DCN: 61810-A-C932A

FWS Agreement Number: 61810-Λ-011

FY2010 Amount: \$24,700.00 FY2010: 61810-1121-XXXX

CFDA Number: 15.631

ABC Code: W4

WILDLIFE EXTENSION AGREEMENT

This Agreement, dated <u>September 15th</u>, <u>2010</u>, between <u>Clark Family Trust</u>, (Wildlife Cooperator), and the U.S. Fish and Wildlife Service (FWS) is entered into pursuant to authority contained in the Partners for Fish and Wildlife Act (Public Law 109-294), the Fish and Wildlife Coordination Act (16 U.S.C. 661 et seq.) and the Fish and Wildlife Act of 1956) (16 U.S.C. 742a-j), as amended.

Clark Family Trust, 2500 Forbidden Lane, Condon, MT 59826, 406-644-2281, hereby agrees to participate with the FWS in conducting certain wildlife management practices on lands owned or managed in Missoula County, State of Montana, described as follows: and shown on map, T19N R16W Section 02 and/or Lat 47.43183 Long -113.59431 and/or UTM (zone 12) E304367 N5256417

The Wildlife Cooperator, in signing this Agreement, agrees to join as a participant in a wildlife management program and grants to the FWS the authority to complete wildlife habitat development, or to personally carry out wildlife management activities with financial or material support, as described in the attached Special Provisions (Exhibit A). Any donation of supplies or equipment, or direct payment from the FWS to the Wildlife Cooperator for carrying out identified wildlife habitat developments are also included in Exhibit A. The Wildlife Cooperator agrees to perform the wildlife habitat development described in Exhibit A, and the FWS agrees to reimburse the Wildlife Cooperator for such habitat developments, up to the amount shown in Exhibit A.

The term of this Agreement will be for 20 years, beginning September 16th, 2010 and ending September 15th, 2030. Payment, as appropriate, will be made as described and agreed to in Exhibit A.

This Agreement may be modified at any time by the mutual written consent of the parties. It may be terminated by either party upon 30 days advance written notice to the other party. However, if the Wildlife Cooperator terminates the Agreement before its expiration or materially defaults on its commitments, then the Wildlife Cooperator agrees to reimburse the FWS for the prorated cost to the United States of all habitat improvements placed on the land through this Agreement.

At the end of the term, the wildlife habitat development(s) will become the property of the Wildlife Cooperator.

The FWS does not assume jurisdiction over the premise by this agreement. The wildlife cooperator retains all rights to control trespass and retains all responsibilities for taxes,

injuries to people not caused by its own negligence, and any claims shall be processed in accordance with the Federal Tort Claims Act.

The FWS, its agents or assigns, reserves the right to enter the land at reasonable times to inspect completed work.

A change in ownership shall not change the terms of this Agreement. The Agreement and terms shall be in effect on the described land for the period of the Agreement. The Wildlife Cooperator will notify the FWS of planned or pending changes in ownership.

There shall be no obligation to any of the parties of the Agreement after the term of the Agreement has expired. The Wildlife Cooperator will be responsible for securing any necessary permits. Technical assistance and support in the application for any necessary permits may be provided to the Wildlife Cooperator by any of the parties of the Agreement.

The FWS is prohibited by law from making obligations that exceed available funds; therefore, the FWS can do only that work which is funded. In the event funds are not available to do the wildlife habitat development work within the period of time, or in the manner prescribed in the Exhibit A, the FWS will advise the Wildlife Cooperator of this fact. The Wildlife Cooperator guarantees ownership, or has approval from the owner of the above described land, and warrants that there are no outstanding rights which may interfere with the Agreement.

Under no circumstances will the Wildlife Cooperator, or any other parties to the Agreement, compensate, pay, or transfer funds received for this habitat restoration project to any FWS employee or assignee.

Signatures:

0
Wildlife Cooperator: Clark Family Trust : Forald P. Clark
Wildlife Cooperator: Cark Family Truck Tourned P. Clark Variable: 1099 REMINDER: Business payments from a landowner to any non-corporate perso or entity for services of \$600 or more requires that the landowner file an IRS Form 1099-Misc The FWS does not provide tax information or guidance. Consult a professional tax preparer o CPA for additional guidance.
FWS Partners for Fish and Wildlife Program Biologist Byon
FWS Partners for Fish and Wildlife Program State Coordinator: Comes W. Stutmun
FWS Partners for Fish and Wildlife Program Regional Coordinator:

EXHIBIT A: SPECIAL PROVISIONS

The wildlife habitat developments described below are agreed to by <u>Clark Family Trust</u> (Wildlife Cooperator), the U.S. Fish and Wildlife Service (FWS) in a Wildlife Extension Agreement dated <u>September 16th, 2010</u>.

<u>Project Purpose</u>: The purpose of this project is to remove an instream dam on Owl Creek, restore 1110 feet of Owl Creek and one of its tributaries to its original pattern, profile and dimensions. Owl Creek is a Core Bull Trout stream and is important westslope cutthroat trout spawning and rearing habitat.

<u>Planned Work:</u> This project will involve complete channel restoration to approximately 1110 feet of Owl Creek and its principle tributary. As part of this restoration the dam that currently exists across the Owl Creek flood plain will be completely removed. The fill from the dam will be used primarily to fill the existing hillside burrow site on the west side of Owl Creek. Also all the spoil piles within the floodplain will be removed and the areas within the existing floodplains will be dropped in elevation to the appropriate floodplain elevation or lowered as wetlands or ponds within the floodplain. The existing ditch that runs below the reservoir will be filled in to elevations that match the surrounding land. A new culvert will be placed on the existing road where the historical channel occurred and the road will be extended to the east to access the pasture land east of Owl Creek.

Management Plan: During the years 5-20, the Wildlife Cooperator may graze within the riparian area with an approved management plan to make sure the fish and wildlife values are maintained.

The Wildlife Cooperator will not be responsible for replacing wildlife habitat developments which are damaged or destroyed by severe acts of nature.

Funding Sources and Amounts:

Design and instream restoration including removal of all fill, floodplain shaping, Culvert removal and replacement, wetland enhancement and filling of existing ditch.

1110 feet: \$98,587.03 1 24' Arch Pipe: \$6,000.00

TOTAL PROJECT COST: \$104.587.03

Payments By:

FWS (Partners for Fish and Wildlife program): \$36,000.00

Swan Ecosystem Center: \$18,500.00

Landowner in-kind planting: \$1,000.00

Northwest Connection in-kind planting: \$1,500.00

MTFWP: Future Fisheries: \$27,500.00 (Seeking)

US FWS Fish Passage Program: \$20.000.00 (Seeking)

Totals: \$104,500.00

The FWS agrees to pay the Wildlife Cooperator \$36,000.00 upon receipt of a signed and dated invoice.

Any work to be completed may be modified with the mutual agreement of the aforementioned parties.