

SU-KNIK MITIGATION BANK

South-Central Alaska

Umbrella Mitigation Bank Instrument

Appendices

Prepared for

The Interagency Review Team

Sponsored by

The Matanuska-Susitna Borough And

Sustainable Environments, LLC

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May 2008

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APPENDIX A: Model Conservation Easement

This is the actual easement for the Big Lake South Plan. It is still in draft form, and will have slight modifications prior to being considered final. It will be used as the template for the other properties that will be brought into the Umbrella Mitigation Banking Agreement in the future. This easement will be appropriately modified to take into account the specific information related to these other properties, and may be changed for adaptive management purposes with the consent of the IRT.

AFTER RECORDING RETURN TO:

The Great Land Trust
P.O. Box 101272
Anchorage, AK 99510

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT is made this ____ day of _____ by Matanuska-Susitna Borough, a municipal corporation organized and existing under the laws of the state of Alaska, whose address is 350 E. Dahlia, Palmer, Alaska 99645, (hereinafter with its successors and assigns, the “Grantor”) and _____, (hereinafter, with its successors and assigns, the “Grantee/Trust”) an _____, whose address is _____, as grantee/trust, for good and valuable consideration, in hand received, the receipt of which is hereby acknowledged.

WHEREAS, the real property subject to this conservation easement (the “Protected Property”) is an undeveloped natural area within the Matanuska-Susitna Borough that contains valuable wetlands and possesses natural, ecological, riparian habitat and open space values (together the aforesaid wetlands and values are hereinafter referred to as the “Conservation Values”); and

WHEREAS, the Grantor is the owner in fee simple of the Protected Property, which is described below is subject to this conservation easement (the “Conservation Easement”) and subject to any existing easements and other conditions of record.

1. GRANT OF CONSERVATION EASEMENT.

NOW, THEREFORE, pursuant to the laws of Alaska and in particular Alaska Statutes §§ 34.17.010 - .060 (the Uniform Conservation Easement Act), Grantor does hereby

unconditionally and absolutely grant and convey to the Trust, its successors and assigns, in gross, forever, this Conservation Easement in perpetuity over the Protected Property as hereinafter set forth, as to the Protected Property described as follows:

PARCEL NO. 1:

PARCEL NO. 2:

PARCEL NO. 3:

SUBJECT, however, to any easements, rights, reservations, covenants, plat notations, patent reservations, rights-of-way, conditions, restrictions and limitations of record.

The Grantee/Trust and its successors in interest shall be entitled to enforce the terms of the following restrictive covenants against the fee simple owner of the Protected Property.

2. PURPOSE.

The purpose of this Conservation Easement is to preserve and protect the Conservation Values of the Protected Property in perpetuity, and in the event of their degradation or destruction, to provide for their enhancement and restoration of such Conservation Values. It is further the specific purpose of this Conservation Easement to prevent any use of the Protected Property that would significantly impair or interfere with its wetland functions and values, open space and significant natural habitat values, character, use or utility. In achieving these purposes, it is the intent of this Conservation Easement to permit the continuation by the Grantor of such uses of the Protected Property as may be conducted consistent with the Conservation Values protected herein.

3. ACCEPTANCE OF CONSERVATION EASEMENT.

The Trust hereby accepts the Conservation Easement and agrees to hold it for the purposes set forth in paragraph 2.

4. EASEMENT DOCUMENTATION REPORT.

The Conservation Values of the Protected Property are documented in the Easement Documentation Report (the "Report"), acknowledged by Grantor and Grantee/Trust on the same date as this Conservation Easement to have been received by each of them respectively. A copy of the Report has been provided to each of the Grantor and the Grantee/Trust, and each of whom acknowledges that the Report describes the condition

of the Protected Property as of the date of execution of the Conservation Easement, a copy of which acknowledgement is attached hereto as Exhibit A.

5. RESTRICTED ACTIVITIES.

The activities listed below are a complete list of all activities that are restricted to be carried on by any person or entity on the Protected Property except as reasonably determined by the Trust/Grantee and the Interagency Review Team (IRT) or its successor to be necessary to protect natural resources or public safety, or manage and maintain the Protected Property in perpetuity in its natural and undeveloped state for conservation purposes:

- a. constructing or placing improvements including but not limited to, buildings, fixed or improved camping accommodations, mobile homes, roads, trails, playgrounds, fences, billboards, or signs other than those signs for boundary, trespass, direction, or general information concerning the Protected Property;
- b. changing the topography of the Protected Property in any manner;
- c. removing or destroying plants including, but not limited to, all standing and downed timber;
- d. using biocides, pesticides, and/or herbicides;
- e. manipulating or altering natural water courses, shores, marshes or other water bodies or activities or uses detrimental to water purity on the Protected Property; and
- f. operating motorized vehicles.
- g. access for immediate emergency responses does not require prior approval from the Trust/Grantee (i.e. wildland fires, spill responses, and accidents).

6. PROHIBITED ACTIVITIES.

The following listed activities are a complete list of all activities that are prohibited on the Protected Property by any person or entity:

- a. introducing fish, wildlife, or plants that are non-native, exotic, or otherwise not indigenous to the Borough, including, but not limited to, the grazing of domestic animals; farming, plowing or any type of cultivation; provided, however, Su-Knik Environmental, LLC, and its successors shall not be required to take action to prevent the

introduction of such non-native or exotic species onto the Property caused by acts of nature.

b. dumping, releasing, storing, or placing trash, garbage, Hazardous Substances or other unsightly or offensive material. Hazardous Substances as used herein means any chemical, substance, material, or waste which is defined, classified, listed or designated as hazardous, toxic or radioactive, or any other similar term, by any applicable federal, state or local environmental statute, regulation, or ordinance, including, but not limited to, all those substances identified in Section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 94 Stat. 2767, as such may be amended and supplemented ("CERCLA"), Section 311 of the Federal Water Pollution Control Act, 33 U.S.C. §1251, *et seq.* or AS 46.03.826(5). Notwithstanding anything in this Conservation Easement to the contrary, this prohibition does not make the Grantee/Trust an owner of the Protected Property, nor does it permit the Grantee/Trust to control any use of the Protected Property by the fee simple owner of the Protected Property which may result in the storage, dumping or disposal of Hazardous Substances or refuse; provided, however, that the Grantee/Trust may bring an action to enforce the provisions of this Conservation Easement. This prohibition does not impose liability on the Grantee/Trust, nor shall the Grantee/Trust construed as having liability as a responsible party under CERCLA or similar federal or state statutes or local ordinances.

7. AUTHORIZED ACTIVITIES.

Notwithstanding the restrictions set forth in Section 5 (Restricted Activities) of this Conservation Easement, the Matanuska-Susitna Borough may:

a. construct and maintain trails for nonmotorized use so long as (i) the trails, except for purposes of ingress to and egress from the Protected Property, are located more than fifty feet from the Protected Property lines which are in common with the property lines of the parcels adjacent to the Protected Property, and (ii) the trails are designed and constructed so as to reasonably limit the impact on the Conservation Values of the Protected Property;

b. undertake measures to protect, restore, or enhance the wetlands on the Protected Property, so long as such measures are approved in writing by the Grantee/Trust, which requests shall be promptly considered and responded to (and in any event within 45 days) and shall not be unreasonably withheld. A request to the Grantee/Trust for authorization and approval by the Grantee/Trust is not necessary (i) to plant native vegetation, or (ii) maintain existing utility and right-of-way easements, if any, crossing the Protected Property, and other uses not inconsistent with this Conservation Easement.

c. allow recreational, educational, and scientific uses of the Property, except to the extent that the easement holder, in consultation with the Interagency Review Team (IRT), determines a certain use or level of such use to be incompatible with maintaining the functional capacity of the wetlands on the Property, and provides written notice to the Matanuska-Susitna Borough of that determination.

To the extent permitted, public use of the Property shall be limited to low-intensity, non-motorized forms of recreation, such as hiking, bird-watching, hunting, and photography.

If the Grantee/Trust determines that the snow depth is adequate to protect underlying vegetation, the Su-Knik Environmental, LLC, shall post the Property as open to the use of dog sleds and motorized vehicles of less than one thousand pounds gross vehicle weight.

Allowed uses of the Property will be monitored for compatibility by the long-term manager and easement holder on an ongoing basis. In response to changing conditions (including resource impacts) the specific activities allowed, and the conditions and timing of those activities, may be modified by the easement holder and grantor in consultation with the IRT.

8. PROTECTED PROPERTY SIGNAGE.

The Grantee/Trust is hereby authorized to place a sign on the Protected Property, after notice to the Matanuska-Susitna Borough, indicating the name of the Protected Property and that the Protected Property has been preserved and protected by the Grantee/Trust. If the Grantee/Trust places such sign on the Protected Property, it shall reasonably maintain the sign and shall be responsible for those maintenance costs.

9. GENERAL PROVISIONS.

a. Nothing herein is intended nor shall it be deemed to create in any third party the right to enforce these covenants.

b. The Conservation Easement and covenants herein shall run with, are appurtenant to, and benefit and burden the Protected Property and the respective parties, subsequent successor parties in interest, and transferees.

c. Nothing in this Conservation Easement is intended to relieve the fee simple owner of the Protected Property from liability for injuries resulting from their activities on the Protected Property, for which it may otherwise be liable, subject, however, to

provisions of AS 09.65.200, AS 09.65.070, and AS 34.17.055, as such may be amended from time to time, or other applicable law and paragraph i.

d. Grantor hereby covenants to and with the Grantee/Trust and its assigns, that Grantor is lawfully seized of the estate in fee simple of the Protected Property, free and clear of encumbrances except as specified herein or described as an exception in the title insurance policy issued by _____, Policy No. _____, provided by Grantor to the Grantee/Trust, that Grantor has a good and lawful right and power to grant this easement, that Grantor shall forever warrant and defend this Conservation Easement against the lawful claims and demands of all persons claiming the premises through Grantor, and that Grantor shall provide any further assurances as may be reasonably required to convey such interest.

e. Any easements, covenants, conditions or other interests or rights of the Matanuska-Susitna Borough in existence at the time of execution and recording of this Conservation Easement or the conveyance of the fee simple title of the Protected Property to the Matanuska-Susitna Borough shall not merge with the Conservation Easement created and conveyed herein, and the Conservation Easement is subject to such easements, covenants, conditions or other interests or rights, which shall not be impaired or diminished by the Conservation Easement.

f. The Matanuska-Susitna Borough shall indemnify, hold harmless and defend the Trust from (1) liability under the above-described statutes, and (2) costs of cleanup for release of Hazardous Substances, but conditioned on and only to the extent that (a) the liability under the statutes has arisen because of events occurring during the Period of Ownership of the Matanuska-Susitna Borough or release of Hazardous Substances occurred during the Period of Ownership of the Matanuska-Susitna Borough, (b) the liability of the Trust arises solely because of its status as grantee under this Conservation Easement, (c) the release of Hazardous Substances was caused by or contributed to by the Matanuska-Susitna Borough or its invitees, lessees, or agents, and (d) the release of Hazardous Substances was not caused by or contributed to by the Grantee/Trust or its agents.

g. This Conservation Easement contains the final, entire agreement between the parties with respect to the Protected Property. Any representation, warranty, covenant or condition not set forth in writing signed by the parties shall be void and of no effect.

10. REMEDIES, BREACH AND RESTORATION.

In the event a violation of any restriction contained herein, including but not limited to any activity in violation of Section 6 of this Agreement, the Grantee/Trust shall have the

right to force, by appropriate legal or equitable action, including an action for injunction or specific performance, the restoration of that portion of the Property affected by the activity to the condition that existed prior to the violation. The Grantee/Trust may at its discretion undertake such actions as are reasonably necessary to effect such corrections, and seek reimbursement of the cost of the corrections, including the Grantee's/Trust's expenses, court costs, and legal fees, from the party responsible for the violation.

Enforcement of the terms and provisions of this Agreement shall be at the reasonable discretion of the Grantee/Trust. Any forbearance on behalf of the Grantee/Trust to exercise its rights hereunder in the event of any breach shall not be deemed or construed to be a waiver of the Trust's rights hereunder in the event of any subsequent breach.

11. LIMITATION OF GRANTOR LIABILITY.

Grantor or Grantor's Successors, shall have no personal liability for the observance or performance of the covenants and obligations of Grantor or Grantor's Successors hereunder after such party has conveyed his, her, its, or their interest in the Property, provided that the provisions of **Paragraphs 10, 12, and 13** of this Agreement accruing during the time period that the specific party owned the Property have been fulfilled and all obligations thereunder discharged.

12. HOLD HARMLESS.

Grantor or Grantor's Successors, shall hold harmless, indemnify and defend the Grantee/Trust and its members, directors, officers, employees, agents, attorneys and contractors and their heirs, personal representatives, successors, and assigns of each of them (collectively the "Indemnified Parties") from and against all liability, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with any of the following, except to the extent of the negligence of the Indemnified Parties:

- a. Injury to or death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause;
- b. The maintenance or repair of improvements located on the Property;
- c. The existence or administration of this Conservation Easement;

d. Any dispute over the tax consequences, benefits, creation and/or drafting of this Agreement; and

e. The presence or release of any Hazardous Material on the Property (but not to the extent any Hazardous Material is placed on the Property by the Trust, its representatives or third parties).

13. TAXES.

Grantor and Grantor's Successors agree to pay any and all real property taxes and assessments levied by competent authority on the Property.

14. ACCESS.

Nothing herein shall be construed as a grant to the general public, or to a person or persons other than the Grantee/Trust as provided in this Agreement, of the right to enter upon any part of the Property. Grantor and Grantor's Successors reserve unto themselves in title to the Property, all rights, privileges, powers, and immunities, including the right of exclusive possession and enjoyment, subject only to the terms and covenants of this Agreement.

15. TRANSFER BY THE TRUST.

The Trust may assign the Conservation Easement with thirty (30) days prior written notice to Grantor or Grantor's Successors; provided that:

a. The Grantee/Trust requires, as a condition of such transfer, that the Purpose of the Conservation Easement as set forth in **Section 1** of this Agreement and the specific provisions of this Agreement continues to be carried out; and

b. An assignment may be made only to an organization such as the Grantee/Trust that is qualified at the time of transfer as an eligible holder under the IRC and the Alaska Uniform Conservation Easement Act, AS 34.17.

In the event the Grantee/Trust shall cease to be an organization capable of enforcing the Conservation Easement and fails to transfer its rights as set forth in **Section 0** of this Agreement, its rights and duties hereunder shall become vested in and fall upon such organizations as may be designated under the doctrine of cy pres by a court of competent jurisdiction, consistent with **Section 0** of this Agreement.

Upon the occurrence of any transfer or assignment of this Conservation Easement, the Grantee/Trust shall also transfer to the transferee or assignee the then-value of any

endowment funds as set forth in the Report received by the Grantee/Trust from Grantor to support the Grantee's/Trust's obligation to monitor and enforce this Conservation Easement, and the transferee shall hold such funds for such purposes and be subject to the provisions of this Section and this Agreement.

16. CHANGE OF CONDITIONS.

The fact that any use of the Property that is expressly prohibited by this Agreement, or any other use as determined to be inconsistent with the Purpose of the Conservation Easement, may become greatly more economically valuable than permitted uses, or that neighboring properties may in the future be put entirely to uses that are not permitted hereunder, has been considered by the Grantor in granting the Conservation Easement. It is Grantor's belief that any such changes will increase the benefit to the public of the continuation of the Conservation Easement, and it is the intent of both Grantor and the Grantee/Trust that any changes should not be a basis to justify the termination or extinguishment of the Conservation Easement pursuant to this Section. In addition the un-profitability of the permitted uses, shall not impair the validity of the Conservation Easement or be considered grounds for its termination or extinguishment.

17. SUBSEQUENT SALE, EXTINGUISHMENT, CONDEMNATION, EXCHANGE, OR INVOLUNTARY CONVERSION.

Grantor acknowledges that the Conservation Easement constitutes a real property interest in the Property immediately vested in the Grantee/Trust, and that such interest has a fair market value. For purposes of allocating net proceeds in an extinguishment of all or part of the Conservation Easement, the share of the Grantee's/Trust's interest shall not be less than the percentage that the fair market value of the Conservation Easement on the Effective Date hereof bears to the fair market value of the Property prior to considering the effects of the Conservation Easement (the "Easement Percentage").

The values for calculating the Easement Percentage shall be based upon an appraisal (the "Qualified Appraisal") obtained by Grantor. Upon receipt of such Qualified Appraisal, Grantor shall provide a copy of the Qualified Appraisal to the Grantee/Trust. In the event that Grantor does not claim a charitable gift deduction and, therefore, does not obtain a Qualified Appraisal, the Easement Percentage shall be thirty (30) percent of the fair market value.

18. AMENDMENT.

If circumstances arise under which an amendment to or modification of the Conservation Easement would be appropriate, Grantor or Grantor's Successors or the Grantee's/Trust's successors and assigns, may jointly amend the Conservation Easement; provided that no

amendment shall be allowed that affects the qualification of the Conservation Easement under the IRC or AS 34.17.010 *et seq.* Any such amendment shall be consistent with the Purpose of the Conservation Easement, shall not affect its perpetual duration, shall not permit additional development or improvements to be undertaken on the Property other than development or improvements currently permitted by the Conservation Easement, and shall not materially impair any of the conservation values of the property. Any such amendment shall be recorded in the official records of Palmer Recording District, Third Judicial District, State of Alaska.

19. FORCE MAJEURE.

In the event that either party to the Conservation Easement shall be hindered or delayed in, or prevented from the performance of the Conservation Easement due to any act of God, fire, casualty, or other event beyond the control of that party, then performance by that party shall be excused until, proceeding with diligence, it has a reasonable time to remedy the condition which caused the non-performance.

20. EXTINGUISHMENT.

If circumstances arise in the future that render the Purpose of the Conservation Easement impossible to accomplish, the Conservation Easement can only be terminated or extinguished, whether with respect to all or part of the property, by judicial proceeding in a court of competent jurisdiction.

21. INTERPRETATION.

The provisions of this Agreement shall be liberally construed to effectuate the Purpose of the Conservation Easement. No remedy or election given by any provision in this Agreement shall be deemed exclusive unless so indicated, but it shall, wherever possible, be cumulative with all other remedies at law or in equity. The parties acknowledge that each party and its counsel have reviewed this Agreement and that no rule of construction that ambiguities are to be resolved against the drafting party shall be employed in the interpretation of this Agreement. In the event of any conflict between the provisions of this Agreement and the provisions of any use and zoning restrictions of the State of Alaska, Matanuska-Susitna Borough, or any other governmental entity with jurisdiction, the more restrictive provisions shall apply. This Agreement shall be interpreted in accordance with the laws of the State of Alaska.

22. RECORDATION.

This Agreement shall be recorded in the Palmer Recording District, Third Judicial District, State of Alaska, and shall be effective on the date this Agreement is recorded (hereinafter referred to as "Effective Date").

23. MISCELLANEOUS.

If any provision of this Agreement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions hereof and the application of such provision to persons or circumstances other than those to which it is found to be invalid, shall not be affected thereby.

This Agreement and the Report sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements, whether oral or written, relating to the subject matter herein.

This Agreement shall be construed so as to affect the purpose for which it was granted. Any ambiguities shall be resolved in a manner that best accomplishes the purpose of the Conservation Easement.

No prescriptive rights or easement by implication are granted through this Agreement, and nothing in this Agreement is intended to convey public access to the Property beyond the existing public access.

The provisions of this Agreement are enforceable in law or equity by Grantor and Grantor's Successors or the Grantee/Trust, their respective successors or assigns, consistent with Section 10 of this Agreement.

The Grantee/Trust does not and has not made any warranty as to the tax effects upon the Grantor of the granting of the easement and Grantor acknowledge that they have had the opportunity and have been advised to seek independent legal and/or accounting advice and recognize and assume the risk of proceeding without it.

Grantor hereby covenant to the Grantee/Trust that Grantor is lawfully seized of fee simple title in the Property free and clear of encumbrances except as specified here, except for Permitted Encumbrances, that Grantor has a good and lawful right and power to encumber the same, and that Grantor will forever warrant and defend the title thereto and the quiet possession thereof against the lawful claims and demands of third parties made through the Grantor.

Unless expressly provided otherwise, all notices, orders, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally to the addresses, with postage prepaid, as follows:

Grantee/Trust: (NAME)
(ADDRESS)
(CITY, STATE, ZIP)

Grantor: (NAME)
(ADDRESS)
(CITY, STATE, ZIP)

Or to such other address as may be designated in writing by a Party.

TO HAVE AND TO HOLD unto the Grantee/Trust, its successors and assigns forever.

IN WITNESS WHEREOF Grantor and the Grantee/Trust have executed this document on the date stated in the beginning of this document.

AGREEMENT

The **Matanuska-Susitna Borough** hereby agrees to this Conservation Easement.

Dated this ____ day of ____, 20__.

By: _____
_____, Manager
Matanuska-Susitna Borough

ACKNOWLEDGMENT

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this ____ day of ____, 20__, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared _____, known to me and to me known to be the _____ of the **Matanuska-Susitna Borough**, and he/she acknowledged to me that he/she signed as accepting the foregoing Conservation Easement in the name of and for and on behalf of the **Matanuska-Susitna Borough**, and he/she acknowledged to me that h/shee executed the foregoing instrument freely and voluntarily.

Notary Public in and for Alaska
My Commission Expires _____

ACCEPTANCE

The **(Organization Name)** hereby accepts this Conservation Easement conveying to the
(Organization Name) those interests in lands described therein.

Dated this _____ day of _____, 20____.

(Organization Name)

By: _____
(Name)
(Title)
(Organization)

ACKNOWLEDGMENT

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this ____ day of ___, 20___, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared _____, known to mean and to me known to be the _____ of the (Organization Name) and he/she acknowledged to me that he/she signed as accepting the foregoing Conservation Easement in the name of and for and on behalf of the (Organization Name), and he/she acknowledged to me that he/she executed the foregoing instrument freely and voluntarily.

Notary Public in and for Alaska
My Commission Expires _____

APPENDIX B: Su-Knik Individual Bank Plan - Table of Contents

Su-Knik will prepare a site-specific Plan for each mitigation bank proposed under this umbrella instrument. Each site-specific plan will contain the following information:

Cover Page

Title of the Document and Official Name of the Bank
List of Signatories
Effective Date
Sponsor: Sustainable Environments Alaska, LLC and the Matanuska-Susitna Borough

Contents

List of Exhibits [Aerial photographs and scaled maps or drawings, and a survey illustrating the exact location and size of the proposed bank phase]

Introduction [project description]

- Bank Parcel Selection
- Purpose, Goals, and Objectives
- Property Ownership
- A Preservation Plan containing information such as: Location of the site including maps, river basin, watershed, hydrologic unit
- Mitigation Work Plan [describing the timing schedule of preservation and implementation]

Authorities

Boundary Survey

Site Protection Instrument: Perpetual Protection Easement Provisions

Proof of Financial Assurances

Establishment of Bank Site as an Umbrella Addendum

Baseline Information (including the HGM Ecological Audit Baseline Functional Conditions)

Determination of Credit Value and Credit Release

Determination of Debits

Bank Geographic Service Area

Provisions for the Use of the Mitigation Bank Credits

Impacts to Riverine, Palustrine, and/or Lacustrine Wetlands and Other Aquatic Resources
Suitable for Bank Compensation

Access to Bank Sites

Long-term Ownership

Long-Term Management and Monitoring Plan

Accounting Procedures

References

List of Figures:

Property Location Map

Service Area Map

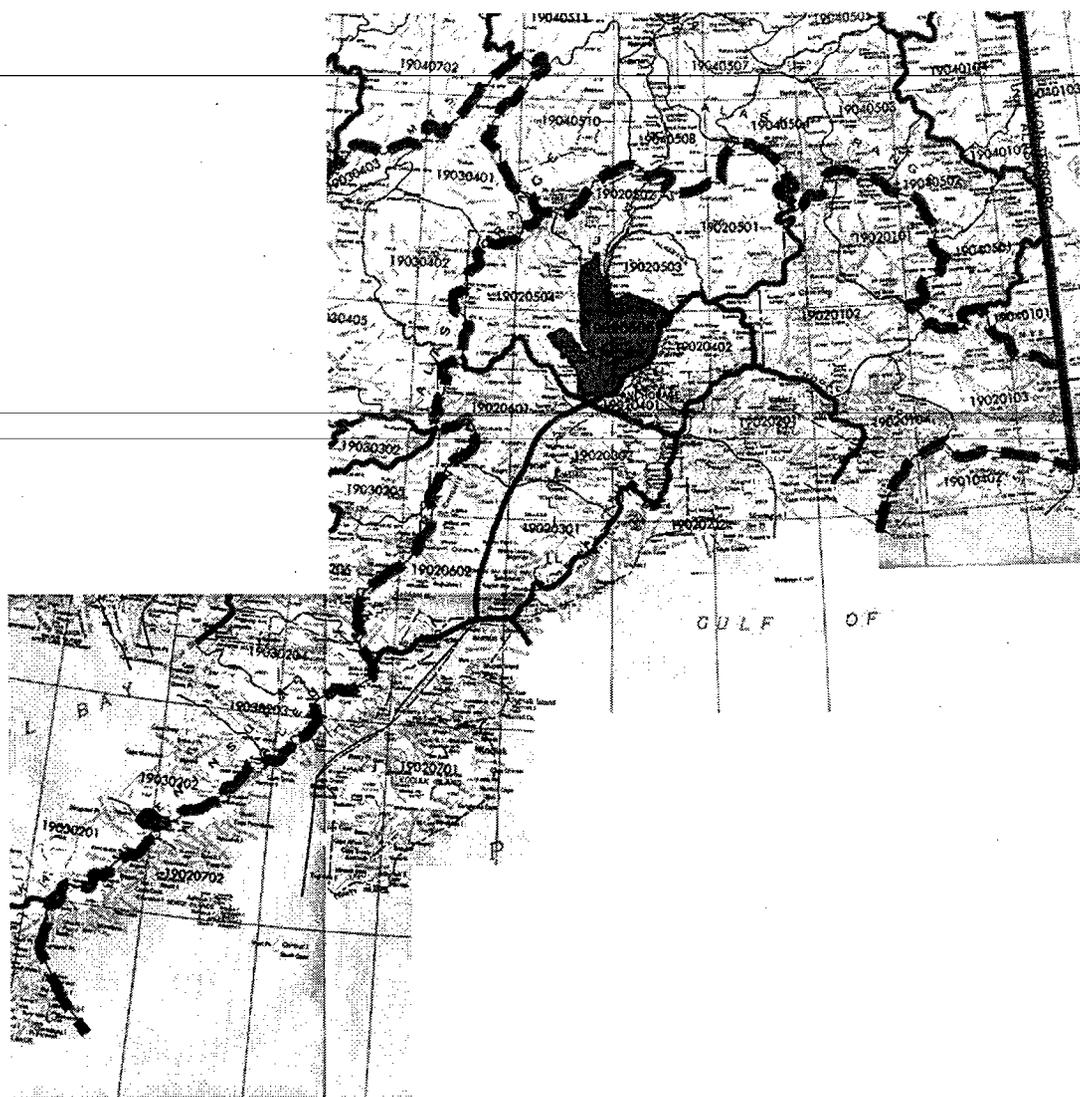
Appendices:

Boundary Survey

Easement

Wetland Function Assessment

APPENDIX C: Eight-Digit Code Hydrologic Unit



HUC 1902

USGS Watershed

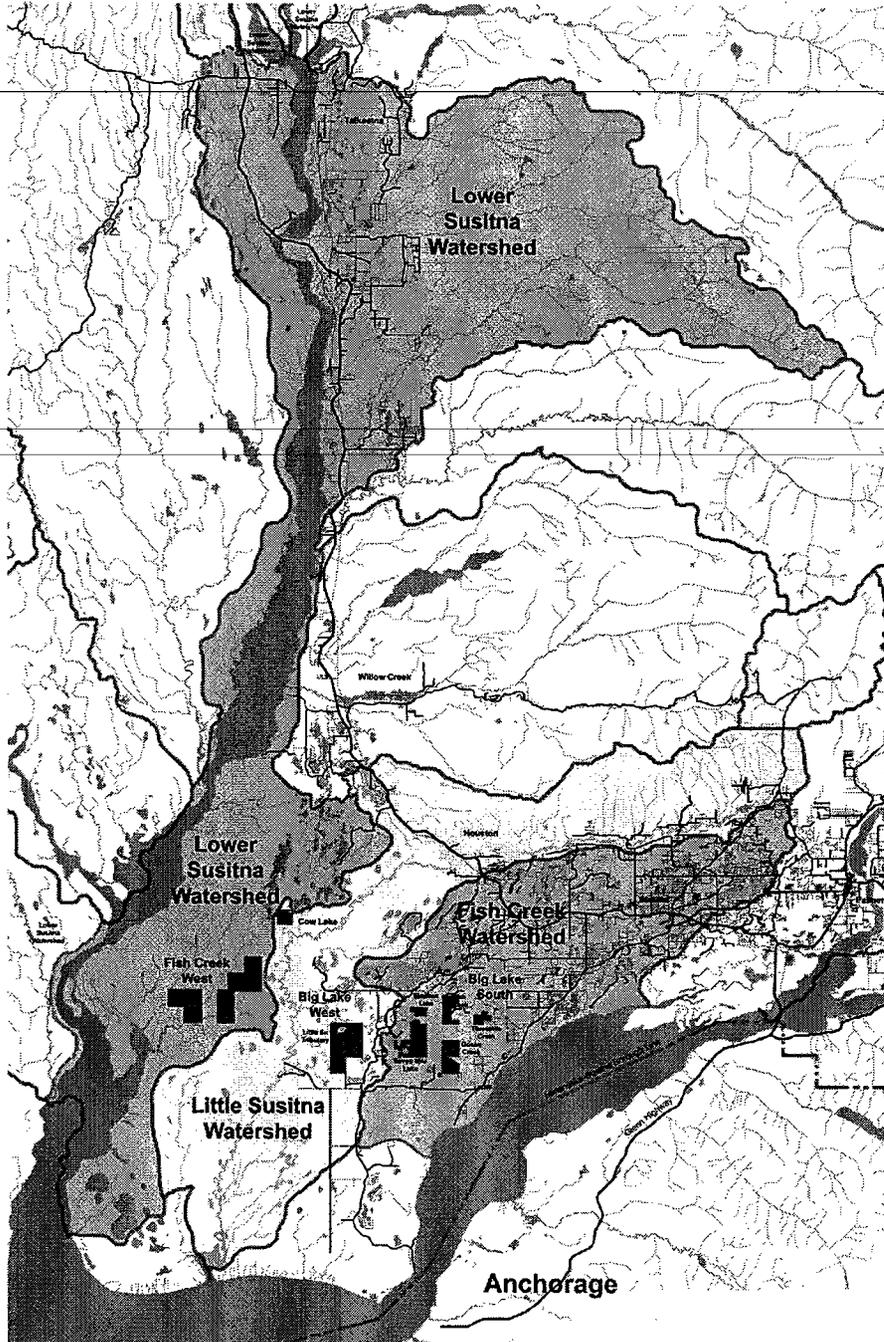
Su-Knik Environmental Bank
Matanuska-Susitna Borough, Alaska



February 2007

Sustainable Environments LLC

APPENDIX D: Three Proposed Su-Knik Individual Bank Locations within Their Service Areas



Umbrella Bank Service Area
 Su-Knik Environmental Bank
 Matanuska-Susitna Borough Alaska

GIS Data Sources:
 Matanuska-Susitna Borough 2004 Parcel, Transportation, and Streets and Lakes, Roads, Borough Boundary, Census
 Scale: 1"=100,000'
 0 25,000 50,000 100,000'
 Revised April 2007
 Sustainable Environments LLC

APPENDIX E: Example Credit Valuation

Assume, for example, a total area of one proposed bank as 1800 acres. (The following is just an example and does not represent actual acreages.) Per our agreement with the IRT, it was determined that 10 ground-truthing locations would have the full HGM methodology applied to them. Those HGM functional capacity index scores would then be applied to the spatial acres that were determined (via aerial photos and soil surveys) to be of like kind. For example, of those ten ground-truthing areas, three were determined to be associated with distinct riparian areas. The HGM therefore evaluates three distinct spatial areas consisting of all riverine wetlands (that total 360 acres) according to the following area and HGM functional capacity index score breakdown:

180 acres with HGM score of .87 would yield $(180 \times .87) = 157$ credits

120 acres with HGM score of .91 would yield $(120 \times .91) = 109$ credits

60 acres with HGM score of .95 would yield $(60 \times .95) = 57$ credits

Therefore, of the 1,800 acres, 360 acres were determined to be riverine wetlands. Those 360 acres equate to a total of 323 riparian credit acres according to the HGM functional capacity index scores. The multiplier of 10 (described above as one credit = 1/10 acre) results in a total of 3,230 credits.

Of the ten ground-truthing areas, seven were chosen because they could be associated with distinct slope flat areas. Slope flat wetlands comprise the remaining 1,440 acres in the bank. Of that acreage, the HGM evaluates these seven distinct spatial areas to determine the total credits:

203 acres with HGM score of .86 would yield $(203 \times .86) = 175$ credits

94 acres with HGM score of .89 would yield $(94 \times .89) = 84$ credits

56 acres with HGM score of .75 would yield $(56 \times .75) = 42$ credits

122 acres with HGM score of .90 would yield $(122 \times .90) = 110$ credits

546 acres with HGM score of .91 would yield $(546 \times .91) = 497$ credits

156 acres with HGM score of .94 would yield $(156 \times .94) = 146$ credits

263 acres with HGM score of .98 would yield $(263 \times .98) = 258$ credits

Therefore, of the 1,800 acres, 1,440 acres were determined to be slope flat wetlands, with the equivalence of 1,312 slope flat credits.

APPENDIX F: Signature Pages

Signature Page

Su-Knik Umbrella Mitigation Bank

The signature below represents the approval of the mitigation bank instrument for the Umbrella Mitigation Bank sponsored by Su-Knik Environmental, LLC, and approved by the U.S. Army Corps of Engineers, Alaska District, with the concurrence of the U.S. Environmental Protection Agency, U.S. Fish and Wildlife Service, U.S. National Marine Fisheries Service, and Alaska Department of Environmental Conservation.

IRT APPROVAL

William A. Keller
Chief, South Branch
Regulatory Division
Alaska District
Corps of Engineers

Date

Signature Page

Su-Knik South-Central Umbrella Mitigation Bank

The signature below represents the approval of the mitigation bank instrument for the Umbrella Mitigation Bank sponsored by Su-Knik Environmental, LLC, and approved by the U.S. Army Corps of Engineers, Alaska District, with the concurrence of the U.S. Environmental Protection Agency, U.S. Fish and Wildlife Service, U.S. National Marine Fisheries Service, and Alaska Department of Environmental Conservation.

IRT CONCURRENCE

Michelle Pirzadeh, Director
Office of Ecosystems and Communities
U.S. Environmental Protection Agency
Region X

Date

Signature Page

Su-Knik South-Central Umbrella Mitigation Bank

The signature below represents the approval of the mitigation bank instrument for the Umbrella Mitigation Bank sponsored by Su-Knik Environmental, LLC, and approved by the U.S. Army Corps of Engineers, Alaska District, with the concurrence of the U.S. Environmental Protection Agency, U.S. Fish and Wildlife Service, U.S. National Marine Fisheries Service, and Alaska Department of Environmental Conservation.

IRT CONCURRENCE

James W. Balsiger,
Administrator, Alaska Region
National Marine Fisheries Service

Date

Signature Page

Su-Knik South-Central Umbrella Mitigation Bank

The signature below represents the approval of the mitigation bank instrument for the Umbrella Mitigation Bank sponsored by Su-Knik Environmental, LLC, and approved by the U.S. Army Corps of Engineers, Alaska District, with the concurrence of the U.S. Environmental Protection Agency, U.S. Fish and Wildlife Service, U.S. National Marine Fisheries Service, and Alaska Department of Environmental Conservation.

U.S. Fish & Wildlife Service

Date

Signature Page

Su-Knik South-Central Umbrella Mitigation Bank

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IRT CONCURRENCE

Larry Hartig, Commissioner
Alaska Department of Environmental Conservation

Date

Signature Page

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Jerome Ryan
Su-Knik Environmental, LLC

Date

James B. Hodge
Su-Knik Environmental, LLC

Date

Kevin F. Noon
Su-Knik Environmental, LLC

Date

John Duffy
Manager, Matanuska-Susitna Borough

Date

APPENDIX G: Bank #1, Big Lake South Bank Plan
