1221.10 FEET; THENCE S72°27'59"W A DISTANCE OF 971.45 FEET; THENCE S84°08'59"W A DISTANCE OF 270.26 FEET; THENCE N86°59'01"W A DISTANCE OF 298.41 FEET; THENCE S75°03'59"W A DISTANCE OF 251.06 FEET TO A POINT ON THE EAST LINE OF SECTION 1 IN TOWNSHIP 8 NORTH, RANGE 33 EAST OF SAID WILLAMETTE MERIDIAN; THENCE S73°33'21"W A DISTANCE OF 799.95 FEET; THENCE S76°58'21"W A DISTANCE OF 323.96 FEET; THENCE N88°04'39"W A DISTANCE OF 332.28 FEET; THENCE S73°28'21"W A DISTANCE OF 257.67 FEET; THENCE S47°29'21"W A DISTANCE OF 514.94 FEET; THENCE S40°39'21"W A DISTANCE OF 799.86 FEET TO A POINT IN A

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LINE PARALLEL WITH AND 30.00 FEET EAST OF THE WEST LINE OF THE EAST HALF OF SAID SECTION 1, SAID POINT BEARING N40°39'21"E A DISTANCE OF 60.08 FEET FROM A POINT IN SAID WEST LINE OF THE EAST HALF WHICH IS 2432.20 FEET SOUTH, MEASURED ALONG SAID WEST LINE, FROM THE NORTHWEST CORNER OF SAID EAST HALF OF SECTION 1;

THENCE ALONG SAID PARALLEL LINE, N01°05'26"W A DISTANCE OF 2277.16 FEET TO A POINT IN THE SOUTH LINE OF THOSE LANDS CONVEYED TO CASEY FARMS, INC. BY THAT WARRANTY FULFILLMENT DEED RECORDED JANUARY 6, 1978 IN VOLUME 74 OF DEEDS AT PAGE 345 UNDER AUDITOR'S FILE NO. 1978-00153, SAID POINT BEARING S21°02'14"E A DISTANCE OF 117.26 FEET FROM A POINT IN SAID WEST LINE OF THE EAST HALF OF SECTION 1 WHICH IS 281.00 FEET SOUTH, MEASURED ALONG SAID WEST LINE, FROM SAID NORTHWEST CORNER OF SAID EAST HALF; THENCE LEAVING THE BOUNDARY OF SAID ECCLES LANDS AND RUNNING ALONG THE BOUNDARY OF SAID CASEY LANDS BY THE FOLLOWING COURSES AND DISTANCES:

S21°02'14"E A DISTANCE OF 47.60 FEET; THENCE S41°37'14"E A DISTANCE OF 92.92 FEET; THENCE S11°17'14"E A DISTANCE OF 109.90 FEET; THENCE S14°23'14"E A DISTANCE OF 462.59 FEET; THENCE N61°07'46"E A DISTANCE OF 174.84 FEET; THENCE N55°54'46"E A DISTANCE OF 99.91 FEET; THENCE N42°04'46"E A DISTANCE OF 189.83 FEET; THENCE N75°11'46"E A DISTANCE OF 150.07 FEET; THENCE N44°49'46"E A DISTANCE OF 454.59 FEET; THENCE N70°14'46"E A DISTANCE OF 69.94 FEET; THENCE N67°45'46"E A DISTANCE OF 526.53 FEET; THENCE N84°32'46"E A DISTANCE OF 214.81 FEET; THENCE N71°35'46"E A DISTANCE OF 134.88 FEET; THENCE N64°44'46"E A DISTANCE OF 384.66 FEET; THENCE N60°13'46"E A DISTANCE OF 41.66 FEET TO THE NORTH LINE OF SAID SECTION 1;
THENCE LEAVING SAID BOUNDARY OF THE CASEY LANDS AND RUNNING ALONG SAID NORTH LINE OF SECTION 1, N88°43'42"E A DISTANCE OF 250.46 FEET TO THE NORTHEAST CORNER OF SAID SECTION 1, WHICH IS ALSO THE WEST LINE OF SECTION 31 AFORESAID; THENCE ALONG SAID WEST LINE OF SECTION 31, N01°35'34"W A DISTANCE OF 135.57 FEET TO A POINT IN THE AFORESAID BOUNDARY OF THE CASEY LANDS;

THENCE CONTINUING ALONG SAID BOUNDARY OF THE CASEY LANDS BY THE FOLLOWING COURSES AND DISTANCES:

N60°13'46"E A DISTANCE OF 243.70 FEET; THENCE N59°17'46"E A DISTANCE OF 289.74 FEET; THENCE S28°30'14"E A DISTANCE OF 119.89 FEET; THENCE N88°20'46"E A DISTANCE OF 319.71 FEET; THENCE N69°24'46"E A DISTANCE OF 249.78 FEET; THENCE N65°02'46"E A DISTANCE OF 399.64 FEET; THENCE N57°24'46"E A DISTANCE OF 129.88 FEET; THENCE N39°57'46"E A DISTANCE OF 264.76 FEET; THENCE N69°19'46"E A DISTANCE OF 169.85 FEET; THENCE N58°20'46"E A DISTANCE OF 279.75 FEET; THENCE N50°04'46"E A DISTANCE OF 157.86 FEET; THENCE N42°39'46"E A DISTANCE OF 259.77 FEET; THENCE N48°02'46"E A DISTANCE OF 254.77 FEET; THENCE N58°32'46"E A DISTANCE OF 239.79 FEET; THENCE N70°43'46"E A DISTANCE

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OF 214.81 FEET; THENCE N64°37'46"E A DISTANCE OF 279.75 FEET; THENCE S73°30'14"E A DISTANCE OF 729.35 FEET; THENCE S64°03'14"E A DISTANCE OF 169.85 FEET; THENCE S79°54'14"E A DISTANCE OF 84.92 FEET; THENCE N69°22'46"E A DISTANCE OF 199.82 FEET; THENCE N51°32'46"E A DISTANCE OF 373.87 FEET; THENCE N48°52'46"E A DISTANCE OF 439.61 FEET; THENCE N37°39'46"E A DISTANCE OF 199.82 FEET; THENCE N09°40'46"E A DISTANCE OF 279.75 FEET; THENCE N18°26'46"E A DISTANCE OF 415.63 FEET; THENCE N31°02'14"W A DISTANCE OF 616.45 FEET; THENCE N35°19'14"W A DISTANCE OF 249.78 FEET; THENCE N10°30'14"W A DISTANCE OF 369.67 FEET; THENCE N12°55'14"W A DISTANCE OF 279.75 FEET; THENCE N48°39'46"E A DISTANCE OF 219.80 FEET; THENCE S57°57'14"E A DISTANCE OF 344.69 FEET; THENCE S82°38'14"E A DISTANCE OF 59.95 FEET; THENCE N78°23'46"E A DISTANCE OF 79.93 FEET; THENCE N29°03'46"E A DISTANCE OF 111.90 FEET; THENCE N23°31'46"E A DISTANCE OF 224.80 FEET; THENCE N17°10'46"E A DISTANCE OF 199.82 FEET;

THENCE LEAVING SAID BOUNDARY OF THE CASEY LANDS AND RUNNING N24°08'29"E A DISTANCE OF 826.33 FEET; THENCE S67°01'57"E A DISTANCE OF 516.80 FEET TO A POINT IN THE CENTER OF THE TOUCHET RIVER; THENCE ALONG SAID TOUCHET RIVER, N54°43'59"E A DISTANCE OF 160.24 FEET TO A POINT; THENCE DEPARTING SAID RIVER AND RUNNING S00°35'18"E A DISTANCE OF 564.74 FEET TO A POINT IN A FENCE; THENCE ALONG SAID FENCE BY THE FOLLOWING SIX COURSES:

S40°18'47"W A DISTANCE OF 230.16 FEET; THENCE S14°26'21"W A DISTANCE OF 204.36 FEET; THENCE S25°15'17"W A DISTANCE OF 180.44 FEET; THENCE S04°08'24"E A DISTANCE OF 157.61 FEET; THENCE S42°48'02"E A DISTANCE OF 253.97 FEET; THENCE N79°23'22"E A DISTANCE OF 103.52 FEET;

THENCE LEAVING SAID FENCE AND RUNNING S00°59'46"E A DISTANCE OF 1,236.37 FEET TO A CORNER IN SAID FENCE; THENCE ALONG SAID FENCE, S00°02'50"W A DISTANCE OF 1,166.78 FEET; THENCE CONTINUING ALONG SAID FENCE AND THE SOUTHERLY EXTENSION THEREOF, S00°15'27"E A DISTANCE OF 1,460.30 FEET TO A POINT IN THE SOUTH LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 32; THENCE ALONG SAID SOUTH LINE, S88°50'35"W A DISTANCE OF 1208.53 FEET TO THE POINT OF BEGINNING;

HAVING AN AREA OF 19,113,683 SQUARE FEET, 438.79 ACRES, MORE OR LESS.

SITUATED IN THE COUNTY OF WALLA WALLA, STATE OF WASHINGTON.

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EXHIBIT C

Map – Burdened Property and Conservation and Restoration Easement

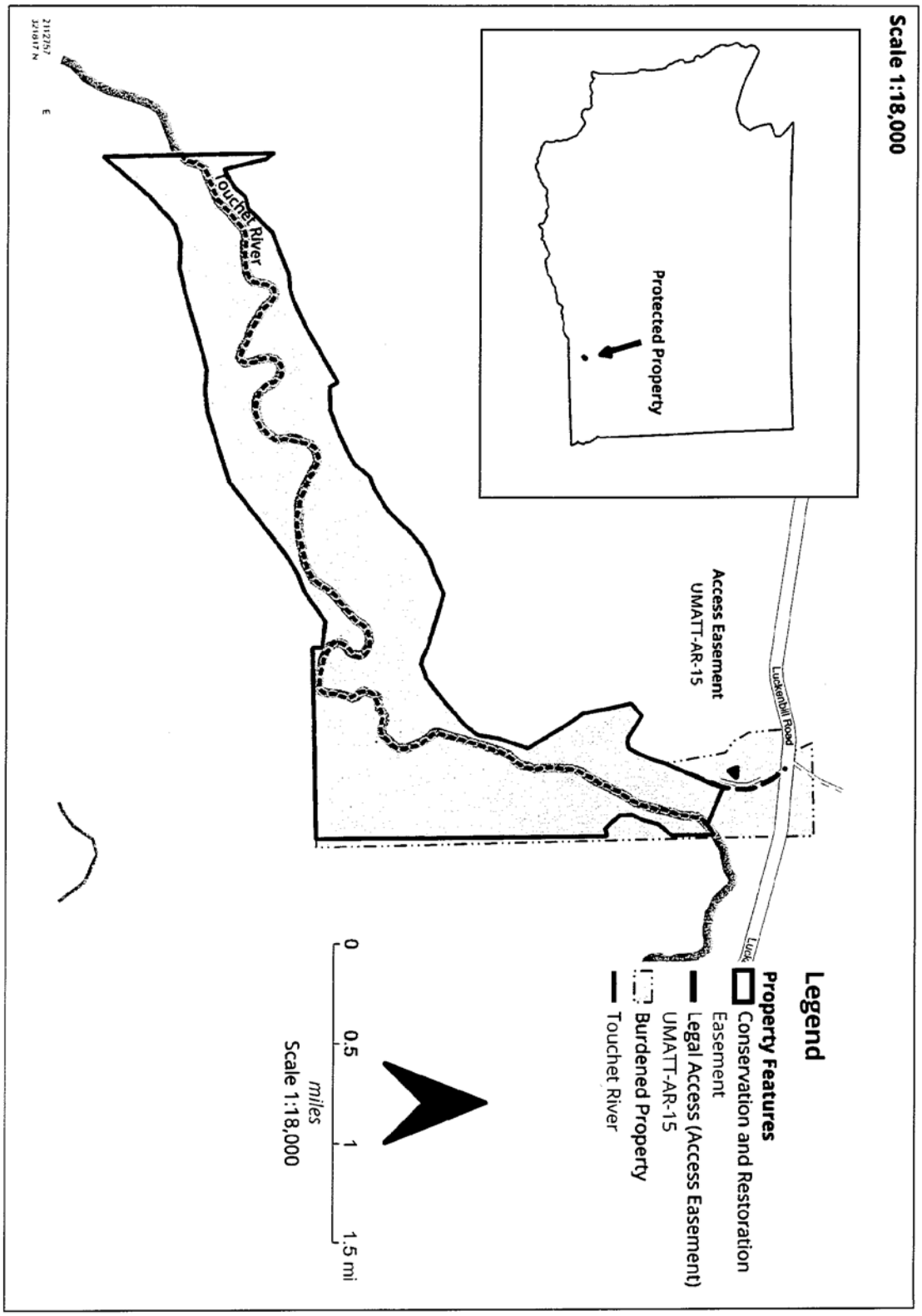

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EXHIBIT D

Access Easement – Legal Description (BPA Tract ID UMATT-AR-15)

A STRIP OF LAND 15.00 FEET IN WIDTH, LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29 AND THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 9 NORTH, RANGE 34 EAST, WILLAMETTE MERIDIAN, SAID STRIP BEING 7.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT ON THE SOUTH LINE OF LUCKENBILL COUNTY ROAD WHICH IS 414.23 FEET EAST, MEASURED AT RIGHT ANGLES, FROM THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 29, SAID POINT FALLING IN THE CENTERLINE OF AN EXISTING DRIVEWAY, AND RUNNING THENCE ALONG SAID CENTERLINE BY THE FOLLOWING NINE COURSES:

THENCE S44°33'59"E A DISTANCE OF 108.24 FEET TO A POINT OF CURVATURE WITH A TANGENT CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 400.00 FEET; THENCE ALONG SAID CURVE, HAVING AN ARC LENGTH OF 134.58 FEET, WITH A DELTA ANGLE OF 19°16'36", A CHORD BEARING OF S34°55'41"E, AND A CHORD LENGTH OF 133.94 FEET; THENCE S25°17'23"E A DISTANCE OF 233.49 FEET TO A POINT OF CURVATURE WITH A TANGENT CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 250.00 FEET; THENCE ALONG SAID CURVE, HAVING AN ARC LENGTH OF 114.86 FEET, WITH A DELTA ANGLE OF 26°19'24", A CHORD BEARING OF S12°07'41"E, AND A CHORD LENGTH OF 113.85 FEET; THENCE S01°02'01"W A DISTANCE OF 101.82 FEET TO A POINT OF CURVATURE WITH A TANGENT CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 250.00 FEET; THENCE ALONG SAID CURVE, HAVING AN ARC LENGTH OF 29.00 FEET, WITH A DELTA ANGLE OF 06°38'49", A CHORD BEARING OF S04°21'25"W, AND A CHORD LENGTH OF 28.99 FEET; THENCE S07°40'49"W A DISTANCE OF 115.80 FEET TO A POINT OF CURVATURE WITH A TANGENT CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 500.00 FEET; THENCE ALONG SAID CURVE, HAVING AN ARC LENGTH OF 117.01 FEET, WITH A DELTA ANGLE OF 13°24'32", A CHORD BEARING OF S14°23'05"W, AND A CHORD LENGTH OF 116.75 FEET; THENCE S21°05'21"W A DISTANCE OF 337.15 FEET TO THE INTERSECTION OF SAID CENTERLINE WITH THE BOUNDARY OF A CONSERVATION EASEMENT;

THE SIDELINES OF SAID STRIP BEING SHORTENED OR LENGTHENED ON THE NORTH TO MEET THE AFORESAID RIGHT-OF-WAY OF LUCKENBILL ROAD, AND ON THE SOUTH TO MEET THE BOUNDARY OF SAID CONSERVATION EASEMENT.

SAID STRIP HAVING AN AREA OF 19,663 SQUARE FEET, 0.45 ACRES, MORE OR LESS.

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BONNEVILLE POWER ADMINISTRATION
RECORDING COVER SHEET

Return Address
AFTER RECORDING RETURN TO
Blue Mountain Land Trust
P.O. Box 1473
Walla Walla, WA 99362

Please print or type information

Document Title(s) (or transactions contained therein): Deed of Conservation and Restoration Easement
Grantor(s) Touchet River Ranch, LLC
Grantee(s) Blue Mountain Land Trust and The United States of America acting by and through the Department of Energy, Bonneville Power Administration
Legal description (abbreviated: i.e., lot, block, plat or section, township, range) Ptn. of Sections 31 and 32, T9N, R34E, Sections 5 and 6, T8N, R33E, and Section 1 T8N, R33E, W.M. Walla Walla County, WA Complete legal on pages 34-36 of document.
Consideration Two Million Five Thousand ($2,005,000.00)
Assessor's Property Tax Parcel/Account Number 340929330004, 340929330007, 340929330005, 340929330008
Cover sheet in accordance with RCW 65.04.45 & 65.04.47

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AFTER RECORDING, RETURN TO:
Blue Mountain Land Trust
P.O. Box 1473
Walla Walla, WA 99362
Ptn. of Sections 31 and 32, T9N, R34E, Sections 5 and 6, T8N, R33E, and Section 1 T8N, R33E, W.M. Walla Walla County, WA
Bonneville Tract ID: UMATT-WL-15

WALLA WALLA CO. TREASURER
REAL ESTATE EXCISE TAX PAID
JAN 25 2026
NO. 150746
AMT. $30,666.20

DEED OF CONSERVATION AND RESTORATION EASEMENT

THIS DEED OF CONSERVATION AND RESTORATION EASEMENT ("**Conservation and Restoration Easement**") is made effective as of the date of the first recording by JOHN B. GAILEY and SUSAN K. GAILEY, managers and members of TOUCHET RIVER RANCH, L.L.C., a Washington limited liability company ("**Grantor**"), having an address of 222 Indian Court, Richland, WA, 99352, in favor of BLUE MOUNTAIN LAND TRUST, a Washington nonprofit corporation, and its successors and assigns ("**Grantee**"), having an address of P.O. Box 1473 Walla Walla, WA 99362, holder of the Conservation and Restoration Easement, and the UNITED STATES OF AMERICA, acting by and through the United States Department of Energy, Bonneville Power Administration ("**Bonneville**"), a third party beneficiary having certain rights described herein. Grantor and Grantee may be individually referred to as "Party" or collectively referred to as "**Parties.**"

I. RECITALS

A. Protected Property. Grantor is the owner in fee simple of certain real property situated approximately 15 miles northwest of the City of Walla Walla in Walla Walla County, Washington. A 438.79-acre portion of Grantor's larger 492.75-acre real property will be permanently protected by this Conservation and Restoration Easement, which will protect significant proposed habitat restoration and channel modification along approximately three river miles of the Touchet River, once implemented ("**Protected Property**," also commonly referred to as Túuši Wána). The remaining 53.96-acre portion of Grantor's larger 492.75-acre real property is outside of the Protected Property and will not be subject to this Conservation and Restoration Easement. Through a separate Deed of Access Easement, attached as **Exhibit J** (Access Easement), a fully executed copy of which is to be recorded in the records of Walla Walla County, Washington, Grantor will convey an access easement to Grantee and Bonneville over and across that 53.96-acre portion outside of the Protected Property to allow for ingress and egress to the Protected Property (Bonneville Tract ID UMATT-AR-15). See **Exhibit A** and **Exhibit B** for a legal description and map of the Protected Property.

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B. **Planned Restoration Work.** The Confederated Tribes of the Umatilla Indian Reservation ("**CTUIR**") are responsible for the planning, design, and proposed phased implementation of a large-scale habitat restoration project ("**Planned Restoration Work**" a/k/a Túuši Wána Floodplain Enhancement Project) along approximately three river miles of the Touchet River occurring entirely within the Protected Property, in coordination with and funded by Bonneville (Project # 1996-046-01 EXP Walla Walla Basin Fish Habitat Enhancement), and in coordination with Grantor pursuant to a Riparian and Conservation Agreement executed in January 2022 and amended April 1, 2025, attached as **Exhibit C** (Riparian Conservation Agreement) and **Exhibit K** (Amended Riparian Conservation Agreement). The Planned Restoration Work is intended to improve habitat for juvenile and adult ESA-listed salmonids, and may include, but is not limited to, channel or side-channel excavation, construction and placement of large woody material structures, and reseeding native grasses and planting riparian vegetation.

C. **Protected Water.** Grantor is also the holder of one Surface Water Right Certificate (**Exhibit D**, Touchet River Adjudicated Certificate #345) appurtenant to its fee-owned real property allowing for irrigation of 219.0 acres from the Touchet River, with certain seasonal and annual restrictions. As part of this Conservation and Restoration Easement transaction and the Riparian and Conservation Agreement with CTUIR, Grantor, in partnership with the CTUIR, will file a change application with Washington State Department of Ecology ("**Ecology**"), Trust Water Rights Program, where the net effect will: (1) enable the permanent transfer of 208.76 acres of Certificate #345, in the amount of 3.21 cfs from April 1 to September 15, and 4.174 cfs from September 15 to April 1, instream in the Touchet River for the benefit of fish and wildlife ("**Protected Water**"); and (2) enable Grantor to reserve 10.24 acres of Certificate #345 ("**Reserved Water Rights**") for use on Grantor's fee-owned land outside of and adjacent to the Protected Property. Ecology will make the final determination of the actual water quantity available for protection and retention as a result of the change application review and approval process. The change process is described further in Section II.D (Change Process for Protected Water and Reserved Water Rights).

D. **Qualified Organization.** Grantee is a publicly-supported, tax-exempt non-profit organization, qualified under Sections 501(c)(3) and 170(h) of the Internal Revenue Code of 1986, as amended, 26 U.S.C. [United States Code] §§ 1 *et seq.*, and RCW [Revised Code of Washington] §§ 64.04.130 and 84.34.250, to hold this Conservation and Restoration Easement. Grantee's primary purpose is to acquire, preserve, and dispose of privately-owned fee and less-than-fee real property interests to protect open space, agricultural, forest, fish and wildlife habitat, and historically significant lands in southeast Washington and Eastern Oregon. Grantee has resources to monitor and enforce the restrictions set forth in this Conservation and Restoration Easement.

E. **Funding and Authority (General).** Bonneville is a power-marketing agency having legal obligations under the Pacific Northwest Electric Power Planning and Conservation Act, 16 U.S.C. §§ 839-839h ("**Northwest Power Act**"), to protect, mitigate, and enhance fish and wildlife, including related spawning grounds and habitat, affected by the development and operation of federal hydroelectric projects of the Columbia River and its tributaries, in a

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manner consistent with the purposes of the Northwest Power Act, the Fish and Wildlife Program adopted by the Pacific Northwest Electric Power and Conservation Planning Council under Section 4(h) of the Northwest Power Act (16 U.S.C. § 839b(h)), and other environmental laws, including the Endangered Species Act, 16 U.S.C. §§ 1531-1544 ("**ESA**"). Bonneville has the authority pursuant to the Northwest Power Act, 16 U.S.C. §§ 839b(h) and 839f(a), the Federal Columbia River Transmission System Act, 16 U.S.C. § 838(e) and § 838i(b), and the Bonneville Project Act, 16 U.S.C. §§ 832a(c) through (f), to acquire and sell real estate or to assist in the acquisition and transfer of real property interests.

F. Funding for this Deed of Conservation and Restoration Easement. Bonneville, in partial fulfillment of its Northwest Power Act mitigation responsibility, is funding the acquisition of this Conservation and Restoration Easement, the instream transfer of Protected Water, and the planning, design, proposed and final implementation, and monitoring and evaluation of Planned Restoration Work under agreements and contracts with the CTUIR, including but not limited to Bonneville Projects 2008-207-00 (EXP Umatilla Tribe Acquisition and Protection) and 1996-046-01 (EXP Walla Walla Basin Fish Habitat Enhancement).

Now, therefore, the Parties agree as follows:

II. AGREEMENT

A. Conveyance and Consideration. The Grantor, for and in consideration of $2,005,000.00 (Two-Million-Five-Thousand U.S. dollars) provided by Bonneville, in hand paid, conveys and warrants to Grantee, its successors and assigns, a perpetual Conservation and Restoration Easement in, over, under, upon, and across the Protected Property legally described in **Exhibit A** (Legal Description – Conservation and Restoration Easement) and shown in **Exhibit B** (Map – Conservation and Restoration Easement), and;

TOGETHER WITH a right of access over, under, upon and across the Protected Property;

TOGETHER WITH the permanent instream transfer of the Protected Water, 208.76 acres (irrigation water right) from Certificate #345 to the Washington State Department of Ecology, Trust Water Rights Program for the benefit of fish and wildlife in the Touchet River;

TOGETHER WITH the right to plan, design, and implement the Planned Restoration Work, in partnership with Grantor, the CTUIR, and Bonneville, and;

RESERVING Grantor's Reserved Water Rights, 10.24 acres (irrigation water rights) from Certificate #345 for Grantor's irrigation purposes outside of and adjacent to the Protected Property.

For and in the same consideration, Grantor conveys and warrants to the United States of America and its assigns perpetual third party rights to this Conservation and Restoration

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Easement together with access to the same, further described in Section II.F (Rights Conveyed to Grantee (and Bonneville) below.

The interests conveyed to Grantee and the United States of America are real property interests created and implemented in accordance with RCW § 64.04.130 and other applicable federal and state law. Grantor expressly intends that this Conservation and Restoration Easement creates equitable servitudes and covenants running with the land, and is a perpetual and irrevocable easement in gross, which shall be binding upon Grantor and Grantor's heirs, successors and assigns of the Protected Property for the benefit of Grantee and the United States of America.

B. Purpose. The purpose of this Conservation and Restoration Easement ("**Purpose**") is to permanently identify, preserve, protect, maintain, conserve, enhance, improve, and allow for the restoration of fish and wildlife habitat, open space, and other Conservation Values of the Protected Property, as those Conservation Values are described in Section II.C (Conservation Values). This includes preventing any use of, or activity on, the Protected Property that will materially impair the Conservation Values.

C. Conservation Values. The Protected Property possesses relatively natural and restored riparian habitat important for fish and wildlife species, open space, and scenic values of great importance to Grantor, the people of Walla Walla County, the people of the State of Washington, and the United States (collectively, "**Conservation Values**"). The Conservation Values of the Protected Property are more fully described below.

1. Riparian Habitat. The Protected Property includes approximately 340 acres of riparian and wetland habitat, containing hardwood communities of willow and cottonwood, along the Touchet River. Riparian habitat generally contains elements of aquatic and terrestrial ecosystems providing particularly important habitat for fish and wildlife species, including water, soil and stream bank stability, flood control, stream temperature control, water purification, and supply of food and nutrients to the aquatic system.

2. Fish Species and Habitat. The Protected Property provides spawning, rearing, and migration habitat for a diverse list of native fish species, including but not limited to ESA-listed Middle Columbia River summer steelhead (*Oncorhynchus mykiss*) and bull trout (*Salvelinus confluentus*). Other important fish and aquatic species include spring Chinook salmon (*O. tshawytscha*), Rainbow trout (*O. mykiss*), Pacific lamprey (*Entosphenus tridentatus*), and other native fish.

3. Wildlife Species and Habitat. The Protected Property provides upland and critical winter range habitat for Northwest whitetail deer (*Odocoileus virginianus ochrourus*), mule deer (*Odocoileus hemionus*), and moose (*Alces alces*), and is currently dominated by bunchgrass and sagebrush. Wetland, riparian, and upland habitats, taken together, benefit numerous wildlife species, including but not limited to breeding and hunting areas for Washington State-listed endangered ferruginous hawk (*Buteo regalis*), and habitat for other important wildlife species including yellow warbler (*Dendroica*

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dominica), western meadowlark (*Sturnella neglecta*), pileated woodpecker *(Dryocopus pileatus*), bald eagle (*Haliaeetus leucocephalus*), American white pelican (*Pelecanus erythrorhynchos*), American beaver (*Castor canadensis*), mountain lion (*Puma concolor*), western rattlesnake (*Crotalus viridus*), Columbia spotted frog (*Rana luteiventris*), western toad (*Bufo boreas*), long-toed salamander (*Ambystoma macrodactylum*), and various waterfowl and upland bird species.

4. Natural, Scenic, and Open Space Values. The Protected Property possesses natural, scenic, and open space values, including approximately three river miles of the Touchet River and adjacent floodplain.

5. Planned Restoration Work and Protected Water. Implementing the Planned Restoration Work of the Protected Property as described in Section I.B, and permanently transferring Protected Water to the State of Washington for instream use as described in Sections I.C, II.A and II.D, will benefit all of the other Conservation Values listed above by: (1) increasing habitat for ESA-listed and non-listed fish and other aquatic species, habitat for terrestrial and avian wildlife, water availability (quantity), floodplain connectivity, storage and capacity, flooding inundation protection, and instream structural complexity, (2) improving sediment routing processes, streamflow timing and duration, water quality (including reduced or buffered stream temperatures), riparian vegetation condition (quantity and quality), (3) and allowing for limited recreation access and opportunities.

This list is not exhaustive. Parties and Bonneville acknowledge that the Conservation Values may periodically fluctuate due to short- or long-term changes from restoration activities or factors beyond the Grantor or Grantee's control, including but not limited to wildlife, earth movement, floods, interdecadal climate events, long-term climate change, or any or all of these.

D. Change Process for Protected Water and Reserved Water Rights. As summarized in Section I.C, Grantor, in partnership with the CTUIR, will file a change application with Ecology for change in the purpose of use for one adjudicated surface water right (see Touchet River Adjudicated Certificate #345 in Exhibit D), where the net effect for purposes of this Conservation and Restoration Easement is to: (1) enable the permanent transfer of the Protected Water, 208.76 acres under Certificate #345, instream to the Touchet River for the benefit of fish and wildlife, and (2) enable Grantor to reserve its Reserved Water Rights, 10.24 acres of irrigation under Certificate #345, legally described in **Exhibit E** (Legal Description – Reserved Water Rights), for use on Grantor's fee-owned land outside of and adjacent to the Protected Property. Steps to be taken include:

1. Obtaining authorization for the diversion of water from the Touchet River at the point of diversion in the NW ¼ NW ¼, Sec. 32 T 8 N., R 34 E., W.M. in the amount of 0.016 cfs from April 1 to September 15, and 0.205 cfs from September 15 to April 1, to enable the exercise of Grantor's Reserved Water Rights for the irrigation of 10.24 acres under Certificate #345 outside of and adjacent to the Protected Property.

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2. Changing the purpose of use for the remaining 208.76 acres under Certificate #345, in the amount of 3.21 cfs from April 1 to September 15, and 4.174 cfs from September 15 to April 1, from irrigation to permanent instream flows under Ecology's Trust Water Rights Program (RCW § 90.42) for the benefit of fish and wildlife in the Touchet River. Ecology will make the final determination of the actual water quantity available for protection as instream flow and retention for irrigation as a result of the change application review and approval process.

3. Obtaining approval for a development schedule that allows Grantor (and CTUIR, through its Riparian Conservation Agreement with Grantor) the limited right to irrigate perennial native plantings for five (5) years. The express purpose of this limited use of the Protected Water is to ensure native perennial plant revegetation success. For the purposes of irrigating perennial native plantings allowable under this Section II.D.3, agricultural infrastructure and water delivery system equipment, including but not limited to pumps, pipes, drip irrigation lines, soaker hoses, portable sprinklers, and temporary water conveyance hoses, may be utilized. No other use of the Protected Water is permitted, other than as discussed in Section II.D.

The Final Report of Examination finalizing the above changes has not yet been issued by Ecology and will be recorded upon receipt.

Upon completion of the change application with Ecology, Grantor shall convey a deed permanently transferring the 208.76 acres of irrigation water right from Certificate #345 in favor of Ecology to permanently protect instream flows in the Touchet River for the benefit of fish and wildlife. The deed shall meet the requirements for permanently changing a water right to trust under RCW § 90.42.080(1)(b) and (4) and be recorded in the records of Walla Walla County, Washington.

E. Baseline Inventory.

1. Baseline Inventory at Acquisition. The Parties and Bonneville agree that the characteristics and conditions of the Protected Property as of the Effective Date of this Conservation and Restoration Easement (see Section II.U.9 for definition of Effective Date) are documented in an inventory report on file at the offices of Grantee and Bonneville ("**Baseline Inventory**"), which is incorporated into this Conservation and Restoration Easement by reference in the acceptance and acknowledgment contained in **Exhibit F** (Acknowledgement of Baseline Inventory). The Baseline Inventory consists of reports, maps, photographs, satellite imagery, and other documentation that collectively provide an accurate representation of the Protected Property to serve as the primary repository of objective information for monitoring changes to the Protected Property and compliance with the terms and conditions of this Conservation and Restoration Easement. Grantee is not limited to use of the Baseline Inventory to show a change in condition or use of the Protected Property.

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2. Amendments to the Baseline Inventory after Implementation of Planned Restoration Work. The Parties and Bonneville acknowledge that, as of the Effective Date of this Conservation and Restoration Easement, some of the Planned Restoration Work has been implemented, but much of the proposed work is still in the design and planning phase. Such Planned Restoration Work, when fully completed, will alter the baseline condition of the Protected Property and result in short- and long-term changes to the Protected Property and Conservation Values. Thus, the Parties and Bonneville further acknowledge and agree that, within eighteen (18) months of the completion of Planned Restoration Work, an "**Amended Baseline Inventory**" will be compiled by Grantee and incorporated herein by this reference. Copies of the Amended Baseline Inventory will be kept on file at the offices of Grantee and Bonneville and provided to Grantor. Failure to timely compile the additional Baseline Inventory shall not affect the enforceability of validity of any other provision hereof.

F. Rights Conveyed to Grantee (and Bonneville). To accomplish the Purpose of this Conservation and Restoration Easement, the following rights are conveyed to Grantee (and Bonneville):

1. Protection and Restoration. Grantee shall have the right to identify, protect, preserve, maintain, restore, enhance, improve, and conserve the Conservation Values in perpetuity.

2. Access. Grantor hereby grants to Grantee and Bonneville, and their employees, contractors, representatives, or assigns, including CTUIR and its employees, contractors, representatives, or assigns, the following rights of access:

   a. The right to enter the Protected Property at reasonable times and in accordance with notice provisions in Section II.Q.1, for the purpose of monitoring, compliance monitoring, protecting, maintaining, enhancing, or restoring the Conservation Values.

   b. The right to enter the Protected Property at any time when Grantee, in its sole discretion, believes that a violation of this Conservation and Restoration Easement is imminent, is occurring, or has occurred, for the purpose of preventing, mitigating, or terminating damage to the Conservation Values and otherwise enforcing the provisions of this Conservation and Restoration Easement. Grantee shall provide notice of such entry to Grantor as soon as practicable.

      The right to enter the Protected Property, as provided for in this Section II.F.2 of the Conservation and Restoration Easement, includes the right of access on foot, with drones, and with motor vehicles.

      Grantor shall not unreasonably withhold or delay its consent to dates and times of access proposed by Grantee.

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3. Injunction and Restoration. The right to enjoin any use of or activity on the Protected Property that is inconsistent with the Purpose, including any trespass use of the Protected Property, and to require or undertake the restoration of such areas or features of the Protected Property as may be damaged by uses or activities inconsistent with the provisions of this Conservation and Restoration Easement, in accordance with Sections II.L (Dispute Resolution) and II.M (Enforcement or Judicial Resolution).

4. Enforcement. The right to enforce the terms and conditions of this Conservation and Restoration Easement, consistent with Sections II.L (Dispute Resolution) and II.M (Enforcement or Judicial Resolution).

5. Assignment. The right to assign, convey, or otherwise transfer Grantee's interest in the Protected Property in accordance with Section II.T.

6. Development Rights. Grantor has granted and conveyed to Grantee all development rights except as specifically reserved herein and agrees that such rights may not be used on or transferred off of the Protected Property as it now or hereafter may be bounded or described, or to any other property adjacent or otherwise, or used for the purpose of calculating permissible lot yield or density of the Protected Property or any other property.

7. Signage. Grantee has the right to erect and maintain one or more signs or other appropriate markers on the Protected Property bearing information indicating that the Protected Property is protected by this Conservation and Restoration Easement held by Grantee and funded by Bonneville.

8. Rights of Bonneville. Bonneville may, but is not obligated to, exercise all the rights and remedies of the Grantee.

G. Reserved Rights and Permitted Uses. Grantor reserves for itself and its heirs, successors, and assigns, all rights accruing from ownership of the Protected Property, including the right to engage in, or permit or invite others to engage in, any use of or activity on the Protected Property that is consistent with the Purpose, this Conservation and Restoration Easement, and applicable provisions of federal and state law. Without limiting the generality of the preceding sentence, Grantor specifically reserves for itself and its personal representatives, heirs, successors, and assigns, the following uses and activities:

1. Reserved Water Rights. Except for the Protected Water, Grantor reserves all water and water rights, ditches and ditch rights, and reservoir and reservoir rights, appurtenant to or authorized for use on Grantor's real property adjacent to the Protected Property, including but not limited to the Reserved Water Rights, any water rights acquired after the Effective Date.

2. Interior Access Roads. Grantor shall have the right to use, maintain, repair, and replace the interior access roads in their existing footprints as shown on **Exhibit G** (Road Map

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– Conservation and Restoration Easement). All maintenance, repairs, and replacement of the interior access roads must utilize permeable materials.

3. Fences and Gates.

   a. Fencing the Perimeter of the Protected Property. Parties, CTUIR, and its partners may construct, maintain, repair, and remove flagging, fencing, and gates to demarcate part or all the boundaries of the Protected Property. Any new or maintained perimeter fencing shall be "wildlife-friendly" to allow for the safe passage of wildlife and wildlife access to food, shelter, and water. If gates are installed, all Parties will have access to keys or gate codes at all times.

   b. Fencing within the Protected Property. Grantor and its employees, contractors, representatives, or assigns (including CTUIR and its employees, contractors or representatives) may maintain, replace, and repair existing fences, gates, and other improvements located in the Protected Property as of the Effective Date of this Conservation and Restoration Easement, as identified and shown in the Baseline Inventory, provided such fence or improvement is replaced or repaired in its original approximate size, type, and general location. Grantor and CTUIR may also construct temporary fencing within the Protected Property to promote the establishment of native vegetation, or otherwise remove fencing interior to the Protected Property, to support the Planned Restoration Work. Any change in location of any fencing on the Protected Property requires prior written approval from Grantee and Bonneville. Any newly replaced or maintained fencing shall be "wildlife-friendly" to allow for the safe passage of wildlife and wildlife access to food, shelter, and water.

4. Herbicide and Pesticide Application. Herbicides and pesticides may be used to control noxious and invasive weeds on the Protected Property, only in the amounts and with the frequency constituting the minimum necessary to accomplish reasonable weed management objectives. Herbicides and pesticides shall not have an adverse effect on fish and wildlife habitat or water quality. Noxious and invasive weed identification and all herbicide and pesticide use shall be detailed in the Management Plan and shall comply with all applicable federal, state and local requirements. If appropriate, pesticides may be applied with an all-terrain vehicle ("**ATV**") consistent with Section II.H.19 (Vehicles).

5. Low-Impact Recreation. Low-impact recreational activities such as hiking, bird watching, cross-country skiing, fishing and hunting on the Protected Property are permitted for Grantor and Grantor's invitees, provided that such activities are conducted in compliance with applicable laws and regulations and in a manner and intensity that does not materially impair the Conservation Values of the Protected Property or constitute commercial recreational activities.

6. Foot Paths. New footpaths equal to or less than six (6) feet wide may be constructed on the Protected Property if they are maintained with permeable surfaces and designed and

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located to be consistent with the Purpose. Prior to the construction of such foot paths, Grantor shall consult with and obtain the written approval of Grantee and written agreement by Bonneville for the design, proposed use, and location of such foot paths. No trees with a diameter at breast height of less than or equal to six (6) inches can be removed, and other tree and vegetation removal shall be minimized.

7. Emergency Activities to Protect Human Health and Safety. Grantor is permitted to undertake emergency activities needed to protect human health or safety on the Protected Property or on adjacent properties, including the placement of temporary structures, soil disturbances, or removal of vegetation necessary to control the spread of wildfires. All emergency actions taken must, however, comply with federal, state, or local law. In the event of such emergency actions being taken within the Protected Property, Grantor shall avoid or minimize impairment with the Conservation Values to the greatest extent possible. Grantor will promptly notify Grantee of any emergency actions taken pursuant to this subsection, pursuant to the notification provisions for exigent circumstances in Section II.Q.4, and after the emergency has passed, will cooperate with Grantee and Bonneville to appropriately restore the Protected Property and Conservation Values. Consistent with Section II.Q.4, if such restoration is necessary, Grantor shall accept full responsibility for the cost of the restoration.

8. Habitat Management and Planned Restoration Work. CTUIR may implement any Planned Restoration Work, stewardship, or management activity that is intended to conserve, restore, maintain, or enhance the Conservation Values of the Protected Property and is performed pursuant to (i) a Riparian Conservation Agreement, (ii) a Land Use Agreement with Bonneville, or (iii) the Management Plan as described in Section II.I. Such habitat work may be conducted with motor vehicles, consistent with Section II.H.19 (Vehicles), and may include the construction and subsequent decommissioning and restoration to natural conditions of temporary roads used to implement the Planned Restoration Work, and the decommissioning and restoration of prior-existing interior access roads. Such habitat work may also require the construction and use of temporary structures, to be utilized by CTUIR, its contractors, and partners for the sole purpose of implementing the Planned Restoration Work. Any temporary structures constructed for the Planned Restoration Work must be disassembled upon completion of the Planned Restoration Work, and the area impacted must be restored to site-appropriate natural habitat conditions. Nothing in this section shall be interpreted to allow the use or maintenance of any temporary structures beyond the completion of the Planned Restoration Work.

   Grantor may conduct additional restoration work in the future, beyond the timeframe of the CTUIR's Planned Restoration Work, subject to written approval by Grantee and Bonneville (*e.g.*, in an amended Management Plan or Land Use Agreement).

9. Personal or Tribal Vegetation Harvest for Traditional and Cultural Use. Grantor may conduct and may allow the CTUIR, its members, and Indigenous people, to gather and harvest plant resources for traditional and cultural use, in a time and manner that is consistent with the Purpose.

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10. Conveyance and Encumbrances.

a. Fee Interest. Grantor may convey fee interest in the Protected Property as a single unit of land and shall give prior written notice to Grantee and Bonneville consistent with Section II.Q.1.b, which such written notice shall include the name and contact information of the purchaser and other information reasonably necessary for Grantee and Bonneville to facilitate any necessary dialog about understanding compliance with this Conservation and Restoration Easement and amendment or transfer of the Management Plan with the buyer of the Protected Property. Grantor shall ensure the deed conveying fee affirmatively states that the conveyance is subject to this Conservation and Restoration Easement and reference the recordation number for each instrument.

b. Less-than-Fee Interest Grant of Rights. Grantor may convey less-than-fee interests or otherwise encumber the Protected Property, subject to prior written approval by Grantee and Bonneville, which would include, but is not limited to, leases, licenses, permits, mortgages and deeds of trust, or easements. Prior written approval of Grantee and Bonneville is contingent upon Grantee and Bonneville's determination that the proposed grant of less-than-fee interest or rights is consistent with the Purpose and is not prohibited by the terms and conditions of this Conservation and Restoration Easement. Any less-than-fee interest grant of right shall be subordinate to this Conservation and Restoration Easement and reference that the rights are subject to the terms and conditions of this Conservation and Restoration Easement. For mortgages and deeds of trust, plain language affirming such subordination shall be included in the appropriate conveyance documents and reviewed and approved by Grantee and Bonneville prior to execution. Bonneville will document its written approval through a Land Use Agreement or its equivalent.

Further, for leases, permits, or licenses, Grantee shall have the opportunity to meet with the lessee, permittee, or licensee prior to the execution of the lease, permit, or license to review the requirements of the Conservation and Restoration Easement and Management Plan. The lease, permit, or license shall include a certification by Grantee that the provisions of this subsection have been met. If Grantor executes a lease, permit, or license in violation of this requirement, Grantor shall be liable for all subsequent costs incurred by Grantee in ensuring that the lessee, permittee, or licensee complies with the provisions of this Conservation and Restoration Easement, in addition to any damages and costs recoverable under Section II.M (Enforcement or Judicial Resolution) in the event of a violation. Grantor shall also be liable for any violation of this Conservation and Restoration Easement by its lessee, permittee, licensee, or guest.

11. Requests for Other Uses. In the event Grantor intends to exercise reserved rights under this Conservation and Restoration Easement in a manner that is not clearly addressed in

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this Section II.G, Grantor will consult with Grantee in accordance with the notice provisions in Section II.Q.1.b.

H. Prohibited Uses. Any use of, or activity on, the Protected Property inconsistent with the Purpose or materially impairing the Conservation Values is prohibited. Grantor acknowledges and agrees that it will not conduct, engage in or permit any such use or activity. Uses or activities otherwise prohibited under this Section II.H may be temporarily allowed during restoration of the Protected Property, if consistent with the Purpose of this Conservation and Restoration Easement and described in the Management Plan. Without limiting the generality of this subsection, the following uses of, or activities on, the Protected Property, are deemed inconsistent with the Purpose and expressly prohibited, except to the extent expressly reserved in Section II.G or in this Section II.H.

1. Subdivision. The legal or "de facto" division, subdivision, or partitioning of the Protected Property of any kind is prohibited, including but not limited to any subdivision, short subdivision, platting, building site plan, testamentary division, or other process by which the Protected Property is divided into lots or in which title to different portions of the Protected Property are held by different owners.

2. Commercial, Industrial, or Residential Use. Any commercial, industrial, or residential use of the Protected Property is prohibited. This includes, but is not limited to, timber harvest, grazing of livestock, other agricultural use including production of crops, and commercial recreational activities such as allowing hunting or fishing on the Protected Property for profit, consistent with Section 2031(c)(8)(B) of the Internal Revenue Code of 1986, as amended, and Treasury Regulations at 26 CFR 1.170A-14.

3. Buildings, Structures and Other Improvements. The placement or construction of any buildings, structures, or other improvements of any kind is prohibited, including but not limited to dwellings, trailers, mobile homes, agricultural buildings, stock ponds, pipelines, wells, septic systems, drain fields, and parking areas, except for temporary hunting structures or blinds consistent with non-commercial hunting in Section II.G.5, and except as otherwise expressly reserved in Section II.G.

4. Removal of Trees and Other Native Vegetation. The pruning, cutting down, or other alteration, destruction, or removal of live and dead trees and other native vegetation is prohibited except as necessary to exercise the reserved rights in Sections II.G, and for the following purposes: (a) to remove dead, diseased or dying trees that pose a threat to human health or safety or to permitted improvements on the Protected Property; (b) to prune or remove trees or limbs that overhang the boundary of the Protected Property and which pose a risk of damage to permitted fencing or to area outside the Protected Property; (c) to prevent, limit or stop the spread of disease or infestation of pests to other vegetation; or (d) with the prior written approval of Grantee and prior written agreement of Bonneville to preserve, protect, restore or enhance the Conservation Values. Except with the prior written approval of Grantee and prior written agreement of Bonneville, any trees or other native vegetation that are cut down or pruned must be left on the Protected Property to decompose naturally to the extent possible.

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5. Utilities. The installation of new utility systems (including but not limited to public or private electric, telephone, or other communications services) or the extension of existing utility systems on, under, or over Protected Property is prohibited, except as necessary to accommodate Planned Restoration Work, or to otherwise relocate utility lines to accommodate Planned Restoration Work.

6. Roads and Impervious Surfaces. The construction of any new roads and any impervious surfaces on existing roads is prohibited, except as consistent with Section II.G.2 (Interior Access Roads), Section II.G.8 (Habitat Management and Planned Restoration Work), and as otherwise reviewed and approved in the Management Plan or Land Use Agreement.

7. Fences. The construction, maintenance, repair, or replacement of any fences or gates, within the Protected Property is prohibited, except as consistent with Section II.G.3.

8. Mining. The exploration for, or development or extraction of, sand, gravel, and other aggregates, hydrocarbons (including but not limited to oil, natural gas, and shale), minerals, or any other mineral substance, on or below the surface of the Protected Property is prohibited. Any alteration of land permitted by this Conservation and Restoration Easement will not be interpreted to allow for the extraction or removal of surface materials inconsistent with Section 170(h)(5) of the Internal Revenue Code of 1986, as amended, and applicable Treasury Regulations.

9. Alteration of Land Topography. Except as expressly permitted in Section II.G, any activity that will alter the soil surface, topography, or subsurface of the Protected Property is prohibited, including, without limitation, excavating, plowing, disking, filling, burning, or removing any soil, sand, gravel, rock, peat, or sod, except as approved by Grantee and Bonneville as consistent with this Conservation and Restoration Easement, the Management Plan, or any Bonneville-issued Land Use Agreement. Any such allowable alteration shall be designed and located to avoid or minimize materially impairing the Conservation Values. This provision shall not be interpreted to permit any extraction or removal of surface materials inconsistent with Section 170(h)(5) of the Internal Revenue Code of 1986, as amended, and applicable Treasury Regulations.

10. Alteration of Watercourses. Except as expressly permitted in Section II.G.8 (Habitat Management and Planned Restoration Work), draining, filling, dredging, ditching, diking, or other alteration of wetland areas, the creation, alteration, or manipulation of ponds, the diking, rip-rapping or other alteration of the Touchet River, or the creation of new wetlands, water impoundments, or watercourses is prohibited, except with the prior written approval of Grantee and prior written agreement by Bonneville to preserve, protect, restore or enhance the Conservation Values, consistent with the Management Plan, or any Bonneville-issued Land Use Agreement.

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11. Erosion or Water Pollution. Except as expressly permitted in Section II.G.7 (Emergency Activities to Protect Human Health and Safety) and Section II.G.8 (Habitat Management and Planned Restoration Work), any use or activity that causes or is likely to materially impair the Conservation Values due to soil degradation or erosion or pollution of any surface or subsurface waters is prohibited.

12. Solid Waste and Hazardous Materials Storage and Disposal. The disposal, storage, or abandonment of solid waste, including but not limited to rubbish, garbage, debris, vehicles, sewage, and abandoned equipment or other personal property, and hazardous materials (defined in Section II.R.2) is prohibited. This subsection shall not be interpreted to prohibit the temporary storage of vehicles, equipment, fuel, or other materials or supplies necessary for permitted activities, provided that such vehicles, equipment, fuel, materials, or other supplies are stored in accordance with federal, state, and local law and shall not be stored for a period longer than fourteen (14) calendar days, or for Planned Restoration Work.

13. Signs. The placement of commercial signs, billboards, or other advertising material on the Protected Property is prohibited, except signs that identify the Protected Property, advertise for sale or rent, state the condition of access to the Protected Property, describe the natural features of the Protected Property including but not limited to funding and implementation of the Conservation and Restoration Easement and Planned Restoration Work, or acknowledge prohibitions associated with this Conservation and Restoration Easement, provided that such signs are less than fifteen (15) square feet in area per side and the location of such signs do not materially impair the Conservation Values.

14. Fish and Wildlife Disruption. The intentional disruption of fish spawning, wildlife breeding and nesting, foraging and migrating activities is prohibited. This prohibition will not be construed to prohibit lawful low-impact recreational hunting or fishing on the Protected Property consistent with applicable laws, regulations, and seasons as allowed by Section II.G.5.

15. Planting Non-Native Vegetation. The intentional introduction of weeds required to be eradicated or controlled as a noxious weed pursuant to Washington state classifications and designated by Walla Walla County as Class A or B weed is prohibited on the Protected Property.

16. Harvest of Native Plants. The gathering, picking, taking or harvesting of native plants, or any parts thereof, is prohibited, except for personal use or tribal vegetation harvest for traditional and cultural use, consistent with Section II.G.9.

17. Game Farming and Game Farm Animals. Grantor may not construct, conduct, or operate a game farm or raise, breed or hold game farm animals on the Protected Property. Game farm animals include penned, enclosed or privately owned animals that are normally wild animals, including, but not limited to, deer, elk, caribou, moose,

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antelope, mountain sheep, mountain goats, bears, cougars and other cats, furbearers such as mink, foxes, and birds.

18. Feedlots. The establishment, operation and maintenance of a feedlot is prohibited on the Protected Property. A "**feedlot**" means high-density animal confinement facilities, including structures, fencing, and walls, where animals are kept for intensive feeding purposes or where animals are received for short-term use (e.g., for auction) such as Animal Feeding Operations or Concentrated Animal Feeding Operations as defined by Federal, State, and local laws as of the Effective Date of this Conservation and Restoration Easement, or as of the date the facility is proposed if said definition is subsequently amended to be more restrictive.

19. Vehicles. The operation of cars, trucks, motorcycles, ATVs, utility task vehicles ("**UTVs**"), dune buggies, snowmobiles, or any other type of motorized vehicle, or the operation of other motorized sources of compaction or erosion that could materially impair the Conservation Values, is generally only allowed on interior access roads described in Section II.G.2 and shown in Exhibit F, except as necessary off-road to maintain, repair, replace, and construct fences and gates (Section II.G.3), apply herbicides and pesticides (Section II.G.4), engage in low-impact recreational hunting (Section II.G.5) (e.g., use of an ATV over the Protected Property to aid in the transportation of a deceased animal), conduct emergency activities (Section II.G.7), and implement permitted habitat management work and the Planned Restoration Work (Section II.G.8), and to conduct other land management, maintenance, and monitoring activities. Such limited off-road use may not create rutting, tracks, or soil disturbance and must be consistent with the uses and activities described in Land Use Agreements or the Management Plan

I. **Management Plan.** As of the Effective Date of this Conservation and Restoration Easement, the Parties have jointly developed and agreed to a written plan for management of the Protected Property ("**Management Plan**") and which Grantee and Bonneville have determined to be consistent with this Conservation and Restoration Easement (see **Exhibit H**, Acknowledgment of Management Plan). The Management Plan will be kept on file at the offices of Grantee, CTUIR, and Bonneville. The Management Plan will be revised, as necessary, by Grantee in the event of a change of ownership of the Protected Property or every five (5) years, or when it is necessary to address changed circumstances affecting the Protected Property. The Management Plan and any amendments thereto shall be consistent with the terms and conditions of this Conservation and Restoration Easement and shall require the written approval of the Parties and Bonneville, each in their sole discretion, before taking effect. In no case may the Management Plan permit any use of the Protected Property that is prohibited by the terms and conditions of this Conservation and Restoration Easement. In the event of a conflict, the terms and conditions of this Conservation and Restoration Easement shall prevail over the Management Plan. The Management Plan is binding on Grantor's successors and assigns.

An acknowledged Management Plan that is effective as of the date of any change of ownership, five (5) year revision period, or changed circumstances necessitating a revision,

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shall remain in effect until such time as a revised Management Plan is completed. A revision of the acknowledged Management Plan must be approved in writing by the Parties and Bonneville. If the Parties cannot agree to a revised Management Plan, then the existing Management Plan remains in effect.

J. Annual Report. By April 15 each year, Grantee shall submit a report to Bonneville for annual monitoring conducted in the prior calendar year. The annual report will describe, at a minimum, any changed conditions of the Protected Property and status of the Conservation Values, including but not limited to documenting the implementation of any Planned Restoration Work, any uses or activities undertaken, in progress, or planned, any violations or potential violations of the Conservation and Restoration Easement or other issues with compliance, and any enforcement action(s) taken.

K. Public Access. No right of access or entry to or use of the Protected Property by the general public is conveyed by this Conservation and Restoration Easement. Grantor retains the sole and exclusive right to grant any public access to the Protected Property, and all such access must be consistent with the Purpose and the terms and conditions of this Conservation and Restoration Easement.

L. Dispute Resolution.

1. Preventative Discussions. Each Party will promptly give the other (and Bonneville) notice of problems or concerns arising in connection with the other's actions under this Conservation and Restoration Easement or the use of or activities or conditions on the Protected Property, and will meet as needed, but no later than fifteen (15) business days after receipt of a written request for a meeting, to minimize any harm. Bonneville may, but is not required to, participate in such discussions.

2. Mediation. Mediation will proceed if: (1) Parties disagree as to the consistency of any proposed use or activity with the Purpose or terms and conditions of this Conservation and Restoration Easement and the Parties are unable to resolve such disagreement through unassisted preventive discussions in Section II.L.1; (2) Bonneville and Grantee are in agreement that mediation is preferred over enforcement or judicial resolution in Section II.M; and (3) Grantor agrees not to proceed with the use or activity pending resolution of the dispute. If these conditions are met, Grantor or Grantee may refer the dispute to mediation by request made in writing upon the other. Within thirty (30) calendar days of the receipt of such a request, the parties to the mediation ("**Mediation Parties**") shall refer the dispute to a single impartial mediator acceptable to each Party. Mediation shall then proceed in accordance with the following guidelines:

   a. Purpose of Mediation. The purpose of the mediation is to: (a) promote discussion among the Mediation Parties; (b) assist the Mediation Parties to develop and exchange pertinent information concerning the issues in dispute; and (c) assist the Mediation Parties to develop proposals which enable them to arrive at a mutually acceptable resolution of the controversy. The mediation is not intended to result in

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any express or de facto modification or amendment of the terms, conditions or restrictions of this Conservation and Restoration Easement.

b. Participation. The mediator may meet with the Mediation Parties and their counsel jointly or ex parte. The Mediation Parties agree they will participate in the mediation process in good faith and expeditiously, attending all sessions scheduled by the mediator. Representatives of all Mediation Parties with settlement authority will attend mediation sessions as requested by the mediator.

c. Time Period. Neither Party shall be obligated to continue the mediation process (i) beyond a period of sixty (60) calendar days from the date of receipt of the initial request, or (ii) if the mediator concludes there is no reasonable likelihood continuing mediation will result in a mutually agreeable resolution of the dispute.

d. Costs. While the dispute remains unresolved, the costs of the mediator shall be borne equally by the Parties; the Mediation Parties shall bear their own expenses, including attorneys' fees, unless otherwise agreed. Upon resolution of the dispute, mediation expenses shall be treated as Costs of Enforcement recoverable by the substantially prevailing Party as described in Section II.M.5.

e. Impasse. In the event the Mediation Parties are not successful in resolving a dispute in accordance with the preventative discussion and mediation procedures in this Section II.L, they may pursue any and all legal courses of action available to them as to the specific dispute.

f. Effect of Non-Participation. If Grantor or Grantee fails to undertake mediation as appropriate and provided for in this Section II.L and/or share costs and expenses related to such action, such Party shall not be entitled to any recovery for costs pursuant to Section II.M.5.

g. Bonneville. Bonneville may, but does not have the obligation to, participate in or fund mediation, and may pursue a separate enforcement action as described in Section II.M. The costs and expenses of this Section II.L may not be appropriately applicable to, and are not binding upon, the United States (Bonneville).

M. Enforcement or Judicial Resolution.

1. Notice of Violation, Corrective Action. If Grantee determines Grantor, or Grantor's employees, agents, contractors, licensees, invitees or guests, is violating, or in threat of violating, the terms and conditions of this Conservation and Restoration Easement, and if such determination or dispute is not resolved by the preventative discussions and mediation process described in Section II.L, Grantee will give written notice to Grantor and demand corrective action sufficient to cure the violation within thirty (30) calendar days. Where the violation involves injury to the Protected Property or materially impairs the Conservation Values, Grantor will be required, at its sole expense, to restore the Protected Property or Conservation Values to their prior condition in accordance with a

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plan approved by Grantee and Bonneville. Grantee may pursue its own remedies without waiting for any cure period in a violation notice to expire, if Grantee, in its sole discretion, determines circumstances require immediate Grantee action to prevent or mitigate significant damage to the Conservation Values.

2. Grantor's Failure to Respond. Grantee or the United States (Bonneville) may bring an action as provided in Section II.M.3 if Grantor: (1) fails to cure the violation within fifteen (15) calendar days after receipt of a notice of violation from Grantee given pursuant to Section II.M.1, or (2) under circumstances where the violation cannot reasonably be cured within such fifteen (15) day period, fails to begin curing the violation within the fifteen (15) day period and fails to continue diligently to cure such violation until finally cured.

3. Grantee's and United States' Action. Grantee or the United States (Bonneville) may bring an action at law or in equity in a court having jurisdiction to enforce the terms and conditions of this Conservation and Restoration Easement: (1) to enjoin the violation by temporary or permanent injunction; (2) to require the restoration of the Protected Property to the condition that existed prior to the use or activity that caused harm; and (3) to recover any damages to which they may be entitled, including but not limited to, all staff time and expenses incurred responding to the violation, and injury to the Conservation Values, including damages for the loss of natural, scenic, open space, or other environmental values. These remedies shall be cumulative and in addition to all remedies now or hereafter existing.

4. Grantor's Action. In the event Grantor seeks a determination as to the legal meaning or effect of this Conservation and Restoration Easement, or as to any alleged violation hereof by Grantee, and if such determination or dispute is not resolved as set forth in Section II.L, then nothing in this Conservation and Restoration Easement shall prohibit Grantor from bringing judicial action in law or equity in a court of competent jurisdiction.

5. Costs of Enforcement. In any suit, action, or proceeding to enforce or interpret this Conservation and Restoration Easement, the substantially prevailing Party in any such suit, action or proceeding will be entitled to recover from the non-prevailing Party all costs and expenses incurred therein, including reasonable attorneys' fees and costs of litigation, including fees of experts and consultants and all such costs and expenses will be included in any judgment secured by such prevailing Party. In the event Grantor or Grantee secures redress for a Conservation and Restoration Easement violation without initiating or completing a judicial proceeding, the Party determined to be responsible for the unauthorized use or activity will be entitled to all costs of restoration and enforcement as though the matter had been resolved by judicial resolution. This subsection may not be appropriately applicable to, and is not binding upon, the United States (Bonneville).

6. Discretion in Enforcement. Enforcement of the terms and conditions of this Conservation and Restoration Easement is at the discretion of each Party and Bonneville. The failure of any Party or Bonneville to discover a violation, or to require strict performance of this

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Conservation and Restoration Easement, shall not constitute a waiver of any strict future performance, or of any rights or remedies granted under this Conservation and Restoration Easement.

7. Compliance Certificates. Upon request by Grantor, Grantee will within thirty (30) calendar days execute and deliver to the Grantor, or to any party designated by Grantor, any document including a compliance certificate, that certifies, to the best of the certifying Grantee's knowledge, the status of Grantor's compliance with any obligation of Grantor contained in this Conservation and Restoration Easement, and otherwise evidences the status of this Conservation and Restoration Easement. Such certification will be limited to the condition of the Protected Property as of the Grantee's most recent inspection. If Grantor requests more current documentation, Grantee will conduct an inspection, at Grantor's expense, and provide the compliance certificate to Grantor within forty-five (45) calendar days of receipt of Grantor's written request and payment therefore.

N. Termination and Valuation.

1. Termination Standard. As described in the Purpose (Section II.B) and other provisions herein, Parties and Bonneville intend that Conservation Values in this Conservation and Restoration Easement will be permanently preserved and protected, and restored where appropriate. Therefore, this Conservation and Restoration Easement may only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction (including but not limited to condemnation proceedings, to the extent applicable to a federal real property interest) or by mutual written agreement of the Parties and Bonneville (as described below in Section II.N.2 and Section II.S), either to settle condemnation proceedings if applicable, necessary, and deemed preferable or when a subsequent, unexpected change in the conditions of the Protected Property or the surrounding area makes impossible the continued use of the Protected Property for the intended Purpose. The impossibility threshold is not met with changed environmental conditions related to climate change, or other natural events, for example, wildfire, river channel migration, erosion or avulsion, failure of this Conservation and Restoration Easement to be considered a "qualified conservation easement" as defined by 26 U.S.C. Section 2031(c)(8)(B), or economic considerations making non-compliance more profitable than compliance.

2. Mutual Written Agreement and Exchange. If the impossibility threshold in Section II.N.1 is met or there is a settlement in lieu of condemnation consistent with Section II.S, and Parties and Bonneville mutually agree to release this Conservation and Restoration Easement in whole or part as a result, Parties and Bonneville will identify whether monetary compensation is more appropriate based on the fair market value of the land released (e.g., a small area released in settlement of condemnation), or is more appropriate for an exchange property having equal or better Conservation Values aligned with Bonneville's Northwest Power Act mitigation purposes and funding. Any release would subsequently be recorded by a Deed of (Partial or Full) Release of Conservation and Restoration Easement in the records of Walla Walla County. Any exchange would

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occur as a new land acquisition transaction with substantially the same rights and habitat as the Protected Property, only after meeting Bonneville's approval and due diligence requirements under federal acquisition law, regulations, and standards.

3. Valuation. The Parties and Bonneville stipulate this Conservation and Restoration Easement has a fair market value determined by multiplying (a) the fair market value of the Protected Property unencumbered by the Conservation and Restoration Easement as vacant (without the Conservation and Restoration easement or any subsequent liens or encumbrances) determined by an Uniform Standards of Professional Appraisal Practice-compliant appraisal by a qualified appraiser, by (b) a ratio of 78.5% (Grantee's Proportionate Value). Thus, in the event of extinguishment as set forth in Sections II.N.1 and 2, Grantee shall be entitled to proceeds attributable to Grantee's Proportionate Value. For purposes of this subsection, Grantee's Proportionate Value ratio will remain constant. Grantee shall coordinate with Bonneville and apply any such funds Grantee receives to fish and wildlife habitat conservation as approved in advance by Bonneville.

4. Economic Valuation Does Not Justify Termination. In granting this Conservation and Restoration Easement, Grantor has considered the fact that any use of the Protected Property prohibited by this Conservation and Restoration Easement, or any other use as determined to be inconsistent with the Purpose, may be or become economically more valuable than permitted uses. It is the intent of the Parties and Bonneville that such circumstances shall not justify the termination or extinguishment of this Conservation and Restoration Easement. Grantor's inability to carry on any or all of the permitted uses, or the unprofitability of doing so, shall not impair the validity of this Conservation and Restoration Easement or be considered grounds for its termination or extinguishment.

O. Responsibilities Related to Ownership. Grantor retains all responsibilities of ownership for the Protected Property and will bear all cost and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Protected Property, including but not limited to noxious weed and invasive species response and the maintenance of adequate liability insurance coverage. Grantor remains solely responsible for obtaining any necessary and applicable governmental review, permits, and approval for any activity or use permitted by this Conservation and Restoration Easement, including but not limited to any necessary ESA review and permits, and cultural or historic resource mitigation or preservation. All such activity or use will be undertaken in accordance with all applicable federal, state, and local laws, regulations, and requirements.

P. Real Estate Taxes. Grantor will pay all taxes, assessments, fees, and other charges levied on or assessed against the Protected Property by the relevant government authority as they become due and will furnish Grantee with the satisfactory evidence of payment upon request. Unpaid taxes will be subordinate to this Conservation and Restoration Easement.

Q. Notice and Approval.

1. Notice.

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a. Notice by Grantee and Bonneville. Certain provisions of this Conservation and Restoration Easement require Grantee to give notice to Grantor prior to undertaking certain activities. Whenever such notice is required, and no other timeline for notice is set forth elsewhere in this Conservation and Restoration Easement, Grantee shall provide such notice in writing not less than thirty (30) calendar days prior to the date Grantee intends to undertake the use or activity in question.

b. Notice by Grantor. Certain provisions of this Conservation and Restoration Easement require Grantor to give notice to Grantee or to seek Grantee's approval prior to undertaking certain permitted uses and activities. The purpose of requiring Grantor to notify Grantee prior to undertaking these permitted uses and activities is to afford Grantee an adequate opportunity to ensure that the use or activity in question is designed and carried out in a manner consistent with the Purpose. Whenever such notice is required, and no other timeline for notice is set forth elsewhere in this Conservation and Restoration Easement, and Grantee's approval is not required, Grantor shall provide such notice in writing not less than thirty (30) calendar days prior to the date Grantor intends to undertake the use or activity in question.

Whenever Grantee's approval is required, Grantor shall provide notice in writing not less than ninety (90) calendar days prior to the date Grantor intends to undertake the use or activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed use or activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the terms and conditions of this Conservation and Restoration Easement and the Purpose thereof. Upon receipt of such notice, Grantee shall immediately forward a copy to Bonneville.

2. Approval or Agreement.

a. Basis of Approval or Agreement. Wherever in this Conservation and Restoration Easement a Party's approval or Bonneville's agreement is required, such approval or agreement must be based upon a reasonable determination by the approving or agreeing Party that a proposed action or use would be consistent with the Purpose or terms and conditions of this Conservation and Restoration Easement. Any approval or agreement may include reasonable conditions consistent with the Purpose and terms and conditions of this Conservation and Restoration Easement that must be satisfied in undertaking the proposed action or use.

b. Timeline for Approval or Agreement. Whenever in this Conservation and Restoration Easement a Party's approval or Bonneville's agreement is required, and no other timeline for approval or agreement is set forth, the Party whose approval or agreement is required shall grant or withhold its approval or agreement in writing within the following time periods:

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i. *Approval by Parties.* Where approval by either Party is required, that Party shall grant or withhold its approval within sixty (60) calendar days of receipt of a written request for approval as per Section II.Q.1.b. Grantee will coordinate with Bonneville on any proposed approvals.

ii. *Agreement by Bonneville.* Where agreement by Bonneville is required, except for amendments to the Management Plan, Bonneville will use its best efforts to provide its written agreement within thirty (30) calendar days of receipt of Grantee's written decision (by Bonneville Land Use Agreement or other written instrument) to grant or withhold approval or within ninety (90) calendar days of receipt of Grantor's written request for approval, whichever comes later.

c. No Waiver or Assumption Upon Failure to Grant or Deny Approval within the Required Time. When approval of either Party or agreement by Bonneville is required under this Conservation and Restoration Easement, and when such approval or agreement is not granted or denied within the time period and manner set forth in this Section II.Q.2, the Party requesting approval or agreement may not assume the other Party's or Bonneville's approval of the proposed action, use, or activity in question. The Parties agree failure to grant or withhold approval within the required time on any proposed action, use, or activity shall not be deemed or construed to be a waiver of either Party's or Bonneville's rights under this Conservation and Restoration Easement with respect to any future proposed action, use, or activity.

d. Inclusion in Management Plan. Any activity requiring the approval of a Party or agreement by Bonneville may be approved and agreed upon in advance via inclusion in the Management Plan pursuant to Section II.I.

3. Optional Consultation. If Grantor is unsure whether a proposed use or activity not requiring prior approval pursuant to this Conservation and Restoration Easement is prohibited, Grantor may consult Grantee by providing Grantee a written notice describing the nature, scope, design, location, timetable, and any other material aspect of the proposed use or activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the Purpose and the terms and conditions of this Conservation and Restoration Easement, and to provide comments thereon to Grantor. Grantee will provide notice and any appropriate documents describing the consultation to Bonneville. This subsection does not itself impose a requirement of prior approval of the activity described in any such notice.

4. Exigent Circumstances. If exigent circumstances (described in Section II.G.7, Emergency Actions to Protect Public Health and Safety) require Grantor to make a decision regarding the use of the Protected Property in less time than is provided for in Section II.Q (Notice and Approval), Grantor will make reasonable efforts to request, and Grantee and Bonneville will make reasonable efforts to provide, expedited review of a proposed action. If exigent circumstances exist and Grantor has made reasonable

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efforts to provide Grantee and Bonneville with notice or secure the approval of Grantee and agreement by Bonneville as required by this subsection, or if circumstances are such that immediate action is required, and if Grantor's actions are not otherwise prohibited by this Conservation and Restoration Easement, Grantor's failure to comply with the notice and approval or agreement requirements of this subsection shall not, in itself, constitute a violation of this Conservation and Restoration Easement. This subsection shall not be interpreted to permit any use or activity on the Protected Property that would otherwise be prohibited.

Notwithstanding the above, Grantor shall accept full responsibility for the cost of a retroactive remedy in the event Grantee or Bonneville determine the action taken by Grantor is prohibited under this Conservation and Restoration Easement, consistent with Section II.G.7.

5. Addresses. Any notice, demand, request, consent, approval, agreement or communication that either Party or Bonneville desires or is required to give to the others must be in writing and either served personally or sent by first class certified mail, postage prepaid, with original dispatched by certified mail, addressed as follows, or to such other address as either Party or Bonneville from time to time will designate by written notice to the other:

To Grantor:	Touchet River Ranch, LLC John B. Gailey, Manager Susan K. Gailey, Manager 222 Indian Court Richland, WA, 99352
To Grantee:	Blue Mountain Land Trust P.O. Box 1473 Walla Walla, WA 99362
To Bonneville:	Bonneville Power Administration Real Property Services TERR-3 Tract ID: UMATT-WL-15 P.O. Box 3621 Portland, OR 97208

Or to such other addresses as either Party designates by written notice to the other. Electronic mail may be used to informally communicate between Parties and Bonneville prior to any such formal mailing and may sufficiently substitute for formal mailing as agreed upon between the Parties and Bonneville.

R. Environmental Compliance and Liability.

1. Environmental Laws. The term "**Environmental Laws**" includes, without limitation, the ESA (see Section I.E), the Comprehensive Environmental Response,

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Compensation, and Liability Act of 1980, as amended (42 U.S.C. §§ 9601 *et seq.*, "**CERCLA**"), the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. §§ 6901 *et seq.*), the Hazardous Materials Transportation Act, as amended (49 U.S.C. §§ 5101 *et seq.*), the Federal Water Pollution Control Act, as amended (33 U.S.C. §§ 1251 *et seq.*), including the Oil Pollution Act of 1990 (33 U.S.C. §§ 2701-2761), the Safe Drinking Water Act, as amended (42 U.S.C. §§ 300f *et seq.*), the Federal Insecticide, Fungicide, and Rodenticide Act, as amended (7 U.S.C. §§ 136 *et seq.*), together with the implementing regulations and other requirements of these federal statutes, and Washington state and local equivalent laws, regulations, and ordinances.

2. Hazardous Materials. The term "**Hazardous Materials**" for purposes of this Conservation and Restoration Easement includes, without limitation: (a) material that is flammable, explosive, or radioactive; (b) petroleum products, including by-products and fractions; and (c) hazardous materials, hazardous wastes, hazardous substances, toxic substances, pollutants (including but not limited to pesticides, herbicides, or fertilizers), or contaminants as designated by and defined in applicable Environmental Laws.

3. Environmental Representations and Warranties. Grantor represents and warrants that, after reasonable investigation and to the best of Grantor's knowledge:

   a. No Defects. There are no apparent or latent defects in or on the Protected Property.

   b. Statement of Current Compliance and Promise of Future Compliance. As of the Effective Date of this Conservation and Restoration Easement, Grantor, and its lessees, licensees, permittees, and invitees are in compliance with all federal, state, and local laws, regulations, and requirements applicable to the Protected Property and its use, including without limitation all Environmental Laws, and will remain in compliance.

   c. No Disposal or Release of Hazardous Materials. As of the Effective Date, there has been no release, dumping, burying, abandonment, disposal, or off-site migration onto or under the Protected Property of any Hazardous Materials. Grantor has no actual knowledge or reason to suspect the presence of underground storage tanks.

      Grantor further covenants that Grantor, and its heirs, successors, assigns, lessees, licensees, permittees, and invitees, will not, by any act or omission cause, contribute to, allow, or exacerbate a release of Hazardous Materials on, over, under, or near the Protected Property. A release includes any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing any Hazardous Materials into the environment, and the abandonment or discarding of barrels, containers, and other closed receptacles or solid waste containing any hazardous materials. A release does not include the

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proper application of fertilizers, herbicide, or pesticide in accordance with appropriate Environmental Laws and product labels, as allowed in Section II.G.4.

d. Storage and disposal of solid and hazardous waste is also prohibited in Section II.H.12.

e. No Notice, Pending or Threatened Litigation. There is no pending or threatened litigation affecting the Protected Property or any portion of the Protected Property. No civil or criminal proceedings have been instigated or are pending against Grantor by government agencies or third parties arising out of alleged violations of Environmental Laws, and Grantor has not received any notices of violation, penalties, claims, demand letters, or other notifications relating to a breach of Environmental Laws.

4. Notifications of Release, Removal, and Remediation. In addition to the notifications to regulatory entities and others required under applicable Environmental Laws, Grantor shall promptly notify Grantee of the presence or release of Hazardous Materials on, over, under, or near the Protected Property, whether caused or discovered by the Grantor or any other person or entity. If, at any time, a release on, under, or near the Protected Property is caused, contributed to, exacerbated by, or allowed by any act or omission of Grantor, or its heirs, successors, assigns, lessees, licensees, permittees, and invitees, Grantor shall be solely responsible for taking any action required by Environmental Laws or regulatory authorities to contain, remove, and remediate the release, and for any action required by Grantee (acting in cooperation with any regulatory authority, where appropriate) to protect and preserve the Conservation Values, at no cost to Grantee or the United States (Bonneville).

5. Control. Nothing in this Conservation and Restoration Easement shall be construed as giving rise to any right or ability in Grantee or Bonneville (United States) to exercise physical or managerial control over the day-to-day operations of the Protected Property, or any of Grantor's activities on the Protected Property. Grantee and Bonneville (United States) are not "owners or operators" with respect to the Protected Property, as defined by CERCLA and relevant case law, by virtue of funding, recording, implementing, monitoring, or enforcing this Conservation and Restoration Easement.

6. Environmental Indemnification. Except to the extent caused by Grantee or Bonneville and their successors and assigns, employees, contractors, members, directors, officers, and agents, Grantor agrees to defend, hold harmless, and indemnify Grantee and Bonneville (United States) from and against any and all liability, litigation, claims, causes of action, demands, judgments, penalties, costs, losses, damages, expenses, or any other fees, including attorney and consultant fees, related to Grantor's Environmental Representations and Warranties (Section II.R.3) and related to the use, storage, disposal, release, or transportation of Hazardous Materials regulated by Environmental Laws on, over, under, or migrating into the Protected Property.

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S. **Amendment.** Amendments will be approved only in limited situations and only in the types of conditions outlined below. Except for Sections II.S.2 and II.S.3, below, no amendments to this Conservation and Restoration Easement will be granted which remove any protections from the Conservation Values and Protected Property. The circumstances in which an amendment will be considered are:

1. To correct an error or ambiguity;
2. To settle condemnation proceedings (Section II.N.2);
3. Mutual Written Agreement and Exchange (Section II.N.2);
4. To place further restrictions on the Protected Property; or
5. When determined by Grantee and Bonneville, to be appropriate, consistent with the Conservation Purposes, and/or an enhancement to existing Conservation Values.

Nothing in this paragraph shall be interpreted to require Grantee or Bonneville to grant an amendment request, even if all the foregoing criteria are met. Any request to amend the Conservation and Restoration Easement will be considered and processed according to the written policy of Grantee in effect.

No amendment will be allowed that will affect the qualification of this Conservation and Restoration Easement or the status of Grantee under any applicable laws, including RCW 64.04.130, Chapter 84.34 RCW, or Section 170(h) of the Internal Revenue Code of 1986, as amended (or any successor provision(s) then applicable), or that could cause the Conservation and Restoration Easement to become non-compliant with any applicable federal, state, or local law, regulation, or ordinance. Any amendment must be consistent with the Purpose, may not affect its perpetual duration, shall not result in the release of any or all of the Protected Property from permanent protection under this Conservation and Restoration Easement absent extinguishment as to all or a portion of the Protected Property in accordance with the provisions of Sections II.N.1 and 2 above; and shall be recorded in the official records of Walla Walla County, Washington, and any other jurisdiction in which such recording is required.

T. **Assignment.** If Grantee desires to transfer its obligations or otherwise ceases to exist or becomes unable to perform the duties herein, this Conservation and Restoration Easement may only be assigned to the United States, acting by and through Bonneville, or to a qualified entity meeting the requirement of Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable Treasury Regulations, able to acquire and hold conservations easement interests under RCW 64.04.130 or RCW 84.34.250, and approved in writing by Bonneville at least ninety (90) calendar days prior to assignment. Grantee will additionally notify Grantor in writing, at Grantor's last known address, in advance of such assignment. The failure of Grantee to give such notice will not affect the validity of such assignment nor impair the validity of this Conservation and Restoration Easement or limit its enforceability in any way.

U. **Administrative Provisions.**

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1. Controlling Law. This Conservation and Restoration Easement was created under, and will be interpreted, performed, and governed by, the laws of the state of Washington and applicable federal law.

2. Liberal Construction. This Conservation and Restoration Easement will be liberally construed to best effectuate the Purpose and the policy and provisions of RCW 64.04.130 and RCW 84.34. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Purpose that would render the provision valid will be favored over any interpretation that would render it invalid.

3. Severability. If any provision of this Conservation and Restoration Easement, or its application to any person or circumstance, is found to be invalid, the remainder of the provisions, or the application of such provision to persons or circumstances other than those found to be invalid, will not be affected.

4. Entire Agreement. This Conservation and Restoration Easement, including its attached exhibits and the Baseline Inventory, sets forth the entire agreement of the Parties and Bonneville and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Protected Property.

5. No Forfeiture. Nothing contained in this Conservation and Restoration Easement will result in a forfeiture or reversion of Grantor's title in any respect.

6. "Grantor", -"Grantee", and "Bonneville". The terms "Grantor", "Grantee", and "Bonneville", wherever used or referred to in "Party" or "Parties" (as applicable) in this Conservation and Restoration Easement, shall be read to appropriately include heirs, successors, assigns, representatives, employees, contractors, directors, officers, agents, invitees, and licensees.

7. Termination of Rights and Obligations. A Party's rights and obligations under this Conservation and Restoration Easement terminate upon transfer of the Party's interest in the Conservation and Restoration Easement or Protected Property, except that liability for acts or omissions occurring prior to transfer will survive transfer. Bonneville's third party rights terminate only when the Conservation and Restoration Easement is fully extinguished in accordance with Sections II.N.1 and 2 or otherwise released by the agency by a recorded instrument.

8. Acts Beyond Grantor's Control. Nothing in this Conservation and Restoration Easement entitles Grantee or Bonneville to take action against Grantor for any injury to or change in the Protected Property resulting from causes beyond Grantor's control, including but not limited to fire, flood, earthquake, or acts of war. In addition, Grantor is not responsible for any prudent action Grantor takes under emergency conditions to prevent, abate, or mitigate significant injury to the Protected Property resulting from such causes. In the event the terms of this Conservation and Restoration Easement are violated by acts of trespassers, and Grantor has not taken suit itself, Grantor agrees to

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assign its right of action to Grantee for the purposes of pursuing enforcement action against the responsible parties.

9. Effective Date. The "**Effective Date**" of this Conservation and Restoration Easement is the date it is fully executed and recorded in the records of Walla Walla County, Washington.

10. Exhibits. All exhibits are incorporated and made a part of this Conservation and Restoration Easement.

Exhibit A	Legal Description – Conservation and Restoration Easement
Exhibit B	Map – Conservation and Restoration Easement
Exhibit C	Riparian Conservation Agreement
Exhibit D	Certificate of Water Right #345
Exhibit E	Legal Description – Reserved Water Rights
Exhibit F	Acknowledgement of Baseline Inventory
Exhibit G	Road Map – Conservation and Restoration Easement
Exhibit H	Acknowledgment of Management Plan
Exhibit I	Acceptable Title Encumbrances
Exhibit J	Access Easement (UMATT-AR-15)
Exhibit K	Amended Riparian Conservation Agreement

11. Recitals. The Parties and Bonneville agree the terms and recitals set forth in Section I (among other terms and conditions of this Conservation and Restoration Easement in Section II) are material to this Conservation and Restoration Easement. Each term and recital is fully incorporated into this Conservation and Restoration Easement.

V. Grant, Covenants and Warranties of Title, Acknowledgments.

TO HAVE AND TO HOLD this Conservation and Restoration Easement to Grantee and its successors and assigns with third-party rights to the United States and its assigns, forever.

Grantor warrants and covenants to and with Grantee and the United States that the Grantor is lawfully seized and possessed of the Protected Property in fee simple, with a good and lawful right to grant this Conservation and Restoration Easement and third party rights; that the Protected Property is free and clear of all encumbrances and restrictions subject to all encumbrances and restrictions of record as of the Effective Date set forth in **Exhibit I** (Acceptable Title Encumbrances), that Grantee and the United States shall have the use of and enjoy all the benefits derived from and arising out of this Conservation and Restoration Easement and third party rights, that the Grantor shall at the request of Grantee or the United States execute or obtain any reasonable further assurances of the title of the Protected Property and defend Grantee and the United States against all persons who claim a lawful interest in the Protected Property, except for persons who claim interests pursuant to encumbrances and restrictions of record as described in **Exhibit I**.

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**********SIGNATURES TO FOLLOW**********

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IN WITNESS WHEREOF, the undersigned Parties and Bonneville (United States) have executed this instrument as of the date set forth below.

Grantor, Touchet River Ranch, LLC:

(b)(6)

John B. Gailey
Manager and Member, Touchet River Ranch, LLC

2-25-26
Date

(b)(6)

Susan K. Gailey
Manager and Member, Touchet River Ranch, LLC

2-25-26
Date

Acceptance by Grantee, Blue Mountain Land Trust, Holder of Conservation and Restoration Easement

(b)(6)

Amanda Martino, Executive Director

2/25/26
Date

Acceptance by the United States of America, Third Party Rights

(b)(6)

Luke Arant
Bonneville Power Administration
Supervisory Realty Specialist

13 Feb 2026
Date

**********ACKNOWLEDGEMENTS TO FOLLOW**********

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ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss:
COUNTY OF WALLA WALLA)

I certify that I know or have satisfactory evidence that **John B. Gailey** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the **Manager and Member of Touchet River Ranch, LLC** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 02/25/2026

(b)(6) [redacted]

Notary Public

Print Name Maria Leon

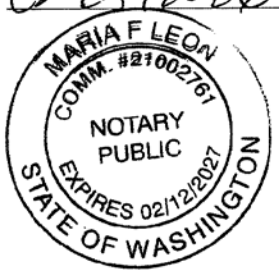
My commission expires 2/12/27

ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss:
COUNTY OF WALLA WALLA)

I certify that I know or have satisfactory evidence that **Susan K. Gailey** is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the **Manager and Member of Touchet River Ranch, LLC** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 02/25/2026



(b)(6) [redacted]

Notary Public

Print Name Maria Leon

My commission expires 2/12/27

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Sheryl R Park County Auditor, Walla Walla County WA

ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss:
COUNTY OF WALLA WALLA)

I certify that I know or have satisfactory evidence that **Amanda Martino** is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the **Executive Director of the Blue Mountain Land Trust** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 02/25/2026

(b)(6)

Notary Public

MARIA F LEON
COMM. #21002761
NOTARY PUBLIC
EXPIRES 02/12/2027
STATE OF WASHINGTON

Print Name Maria Leon

My commission expires 2/12/27

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Sheryl R Park County Auditor, Walla Walla County WA

ACKNOWLEDGMENT

STATE OF OREGON)
) ss:
COUNTY OF MULTNOMAH)

I certify that I know or have satisfactory evidence that **Luke Arant** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the **Supervisory Realty Specialist of the United States of America, Bonneville Power Administration**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: February 13, 2026

(b)(6)

Notary Public

OFFICIAL STAMP
JENNIFER THOMAS
NOTARY PUBLIC - OREGON
COMMISSION NO. 1059274
MY COMMISSION EXPIRES MAY 29, 2029

Print Name JENNIFER THOMAS

My commission expires MAY 29, 2029

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EXHIBIT A
Legal Description – Conservation and Restoration Easement
(BPA Tract ID UMATT-WL-15)

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, THE WEST HALF OF THE WEST HALF OF SECTION 32, THE EAST HALF OF THE NORTHEAST QUARTER AND THE SOUTH HALF OF SECTION 31, ALL IN TOWNSHIP 9 NORTH, RANGE 34 EAST OF THE WILLAMETTE MERIDIAN; THE NORTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 8 NORTH, RANGE 34 EAST OF SAID WILLAMETTE MERIDIAN; AND THE NORTHEAST QUARTER OF SECTION 1 IN TOWNSHIP 8 NORTH, RANGE 33 EAST OF SAID WILLAMETTE MERIDIAN, SAID LANDS BEING A PORTION OF THOSE LANDS CONVEYED TO IVAN J. ECCLES AND EDNA ECCLES BY THAT WARRANTY DEED RECORDED MAY 8, 1968 IN BOOK 326 OF DEEDS AT PAGE 601 UNDER AUDITOR'S FILE NO. 494082. EXCEPTING THEREFROM THOSE LANDS CONVEYED TO CASEY FARMS. INC. BY THAT WARRANTY FULFILLMENT DEED RECORDED JANUARY 6. 1978 IN VOLUME 74 OF DEEDS AT PAGE 345 UNDER AUDITOR'S FILE NO. 1978-00153. AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 31 IN TOWNSHIP 9 NORTH, RANGE 34 EAST, WILLAMETTE MERIDIAN, WHICH POINT IS ALSO THE SOUTHEAST CORNER OF THOSE LANDS CONVEYED TO IVAN J. ECCLES AND EDNA ECCLES BY THAT WARRANTY DEED RECORDED MAY 8, 1968 IN BOOK 326 OF DEEDS AT PAGE 601 UNDER AUDITOR'S FILE NO. 494082, SAID POINT BEING MARKED BY A 3/4-INCH IRON ROD, FROM WHICH A 1/2-INCH IRON REBAR MARKING THE SOUTHWEST CORNER OF SAID SECTION 31 BEARS S88°47'10"W A DISTANCE OF 5285.49 FEET, AND RUNNING THENCE ALONG THE BOUNDARY OF SAID ECCLES LANDS BY THE FOLLOWING COURSES AND DISTANCES:

ALONG THE SOUTH LINE OF SAID SECTION 31, S88°47'10"W A DISTANCE OF 1321.37 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 31; THENCE ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, N01°16'09"W A DISTANCE OF 125.00 FEET; THENCE N82°34'11"W A DISTANCE OF 339.27 FEET; THENCE S55°00'59"W A DISTANCE OF 316.61 FEET TO A POINT ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE CONTINUING S55°00'59"W A DISTANCE OF 179.37 FEET; THENCE S68°27'59"W A DISTANCE OF 261.61 FEET; THENCE S57°49'59"W A DISTANCE OF 292.28 FEET; THENCE S5I°42'59"W A DISTANCE OF 1221.10 FEET; THENCE S72°27'59"W A DISTANCE OF 971.45 FEET; THENCE S84°08'59"W A DISTANCE OF 270.26 FEET; THENCE N86°59'01"W A DISTANCE OF 298.41 FEET; THENCE S75°03'59"W A DISTANCE OF 251.06 FEET TO A POINT ON THE EAST LINE OF SECTION 1 IN TOWNSHIP 8 NORTH, RANGE 33 EAST OF SAID WILLAMETTE MERIDIAN; THENCE S73°33'21"W A DISTANCE OF 799.95 FEET; THENCE S76°58'21"W A DISTANCE OF 323.96 FEET; THENCE N88°04'39"W A DISTANCE OF 332.28 FEET; THENCE

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S73°28’21”W A DISTANCE OF 257.67 FEET; THENCE S47°29’21”W A DISTANCE OF 514.94 FEET; THENCE S40°39’21”W A DISTANCE OF 799.86 FEET TO A POINT IN A LINE PARALLEL WITH AND 30.00 FEET EAST OF THE WEST LINE OF THE EAST HALF OF SAID SECTION 1, SAID POINT BEARING N40°39'21”E A DISTANCE OF 60.08 FEET FROM A POINT IN SAID WEST LINE OF THE EAST HALF WHICH IS 2432.20 FEET SOUTH, MEASURED ALONG SAID WEST LINE, FROM THE NORTHWEST CORNER OF SAID EAST HALF OF SECTION 1; THENCE ALONG SAID PARALLEL LINE. N01°05’26”W A DISTANCE OF 2277.16 FEET TO A POINT IN THE SOUTH LINE OF THOSE LANDS CONVEYED TO CASEY FARMS, INC. BY THAT WARRANTY FULFILLMENT DEED RECORDED JANUARY 6, 1978 IN VOLUME 74 OF DEEDS AT PAGE 345 UNDER AUDITOR’S FILE NO. 1978-00153, SAID POINT BEARING S21°02’14”E A DISTANCE OF 117.26 FEET FROM A POINT IN SAID WEST LINE OF THE EAST HALF OF SECTION 1 WHICH IS 281.00 FEET SOUTH, MEASURED ALONG SAID WEST LINE, FROM SAID NORTHWEST CORNER OF SAID EAST HALF; THENCE LEAVING THE BOUNDARY OF SAID ECCLES LANDS ANO RUNNING ALONG THE BOUNDARY OF SAID CASEY LANDS BY THE FOLLOWING COURSES AND DISTANCES:

S21°02’14”E A DISTANCE OF 47.60 FEET; THENCE S41°37’14”E A DISTANCE OF 92.92 FEET; THENCE S11°17’14”E A DISTANCE OF 109.90 FEET; THENCE S14°23’14”E A DISTANCE OF 462.59 FEET; THENCE N61°07’46”E A DISTANCE OF 174.84 FEET; THENCE N55°54’46”E A DISTANCE OF 99.91 FEET; THENCE N42°04’46”E A DISTANCE OF 189.83 FEET; THENCE N75°11’46”E A DISTANCE OF 150.07 FEET; THENCE N44°49'46"E A DISTANCE OF 454.59 FEET; THENCE N70°14’46”E A DISTANCE OF 69.94 FEET; THENCE N67°45’46”E A DISTANCE OF 526.53 FEET; THENCE N84°32’46"E A DISTANCE OF 214.81 FEET; THENCE N71°35’46”E A DISTANCE OF 134.88 FEET; THENCE N64°44’46"E A DISTANCE OF 384.66 FEET; THENCE N60°13’46”E A DISTANCE OF 41.66 FEET TO THE NORTH LINE OF SAID SECTION 1; THENCE LEAVING SAID BOUNDARY OF THE CASEY LANDS AND RUNNING ALONG SAID NORTH LINE OF SECTION 1, N88°43'42”E A DISTANCE OF 250.46 FEET TO THE NORTHEAST CORNER OF SAID SECTION 1, WHICH IS ALSO THE WEST LINE OF SECTION 31 AFORESAID; THENCE ALONG SAID WEST LINE OF SECTION 31, N01°35’34”W A DISTANCE OF 135.57 FEET TO A POINT IN THE AFORESAID BOUNDARY OF THE CASEY LANDS; THENCE CONTINUING ALONG SAID BOUNDARY OF THE CASEY LANDS BY THE FOLLOWING COURSES AND DISTANCES:

N60°13’46"E A DISTANCE OF 243.70 FEET; THENCE N59°17’46”E A DISTANCE OF 289.74 FEET; THENCE S28°30’14”E A DISTANCE OF 119.89 FEET; THENCE N88°20’46”E A DISTANCE OF 319.71 FEET; THENCE N69°24’46”E A DISTANCE OF 249.78 FEET; THENCE N65°02’46”E A DISTANCE OF 399.64 FEET; THENCE N57°24’46"E A DISTANCE OF 129.88 FEET; THENCE N39°57’46”E A DISTANCE OF 264.76 FEET; THENCE N69°19’46”E A DISTANCE OF 169.85 FEET; THENCE N58°20’46”E A DISTANCE OF 279.75 FEET; THENCE N50°04’46"E A DISTANCE OF 157.86 FEET; THENCE N42°39’46”E A DISTANCE OF 259.77 FEET; THENCE N48°02’46”E A DISTANCE OF 254.77 FEET; THENCE N58°32’46”E A DISTANCE OF

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239.79 FEET; THENCE N70°43’46”E A DISTANCE OF 214.81 FEET; THENCE N64°37’46”E A DISTANCE OF 279.75 FEET; THENCE S73°30’14”E A DISTANCE OF 729.35 FEET; THENCE S64°03’14”E A DISTANCE OF 169.85 FEET; THENCE S79°54’14"E A DISTANCE OF 84.92 FEET; THENCE N69°22’46”E A DISTANCE OF 199.82 FEET; THENCE N51°32’46”E A DISTANCE OF 373.87 FEET; THENCE N48°52’46”E A DISTANCE OF 439.61 FEET; THENCE N37°39’46”E A DISTANCE OF 199.82 FEET; THENCE N09°40’46"E A DISTANCE OF 279.75 FEET; THENCE N18°26’46”E A DISTANCE OF 415.63 FEET; THENCE N31°02’14"W A DISTANCE OF 616.45 FEET; THENCE N35°19’14”W A DISTANCE OF 249.78 FEET; THENCE N10°30’14”W A DISTANCE OF 369.67 FEET; THENCE N12°55’14"W A DISTANCE OF 279.75 FEET; THENCE N48°39’46”E A DISTANCE OF 219.80 FEET; THENCE S57°57’14”E A DISTANCE OF 344.69 FEET; THENCE S82°38’14”E A DISTANCE OF 59.95 FEET; THENCE N78°23’46”E A DISTANCE OF 79.93 FEET; THENCE N29°03’46”E A DISTANCE OF 111.90 FEET; THENCE N23°31’46”E A DISTANCE OF 224.80 FEET; THENCE N17°10’46”E A DISTANCE OF 199.82 FEET;
THENCE LEAVING SAID BOUNDARY OF THE CASEY LANDS AND RUNNING N24°08'29"E A DISTANCE OF 826.33 FEET; THENCE
S67°01'57"E A DISTANCE OF 516.80 FEET TO A POINT IN THE CENTER OF THE TOUCHET RIVER; THENCE ALONG SAID TOUCHET RIVER, N54°43'59"E A DISTANCE OF 160.24 FEET TO A POINT; THENCE DEPARTING SAID RIVER AND RUNNING S00°35'18"E A DISTANCE OF 564.74 FEET TO A POINT IN A FENCE; THENCE ALONG SAID FENCE BY THE FOLLOWING SIX COURSES:
S40°18'47"W A DISTANCE OF 230.16 FEET; THENCE S14°26'21"W A DISTANCE OF 204.36 FEET; THENCE S25°15'17"W A DISTANCE OF
180.44 FEET; THENCE S04°08'24"E A DISTANCE OF 157.61 FEET; THENCE S42°48'02"E A DISTANCE OF 253.97 FEET; THENCE N79°23'22"E A DISTANCE OF 103.52 FEET; THENCE LEAVING SAID FENCE AND RUNNING S00°59'46"E A DISTANCE OF 1,236.37 FEET TO A CORNER IN SAID FENCE; THENCE ALONG SAID FENCE, S00°02'50"W A DISTANCE OF 1,166.78 FEET; THENCE CONTINUING ALONG SAID FENCE AND THE SOUTHERLY EXTENSION THEREOF, S00°15'27"E A DISTANCE OF 1,460.30 FEET TO A POINT IN THE SOUTH LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 32; THENCE ALONG SAID SOUTH LINE, S88°50'35"W A DISTANCE OF 1208.53 FEET TO THE POINT
OF BEGINNING;

Situated in Walla Walla County, State of Washington.

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EXHIBIT B

Map – Conservation and Restoration Easement

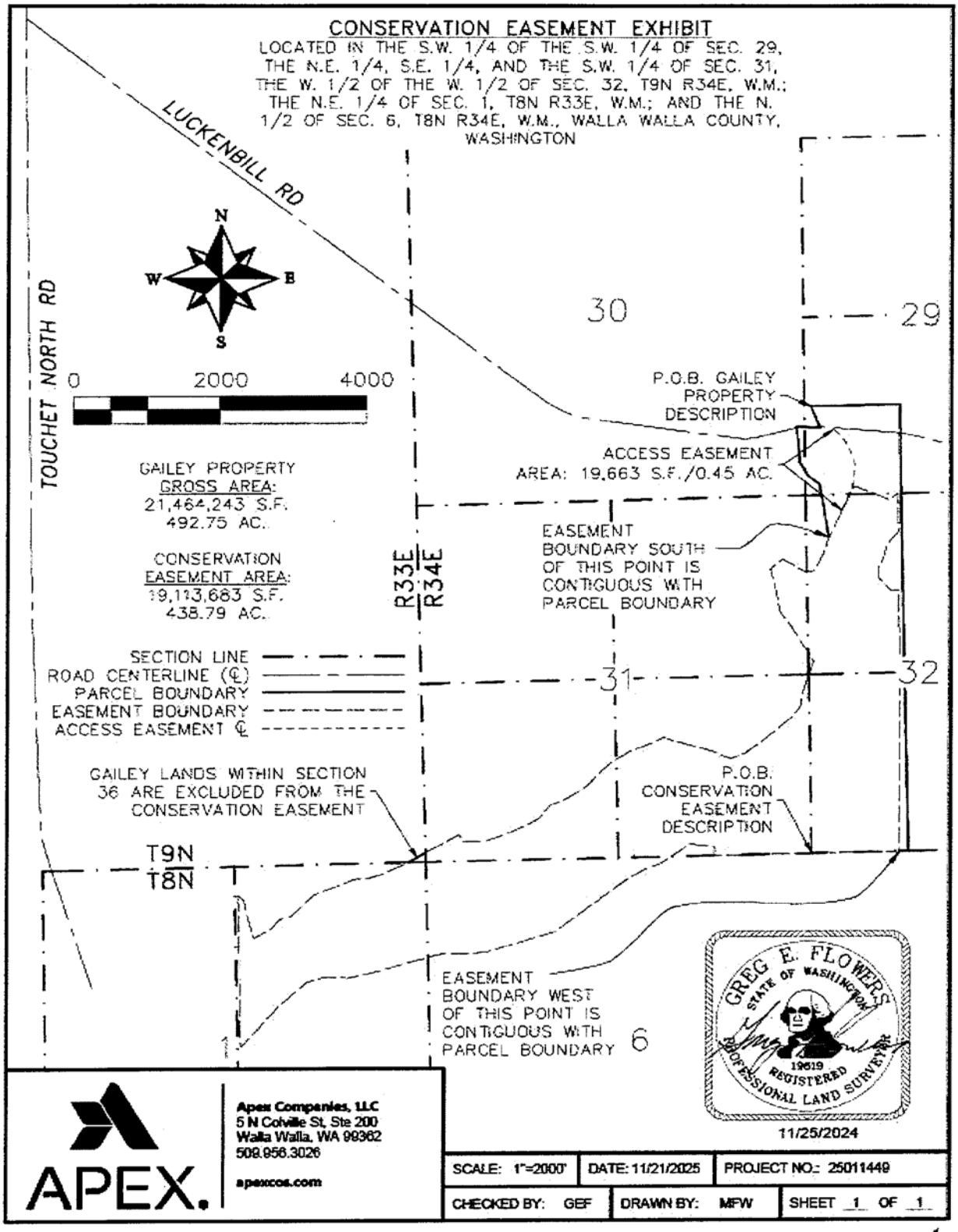

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EXHIBIT C
Riparian Conservation Agreement

RIPARIAN CONSERVATION AGREEMENT
Walla Walla Basin Fish Habitat Project

This Riparian Conservation Agreement ("Agreement") is entered into by and between the Confederated Tribes of the Umatilla Indian Reservation ("CTUIR"), acting through its Department of Natural Resources and Touchet River Ranch LLC ("Owner"), as of the date of the last signature affixed below.

Recitals:

A. CTUIR wishes to maintain stream and riparian habitat improvement projects and conservation practices implemented on the Owner's property in Walla Walla County, Washington. This riparian corridor is part of fish habitat improvement activities performed in the areas designated in Exhibit A (Map of Project Area).

B. The purpose of this Agreement is to promote sound resource management that will achieve benefits for fish and wildlife habitat, water quality and soil and water conservation in the Project Area. Though every attempt will be made to protect existing infrastructure throughout the design and construction, it is not the intent of this Agreement to control natural flood events or to protect manmade structures on the Owner's property.

C. The CTUIR intends to work cooperatively with the Owner and other partners to restore and protect habitat critical to the survival of native fish and wildlife species.

Agreements:

The parties agree as follows:

1. Legal Description. The real property subject to the terms of this Agreement is described as follows:

   The stream corridor, riparian, stream bank, and stream channel bottom within Walla Walla County, the approximately 170 acre portion of Tax Lots 340929330005, 340929330007, 340929330004 and 340929330008 outlined in red in Exhibit A. Parcels are located in Township 8 North, Range 33 East, Section 1, Township 8 North, Range 33 East, Section 6, Township 9 North, Range 34 East, Section 31, Township 9 North, Range 34 East, Section 32 and Township 9 North, Range 34 East, Section 29.

2. Access, Implementation, and Maintenance. Subject to the provisions of this Agreement, the Owner grants permission to CTUIR, its authorized personnel, employees, agents, contractors and consultants, to enter the property detailed in Section 1 above and the Project Area within said property for the sole purpose of implementing, maintaining, and monitoring habitat improvements and fences in accordance with the Scope of Work attached as Exhibit B and incorporated herein by reference. Generally,

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Sheryl R Park County Auditor, Walla Walla County WA

CTUIR staff will conduct property visits to inspect the project and at other times as necessary to monitor compliance with terms and conditions of this Agreement. Access will be coordinated regularly with Owner.

a. CTUIR will be responsible for monitoring all fish habitat improvements and conservation practices for the term of this Agreement.

b. Nothing in this Agreement shall operate to vest CTUIR with any right, title or interest to the Project Area or Owner's property by adverse possession or otherwise.

3. Consideration. The Owner agrees to accept, as consideration for CTUIR's implementation and maintenance of habitat improvements and conservation practices, the value of all improvements constructed or planted in the Project Area by CTUIR pursuant to this Agreement in lieu of direct monetary compensation.

4. Standard of Performance. CTUIR agrees to perform monitoring and any essential maintenance of all habitat improvements described in Exhibit B in a professional manner with skill, care and supervision necessary to assure completion of high quality work for the purposes contemplated.

5. Effective and Termination Date. This Agreement shall be effective as of the last signature affixed below and shall terminate on June 30, 2035.

6. Permits and Authorizations.

(a) The CTUIR and its partners shall be solely responsible, without expense to the Owner, for obtaining all necessary governmental permits, authorizations and approvals prior to commencement of any work in the Project Area.

(b) The Owner shall not be named as a permittee or responsible party for any government permit, authorization or approval applicable to the work conducted by the CTUIR in the Project Area.

(c) The CTUIR shall be solely responsible for complying with the terms and conditions of any government permit, authorization or approval applicable to work conducted by the CTUIR in the Project Area.

(d) The Owner shall be liable for any intentional destruction, alteration or damage caused by the Owner, Owner's agents or lessees of habitat improvements, constructed or planted by the CTUIR or its partners in the Project Area.

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7. Early Termination of Agreement.

(a) Either the Owner or CTUIR may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach, or in the alternative, provided a plan and schedule for curing the breach acceptable to the non-breaching party within 30 days of the date of the notice of breach, then the party giving the notice may terminate the Agreement by written notice to the other party.

(b) In the event of early termination pursuant to 7(a) above by the CTUIR due to a breach by the Owner, the Owner shall pay to the CTUIR the cost of habitat improvements, including costs for stream channel and floodplain design, construction, materials purchased, structures installed, fencing constructed and plantings made by the CTUIR for habitat improvements, taking into account reasonable depreciation.

(c) In the event of early termination pursuant to 7(a) above by the Owner due to a breach by CTUIR, the Owner may take all necessary and reasonable actions consistent with the purpose of this Agreement to remedy the breach (including restoration of the Project Area if more cost effective than completion of the work) either by itself, by agreement with another contractor or by a combination thereof, and CTUIR shall pay to the Owner the cost incurred by the Owner to remedy the breach.

(d) The remedies provided to the parties in this Agreement are not exclusive. The parties are also entitled to pursue any other equitable and legal remedies that are available.

8. Restrictions of Owner.

(a) The Owner and Owner's agents or lessees are restricted from the following activities ("Restricted Activities") unless prior written consent is obtained from CTUIR. CTUIR will reply to this request within 7 days, or the consent will be implied:

i. No burning, removing or damaging native vegetation in any way, including intentional livestock or domestic animal grazing unless negotiated within a Grazing Management Plan;

ii. Following implementation, no alterations within the stream channel are permitted by the Owner without prior consent and oversight by CTUIR;

iii. No removal or alteration of dead and down trees; except in the case of fallen trees that create a safety hazard;

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iv. No construction of buildings, bridges, fences or other structures;

v. No construction of new trails, roads or perennial stream fords;

vi. No placement of fill materials (rock, concrete, soils, etc.);

vii. No draining, altering or otherwise disturbing wetland areas.

(b) In the event the Owner is ordered by a governmental entity authorized to issue such an order to engage in a Restricted Activity on an emergency basis, owner may comply with such order without prior written consent of the CTUIR only if it is impracticable to obtain consent within the time given for compliance with the order. Upon receipt of any such order, Owner shall immediately inform and coordinate with the CTUIR to limit the impact of the ordered action to the conservation goals of this Agreement.

9. Miscellaneous Provisions.

a. This agreement may be amended only by mutual written consent of the CTUIR and the Owner. Any such amendments shall be attached to this agreement as Exhibits.

b. Maintenance of any fence erected by CTUIR will be the responsibility of CTUIR for the duration of this Agreement. Except for damage that is caused by Owner as set forth in subsection 6(d), CTUIR agrees to promptly repair damage to the fence erected in the Project Area.

c. Subject to those restrictions described in paragraph 8, nothing in this Agreement shall prevent or deny the Owner or Owner's lessee's access to the Project Area for any reason or purpose. The Owner specifically reserves the right on behalf of themselves, their agents, employees and guests, to hunt game and fish in the Project Area.

d. The parties agree to cooperate in the planning and facilitation of riparian and upland management and improvement activities in the Project Area. The parties further agree to mutually manage the Project Area to promote riparian vegetation for the benefits of fish and wildlife habitat and soil and water conservation, while accommodating Owners interest in farming and ranching.

e. The CTUIR agrees to coordinate its actions with the Owner and/or his lessees as necessary in performing any work under this Agreement to minimize impacts on farm and ranch activities.

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10. Liability and Indemnification. Subject to the extent of liability coverage provided in the insurance policy set forth in Paragraph 12 below, the CTUIR agrees to defend, hold harmless, and indemnify the Owner and Owner's officers, agents, and employees (the "Indemnified Parties") against all losses, liabilities, claims, damages, costs or expenses, including reasonable attorney's fees and expenses (collectively, "Claim") that are brought against the Indemnified Parties arising out of or related to (1) any personal injury, death or property damage caused by any act, omission, error, fault, mistake or negligence of the CTUIR or its employees, agents, or subcontractors related to this agreement, (2) any act or omission by the CTUIR that constitutes a non-trivial (from the perspective of a reasonable person in the position of the Indemnified Parties) breach of this agreement. The CTUIR's obligation under this section shall not extend to any Claim primarily caused by the negligence or intentional misconduct of an Indemnified Party.

11. Liens. CTUIR shall not permit the filing of any lien associated with its activities as described herein against the Owner's property, and if any lien is so filed, CTUIR shall take all necessary steps to promptly remove such lien at no cost or expense to the Owner. This section shall survive termination of this Agreement.

12. Liability Insurance. The CTUIR shall maintain public liability and property damage insurance that protects CTUIR and the Owner and Owner's officers, agents, assignees and employees from any and all claims, demands, actions and suits for damage to property or personal injury, including death, arising from CTUIR's work under this Agreement. The insurance shall be without prejudice to coverage otherwise existing and shall name as an additional insured the Owner. Notwithstanding the naming of additional insured's, the insurance shall protect each insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. The coverage must apply as to claims between insured's on the policy. The insurance shall provide that the insurance shall not terminate or be canceled without 30 days written notice first being given to the Owner. Prior to cancellation or termination of the insurance, CTUIR shall provide a new policy with the same terms. CTUIR agrees to maintain continuous, uninterrupted coverage for the duration of this Agreement. The insurance shall include coverage for any damages or injuries arising out of the use of automobiles or other motor vehicles by CTUIR employees.

13. Compliance with Laws. In performing under this Agreement, CTUIR shall comply with all applicable law, including statutes, ordinances, resolutions, rules, plans, decrees or orders, including applicable environmental and land use laws.

14. Assignment. CTUIR shall not assign this Agreement, in whole or in part, or any right or obligation hereunder, without the prior written approval of the

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Owner, which Owner may withhold for any reason. The Owner understands that this Agreement is an encumbrance on the land and shall be binding upon the parties' heirs, assigns or successors in interest.

15. Subcontracting. CTUIR agrees that if subcontractors are employed in the performance of this Agreement, CTUIR shall require the subcontractor to agree, as to the portions subcontracted, to fulfill all obligations of CTUIR as specified in this Agreement. Notwithstanding the employment of subcontractors, CTUIR shall remain obligated for full performance hereunder, and the Owner shall incur no obligation other than their obligations to CTUIR hereunder. CTUIR's subcontractors shall be subject to the applicable requirements and sanctions of Washington State RCW 51.12.025, workers' compensation.

16. Independent Contractor Status.

(a) CTUIR shall perform the work hereunder as an independent contractor.

(b) CTUIR, its subcontractors and their employees, are not employees of the Owner and are not eligible for any benefits through the Owner, including unemployment compensation and retirement benefits.

(c) CTUIR shall have complete control over its personnel and operations and shall be solely and completely responsible for working conditions on the job site, including the safety of all of its personnel and property during performance of this Agreement.

17. Authorized Representatives. Each party to this Agreement hereby appoints a representative who shall be fully authorized to carry out that party's obligations and execute any documents required by this Agreement.

The Owner's authorized representative for this Agreement shall be:

Touchet River Ranch, LLC
John and Susan Gailey
222 Indian Court
Richland, WA 99352
509-539-6426, 509-987-3910

The CTUIR's authorized representatives for this Agreement shall be:

(1) Julie Burke (Administrative Contact) Tel: 541-429-7292
(2) Gerald Middel (Technical Contact) Tel: 541-969-9925

Written inquiries or responses to the CTUIR's authorized representatives shall be mailed to the attention of the above individual(s) at the following address:

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Confederated Tribes of the Umatilla Indian Reservation
Department of Natural Resources
Fisheries Program
46411 Timíne Way
Pendleton, OR 97801

Either party may change their authorized representative upon written notice provided to the other party.

18. Notice. Any notice provided for under this Agreement shall be sufficient if in writing and delivered personally to the authorized representative described in Paragraph 17, or deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the authorized representative at the address described in Paragraph 17.

19. Arbitration. Any dispute or claim that arises out of or relates to this Agreement, or for the interpretation or breach thereof, shall be resolved by arbitration or mediation.

20. Attorney Fees. In the event of any suit, action or arbitration proceeding arising at law or in equity out of or in connection with this Agreement, the prevailing party in such suit, action or arbitration and in any appeal there from shall be entitled to recover from the losing party the prevailing party's reasonable attorneys' fees, costs, and expenses determined by the court, or arbitrator before which the proceeding was tried or heard.

21. Severability. If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.

22. Integration. This Agreement contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements. No modification to this Agreement shall be valid unless written and signed by an authorized representative of the Owner and CTUIR. The persons executing this Agreement on behalf of each party hereto warrants that they have full power and authority to do so on behalf of each party.

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Sheryl R Park County Auditor, Walla Walla County WA

33390053
BPA-2026-01154-F 0678

CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION

By:

(b)(6)

Teara Farrow Ferman, Interim Deputy Executive Director

Date: 01/06/2022

PROPERTY OWNER

By:

(b)(6)

Owner Representatives, John and Susan Gailey

Date: 1-16-22

Attachments: Exhibit A – Maps of Project Area
Exhibit B – Riparian Conservation Agreement Scope of Work

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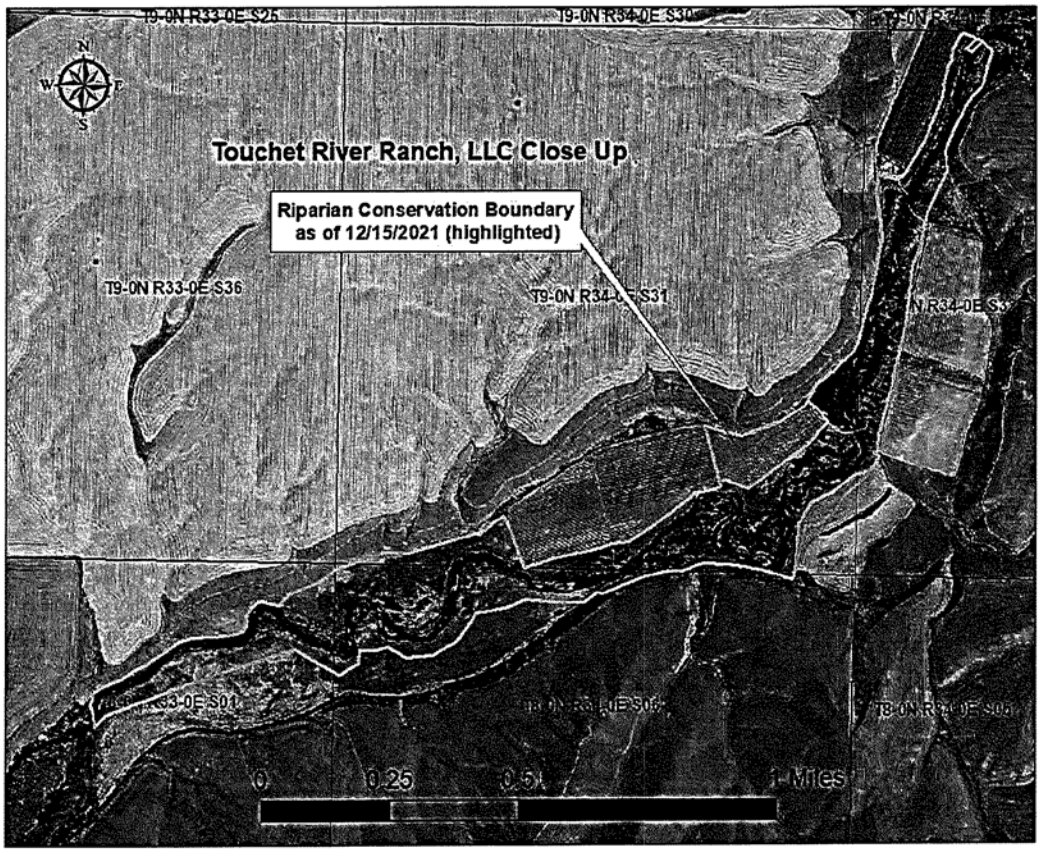

Figure 2. Close up of Riparian Area.

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Exhibit A – Maps of Project Area

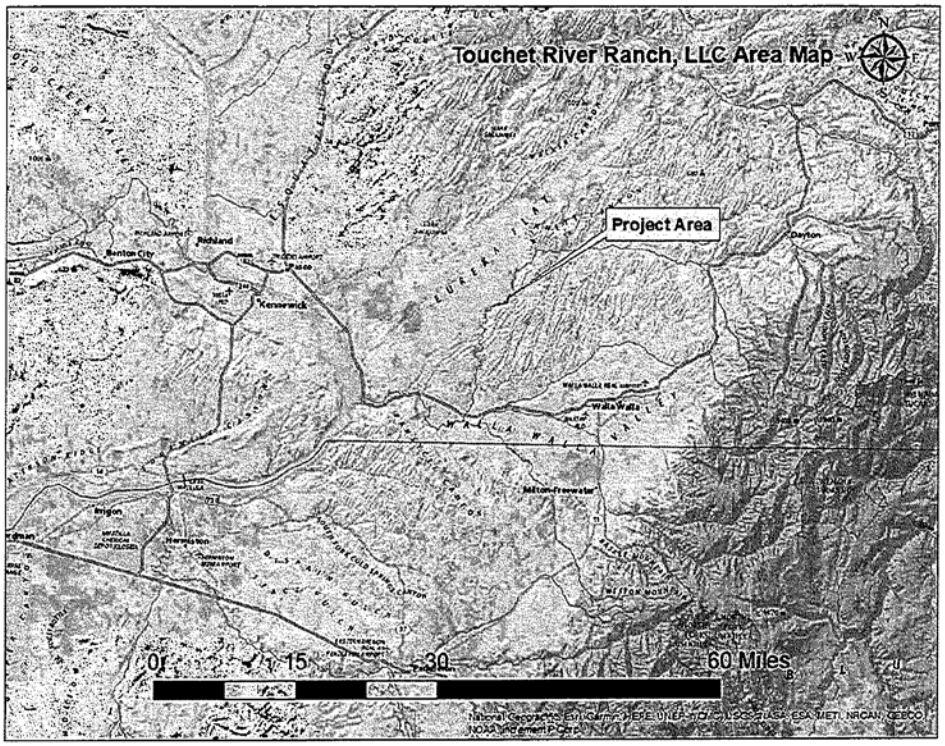

Figure 1. Project Area Map

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Exhibit B – Riparian Conservation Agreement Scope of Work

Within the agreement boundary, as shown on Exhibit A, the CTUIR agrees to the following:

1. CTUIR and project collaborators shall work cooperatively with the landowner to survey, design, implement, monitor, maintain and showcase a salmonid habitat enhancement project to improve riverine function, and achieve project objectives related to making improvements to the following processes: geomorphology, hydrology, connectivity, aquatic biota, and riparian vegetation on the landowner's property. CTUIR shall be responsible for the following actions depicted within the agreement boundary as illustrated in Exhibit A:

    i. Obtaining all necessary permits;
    ii. Securing all necessary funds and selecting capable subcontractors;
    iii. Coordination between Owners and contractors throughout design processes;
    iv. Surveying physical attributes of the Project Area and fish response;
    v. Supervising construction activities;
    vi. Monitoring progress of restoration actions;
    vii. Maintaining the Project Area to promote accelerated recovery from disturbance and provide optimal aesthetics;
    viii. Promoting achievements of the project;
    ix. Securing access to the property with advanced notice and mutual consent;
    x. Administration of contracts, budgets, and reporting deliverables.

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EXHIBIT D
Touchet River Adjudicated Certificate of Water Right #345

Certificate of Water Right

THIS IS TO CERTIFY:

That by virtue of a decree of the Superior Court of the State of Washington in and for Walla Walla County, *made and entered on the* 19th *day of* September, 1929, *and recorded in Volume* 18 *of the Superior Court Journal of said County at page* 1, *from which decree no appeal was taken, and which decree determined the rights of all known claimants to the use of the waters of* the Touchet River, *a tributary of* the Walla Walla River

BAKER-BOYER NATIONAL BANK
TRUSTEE for EARLE EDWARDS
Walla Walla, Washington

is entitled to use, subject to provisions set forth in said decree, and the laws of the State of Washington, the waters of said Touchet River

for the purpose of irrigation of 219.0 acres of land.

That the amount of water to which said water right is entitled is limited to the quantity which is reasonably and actually necessary for the purpose aforesaid and shall not exceed 3.369 *second feet from* April 1st *to* Sept. 15th *and* 4.380 *second feet from* Sept. 15th *to* April 1st, *with the following exception:*
After all rights scheduled in the above mentioned decree are filled, the surplus water is allotted in the order of priority in amounts sufficient to increase the rate to the quantity allotted for the period from September 15th to April 1st. The total diversion shall not exceed 6 acre feet per acre for any one year beginning September 15th.

That the date of priority of said water right is not given *; that the decree aforesaid establishes said right in Class* Sixty-four.

That the point of diversion of said water right is as follows:
SE¼ of SE¼, Sec. 29, Twp. 9 N., Rge 34 E. W. M.

and cannot be changed except as provided in Section 39, Chapter 117, Session Laws of 1917.

That said water right was adjudged by said decree to be and is appurtenant to the following described real property situated in Walla Walla *County, Washington, to-wit:*
N½ of NW¼ of Sec. 6, Twp. 8 N., Rge 34 E. W. M. S½ of SW¼ of Sec. 31, Twp. 9 N., Rge 34 E. W. M. SE¼ of Sec. 31, N½ of N½ of Sec. 32; SW¼ of S½ of Sec. 29, Twp. 9 N., Rge 34 E. W. M.

345

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This instrument is recorded in the office of the Supervisor of Hydraulics, at Olympia, Washington, in Volume 6 *of Water Right Certificates at Page* 345

WITNESS the seal and signature of the Supervisor of Hydraulics affixed this 9th *day of* December, *1932*

Supervisor of Hydraulics of the State of Washington.

Certificate of Water Right

Issued to BAKER-BOYER NATIONAL BANK, TRUSTEE FOR EARLE EDWARDS

For the use of the waters of

TOUCHET RIVER

County of WALLA WALLA

State of Washington.

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EXHIBIT E
Legal Description – Reserved Water Rights

Certificate 345

3.67 acres NW1/4 of NW1/4 of Section 29, T9N, R34E
6.57 acres SW1/4 of SW1/4 of Section 32, T9N, R34E
Total = 10.24 acres

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EXHIBIT F
Acknowledgment of Baseline Inventory

Grantor, Grantee and Bonneville hereby acknowledge and agree that the Baseline Inventory for the Protected Property (BPA Tract ID UMATT-WL-15), dated 30 January, 2026, prepared by the Blue Mountain Land Trust and reviewed and approved by Bonneville and Grantor, together with its maps and photographs, accurately describes and depicts the biological and physical features of the property, relevant site conditions, and current structures/improvements and land use. The Baseline Inventory will be used for monitoring the condition of the Protected Property and compliance with the Conservation and Restoration Easement, has been provided to all undersigned Parties, and will be kept on file with Grantee, CTUIR and Bonneville. Grantor and Grantee affirm that there are no current or ongoing activities on the Protected Property that are inconsistent with the terms and conditions of the Conservation and Restoration Easement.

Grantor:

(b)(6)

John B. Gailey
Manager and Member, Touchet River Ranch, LLC

2-25-26
Date

(b)(6)

Susan K. Gailey
Manager and Member, Touchet River Ranch, LLC

02/25/26
Date

Grantee:

(b)(6)

Amanda Martino
Executive Director, Blue Mountain Land Trust

2-25-26
Date

Third Party Beneficiary, The United States of America:

(b)(6)

Luke Arant
Bonneville Power Administration
Supervisory Realty Specialist

13 Feb 2026
Date

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EXHIBIT G

Road Map – Conservation and Restoration Easement

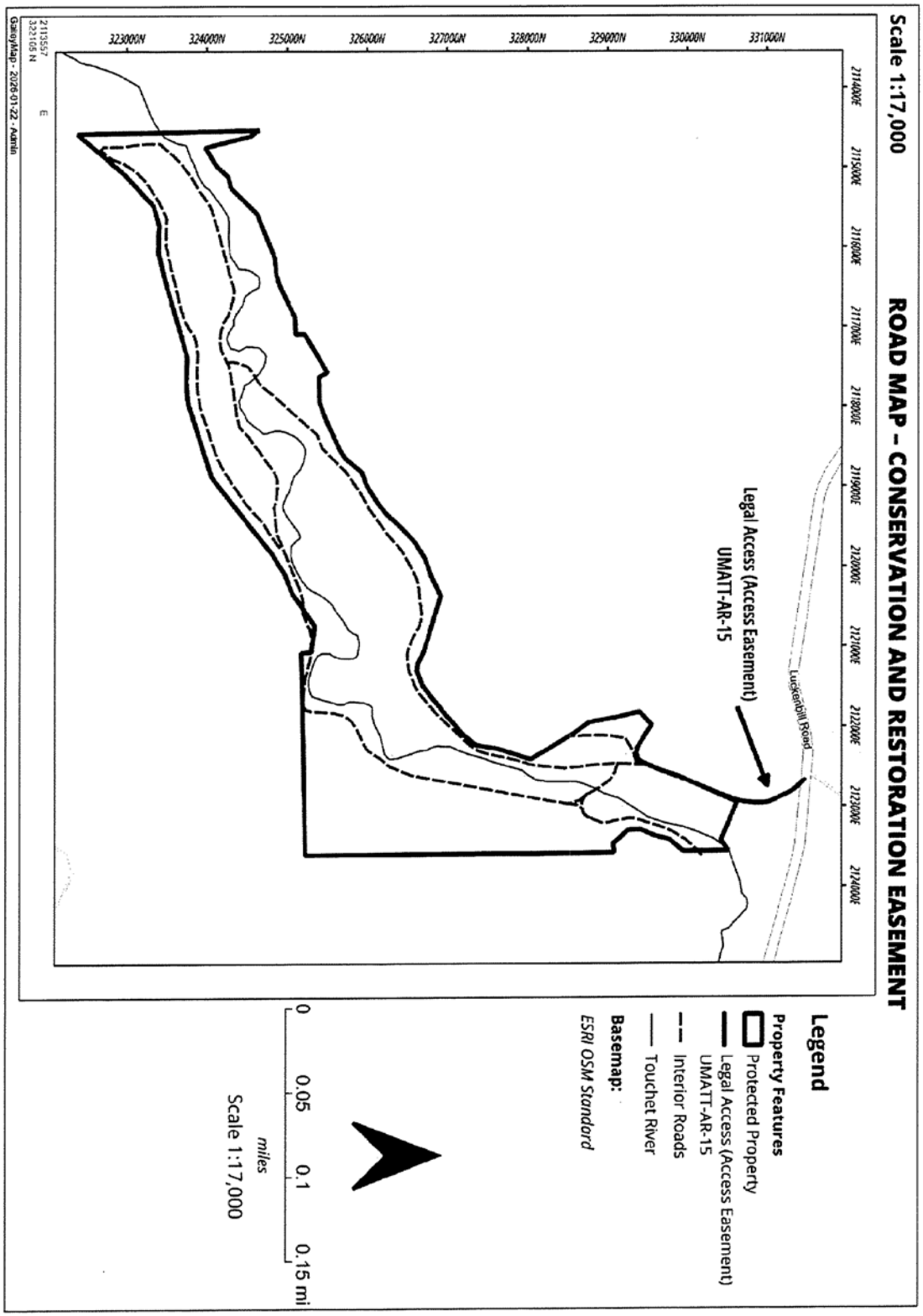

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EXHIBIT H
Acknowledgment of Management Plan

Grantor and Grantee, in cooperation with CTUIR, have developed a Management Plan for the Protected Property (BPA Tract ID UMATT-WL-15) dated 30 January, 2026, which Bonneville has reviewed and determined to be consistent with the Purpose and terms and conditions of the Conservation and Restoration Easement and will maintain or enhance the Conservation Values. Bonneville's confirmation of consistency does not create or imply any obligation on the part of Bonneville to fund the actions in the Management Plan, and does not create a federal nexus to, or control over, the day-to-day activities carried out by Grantor, Grantee, the CTUIR, or other partners acting pursuant to the Management Plan. Grantor remains responsible for all incidents of ownership associated with fee title under applicable federal, state, and local law, including but not limited to tort liability, environmental compliance, noxious weed control, and tax payments.

Bonneville Power Administration, Fish and Wildlife Program

(b)(6) [redacted]

David Kaplowe
Supervisory Fish and Wildlife Administrator

Date 2/19/26

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EXHIBIT I
Acceptable Title Encumbrances

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.

2. Rights or claims of parties in possession not shown by the Public Records.

3. 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, and that is not shown by the Public Records.

4. Easements, or claims of easements, not shown by the Public Records.

5. Any lien, or right to a lien, for services, labor, equipment, or materials heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

6. Taxes or special 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 to such proceedings whether or not shown by the records of such agency, or by the Public Records.

7. (a) Reservations or exceptions in patents or in Acts authorizing the issuance thereof; (b) water rights, claims to title to water, whether or not the matters excepted under (a) or (b) are shown by the Public Records.

8. Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.

9. Any service, installation, connection, maintenance, tap, capacity or construction charges for sewer, water, electricity, natural gas or other utilities, or garbage collection and disposal.

10. (a) All right, title or claim of any character by the United States, state, local government or by the public generally in and to any portion of the land lying within the current or former bed, or below the ordinary high water mark, or between the cut banks of a stream navigable in fact or in law. (b) The consequence of any past or future change in the location of the bed.

11. Any Rights, Interest or Easements in favor of the State of Washington, the United States of America or the public which exist or are claimed to exist in and over the waters, bed and banks of the Touchet River.

12. Terms, covenants and conditions contained in an application for Current Use Classification, entered into pursuant to RCW 84.34 (including potential liability for future applicable taxes, special benefit assessments levied by local governments, penalties and interest upon breach

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of, or withdrawal from, said classification); Notice of approval being recorded under Recording No. 2006-14866, records of Walla Walla County, Washington.

13. Unrecorded leasehold, if any, and the rights of vendors and holders of security interests in personal property of tenants to remove said personal property at the expiration of the term.

14. Any claim that the Title is subject to a trust or lien created under the Perishable Agricultural Commodities Act (7 U.S.C. §§499a, et seq.) or the Packers and Stockyards Act (7 U.S.C. §§181, et seq.) or under similar federal or state laws.

15. Terms and conditions contained in a/an Deed.
    Recorded: February 20, 1882
    Recording No.: Book X of Deeds, Page 580, records of Walla Walla County, Washington.

16. Exceptions and Reservations as contained in a/an Deed.
    Executed by: Northern Pacific Railroad Company
    Recorded: February 5, 1884
    Recording No.: Book 32 of Deeds, Page 158, records of Walla Walla County, Washington.

17. Terms and conditions contained in a/an Notice of Utility Easement Rights.
    Recorded: January 24, 1989
    Recording No.: 8900477, records of Walla Walla County, Washington.

18. Terms and conditions contained in a/an Memorandum of Electric Service Agreement with Columbia Rural Electric Association.
    Recorded: January 27, 2015
    Recording No.: 2015-00652, records of Walla Walla County, Washington.

19. All matters, and any rights, easements, interests or claims as disclosed by Survey recorded May 14, 2024 as Recording No. 2024-02564, records of Walla Walla County, Washington.

20. An easement, including the terms and conditions thereof, for the purposes shown below and rights incidental thereto as set forth in Right of Way Easement.
    Granted to: Pacific Power & Light Company
    Recorded: March 26, 1963 Recording
    No.: 446697, records of Walla Walla County, Washington.

21. All matters, and any rights, easements, interests or claims as disclosed by Record of Survey recorded October 22, 2025 as Recording No. 202506529, records of Walla Walla County, Washington.

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AFTER RECORDING, RETURN TO:
Blue Mountain Land Trust
P.O. Box 1473
Walla Walla, WA 99362
Ptn. of Walla Walla Co. Tax Lot
340929330004
Bonneville Tract ID: UMATT-AR-15

WALLA WALLA CO. TREASURER
REAL ESTATE EXCISE TAX PAID
JAN 25 2026
NO. 150795
AMT. $20.30

ACCESS EASEMENT

This DEED OF ACCESS EASEMENT ("Access Easement") is executed by John B. Gailey and Susan K. Gailey, managers and members of Touchet River Ranch, LLC, a Washington limited liability company ("Grantor"), having an address of 6539 Luckenbill Rd, Walla Walla, WA 99362, in favor of Blue Mountain Land Trust, a Washington nonprofit corporation ("Blue Mountain Land Trust"), having an address of P.O. Box 1473, Walla Walla, Washington, 99362, the United States of America, acting by and through the United States Department of Energy, Bonneville Power Administration ("Bonneville"), having an address of P.O. Box 3621, Portland, Oregon, 97208-3621 (collectively "Grantee").

Grantor is the owner of certain real property (also known as the "Burdened Property") located in Walla Walla County and legally described in Exhibit A (Legal Description – Burdened Property).

Grantee holds a Conservation and Restoration Easement over a portion of Grantor's fee-owned property, where Bonneville is the acquiring federal agency holding third party beneficiary rights, as legally described in Exhibit B (Legal Description – Conservation and Restoration Easement) and shown in Exhibit C (Map – Burdened Property and Conservation and Restoration Easement).

Grantor, as owner of the Burdened Property, subject in part to the Conservation and Restoration Easement, for and in consideration of the funding that Bonneville provided to acquire the Conservation and Restoration Easement, in hand paid, conveys and warrants to Grantee – the Blue Mountain Land Trust and its employees, contractors, representatives, successors, or assigns, including the Confederated Tribes of the Umatilla Indian Reservation, and the United States of America and its assigns – the following rights of access across over, under, upon, and across the Burdened Property, where such Access Easement is legally described and shown in Exhibit D (Access Easement – Legal Description and Map):

> The perpetual and irrevocable right to enter the Burdened Property for the purpose of ingress and egress to the Conservation and Restoration Easement. This right of access includes utilizing motor vehicles, drones or on foot.

Grantor agrees to maintain, at Grantor's cost, the Access Easement in such a condition that it is reasonable to permit vehicular access or access on foot to the Conservation and Restoration Easement.

Blue Mountain Land Trust, its employees, contractors, representatives, successors and assigns, shall indemnify, defend, and hold harmless Grantor, its agents, heirs, successors, and assigns, from any and all costs, liabilities, damages, losses, claims, actions or proceedings which may be

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claimed to have arisen out of any damage, accident, injury or other similar occurrences in the Access Easement area arising from the exercise of or the use of the Access Easement area by Blue Mountain Land Trust, its guests, invitees, agents, or contractors except such injury, loss, or damage as shall have been caused by the negligence or willful act of Grantor, its agents, guests, invitees, successors or assigns. Bonneville is a federal agency; any claim for personal injury, death, or property damage against Bonneville (the United States) must be made in accordance with the Federal Tort Claims Act, 28 U.S.C. §§ 1346(b), 1402(b), 2401(b), and ch. 171.

The effective date of this Access Easement is the date it is fully executed and recorded in the records of Walla Walla County, Washington.

All exhibits are incorporated and made a part of this Access Easement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate the day and year hereinabove written.

Grantor, Touchet River Ranch, LLC:

(b)(6)

John B. Gailey
Manager and Member

2-25-26
Date

(b)(6)

Susan K. Gailey
Manager and Member

02/25/26
Date

Acceptance by Grantee, Blue Mountain Land Trust, Holder of Conservation and Restoration Easement

(b)(6)

Amanda Martino, Executive Director

2-25-26
Date

Acceptance by the United States, Third Party Beneficiary to the Conservation and Restoration Easement

(b)(6)

Luke Arant, Supervisory Realty Specialist
Bonneville Power Administration

13 Feb 2026
Date

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ACKNOWLEDGMENT

STATE OF: Washington)
)ss.
COUNTY OF: Walla Walla)

I certify that I know or have satisfactory evidence that **John Gailey, Manager and Member, Touchet River Ranch, LLC,** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

GIVEN under my hand and official seal this 25th day of Feb, 2026.

(b)(6)

Notary Public in and for the State of Washington

Print Name Maria Leon

My commission expires 2/12/27

ACKNOWLEDGMENT

STATE OF: Washington)
)ss.
COUNTY OF: Walla Walla)

I certify that I know or have satisfactory evidence that **Susan Gailey, Manager and Member, Touchet River Ranch, LLC,** is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument, and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

GIVEN under my hand and official seal this 25th day of Feb, 2026.

(b)(6)

Notary Public in and for the State of Washington

Print Name Maria Leon

My commission expires 2/12/27

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ACKNOWLEDGMENT

STATE OF: Washington)
)ss.
COUNTY OF: Walla Walla)

I certify that I know or have satisfactory evidence that **Amanda Martino, Executive Director of the Blue Mountain Land Trust**, a Washington nonprofit corporation, is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

GIVEN under my hand and official seal this 25th day of Feb., 2026.

MARIA F LEON
COMM. #21002761
NOTARY PUBLIC
EXPIRES 02/12/2027
STATE OF WASHINGTON

(b)(6) [redacted]

Notary Public in and for ~~the~~ State of Washington

Print Name Maria Leon

My commission expires 2/12/27

ACKNOWLEDGMENT

STATE OF: OREGON)
)ss:
COUNTY OF: MULTNOMAH)

I certify that I know or have satisfactory evidence that **Luke Arant, Supervisory Realty Specialist of the United States of America, Bonneville Power Administration**, is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

GIVEN under my hand and official seal this 13 day of FEBRUARY 2026.

OFFICIAL STAMP
JENNIFER THOMAS
NOTARY PUBLIC - OREGON
COMMISSION NO. 1059274
MY COMMISSION EXPIRES MAY 29, 2029

(b)(6) [redacted]

Notary Public in and for the State of Oregon

Print Name JENNIFER THOMAS

My commission expires MAY 29, 2029

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EXHIBIT A
Legal Description– Burdened Property

Beginning at a point in the North line of the Southwest Quarter of the Southwest Quarter of Section 29 in Township 9 North, Range 34 East of the Willamette Meridian, said point being 89.3 feet East, measured along the said North line from the Northwest corner of the said Southwest Quarter of the Southwest Quarter, and run thence South 21°18' East, a distance of 350.0 feet; thence North 84°40' West, 325.0 feet; thence South 4°12' East, 545.0 feet; thence South 28°07' East, 218.0 feet; thence South 51°40' East, 197.0 feet; thence South 9°02' East, 800.00 feet; thence South 18°08'West, 200.00 feet; thence South 24°29' West, 225.0 feet; thence South 30°01 West, 112.0 feet; thence South 79°21' West, 80.0 feet; thence North 81°41' West, 60.0 feet; thence North 57°00' West, 345.0 feet; thence South 49°37' West, 220.00 feet; thence South 11°58' East, 280.0 feet; thence South 9°33' East, 370.0 feet; thence South 34°22' East, 250.0 feet; thence South 30°05' East, 617.0 feet; thence South 19°24' West, 416.0 feet; thence South 10°38' West, 280.0 feet; thence South 38°37' West, 200.00 feet; thence South 49°50' West, 440.0 feet; thence South 52°30' West, 374.2 feet; thence South 70°20' West, 200.0 feet; thence North 78°57' West, 85.0 feet; thence North 63°06' West, 170.0 feet; thence North 72°33' West, 730.0 feet; thence South 65°35' West, 280.0 feet; thence South 71°41' West, 215.0 feet; thence South 59°30' West, 240.0 feet; thence South 49°00' West, 255.0 feet; thence South 43°37' West 260 feet; thence South 51°02' West, 158.0 feet; thence South 59°18' West, 280.0 feet; thence South 70°17' West, 170.0 feet; thence South 40°55' West, 265.0 feet; thence South 58°22' West, 130.0 feet; thence South 66°00' West, 400.00 feet; thence South 70°22' West, 250.0 feet; thence South 89°18' West, 320.0 feet; thence North 27°33' West, 120.0 feet; thence South 60°15' West, 290.0 feet; thence South 61°11' West, 570.0 feet; thence South 65°42' West, 385.0 feet; thence South 72°33' West, 135.0 feet; thence South 85°30' West, 215.0 feet; thence South 68°43' West, 527.0 feet; thence South 71°12' West, 70.0 feet; thence South 45°47' West, 455.0 feet; thence South 76°09' West, 150.2 feet; thence South 43°02' West, 190.0 feet; thence South 56°52' West, 100.0 feet; thence South 62°05' West , 175.3 feet; thence North 13°26' West, 463.0 feet; thence North 10°20' West, 110.0 feet; thence North 40°40' West, 93.0 feet; thence North 20°85' West, 165.0 feet, more or less, to a point in the North and South center line of Section 1, Township 8 North Range 33 East of Willamette Meridian, said point being 281.0 feet South of the North Quarter corner of the said Section 1; thence South along the said centerline 2432.2 feet; thence North 41°53' East, 858.7 feet; thence North 48°43' East 514.2 feet; thence North 74°42' East, 257.3 feet; thence South 86°51' East, 331.8 feet; thence North 78°12' East, 323.5 feet; thence North 74°47' East, 798.8 feet to a point in the East line of the aforesaid Section 1, said point being 1409.3 feet South measured along said East line from the Northeast corner of the said Section 1; thence North 76°09' East, 249.7 feet; thence South 85°54' East, 296.8 feet; thence North 85°14' East, 268.8 feet; thence North 73°33' East, 966.2 feet; thence North 52°48' East, 1214.5 feet; thence North 58°55' East, 290.7 feet; thence North 69°33' East, 260.2 feet; thence North 56°06' East, 178.4 feet to a point in the North line of Section 6 Township 8 North of Range 34 East of the Willamette Meridian, said point being 1920.1 feet West; measured along the said North line, from the Northeast corner of said Section 6; thence North 56°06' East, 314.9 feet; thence South 81°11' East, 349.3 feet to a point in the East line of the West half of the Southeast Quarter of Section 31, Township 9 North, Range 34 East of the Willamette Meridian, said point being 125.0 feet North, measured along the said East line from the Southeast corner of the West half of the Southeast Quarter of Section 31; thence South 125 feet to the Southeast

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corner of the aforesaid West half of the Southeast Quarter; thence East along the South line of the Said Section 31, and the South line of Section 32 of the aforesaid Township and Range, to the Southeast corner of the West half of the West half of the said Section 32; thence North, along the East line of the said West half of the West half, and the East line of the Southwest Quarter of the Southwest Quarter of Section 29, Township 9 North, Range 34 East of the Willamette Meridian, to the Northeast corner of the said Southwest Quarter of the Southwest Quarter; thence West, along the North line of the said Southwest Quarter of the Southwest Quarter to THE POINT OF BEGINNING.

EXCEPTING THEREFROM that portion lying in the County road.

Situated in Walla Walla County, State of Washington.

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EXHIBIT B
Legal Description – Conservation and Restoration Easement
(BPA Tract ID UMATT-WL-15)

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, THE WEST HALF OF THE WEST HALF OF SECTION 32, THE EAST HALF OF THE NORTHEAST QUARTER AND THE SOUTH HALF OF SECTION 31, ALL IN TOWNSHIP 9 NORTH, RANGE 34 EAST OF THE WILLAMETTE MERIDIAN; THE NORTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 8 NORTH, RANGE 34 EAST OF SAID WILLAMETTE MERIDIAN; AND THE NORTHEAST QUARTER OF SECTION 1 IN TOWNSHIP 8 NORTH, RANGE 33 EAST OF SAID WILLAMETTE MERIDIAN, SAID LANDS BEING A PORTION OF THOSE LANDS CONVEYED TO IVAN J. ECCLES AND EDNA ECCLES BY THAT WARRANTY DEED RECORDED MAY 8, 1968 IN BOOK 326 OF DEEDS AT PAGE 601 UNDER AUDITOR'S FILE NO. 494082, EXCEPTING THEREFROM THOSE LANDS CONVEYED TO CASEY FARMS, INC. BY THAT WARRANTY FULFILLMENT DEED RECORDED JANUARY 6, 1978 IN VOLUME 74 OF DEEDS AT PAGE 345 UNDER AUDITOR'S FILE NO. 1978-00153, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHEAST CORNER OF SECTION 31 IN TOWNSHIP 9 NORTH, RANGE 34 EAST, WILLAMETTE MERIDIAN, WHICH POINT IS ALSO THE SOUTHEAST CORNER OF THOSE LANDS CONVEYED TO IVAN J. ECCLES AND EDNA ECCLES BY THAT WARRANTY DEED RECORDED MAY 8, 1968 IN BOOK 326 OF DEEDS AT PAGE 601 UNDER AUDITOR'S FILE NO. 494082, SAID POINT BEING MARKED BY A 3/4-INCH IRON ROD, FROM WHICH A 1/2-INCH IRON REBAR MARKING THE SOUTHWEST CORNER OF SAID SECTION 31 BEARS S88°47'10"W A DISTANCE OF 5285.49 FEET, AND RUNNING THENCE ALONG THE BOUNDARY OF SAID ECCLES LANDS BY THE FOLLOWING COURSES AND DISTANCES:

ALONG THE SOUTH LINE OF SAID SECTION 31, S88°47'10"W A DISTANCE OF 1321.37 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 31; THENCE ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, N01°16'09"W A DISTANCE OF 125.00 FEET; THENCE N82°34'11"W A DISTANCE OF 339.27 FEET; THENCE S55°00'59"W A DISTANCE OF 316.61 FEET TO A POINT ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE CONTINUING S55°00'59"W A DISTANCE OF 179.37 FEET; THENCE S68°27'59"W A DISTANCE OF 261.61 FEET; THENCE S57°49'59"W A DISTANCE OF 292.28 FEET; THENCE S51°42'59"W A DISTANCE OF 1221.10 FEET; THENCE S72°27'59"W A DISTANCE OF 971.45 FEET; THENCE S84°08'59"W A DISTANCE OF 270.26 FEET; THENCE N86°59'01"W A DISTANCE OF 298.41 FEET; THENCE S75°03'59"W A DISTANCE OF 251.06 FEET TO A POINT ON THE EAST LINE OF SECTION 1 IN TOWNSHIP 8 NORTH, RANGE 33 EAST OF SAID WILLAMETTE MERIDIAN; THENCE S73°33'21"W A DISTANCE OF 799.95 FEET; THENCE S76°58'21"W A DISTANCE OF 323.96 FEET; THENCE N88°04'39"W A DISTANCE OF 332.28 FEET; THENCE S73°28'21"W A DISTANCE OF 257.67 FEET; THENCE S47°29'21"W A DISTANCE OF 514.94 FEET; THENCE S40°39'21"W A DISTANCE OF 799.86 FEET TO A POINT IN A

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LINE PARALLEL WITH AND 30.00 FEET EAST OF THE WEST LINE OF THE EAST HALF OF SAID SECTION 1, SAID POINT BEARING N40°39'21"E A DISTANCE OF 60.08 FEET FROM A POINT IN SAID WEST LINE OF THE EAST HALF WHICH IS 2432.20 FEET SOUTH, MEASURED ALONG SAID WEST LINE, FROM THE NORTHWEST CORNER OF SAID EAST HALF OF SECTION 1;

THENCE ALONG SAID PARALLEL LINE, N01°05'26"W A DISTANCE OF 2277.16 FEET TO A POINT IN THE SOUTH LINE OF THOSE LANDS CONVEYED TO CASEY FARMS, INC. BY THAT WARRANTY FULFILLMENT DEED RECORDED JANUARY 6, 1978 IN VOLUME 74 OF DEEDS AT PAGE 345 UNDER AUDITOR'S FILE NO. 1978-00153, SAID POINT BEARING S21°02'14"E A DISTANCE OF 117.26 FEET FROM A POINT IN SAID WEST LINE OF THE EAST HALF OF SECTION 1 WHICH IS 281.00 FEET SOUTH, MEASURED ALONG SAID WEST LINE, FROM SAID NORTHWEST CORNER OF SAID EAST HALF; THENCE LEAVING THE BOUNDARY OF SAID ECCLES LANDS AND RUNNING ALONG THE BOUNDARY OF SAID CASEY LANDS BY THE FOLLOWING COURSES AND DISTANCES:

S21°02'14"E A DISTANCE OF 47.60 FEET; THENCE S41°37'14"E A DISTANCE OF 92.92 FEET; THENCE S11°17'14"E A DISTANCE OF 109.90 FEET; THENCE S14°23'14"E A DISTANCE OF 462.59 FEET; THENCE N61°07'46"E A DISTANCE OF 174.84 FEET; THENCE N55°54'46"E A DISTANCE OF 99.91 FEET; THENCE N42°04'46"E A DISTANCE OF 189.83 FEET; THENCE N75°11'46"E A DISTANCE OF 150.07 FEET; THENCE N44°49'46"E A DISTANCE OF 454.59 FEET; THENCE N70°14'46"E A DISTANCE OF 69.94 FEET; THENCE N67°45'46"E A DISTANCE OF 526.53 FEET; THENCE N84°32'46"E A DISTANCE OF 214.81 FEET; THENCE N71°35'46"E A DISTANCE OF 134.88 FEET; THENCE N64°44'46"E A DISTANCE OF 384.66 FEET; THENCE N60°13'46"E A DISTANCE OF 41.66 FEET TO THE NORTH LINE OF SAID SECTION 1;
THENCE LEAVING SAID BOUNDARY OF THE CASEY LANDS AND RUNNING ALONG SAID NORTH LINE OF SECTION 1, N88°43'42"E A DISTANCE OF 250.46 FEET TO THE NORTHEAST CORNER OF SAID SECTION 1, WHICH IS ALSO THE WEST LINE OF SECTION 31 AFORESAID; THENCE ALONG SAID WEST LINE OF SECTION 31, N01°35'34"W A DISTANCE OF 135.57 FEET TO A POINT IN THE AFORESAID BOUNDARY OF THE CASEY LANDS;

THENCE CONTINUING ALONG SAID BOUNDARY OF THE CASEY LANDS BY THE FOLLOWING COURSES AND DISTANCES:

N60°13'46"E A DISTANCE OF 243.70 FEET; THENCE N59°17'46"E A DISTANCE OF 289.74 FEET; THENCE S28°30'14"E A DISTANCE OF 119.89 FEET; THENCE N88°20'46"E A DISTANCE OF 319.71 FEET; THENCE N69°24'46"E A DISTANCE OF 249.78 FEET; THENCE N65°02'46"E A DISTANCE OF 399.64 FEET; THENCE N57°24'46"E A DISTANCE OF 129.88 FEET; THENCE N39°57'46"E A DISTANCE OF 264.76 FEET; THENCE N69°19'46"E A DISTANCE OF 169.85 FEET; THENCE N58°20'46"E A DISTANCE OF 279.75 FEET; THENCE N50°04'46"E A DISTANCE OF 157.86 FEET; THENCE N42°39'46"E A DISTANCE OF 259.77 FEET; THENCE N48°02'46"E A DISTANCE OF 254.77 FEET; THENCE N58°32'46"E A DISTANCE OF 239.79 FEET; THENCE N70°43'46"E A DISTANCE

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OF 214.81 FEET; THENCE N64°37'46"E A DISTANCE OF 279.75 FEET; THENCE S73°30'14"E A DISTANCE OF 729.35 FEET; THENCE S64°03'14"E A DISTANCE OF 169.85 FEET; THENCE S79°54'14"E A DISTANCE OF 84.92 FEET; THENCE N69°22'46"E A DISTANCE OF 199.82 FEET; THENCE N51°32'46"E A DISTANCE OF 373.87 FEET; THENCE N48°52'46"E A DISTANCE OF 439.61 FEET; THENCE N37°39'46"E A DISTANCE OF 199.82 FEET; THENCE N09°40'46"E A DISTANCE OF 279.75 FEET; THENCE N18°26'46"E A DISTANCE OF 415.63 FEET; THENCE N31°02'14"W A DISTANCE OF 616.45 FEET; THENCE N35°19'14"W A DISTANCE OF 249.78 FEET; THENCE N10°30'14"W A DISTANCE OF 369.67 FEET; THENCE N12°55'14"W A DISTANCE OF 279.75 FEET; THENCE N48°39'46"E A DISTANCE OF 219.80 FEET; THENCE S57°57'14"E A DISTANCE OF 344.69 FEET; THENCE S82°38'14"E A DISTANCE OF 59.95 FEET; THENCE N78°23'46"E A DISTANCE OF 79.93 FEET; THENCE N29°03'46"E A DISTANCE OF 111.90 FEET; THENCE N23°31'46"E A DISTANCE OF 224.80 FEET; THENCE N17°10'46"E A DISTANCE OF 199.82 FEET;

THENCE LEAVING SAID BOUNDARY OF THE CASEY LANDS AND RUNNING N24°08'29"E A DISTANCE OF 826.33 FEET; THENCE S67°01'57"E A DISTANCE OF 516.80 FEET TO A POINT IN THE CENTER OF THE TOUCHET RIVER; THENCE ALONG SAID TOUCHET RIVER, N54°43'59"E A DISTANCE OF 160.24 FEET TO A POINT; THENCE DEPARTING SAID RIVER AND RUNNING S00°35'18"E A DISTANCE OF 564.74 FEET TO A POINT IN A FENCE; THENCE ALONG SAID FENCE BY THE FOLLOWING SIX COURSES:

S40°18'47"W A DISTANCE OF 230.16 FEET; THENCE S14°26'21"W A DISTANCE OF 204.36 FEET; THENCE S25°15'17"W A DISTANCE OF 180.44 FEET; THENCE S04°08'24"E A DISTANCE OF 157.61 FEET; THENCE S42°48'02"E A DISTANCE OF 253.97 FEET; THENCE N79°23'22"E A DISTANCE OF 103.52 FEET;

THENCE LEAVING SAID FENCE AND RUNNING S00°59'46"E A DISTANCE OF 1,236.37 FEET TO A CORNER IN SAID FENCE; THENCE ALONG SAID FENCE, S00°02'50"W A DISTANCE OF 1,166.78 FEET; THENCE CONTINUING ALONG SAID FENCE AND THE SOUTHERLY EXTENSION THEREOF, S00°15'27"E A DISTANCE OF 1,460.30 FEET TO A POINT IN THE SOUTH LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 32; THENCE ALONG SAID SOUTH LINE, S88°50'35"W A DISTANCE OF 1208.53 FEET TO THE POINT OF BEGINNING;

HAVING AN AREA OF 19,113,683 SQUARE FEET, 438.79 ACRES, MORE OR LESS.

SITUATED IN THE COUNTY OF WALLA WALLA, STATE OF WASHINGTON.

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EXHIBIT C

Map – Burdened Property and Conservation and Restoration Easement

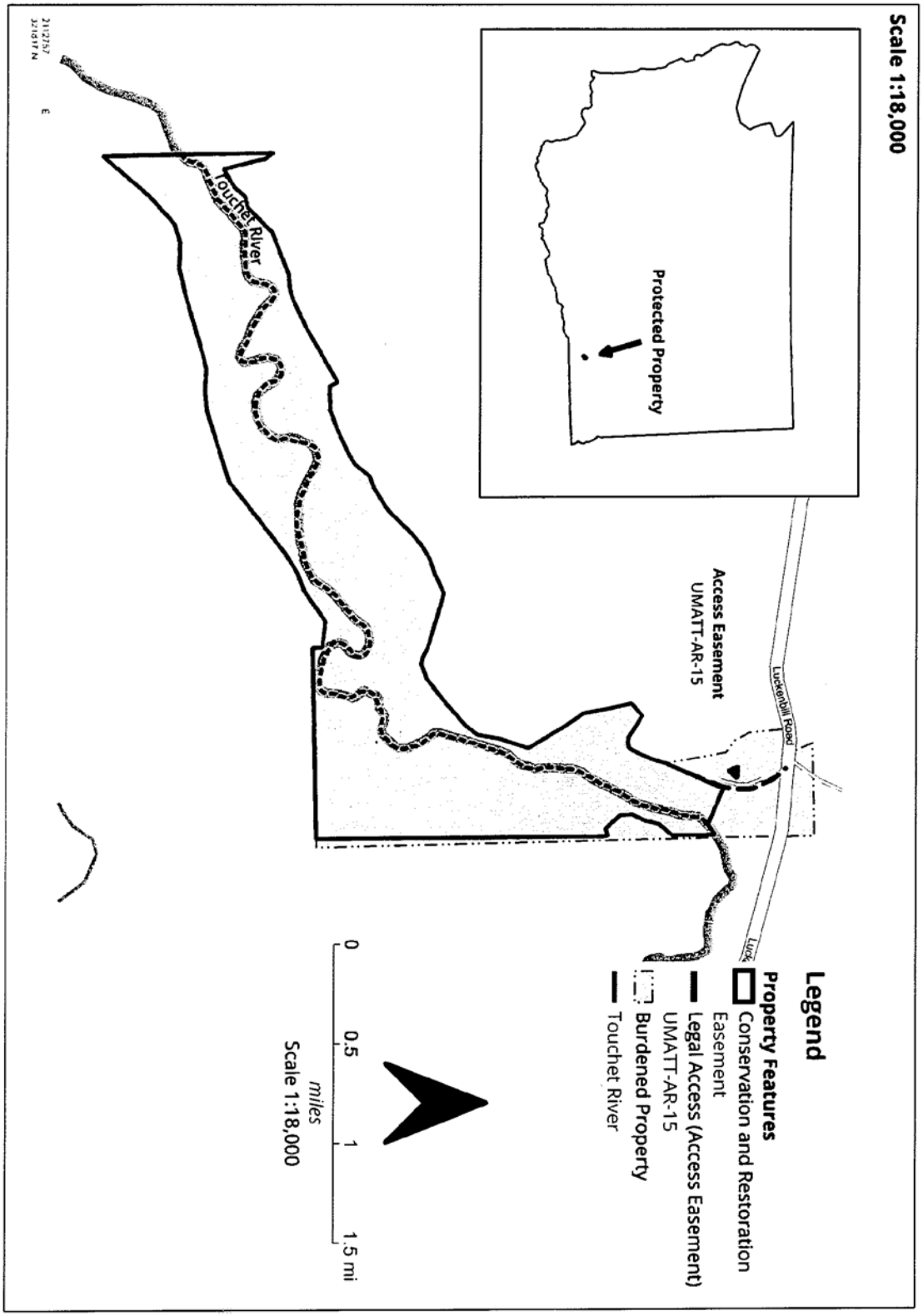

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EXHIBIT D

Access Easement – Legal Description (BPA Tract ID UMATT-AR-15)

A STRIP OF LAND 15.00 FEET IN WIDTH, LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29 AND THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 9 NORTH, RANGE 34 EAST, WILLAMETTE MERIDIAN, SAID STRIP BEING 7.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT ON THE SOUTH LINE OF LUCKENBILL COUNTY ROAD WHICH IS 414.23 FEET EAST, MEASURED AT RIGHT ANGLES, FROM THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 29, SAID POINT FALLING IN THE CENTERLINE OF AN EXISTING DRIVEWAY, AND RUNNING THENCE ALONG SAID CENTERLINE BY THE FOLLOWING NINE COURSES:

THENCE S44°33'59"E A DISTANCE OF 108.24 FEET TO A POINT OF CURVATURE WITH A TANGENT CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 400.00 FEET; THENCE ALONG SAID CURVE, HAVING AN ARC LENGTH OF 134.58 FEET, WITH A DELTA ANGLE OF 19°16'36", A CHORD BEARING OF S34°55'41"E, AND A CHORD LENGTH OF 133.94 FEET; THENCE S25°17'23"E A DISTANCE OF 233.49 FEET TO A POINT OF CURVATURE WITH A TANGENT CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 250.00 FEET; THENCE ALONG SAID CURVE, HAVING AN ARC LENGTH OF 114.86 FEET, WITH A DELTA ANGLE OF 26°19'24", A CHORD BEARING OF S12°07'41"E, AND A CHORD LENGTH OF 113.85 FEET; THENCE S01°02'01"W A DISTANCE OF 101.82 FEET TO A POINT OF CURVATURE WITH A TANGENT CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 250.00 FEET; THENCE ALONG SAID CURVE, HAVING AN ARC LENGTH OF 29.00 FEET, WITH A DELTA ANGLE OF 06°38'49", A CHORD BEARING OF S04°21'25"W, AND A CHORD LENGTH OF 28.99 FEET; THENCE S07°40'49"W A DISTANCE OF 115.80 FEET TO A POINT OF CURVATURE WITH A TANGENT CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 500.00 FEET; THENCE ALONG SAID CURVE, HAVING AN ARC LENGTH OF 117.01 FEET, WITH A DELTA ANGLE OF 13°24'32", A CHORD BEARING OF S14°23'05"W, AND A CHORD LENGTH OF 116.75 FEET; THENCE S21°05'21"W A DISTANCE OF 337.15 FEET TO THE INTERSECTION OF SAID CENTERLINE WITH THE BOUNDARY OF A CONSERVATION EASEMENT;

THE SIDELINES OF SAID STRIP BEING SHORTENED OR LENGTHENED ON THE NORTH TO MEET THE AFORESAID RIGHT-OF-WAY OF LUCKENBILL ROAD, AND ON THE SOUTH TO MEET THE BOUNDARY OF SAID CONSERVATION EASEMENT.

SAID STRIP HAVING AN AREA OF 19,663 SQUARE FEET, 0.45 ACRES, MORE OR LESS.

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EXHIBIT K
Amended Riparian Conservation Agreement

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Amendment 1
Riparian Conservation Agreement
Touchet River Ranch LLC

The Riparian Conservation Agreement ("Agreement") between the **CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION**; a federally recognized Indian tribe acting through its Department of Natural Resources ("Confederated Tribes" or "CTUIR"), and **Touchet River Ranch LLC** (Owner; collectively, "the Parties") fully executed as of January 16, 2022, is amended as follows:

All conditions of the 2022 Agreement remain the same except as follows:

- **Agreements:**

  The parties agree as follows:

  - **Replace Agreement 1. Legal Description in its entirety with the following:**

1. Legal Description. The real property subject to the terms of this Agreement is described as follows:

   The stream corridor, riparian, stream bank, and stream channel bottom within Walla Walla County, the approximately 450-acre portion of Tax Lots 340929330005, 340929330007, 340929330004, and 340929330008 outlined in yellow in Exhibit A. Parcels are located in Township 8 North, Range 33 East, Sections 1 and 6, Township 9 North, Range 34 East, Sections 32 and 29.

5. Effective and Termination Date. This Agreement shall be effective as of the last signature affixed below and shall terminate on June 30, 2035 CHANGES TO June 30, 2040.

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Exhibit A:

Replace Figure 2 with the following:

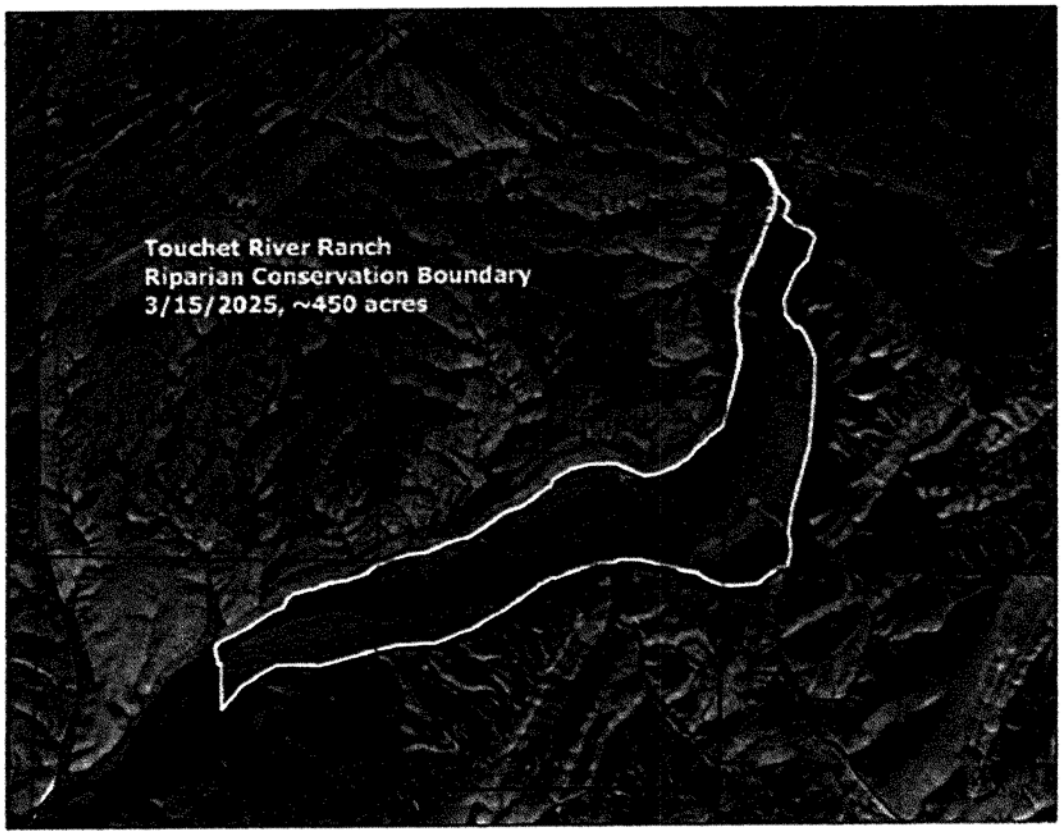

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EXHIBIT D

Access Easement – Legal Description (BPA Tract ID UMATT-AR-15)

A STRIP OF LAND 15.00 FEET IN WIDTH, LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29 AND THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 9 NORTH, RANGE 34 EAST, WILLAMETTE MERIDIAN, SAID STRIP BEING 7.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT ON THE SOUTH LINE OF LUCKENBILL COUNTY ROAD WHICH IS 414.23 FEET EAST, MEASURED AT RIGHT ANGLES, FROM THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 29, SAID POINT FALLING IN THE CENTERLINE OF AN EXISTING DRIVEWAY, AND RUNNING THENCE ALONG SAID CENTERLINE BY THE FOLLOWING NINE COURSES:

THENCE S44°33'59"E A DISTANCE OF 108.24 FEET TO A POINT OF CURVATURE WITH A TANGENT CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 400.00 FEET; THENCE ALONG SAID CURVE, HAVING AN ARC LENGTH OF 134.58 FEET, WITH A DELTA ANGLE OF 19°16'36", A CHORD BEARING OF S34°55'41"E, AND A CHORD LENGTH OF 133.94 FEET; THENCE S25°17'23"E A DISTANCE OF 233.49 FEET TO A POINT OF CURVATURE WITH A TANGENT CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 250.00 FEET; THENCE ALONG SAID CURVE, HAVING AN ARC LENGTH OF 114.86 FEET, WITH A DELTA ANGLE OF 26°19'24", A CHORD BEARING OF S12°07'41"E, AND A CHORD LENGTH OF 113.85 FEET; THENCE S01°02'01"W A DISTANCE OF 101.82 FEET TO A POINT OF CURVATURE WITH A TANGENT CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 250.00 FEET; THENCE ALONG SAID CURVE, HAVING AN ARC LENGTH OF 29.00 FEET, WITH A DELTA ANGLE OF 06°38'49", A CHORD BEARING OF S04°21'25"W, AND A CHORD LENGTH OF 28.99 FEET; THENCE S07°40'49"W A DISTANCE OF 115.80 FEET TO A POINT OF CURVATURE WITH A TANGENT CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 500.00 FEET; THENCE ALONG SAID CURVE, HAVING AN ARC LENGTH OF 117.01 FEET, WITH A DELTA ANGLE OF 13°24'32", A CHORD BEARING OF S14°23'05"W, AND A CHORD LENGTH OF 116.75 FEET; THENCE S21°05'21"W A DISTANCE OF 337.15 FEET TO THE INTERSECTION OF SAID CENTERLINE WITH THE BOUNDARY OF A CONSERVATION EASEMENT;

THE SIDELINES OF SAID STRIP BEING SHORTENED OR LENGTHENED ON THE NORTH TO MEET THE AFORESAID RIGHT-OF-WAY OF LUCKENBILL ROAD, AND ON THE SOUTH TO MEET THE BOUNDARY OF SAID CONSERVATION EASEMENT.

SAID STRIP HAVING AN AREA OF 19,663 SQUARE FEET, 0.45 ACRES, MORE OR LESS.

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In all other respects the Agreement, to which this is an Amendment, and attachments thereto, shall remain in full force and effect. This Amendment shall become effective on the date it is fully executed. This Amendment shall be attached to the Agreement as Exhibit C.

IN WITNESS WHEREOF, the Parties have executed this Amendment through their duly appointed authorized officials as of the date written below.

CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION

(b)(6)

for John D. Tovey III, Executive Director — Date: 4/1/25

PROPERTY OWNERS

(b)(6)

John and Susan Gailey, Touchet River Ranch — Date: 3-25-25

(b)(6)

3/25/25

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