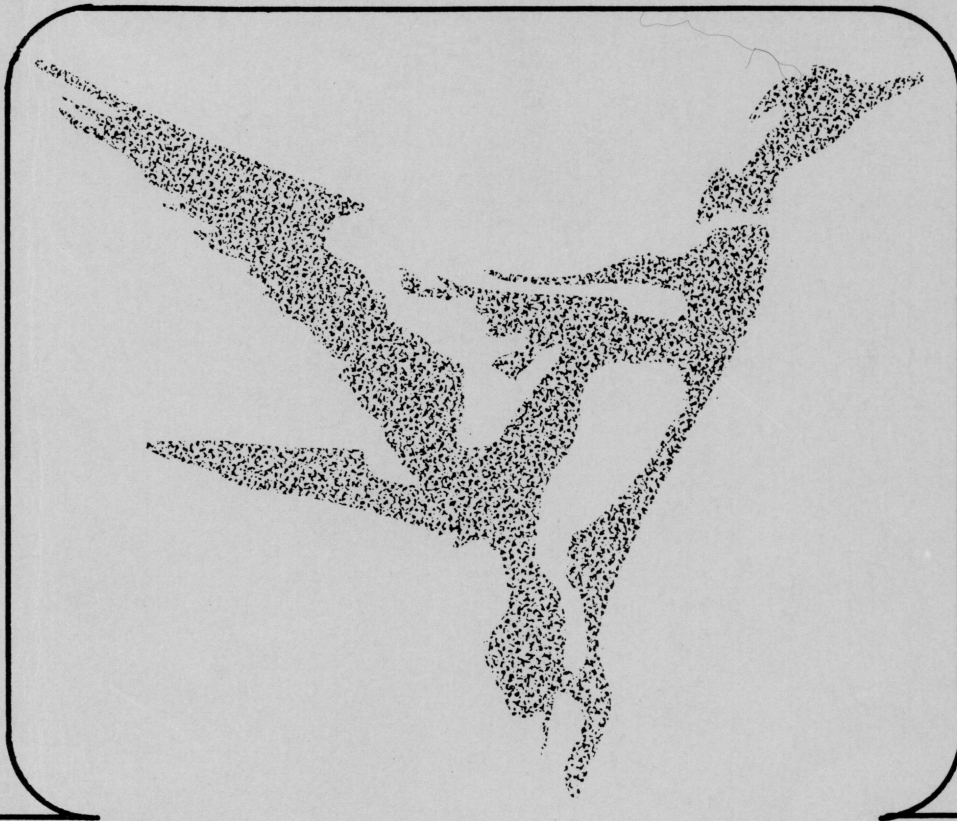


FISH AND WILDLIFE COMPENSATION



**LOWER
SNAKE
RIVER**

DESIGN MEMORANDUM No. 2A WILDLIFE COMPENSATION AND FISHING ACCESS REAL ESTATE



**U.S. ARMY
ENGINEER DISTRICT
WALLA WALLA
CORPS OF ENGINEERS**



NPDRE-AQ (11 Dec 79) 3rd Ind

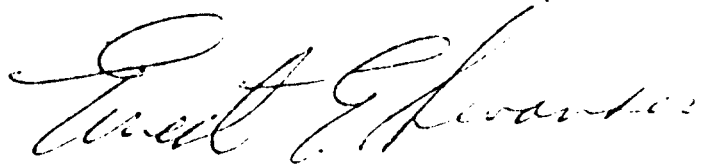
SUBJECT: Lower Snake River Fish and Wildlife Compensation, D. M. No. 2A -
Wildlife Compensation and Fishing Access, Real Estate

DA, North Pacific Division, Corps of Engineers, P.O. Box 2870, Portland, OR
97208 23 April 1980

TO: District Engineer, Walla Walla ATTN: NPWRE

The subject DM is approved subject to the comments contained in the previous indorsement. With respect to those comments your attention is invited to paragraph 2e which deals with the high values for the easement interests to be acquired. In view of these anticipated high values the first appraisals, both the governments and those made by the State of Washington should be submitted to this office for approval, regardless of price and prior to the initiation of negotiations.

FOR THE DIVISION ENGINEER:



ERNEST E. SWANSON
Chief, Real Estate Division

6 Incls
1 cy each w/d



DEPARTMENT OF THE ARMY
WALLA WALLA DISTRICT, CORPS OF ENGINEERS

B.DG. 602, CITY-COUNTY AIRPORT
WALLA WALLA, WASHINGTON 99362

NPWRE


11 December 1979

SUBJECT: Lower Snake River Fish and Wildlife Compensation, D. M. No. 2A -
Wildlife Compensation and Fishing Access, Real Estate

Division Engineer, North Pacific

Attached for your review is Design Memorandum No. 2A - Wildlife Compensation and Fishing Access, Real Estate, as of December 1979. The site selection report for this portion of subject project is Design Memorandum No. 6 and was recently submitted for review by our Engineering Division.

1 Incl
DM #2A (sext)


H. J. THAYER
Colonel, CE
District Engineer

FRANK
11/29/79


NPDRE-AQ (11 Dec 79) 1st Ind
SUBJECT: Lower Snake River Fish and Wildlife Compensation, D. J. No. 2A -
Wildlife Compensation and Fishing Access, Real Estate

DA, North Pacific Division, Corps of Engineers, P. O. Box 2870, Portland,
Oregon 97208 11 January 1980

TO: HQDA (DAEN-REA-P) WASHDC 20314

1. The subject Design Memorandum has been reviewed and it is recommended that acquisition be authorized when funds become available.
2. It should be noted that due to the fact that this is a willing seller program, the areas to be acquired are not site specific and may be shifted in order that a viable management unit can be acquired.

FOR THE DIVISION ENGINEER:



ERNEST E. SWANSON
Chief, Real Estate Division

1 Incl
sext cy wd

DAEN-REA-P (11 Dec 79) 2nd Ind
SUBJECT: Lower Snake River Fish and Wildlife Compensation, D. M. No. 2A -
Wildlife Compensation and Fishing Access, Real Estate

DA, Office of the Chief of Engineers, Wash. D. C. 20314 17 April 1980

TO: Division Engineer, North Pacific
(Attn: NPDRE-AQ)

1. Reference: NPWRE-1 letter, dated 17 March 1980, subject as above.
2. The subject Real Estate Design Memorandum is approved and authority is granted to acquire fee simple estates and revised easement estates as inclosed in Reference 1, subject to the following:
 - a. The availability of funds and applicable limitations on the expenditure thereof.
 - b. Section 663(d) of 16 U.S.C. requires that lands which are acquired for fish and wildlife purposes "shall continue to be used for such purposes, and shall not become the subject of exchange or other transactions if such exchange or other transaction would defeat the initial purpose of their acquisition." To effectuate this requirement Article VII of the proposed agreement in Exhibit "A" of the report should be revised and expanded. The conditions under which such acquired lands or interests in lands could be transferred or exchanged to provide for suitable replacement properties should be specified. The conditions should include requirements that the lands and interests in lands are determined to be no longer capable of providing for the authorized purposes, that the United States be involved in such determination, and that approval by the United States of any such transaction is a prerequisite. Also, in the second sentence of this paragraph, delete the words "abandoned and."
 - c. At the beginning of the last sentence in Paragraph c. Article IV, of Exhibit "A", the phrase "So far as practicable" should be deleted as it is deemed to be ambiguous.
 - d. Add to Article II, Paragraph g the following:

Authority for acceptance of all such offers and counteroffers is governed by the provisions of Paragraph 5-16 of EP 405-1-2, which is expressly made applicable to negotiations under this Agreement.

DAEN-REA-P (11 Dec 79) 2nd Ind

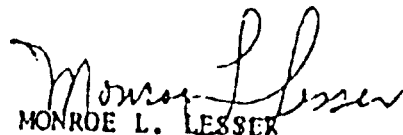
SUBJECT: Lower Snake River Fish and Wildlife Compensation, D. M. No. 2A -
Wildlife Compensation and Fishing Access, Real Estate

e. The assignment of 80% of fee value as the valuation for the hunting rights to be acquired appears to be extremely high. Since the hunting rights cover only part of the year an 80% rate does not appear to be reasonable. If such a high rate is to be applied, it might be more logical and feasible to acquire the fee. Accordingly, this valuation is approved for planning purposes only.

FOR THE CHIEF OF ENGINEERS:

6 Incls
1. Cy wd
Added
2 thru 6.
(Revised Estates)

Copy furnished:
Walla Walla District


MONROE L. LESSER
Chief, Civil Branch
Acquisition Division
Directorate of Real Estate

LOWER SNAKE RIVER FISH AND WILDLIFE
COMPENSATION PLAN

REAL ESTATE DESIGN MEMORANDUM NO. 2A

WILDLIFE COMPENSATION AND FISHING ACCESS

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EXHIBITS

- EXHIBIT "A" - Acquisition Agreement with Purchase Options, Hunting and Fishing Easements
- EXHIBIT "B" - Public Hunting Easement Estate
- EXHIBIT "C" - Map of Element X Lands
- EXHIBIT "D" - Map of Element Z lands
- EXHIBIT "E" - Map of Element Y Lands

I - PURPOSE OF REPORT

1.01. Purpose - The purpose of this Real Estate Design Memorandum No. 2A is to provide an indication of the lands and allied costs involved in the Wildlife Compensation phase of the overall project and to obtain authorization to acquire certain land rights designed for acquisition by the Corps of Engineers. This REDM is for planning purposes only and both the final real property acquisition lines and estimates of value are subject to change even after approval of this report.

II - PROJECT DESIGNATION, AUTHORIZATION, AND LOCATION

2.01. Project Designation - The project is designated the Wildlife Compensation Plan of the Lower Snake River Fish and Wildlife Compensation Plan. The Fish Compensation Plan was the subject of Real Estate Design Memorandum No. 2 dated November 1977 and approved by the Chief of Engineers on 28 June 1978.

2.02. Project Authorization - The basis of the fish and wildlife mitigation program is considered to be the Fish and Wildlife Coordination Act of 1958, Public Law 85-624. This project was authorized by the Water Resources Development Act of 1976, Public Law 94-587 which, in effect, authorized the Phase I Design Memorandum stage of advanced engineering and design of numerous water resource development projects, including the Fish and Wildlife Compensation Plan for the Lower Snake River.

2.03. Project Location - The Wildlife Compensation Plan area is located within five counties situated in the southeast corner of the State of Washington. These counties are Asotin, Columbia, Garfield, Walla Walla, and Whitman. The major use and economy of the entire region has historically been in agriculture and related industries.

III - GENERAL DESCRIPTION

3.01. Project Description - The purpose of the overall project is to compensate for the loss of fish and wildlife resources in the area resulting from the construction of the four Snake River Dams. The hatchery portion of the Fish Compensation phase of the project was described in REDM No. 2. The Wildlife Compensation phase, which is the subject of this report, has been developed in cooperation with the Washington State Department of Game in accordance with recommendations in previous studies and reports. Included is the concept that all lands and easement be purchased from willing sellers only. In 1978 the Game Department, under contract with the Corps, completed a study defining the criteria for selecting, developing and managing

the various sites. The contract also called for selecting and identifying the actual sites which was accomplished in a report entitled "Preliminary Land Acquisition Study and Gross Appraisal Report for the Snake River Wildlife Compensation Plan." Site location and descriptive data have been extracted from that study for this REDM.

The project requirements are in three categories or land acquisition elements as follows:

Element X: 8,400 acres for upland game bird hunting. This consists of 400 acres in fee and 8,000 acres in easement. It is to be acquired and developed by the State Game Department with reimbursement by the Corps of Engineers. Lands in this element are agricultural and are located along the Walla Walla and Touchet Rivers in Walla Walla County, Union Flat Creek and the Palouse River in Whitman County, the Tucannon River in Columbia County, and in the Tatman Mountain - Linville Gulch area of Garfield County.

Element Y: This portion of the project provides for the acquisition of perpetual easement rights over 15,000 acres of private lands which are adjacent to Corps owned project lands along the Snake River. The purpose is to allow greater use of project lands for public access and wildlife production, primarily chukar partridge. The easements are located in Whitman, Garfield, Columbia, and Asotin Counties. They are to be acquired and developed by the Corps of Engineers.

Element Z: This consists of 700 acres riparian land in easement or fee for public fishing access along streams and rivers in the Lower Snake River drainage. It is a portion of the Fish Compensation Plan but was not included in REDM No. 2. Acquisition and development is to be by the Department of Game with reimbursement by the Corps of Engineers. These are agricultural lands located along Asotin and Alpowa Creeks and the Grande Ronde River in Asotin County, Mill Creek and the Walla Walla and Touchet Rivers in Walla Walla County, the Tucannon and Touchet Rivers in Columbia County.

The lands in Elements X and Z are to be acquired by the Department of Game under an agreement with the Corps of Engineers. A copy of the proposed agreement, approved by the State Department of Game, is attached to this report as Exhibit "A". Included with the agreement are copies of the Department of Game's option to purchase forms along with copies of proposed public hunting and fishing access estates. See Exhibits "C" and "D" for maps depicting the general location of these lands.

3.02. Description of Sites - This discussion will be limited to the Element Y program which is the only portion of the Wildlife

Compensation Project involving land rights to be acquired by the Corps of Engineers.

All Element Y project sites are in the steep canyon regions of the Snake River adjacent to Corps owned project lands. Easement areas will extend vertically from the top of the ridges to the project lands along the river and will include canyon or water shed drainages. No cultivated lands are to be included in the easement purchase except for access roads across tilled lands to facilitate use of hunting easement or Corps project areas. The use period for public hunting will generally run for about four months during the fall and early winter.

The Department of Game has examined and selected eleven initial priority project areas located in Columbia, Garfield, Whitman, and Asotin Counties. They involve a total of approximately 44,000 acres out of which the required 15,000 acres of easement rights are to be acquired. The large area of consideration is necessary due to the willing seller limitation of the program which may also result in the later selection of second priority areas. A brief description of the eleven locations is as follows:

WHITMAN COUNTY

Almota Creek Site: Section 13, T. 14 N., R. 42 E., W.M.;
Sections 3, 4, 8 thru 18, 23, and 24,
T. 14 N., R. 43 E., W.M.

Located about seven miles west of the Town of Pullman, Almota Creek forms the center of the project with numerous side draws and creeks sloping down to meet the main draw. The east end of the proposed project is formed by County Road 8380 and the west end is the Snake River. The north and south lines generally follow the main part of the draw on the upper benches. There are about thirty ownerships and 7,560 acres in this project area.

Wawawai Creek Site: Sections 1, 2, and 12, T. 13 N., R. 43 E.,
W.M.; Sections 5 thru 8, T. 13 N., R. 44 E.,
W.M., Sections 26, 27, 28, 33, 34, and 35,
T. 14 N., R. 43 E., W.M.

This proposed project is about eight miles southwest of Pullman and adjacent to the Snake River. It lies generally north of the Wawawai Canyon Road which forms the south boundary. Several smaller draws, creeks, and canyons are included in this project with the major ones being Buck Canyon, MacMurry Canyon, and Thorn Thicket Creek. The terrain varies from slight to severe; however, most areas

can be traversed with only limited difficulty. There are about twenty-three ownerships and 6,567 acres in this project.

Nisqually John Canyon Site: Sections 13 and 24, T. 12 N., R. 44 E., W.M.; Sections 5, 8, 9, 17 thru 20, T. 12 N., R. 45 E., W.M.

This project is approximately eleven miles south of Pullman. Nisqually John Canyon begins near County Road 9270 about one-half mile west of the intersection of this road and County Road 9280. The elevation at the top of the canyon is about 2,800 feet dropping to 700 feet at the edge of the Snake River. The terrain is very broken with steep draws and relatively flat benches. There are about thirteen ownerships and 4,569 acres in this project.

Yakawawa Canyon Site: Sections 20 thru 28, 33 thru 36, T. 13 N., R. 44 E., W.M.

Located about eight miles southwest of Pullman, Yakawawa Canyon begins near the intersection of County Roads 9000 and 9270. Elevations range from 2,660 feet to 800 feet at the river. The terrain is uneven and varies from slight slope and relatively easy walking to severe slopes that are passable only through extreme difficulty. There are approximately nineteen ownerships and 6,137 acres in this project.

Steptoe Canyon Site: Sections 4 thru 8, T. 11 N., R. 45 E., W.M.; Section 36, T. 12 N., R. 44 E., W.M.; Sections 31 and 32, T. 12 N., R. 45 E., W.M.

This project is located approximately nineteen miles south of Pullman and ten miles downstream of Clarkston, Washington. It is bounded on the west by Corps lands adjacent to the Snake River and by Steptoe Canyon Road on the south and east. The area consists of numerous canyons, ridges and draws. The project includes 2,209 acres in six ownerships.

GARFIELD COUNTY

Rice Bar Site: Parts of Sections 16, 17, 20, 21, and 22, T. 14 N., R. 41 E., W.M.

This project is located along the Snake River approximately fourteen miles north of Pomeroy, Washington. It is served by a well maintained county road and contains numerous draws and ridges suitable for hunting. There is one owner and 1,110 acres in this project.

New York Gulch Site: Parts of Sections 18, 19, and 20, T. 13 N., R. 40 E., W.M.; parts of 13, 24, 25, and 26, T. 13 N., R. 39 E., W.M.

This project is located approximately sixteen miles northeast of Pomeroy near Central Ferry. Access would be by easement across private land southeast of the Corps project area. There are two ownerships and 2,756 acres in this project.

Knoxway Canyon Site: Parts of Section 25, all Section 36, T. 13 N., R. 43 E., W.M.; part of Section 30, all Section 31, T. 13 N., R. 44 E., W.M.; part of Section 5, T. 12 N., R. 44 E., W.M.

This area is approximately fourteen miles northeast of Pomeroy and involves canyon rangeland overlooking the Snake River. Access would be by extending and improving an existing county road. There are six ownerships and 1,602 acres in this site.

Offield Canyon Site: Parts of Section 3, 4, and 10, T. 13 N., R. 43 E., W.M.; parts of Sections 33 and 34, T. 14 N., R. 43 E., W.M.

This project is located about twelve miles northeast of Pomeroy near Lower Granite Dam. It is steep sloping canyon rangeland with poor access. There are ten owners and 1,058 acres in this site.

COLUMBIA COUNTY

Tucannon-Payton Site: Sections 1, 2, and 12, T. 12 N., R. 37 E., W.M.; Sections 3 thru 9, T. 12 N., R. 38 E., W.M.; parts of Sections 27, 28, 31 thru 34, T. 13 N., R. 38 E., W.M.

This project site is located along the Snake River below Little Goose Dam and just north of the community of Starbuck, Washington. It would tie into Corps land along the breaks of the Snake River and is accessible by way of the Little Goose Dam Road. There are four ownerships and 6,312 acres.

ASOTIN COUNTY

Page Creek Site: Sections 1 thru 3, 10 thru 12, and 14 thru 16, T. 10 N., R. 44 E., W.M.; Sections 5 and 6, T. 10 N., R. 45 E., W.M.; Section 36, T. 11 N., R. 44 E., W.M.; Sections 29 thru 32, T. 11 N., R. 45 E., W.M.

This project is located near Silcott, approximately seven miles west of Clarkston, Washington. It involves canyon rangeland in the Page Creek drainage and would tie into existing project land at the confluence of Page and Alpowa Creeks. There are seven ownerships and 4,000 acres in this project.

IV - GOVERNMENT-OWNED LANDS

4.01. General - There is no Government-owned land within the Element Y project areas. There are, however, a few tracts owned by the State of Washington's Department of Natural Resources. It has been indicated that the necessary rights can be obtained by a land use agreement or permit rather than perpetual easements.

The Element Z project includes some Government-owned land along the Grande Ronde River. This will involve a land use agreement between the Department of Game and the Bureau of Land Management.

V - CHARACTER, PRESENT USE, AND HIGHEST AND BEST USE

5.01. General - All Element X, Y and most of Z project lands under consideration have a current use as agricultural including rangeland, irrigated and dry cropland. Their importance to wildlife production now and in the future is based upon this use. Due to topography, population, land utility and location, it is estimated that this highest and best use will remain. Some lands under consideration for stream bank easements in Element Z will have a highest and best use for recreational development. The lands involved in acquisition by the Corps, Element Y, are all agricultural, primarily rangeland.

VI - GROSS APPRAISAL

6.01. General. Since this report is concerned primarily with the area to be acquired by the Corps of Engineers, Element Y, only those lands will be included in the gross appraisal. Due to the nature of the rights to be acquired in Element Y, public hunting easements from willing sellers, the appraisal will be brief and will be included in this portion of the report rather than as a separate appendix.

6.02. Basis of Valuation - In the Preliminary Land Acquisition Study submitted by the Game Department it was stated that no solid evidence of public hunting easement purchases had been located. Due to the lack of sales data directly relating to hunting easements, an extensive investigation was made into the acquisition of other types of easements including road, power line, conservation, wetland, grassland and scenic. The values of these easements ranged from around 15% to 95% of fee value and involve numerous restrictions while not

generally providing for use by the public. This public use factor is the largest variable. No other easement provides totally for this use and the problem is to judge or estimate what value a landowner will place upon granting a perpetual easement for public hunting upon his land for four or five months each year. In general, the easements with restrictive development rights and little or no public access range in value from about 30% to 95% of fee. Until offers have been made and a substantial amount of hunting easements purchased, no accurate guideline exists for what a willing seller will accept for the rights he gives up.

The easements to be acquired in the Element Y areas will not include development rights but will allow virtually unlimited public access for hunting purposes for several months each year. Lacking viable data regarding the purchase and re-sale of public hunting easements the Game Department, in its Land Acquisition Study, estimated the value of these easements at \$40.00 per acre. This was based on a capitalization of rental income for grazing purposes of \$2.00 per acre at 5%. Considering the problems involved with public use such as loss of privacy and potential damages to land, livestock and fences, etc., the figure of \$40.00 per acre appears to be on the low side. A more realistic estimate would seem to be in the neighborhood of at least 80% of fee value. Since practically all of the lands in Element Y are rangeland, the following sales are used to give an indication of overall values.

<u>Sale</u>	<u>Grantor- Grantee</u>	<u>Date</u>	<u>Location</u>	<u>Price</u>	<u>Price/ Acre</u>	<u>Comments</u>
1	Pioneer Ed. to Nelson	10/76	T.14N.,R.42 & 43 E.,W.M. Whitman County	\$150,000	\$100.00	1500 acs. of rangeland located in Element Y
2	Rogers to Baker	12/76	T.12 N., R.44 & 45 E.,W.M. Whitman County	\$192,000	\$ 93.65	2050 acs. of rangeland located in Element Y
3	Hughes to Bunce	9/77	T.13 N., R.43 E.,W.M. Garfield County	\$ 36,000	\$123.00 \$1208.00	57 acs. of rangeland and 24 acs. crop- land located near to Element Y area

<u>Sale</u>	<u>Grantor-Grantee</u>	<u>Date</u>	<u>Location</u>	<u>Price</u>	<u>Price/Acre</u>	<u>Comments</u>
4	Minkler to Hatley	2/77	T.13 & 14 N., R.43 E.,W.M. Garfield County	\$ 29,000	\$106.00	272 acs. of rangeland in Element Y

6.03. Correlation and Conclusion - The above sales represent typical grazing land transactions and vary in price from around \$94.00 to \$123.00 per acre. To bring them up to date an overall value of \$120.00 per acre is considered adequate for planning purposes. A contingency factor will be added to include, among other things, the possibility of acquiring access rights across cropland. Although the Game Department investigated approximately 44,000 acres, only 15,000 acres of easement rights are authorized for acquisition.

15,000 acs. @ \$120/ac. @ 80% Contingencies	\$1,440,000 <u>260,000</u>
Value of easements	\$1,700,000

VII - RELOCATION ASSISTANCE

7.01. General - Due to the nature of the proposed projects, it is not anticipated that any relocation assistance will be necessary. No improvements are to be acquired and there are no anticipated purchases that would leave an uneconomic use to portions of the property. In the event that any relocation assistance would be required, PL 91-646 would be followed in providing assistance to sellers and tenants.

VIII - ACCESS ROADS AND RELOCATIONS

8.01. General. Existing public roads will be used wherever possible; however, it may be necessary to obtain easements over private roads to gain access to hunting and fishing areas. No relocations are required.

IX - MAPS

9.01. General. See Exhibits "C" and "D" for the general location of lands in Elements X and Z to be acquired by the Department of Game. Exhibit "E" depicts the eleven selected areas comprising Element Y to be acquired by the Corps.

X - PHOTOGRAPHS

10.01. General - Photographs are not considered necessary since all of the lands in Element Y are of a similar type, i.e., canyon range-land overlooking the Snake River and adjacent to Government-owned project lands.

XI - ESTIMATE OF ADMINISTRATIVE COSTS

11.01. General - Due to the nature of this project it is difficult to provide a realistic estimate of administrative costs. The Element Y project sites selected by the Game Department are large areas of land containing over 40,000 acres and involving limited to numerous owner-ships. Within these areas it will be necessary to select and identify 15,000 acres of easement tracts in accordance with project land selection criteria. This has not yet been done due to the willing seller restriction which will undoubtedly limit the amount of land available for purchase within the selected areas. Accordingly it is not possible at this time to indicate the number of tracts that will have to be acquired. No tracts will be appraised, however, unless they are owned by prospective willing sellers. Even so, there will probably be instances where these owners will change their minds over disagreements in price, etc. For the purposes of this planning study it is assumed that approximately 50 tracts will have to be acquired within the selected areas. The administrative cost of this acquisition is estimated as follows:

Mapping and surveying	\$ 10,000
Appraisal	112,000
Title evidence	3,000
Negotiation and closing	35,000
Condemnation	N/A
Relocation Assistance	---
	<hr/>
	\$160,000

XII - SUMMARY OF PROJECT REAL ESTATE COSTS

12.01. General - The estimated real estate costs for Elements X and Z have been furnished by the Department of Game with some modifications and updating. Total project real estate costs are estimated as follows:

Element X: Lands (State acquisition)	\$6,434,000	
Administrative costs	<u>262,000</u>	\$ 6,696,000
Element Y: Lands (Corps acquisition)	\$1,700,000	
Administrative costs	<u>160,000</u>	\$ 1,860,000
Element Z: Lands (State acquisition)	\$2,315,000	
Administrative costs	<u>761,000</u>	\$ 3,076,000
Element X and Z review and approval by Corps		\$ <u>132,000</u>
Total Project Real Estate Cost		\$11,764,000

XIII - SCHEDULE OF ACQUISITION

13.01. General - Acquisition of subject land rights will commence upon approval of Design Memorandum No. 6 Wildlife Compensation and Fishing Access Site Selection, this Real Estate Design Memorandum No. 2A, appropriation of funds, and availability of suitable lands. Actual land acquisition will probably not commence until late FY 80 or early in FY 81.

XIV - RECOMMENDED ESTATES AND REAL PROPERTY BOUNDARY LINES

14.01. Estate - The recommended estate for the Element Y acquisition by the Corps of Engineers is a perpetual easement for public hunting purposes which will allow members of the public to use the land for pedestrian travel and public hunting during the legal open hunting season. A copy of the proposed easement is attached as Exhibit "B". The recommended estates for the Elements X and Z acquisitions by the Department of Game are as follows: Fee for 400 acres of wildlife habitat and perpetual easements for 8,000 acres to be used for public hunting in Element X; fee or easement across 700 acres in Element Z to be acquired by the Department of Game for public fishing access. Copies of these estates are included with the acquisition agreement in Exhibit "A".

14.02. Real Property Boundary Lines - The purpose of the Element Y easement acquisition is to acquire and manage private lands abutting Corps-owned project lands along the Snake River for public access and wildlife production, primarily chukar partridge. Selection of these lands will be oriented to management and hunting use of "top to bottom" sections of the Snake River Canyon. The land selection criteria includes the requirements that parcels should extend vertically from the top of

ridges to project lands along the river, wherever possible, and, horizontally, should include watersheds or canyons emptying into the river. The project boundary lines will be dependent upon the terrain and the availability of lands necessary for a viable unit.

The purpose of the Element X acquisition is to retain or re-establish riparian habitat for upland game birds and provide for public recreation during the legal hunting season. Tracts to be acquired will be a minimum width of 75 feet on each side of a stream and a maximum width of 400 feet on each side of perennial streams or water courses. Steep, untilled portions of knolls or sidehills will also be acquired for habitat, along with 8,000 acres of connecting hunting easements.

The Element Z acquisition is to improve public streambank access by filling in gaps along rivers and streams and will involve fee or easement estates as necessary to meet criteria. Minimum widths are 25 feet and will vary with configuration of the riparian vegetation. Easement acquisitions will float with the periodic movement and location of the water course, while lands purchased in fee will have a fixed boundary and will only be acquired where this feature will not become a problem.

AGREEMENT FOR REAL ESTATE ACQUISITION FOR
WILDLIFE MITIGATION PURPOSES
LOWER SNAKE RIVER FISH & WILDLIFE COMPENSATION PLAN

This Agreement entered into this _____ day of _____, 19____, by the United States of America, acting through the Department of the Army, represented by the District Engineer, United States Army Corps of Engineers, Walla Walla District, Bldg. 602, City-County Airport, Walla Walla, WA 99362 (hereinafter referred to as the "Corps"), represented by the Contracting Officer executing this contract, and the STATE OF WASHINGTON, represented by the DEPARTMENT OF GAME _____ (hereinafter referred to as the State), WITNESSETH THAT:

WHEREAS, the Corps has under authority of Public Law 14, 79th Congress, 1st Session, approved 2 March 1945, undertaken the development of a multi-purpose project for navigation, irrigation, and power on the Lower Snake River, Oregon, Washington, and Idaho; and

WHEREAS, the Fish and Wildlife Coordination Act of 1958 (Public Law 85-624) requires the Department of Army to develop justifiable means and measures for wildlife purposes in coordination with the State of Washington Department of Game and with the U.S. Fish and Wildlife Service; and

WHEREAS, in order to prevent or mitigate loss and damage to wildlife, the Water Resources Development Act of 1976, Public Law 94-587, 94th Congress, approved 22 October 1976, Section 102, provides, in the report on file with the Chief of Engineers, that not more than 400 acres of riparian habitat in fee, 8,000 acres of farmland in easement surrounding these riparian lands, and 700 acres of land along the Snake River and tributaries of streams adjacent to the lower or middle Snake River in easement or fee, be acquired by the State on a willing-seller basis and the State is to accomplish the initial development of these lands with costs to be reimbursed by the Corps. Said cost of such lands is estimated at \$_____ for acquisition, administrative overhead, and initial development; and

WHEREAS, the State represents that it has the statutory authority and financial capability to fund the annual operation and maintenance costs of all lands and interests in lands, acquired under this Agreement, including O&M of all facilities constructed thereon during the initial development phase of the project; and

WHEREAS, the Uniform Relocation Assistance and Land Policies Act of 1970, Public Law 91-646, 91st Congress, approved 2 January 1971, requires certain assurances by State agencies before initiation of any program or project under which Federal financial assistance will be available to pay all or part of the cost of such program or project; and

EXHIBIT "A"

WHEREAS, the State represents that it has the statutory authority and capability to comply with all applicable provisions of the Uniform Relocation Assistance and Land Policies Act of 1970, Public Law 91-646, and will provide these assurances in writing; and

WHEREAS, it is in the best interests of the Corps and the State to enter into this Agreement to provide for the orderly acquisition of such lands and interests therein, and for reimbursement of the costs for the authorized purposes recited herein.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

ARTICLE I. Selection of Real Property: The land areas and estates therein to be acquired will be as follows: (Insert pertinent statements from the Lower Snake River Fish & Wildlife Compensation Plan, REDM. This section will detail the approved estates and provide for prior approval of any deviations or of any reservations to landowners.)

ARTICLE II. Acquisition of Real Property: The State will undertake the acquisition of the designated land on a willing seller-willing buyer basis upon written notice from the Corps to commence such acquisition and the State will complete the acquisition within 10 years from said notice.

a. Appraisals - The State and Corps will agree to a list of qualified appraisers from which the State may select appraisers for this project. Said list may be modified from time to time. Appraisals will be prepared in accordance with recognized professional standards and criteria contained in the Interagency Land Acquisition Conference publication "Uniform Appraisal Standards for Federal Land Acquisition", where applicable, and appropriate sections of the Uniform Relocation Assistance and Land Policies Act of 1970, Public Law 91-646.

b. Negotiations - Negotiations for acquisition of land under this Agreement will be conducted in compliance with Title III of the Uniform Relocation Assistance and Land Policies Act of 1970, Public Law 91-646. A complete record of negotiations for each acquisition unit to include correspondence and negotiator's narrative report prepared by the State will be maintained by the State for review by the Corps for a period of three years.

c. Offer to Sell Real Property - Purchase agreements will be reduced to writing in a form substantially in accordance with ENG Form 42, Offer to Sell Real Property, or ENG Form 2970, Offer to Sell Easement. In the event State is required to use State option forms, said forms will be approved by Corps before use.

d. Deeds of Conveyance - The deeds of conveyance will be drafted in accordance with the "Standards for the Preparation of Title Evidence in

Land Acquisition by the United States," issued by the Department of Justice, a copy of which is made available to the State. Title upon acquisition will be vested in State.

e. Closing Statement - The landowners will be furnished a closing statement substantially in accordance with ENG Form 1566, Payment and Closing Sheet and Receipt for United States Treasurer's Check, or State's equivalent statement.

f. Title Evidence - Insured certificates of title or policies of title insurance will be obtained by the State in the amount of the purchase price. Certificates or Policies will meet the requirements of "Standards for the Preparation of Title Evidence in Land Acquisitions by the United States." Title to approved fee or easement estates shall be acquired free and clear from all liens, encumbrances, and 3rd party interests, except as may be specifically agreed to by the State and the Corps.

g. Purchase Price - Agreement of purchase price in the amount of the approved appraisal value is desired whenever possible. In the event an agreement of purchase price cannot be reached at the approved appraisal value, a negotiated settlement in excess of that amount may be considered. Each proposed settlement, whether at or above the approved appraisal, will be obtained from the landowner on a signed offer form. When offers to purchase all lands required for each designated management unit have been acquired the State will submit to the Corps for approval, copies of the appraisal, State's Report of Negotiations, form of offer and acceptance, title evidence (preliminary and continuation certificates or indorsements), and form of deed for each parcel or ownership in the designated unit, together with State's recommendation and justification for acceptance of the offers for the total unit. Corps will review the proposed settlement and approve or reject the settlement in an expeditious manner. Written notice of approval or rejection will be provided State. In the event all parcels in a designated management unit cannot be acquired, the smaller, though still viable, unit may be accepted upon mutual agreement of the Corps and the State.

h. Closing of Transaction - Upon receipt of Corps' notice of approval of proposed purchase price, State will proceed with the closing of the purchase transaction to include obtaining executed Warranty Deed, recording deed, obtaining final certificate of title or policy of title insurance, and payment to the landowner.

ARTICLE III - Relocation Assistance: The State will furnish the Corps written assurances required by Sections 210 and 305 of P. L. 91-646 to include a statement that the affected persons eligible for relocation benefits will be adequately informed of the benefits, policies, and procedures described in the assurances. These assurances must be received by the Corps before notice to commence acquisition is issued.

a. The Corps will take continuing action to conduct inspections to insure that the State is acting in accordance with the assurances the State has provided.

b. State will retain records of relocation assistance for a minimum of three years and they shall be available for inspection by representatives of the Corps.

c. State will furnish the Corps an annual report on Relocation and Real Property acquisition using the annual report forms attached as Exhibit _____. Report will cover period of 1 October through 30 September and be submitted not later than 5 October of each year.

ARTICLE IV - Reimbursement to the State: The performance of any obligation or the expenditure of any funds by the Government under this Agreement is contingent upon Congress making the necessary appropriations and funds being allocated and made available for the work required hereunder. The State and the Corps will jointly estimate the work capability and funding requirements of the State for each succeeding year of this Agreement. Corps will advise the State as soon as possible each year of the amount of funds available. During the fiscal year, funds may be adjusted by mutual consent of the parties. Subject to the availability of funds, the Corps shall promptly reimburse the State for all costs incurred in land payments, relocation assistance payments under P.L. 91-646, and administrative costs of acquisition to include administrative overhead.

a. Land Payments - The State shall submit a copy of the Deed, Final Title Certificate, and Payment and Closing Sheet with a properly certified invoice (in quadruplicate), requesting reimbursement.

b. Relocation Assistance Payments - The State shall submit a copy of the relocation work sheet supporting payment to each affected person, evidence that payment has been made, with a properly certified invoice (in quadruplicate), requesting reimbursement.

c. Administrative Payments - The Corps shall reimburse the State for such costs upon receipt of properly certified invoices, in quadruplicate, supported by such evidence of partial or complete accomplishment of work and the payment or the incurrence of obligation of payment by the State as may be required by the Contracting Officer. All original time-cards or payrolls, materials, records, and accounts for all charges and expenditures for which reimbursement will be claimed from the Government shall be available at all reasonable times to allow the Corps to check and audit the invoices submitted by the State. So far as practicable, separate records shall be maintained by the State on all items and accounts which shall constitute the basis of information from which the invoices will be prepared.

ARTICLE V. Initial Development of Acquired Lands: The initial development of acquired lands and reimbursement of the costs of development are covered under Contract No. _____ between the State and the Corps.

ARTICLE VI. Operation and Maintenance of Acquired Lands: All lands and interests therein that are acquired pursuant to this Agreement are to be used for fish and wildlife purposes only. The State will provide the Corps with written assurance of statutory and financial capability to operate and maintain all lands and interests in lands, including all facilities constructed thereon during the initial development phase of the project. This written assurance must be received by the Corps before notice to commence acquisition is issued.

ARTICLE VII. Conveyance of Lands to United States of America: Title to lands acquired will be vested in the State for such period of time as the land is used for fish and wildlife management purposes. At the end of such time, title to any portion abandoned and not being used for the purposes contemplated by the agreement will be conveyed to the United States of America without additional compensation. In the event any of these lands are no longer capable of providing the initial intended use, through no fault of the State, said lands may be sold or exchanged to provide more suitable replacement properties. In the event said lands are condemned through due and proper legal process, funds received as a result of such action will be applied to the acquisition of replacement lands. Any disposal shall be subject to Corps approval. Replacement lands shall become subject to all provisions of this agreement.

ARTICLE VIII. Federal and State Laws:

a. In acting under its rights and obligations hereunder, the State agrees to comply with all applicable Federal and State laws and regulations, including but not limited to the provisions of the Davis-Bacon Act (40 U.S.C. 276 a-a(7)); the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333); and Part 3 of Title 29, Code of Federal Regulations.

b. The State furnishes, as part of this contract, its assurance that it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 241; 42 U.S.C. 2000d, et seq) and Department of Defense Directive 5500.11 issued pursuant thereto and published in Part 300 of Title 32, Code of Federal Regulations.

ARTICLE IX. Officials Not to Benefit: No member of or delegate to the Congress, or Resident Commissioner, shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

ARTICLE X. Covenant Against Contingent Fees: The State warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the State for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or in its discretion to add to the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

THE UNITED STATES OF AMERICA

THE STATE OF WASHINGTON
DEPARTMENT OF GAME

By _____
Colonel, Corps of Engineers
District Engineer
Contracting Officer

By _____ Title

Date _____

Date _____

OPTION TO PURCHASE A PUBLIC HUNTING EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that _____ and _____, the Seller(s), whose mailing address is _____, in consideration of One Dollar (\$1.00), the receipt and adequacy of which are hereby acknowledged, do _____ hereby grant unto THE STATE OF WASHINGTON, THE DEPARTMENT OF GAME, the exclusive right and option to purchase, under the terms and conditions herein set forth, for _____ (\$ _____), a perpetual easement on, over and across the lands hereinafter described so that the Department of Game may, at its discretion, allow members of the public to enter upon and use said lands, without restriction or charge by the Grantor(s), for the purposes of pedestrian travel and public hunting during the legal open hunting season as established by the State Game Commission, its successors, or assigns, the real estate being located in _____ County, State of Washington, and being more particularly described as follows:

The above estate is taken subject to existing easements for public roads and highways, public utilities, railroads and pipelines; reserving, however, to the landowners, their heirs and assigns, all such rights and privileges as may be used and enjoyed without interfering with the use of the project for the purposes authorized by Congress or abridging the rights and easement hereby acquired; provided further that any use of the land shall be subject to Federal and State laws with respect to pollution.

The properties described shall be perpetually restricted in other uses to the growing and harvesting of agricultural crops, including range land management. By virtue of the consideration paid, all other development rights, except farmstead development, are to be conveyed. Signs prohibiting hunting (Safety Zones) may be established around farmsteads at reasonable distances.

All rights of the State of Washington herein shall be forfeited and both parties shall be relieved of any obligation or responsibility if the State of Washington shall fail to exercise this option on or before _____.

NOW, THEREFORE, BE IT MUTUALLY AGREED AND UNDERSTOOD THAT THE TERMS AND CONDITIONS OF THIS AGREEMENT SHALL PROVIDE THAT:

1. Before this option is executed on behalf of the State of Washington, it is submitted to the Seller(s) for execution.
2. The Seller(s) shall be notified, in writing, of the State's election to purchase.

3. The State will prepare a good and sufficient instrument of conveyance of the Easement and the usual State voucher, in triplicate, and submit same to the Seller(s) or to a title agency of its selection.
4. Upon request of the State, the Seller(s) will immediately execute said Easement and vouchers and deliver them, or cause them to be delivered, to the State of Washington, The Department of Game, or a title company, as directed.
5. After said Easement has been recorded and approved by the Attorney General of the State of Washington, the State shall cause to be paid to the Seller(s), by State Treasury warrant, the purchase price above mentioned.
6. The Seller(s) title to the lands covered by the Easement here described shall be free and clear of all encumbrances or reservations, excepting: (If none, this fact should be stated.)
7. During the period covered by this option, officers and agents of the State of Washington shall have at all times the unrestricted right to enter upon said lands for the purposes of examination, survey and/or evaluation of said lands.
8. The Seller(s) will pay any and all taxes and assessments due, owing, or levied, including the year in which this Easement is conveyed to the State of Washington, on the lands over which this Easement applies.
9. The State will secure a title insurance policy at no cost to the Seller(s).

DATED this _____ day of _____, 19_____.

Grantor

Grantor

Grantor

Grantor

THE STATE OF WASHINGTON,
THE DEPARTMENT OF GAME

By _____
Director

STATE OF WASHINGTON)
) ss
County of _____)

On this day personally appeared before me _____, to me known to be the individual(s) described in the foregoing instrument and who acknowledged to me that _____ signed the same as _____ free and voluntary act and deed, for the uses and purposes therein mentioned.

Subscribed and sworn to before me this _____ day of _____ 19____.

Notary Public in and for the State of
Washington, presiding at _____.

STATE OF WASHINGTON)
) ss
County of _____)

On this day personally appeared before me _____ to me known to be the Director of Game of the State of Washington and the person who executed the foregoing instrument on behalf of the State of Washington, and who acknowledged to me that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Subscribed and sworn to before me this _____ day of _____ 19____.

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

PUBLIC HUNTING EASEMENT

THE GRANTOR _____,
whose mailing address is _____,
for and in consideration of _____,
(\$ _____) in hand paid, grant _____ and convey _____ to THE STATE OF WASH-
INGTON, THE DEPARTMENT OF GAME, and its successor, a perpetual easement on,
over, and across the lands hereinafter described so that the Department of
Game may, at its discretion, allow members of the public to enter upon and
use said lands without restriction or charge by the Grantor _____ for the pur-
poses of pedestrian travel and public hunting during the legal open hunting
season, as established by the State Game Commission, its successor, or
assigns, the real estate being located in _____ County, State of Wash-
ington, and being more particularly described as follows:

The above estate is taken subject to existing easements for public roads and
highways, public utilities, railroads and pipelines; reserving, however, to
the landowners, their heirs and assigns, all such rights and privileges as
may be used and enjoyed without interfering with the use of the project for
the purposes authorized by Congress or abridging the rights and easement
hereby acquired; provided further that any use of the land shall be subject
to Federal and State laws with respect to pollution.

The properties described shall be perpetually restricted in other uses to the
growing and harvesting of agricultural crops, including range land management.
By virtue of the consideration paid, all other development rights, except
farmstead development, are herewith conveyed.

Signs prohibiting hunting (Safety Zones) may be established around farmsteads
at reasonable distances.

Dated this _____ day of _____, 19____.

STATE OF WASHINGTON)
) ss
)

On this day personally appeared before me _____

to me known to be the individual__ described in and who executed the within
and foregoing instrument, and acknowledged that _____ signed the same as
_____ free and voluntary act and deed, for the uses and purposes therein
mentioned.

Subscribed and sworn to before me this _____ day of _____ 19_____.

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

OPTION TO PURCHASE

An Easement for Public Fishing Purposes

KNOW ALL MEN BY THESE PRESENTS, That _____
and _____, the Seller _____, whose mailing
address is _____,
in consideration of One Dollar (\$1.00), the receipt and adequacy of which
is hereby acknowledged, do ___ hereby grant unto THE STATE OF WASHINGTON,
THE DEPARTMENT OF GAME, the exclusive right and option to purchase the Easement hereinafter described, under the terms and conditions set forth, for \$ _____; a perpetual easement on, over and across a _____ foot strip of land bordering and extending along the _____ and the _____ side of the _____ or center of said stream, on the lands hereinafter described so that the Department of Game may, at its discretion, allow members of the public to enter upon and use said lands, without restriction or charge by the Grantor _____, in order that they may legally fish in said stream, the real estate being located in _____ County, State of Washington, and being more particularly described as follows:

All rights of the State of Washington herein shall be forfeited and both parties shall be relieved of any obligation or responsibility if the State of Washington shall fail to exercise this option on or before _____.

NOW THEREFORE BE IT MUTUALLY AGREED AND UNDERSTOOD THAT THE TERMS AND CONDITIONS OF THIS AGREEMENT SHALL PROVIDE THAT:

1. Before this option is executed on behalf of the State of Washington, it is submitted to the Seller(s) for execution.
2. The Seller(s) shall be notified, in writing, of the State's election to purchase.
3. The State will prepare a good and sufficient instrument of conveyance of the Easement and the usual State voucher, in triplicate, and submit same to the Seller(s) or to a title agency of its selection.
4. Upon request of the State, the Seller(s) will immediately execute said Easement and vouchers and deliver them, or cause them to be delivered, to the State of Washington, the Department of Game, or a title company as directed.

5. After said Easement has been recorded and approved by the Attorney General of the State of Washington, the State shall cause to be paid to the Seller(s), by State Treasury warrant, the purchase price above mentioned.
6. The Seller(s) title to the lands covered by the Easement herein described shall be free and clear of all encumbrances or reservations, excepting: (If none, this fact should be stated.)
7. During the period covered by this option, officers and agents of the State of Washington shall have at all times the unrestricted right to enter upon said lands for the purposes of examination, survey, and/or evaluation of said lands.
8. The Seller(s) will pay any and all taxes and assessments due, owing, or levied, including the year in which this Easement is conveyed to the State of Washington, on the lands over which this Easement applies.
9. The State will secure a title insurance policy at no cost to the Seller(s).

Grantor

Grantor

Grantor

Grantor

THE STATE OF WASHINGTON,
THE DEPARTMENT OF GAME

By _____
Director

STATE OF WASHINGTON)
) ss
County of _____)

On this day personally appeared before me _____, to me known to be the individual(s) described in the foregoing instrument and who acknowledged to me that _____ signed the same as _____ free and voluntary act and deed, for the uses and purposes therein mentioned.

Subscribed and sworn to before me this _____ day of _____, 19____.

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

STATE OF WASHINGTON)
) ss
County of _____)

On this day personally appeared before me _____, to me known to be the Director of Game of the State of Washington and the person who executed the foregoing instrument on behalf of the State of Washington, and who acknowledged to me that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Subscribed and sworn to before me this _____ day of _____, 19____.

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

EASEMENT

For Public Fishing Purposes

THE GRANTOR _____, _____
whose mailing address is _____,
for and in consideration of _____,
(\$ _____), in hand paid, grant _____ and convey _____ to THE STATE OF
WASHINGTON, THE DEPARTMENT OF GAME, or its successor, a perpetual easement
on, over and across a _____ foot strip of land bordering and extending
along the _____ side of the _____, and any lands of
the Grantor _____ lying between said strip and the thread or center of said
stream, on the lands hereinafter described so that the Department of Game
may, at its discretion, allow the members of the public to enter upon and
use said lands, without restriction or charge by the Grantor _____, their
heirs or assigns, in order that they may legally fish in said stream, the
real estate being located in _____ County, State of Washington
and being more particularly described as follows:

Dated this _____ day of _____, 19 _____.

State of Washington)
) ss
County of _____)

On this day personally appeared before me _____
_____ to me known to be the individual___ described
in and who executed the within and foregoing instrument, and acknowledged
that _____ signed the same as their free and voluntary act and deed, for
the uses and purposes therein mentioned.

Subscribed and sworn to before me this _____ day of _____, 19____.

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

PUBLIC HUNTING EASEMENT

(Element Y Acquisition by Corps)

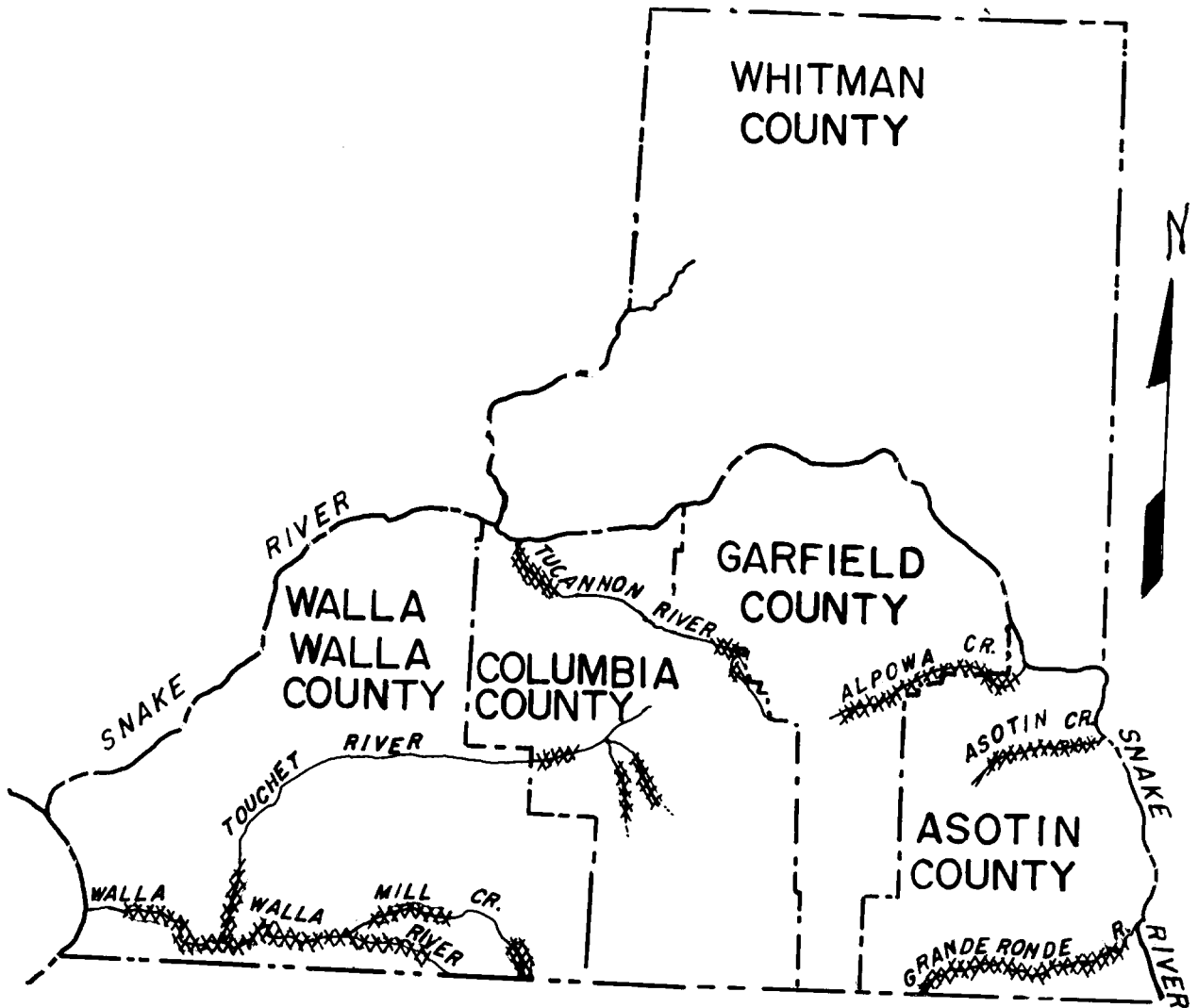
A perpetual and assignable easement on, over, and across the land hereinafter described so that the State of Washington, Department of Game may, at its discretion, allow members of the public to enter upon and use said lands without restriction or charge by the Grantor for the purposes of pedestrian travel and public hunting during the legal open hunting season, as established by the State Game Commission, its successor or assigns, the real estate being located in _____ County, State of Washington, and being more particularly described as follows:

The above estate is taken subject to existing easements for public roads and highways, public utilities, railroads and pipelines; reserving, however, to the landowners, their heirs and assigns, all such rights and privileges as may be used and enjoyed without interfering with the use of the project for the purposes authorized by Congress or abridging the rights and easement hereby acquired; provided further that any use of the land shall be subject to Federal and State laws with respect to pollution.

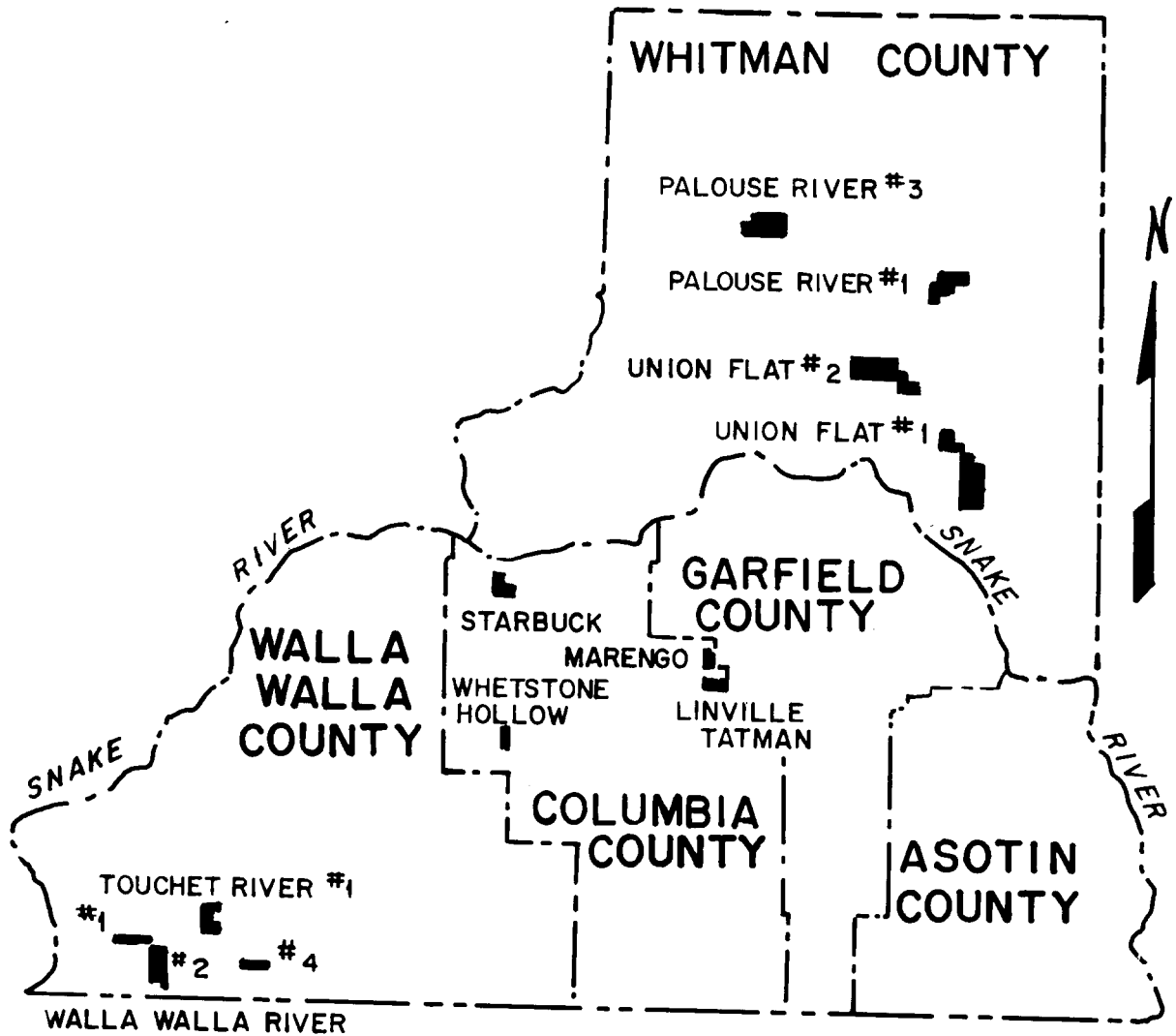
Signs prohibiting hunting (Safety Zones) may be established around farmsteads at reasonable distances.

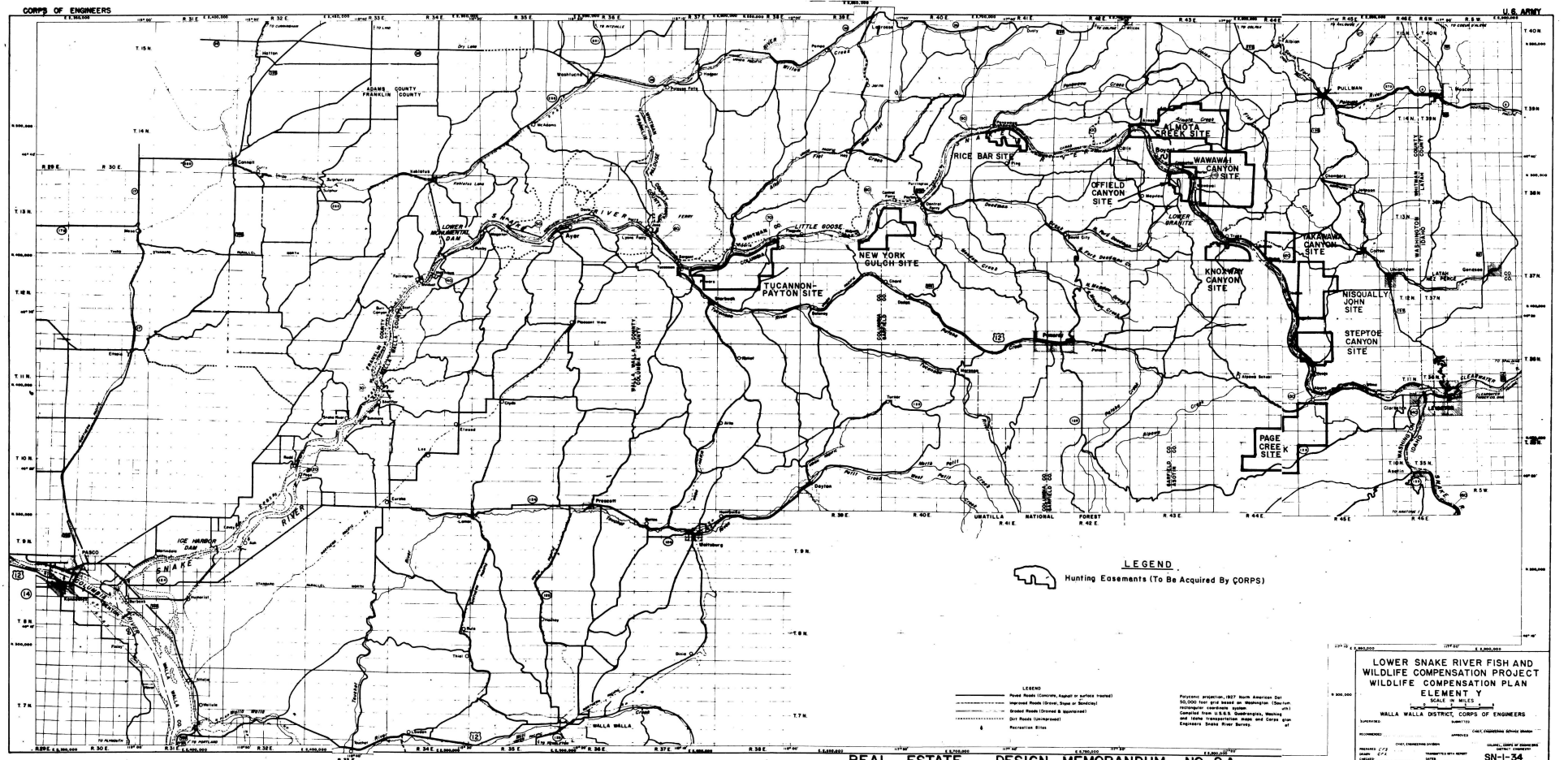
EXHIBIT "B"

WILDLIFE COMPENSATION PLAN
ELEMENT Z
STREAMBANK EASEMENT
(TO BE ACQUIRED BY STATE)



WILDLIFE COMPENSATION PLAN
ELEMENT X
UPLAND GAME BIRD LAND
(TO BE ACQUIRED BY STATE)





LEGEND
 Hunting Easements (To Be Acquired By CORPS)

LEGEND
 Road Roads (Concrete, Asphalt or Surface Paved)
 Improved Roads (Gravel, Stone or Gravel)
 Badly Roads (Dirt and Gravel)
 Dirt Roads (Unimproved)
 Major Water Sites

Projection: 1927 North American Datum
 Scale: 1" = 1 MILE
 Contours: 20 Feet
 Elevation: 1000 Feet
 and Lower Topographic Maps and Corps of Engineers State River Survey

LOWER SNAKE RIVER FISH AND WILDLIFE COMPENSATION PROJECT WILDLIFE COMPENSATION PLAN ELEMENT Y
 SCALE: 1" = 1 MILE
 WALLA WALLA DISTRICT CORPS OF ENGINEERS
 DRAWN: [] DATE: []
 CHECKED: [] DATE: []
 APPROVED: [] DATE: []
 PROJECT NO. 674
 SHEET NO. 11-1-34