

Central Texas Floodplain Reforestation Project 2023 Initial Project Design Document

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PROTOCOL REQUIREMENTS

Project Operator (Section 1.1)

Identify a Project Operator for the project. A Project requires one Project Operator, which can be an entity organized and licensed under the laws of its jurisdiction or a governmental body. This is the entity who takes legal responsibility for the project and its reporting.

Commit to 26-year Project Duration in the Project Implementation Agreement (Section 1.3, 2.2)

Sign the Project Implementation Agreement. This is the 26-year agreement between the Project Operator and City Forest Credits (the "Registry") for an urban forest carbon project.

Project Location (Section 1.4)

Project must be located in or along the boundary of one of the following:

- A. "Urban Area" per Census Bureau maps;
- B. The boundary of any incorporated city or town created under the law of its state;
- C. The boundary of any unincorporated city, town, or unincorporated urban area created or designated under the law of its state;
- D. The boundary of any regional metropolitan planning agency or council established by legislative action or public charter;
- E. The boundary of land owned, designated, and used by a municipal or quasi-municipal entity for source water or watershed protection;
- F. A transportation, power transmission, or utility right of way, provided the right of way begins, ends, or passes through some portion of above criteria.

Ownership or Eligibility to Receive Potential Credits (Section 1.7)

The Project Operator must demonstrate ownership of property and eligibility to receive potential credits by meeting at least one of the following:

- A. Own the land, the trees, and potential credits upon which the Project trees are located; or
- B. Own an easement or equivalent property interest for a public right of way within which Project trees are located, own the Project trees and credits within that easement, and accept ownership of those Project trees by assuming responsibility for maintenance and liability for them; or
- C. Have a written and signed agreement from the landowner granting ownership to the Project Operator of any credits for carbon storage or other benefits delivered by Project trees on that landowner's land. If Project trees are on private property, this agreement, or notice thereof, must be recorded in the property records of the county in which the land containing Project trees is located.

Defining the Project Area (Section 1.5)

Project Operators may include more than one planting site in a project. The initial planting of trees for all properties in a project must occur within a 36-month period or less. Project Operators may include multiple properties under one project.

Additionality (Section 4)

Project Operators must demonstrate compliance with the following additionality requirements:

• A Legal Requirements Test that declares city trees planted due to an enacted law or ordinance not eligible (Section 1.8);

- Either 1) a project-specific baseline or 2) the current version of the Registry's performance standard baseline developed in adherence with the WRI GHG Protocol (CFC Standard);
- Sign and comply with a Project Implementation Agreement with the Registry that requires a 26-year Project Duration.

Project Operators must also sign an Attestation of Additionality stating that its 26-year Project Duration commitment is additional to and longer than any commitment it makes to non-carbon project tree plantings.

Planting Designs and Quantification for Credits (Section 1.2, 10, Appendix A)

All Projects must use one of three different methods for quantifying CO₂. The quantification method used depends on the planting design. The Registry has developed spreadsheets and methods for Project Operators. The quantification methods include:

- Single Tree Quantification Method: trees planted in a dispersed or scattered design that are planted at least 10 feet apart (i.e. street trees). This method requires tracking of individual trees and tree survival for sampling and quantification.
- Clustered Quantification Method: trees planted at least 10 feet apart but are relatively contiguous and designed to create canopy over an area (i.e. park-like settings). This method requires tracking change in canopy, not individual tree survival.
- Area Reforestation Quantification Method: tree planting areas greater than 5 acres and where many trees are planted closer than 10 feet. Higher tree mortality is expected and the goals are to create canopy and a forest ecosystem. Project Operators have several quantification models to choose from, all of which produce a carbon index on a per-acre basis.

Attestation of No Net Harm and No Double Counting (Section 5)

Project Operators must sign an attestation that no project shall cause net harm and no project shall seek credits on trees, properties, or projects that have already received credits. The Project Operator must submit documentation showing no overlap of Project Trees or Project Area with any other registered urban forest carbon project.

Social Impacts (Section 11)

Project Operators will describe how the Project impacts contribute towards achievement of the global UN Sustainable Development Goals (SDGs). The Registry will supply a template to evaluate how the Project aligns with the SDGs.

Validation and Verification by Third-Party Verifiers (Sections 12)

Project compliance and quantification must be verified by a third-party verifier known as a Validation and Verification Body approved by the Registry. Protocol Appendix B provides more detail.

Issuance of Ex Ante Carbon Forward Removal Credits to Project Operator (Section 6)

The forecasted amount of CO_2 stored during the project duration is the value from which the Registry issues ex ante Carbon Forward Removal CreditsTM. To ensure performance of the credits, the Registry issues credits at five times during the 26-year Project Duration:

• 10% of projected credits after planting info@cityforestcredits.org| PO Box 20396, Seattle, WA 98102 | www.cityforestcredits.org

- 30% of projected credits at Year 4
- 30% of projected credits at Year 6
- 10% of projected credits at Year 14
- Remaining credits issued based on quantification of CO₂e at Year 26

Credits for Reversal Pool Account (Section 6.2)

The Registry will issue 95% of Project credits earned and requested and will hold 5% in the Registry's Reversal Pool Account.

Understand Reversals (Section 8)

If the Project Area loses credited carbon stock, the Project Operator must return or compensate for those credits if the tree loss is due to intentional acts or gross negligence of Project Operator. If tree loss is due to fire, pests, or other acts of god (i.e., not due to the Project Operator's intentional acts or gross negligence), the Registry covers the reversed credits from its Reversal Pool Account of credits held back from all projects.

Commit to Monitoring and Reporting (Section 7)

Project Operators must submit an annual monitoring report to the Registry every year for the Project Duration. The reports must be in writing, and the Project Operator must attest to the accuracy of the reports.

Tree Sampling, Measurement, and Imaging Requirements (Appendix A)

To ensure performance of the credits, Project Operators must commit to the following at Years 4, 6, 14, and 26 based on the appropriate quantification method.

- 1) Single Tree
 - a. <u>Initial Credit</u>: Use the carbon quantification tool which contains a worksheet called "Data Collection" for use in tracking each tree. In that file or another tree inventory system, document the GPS coordinates for each tree planted.
 - b. <u>Years 4 and 6:</u> Project Operators must generate a random sample of project tree sites using the Single Tree Quantification Tool. Project Operators must visit those sampled tree sites and collect data on whether the sample contains a live tree, standing dead tree, or no tree. Provide geocoded photos or imaging of a minimum sample of 20% of the trees. The tracking file includes a column where each tree is assigned a unique serial number to help with tracking each coordinate and tree picture or image.
 - i. Based on this data, the number and species of project trees is adjusted and a new CO2 projected amount by Year 26 is generated.
 - c. <u>Year 14:</u> Project Operators must follow the same process as stated above for Years 4 and 6, except they must also measure DBH on the sample of trees. The DBH will be used to ensure growth curve consistent with the projected CO2 storage at Year 26.
 - i. If the actual growth curves of project trees are less than was projected, the number of credits issued at Year 14 will be adjusted downward.
 - d. <u>Year 26:</u> Project Operators must generate a random sample of project trees and measure DBH on the sample of trees. The DBH will be used to calculate CO2 storage at that time. Project Operators must also submit geocoded photos of the sampled trees.

- i. Credits may be issued based on the actual CO2 storage at Year 26, minus credits already issued.
- 2) Clustered
 - a. <u>Initial Credit</u>: Use the carbon quantification tool and input data. In addition, Project Operators must provide maps of the site, with boundaries, as well as a map showing the site within a larger context of land area, such as within a neighborhood, city, or region. Project Operators must document the planting through photos or imaging. Select points and take geo-coded photos that when taken together capture the newly planted trees in the Project Area. If site is rectilinear, take a photo at each of the corners. If the site is large, take photos at points along the perimeter looking into the Project Area. If necessary to capture the trees, take photos facing each of the cardinal directions while standing in the middle of the Project Area. If site is nonrectilinear, identify critical points along property boundaries and take photographs at each point facing in towards the middle of the site. Next, take photographs from the middle of the Project Area facing out at each cardinal direction.
 - b. <u>Year 4</u>: Project Operators provide images of the Project Area from any telemetry, imaging, remote sensing, i-Tree Canopy, or UAV service, such as Google Earth and estimate the area in tree canopy cover (acres). Imaging from Google Earth with leaf-on may be used. Project Operators will calculate the percent of canopy cover from the Google Earth imaging. Projects can use i-Tree Canopy and point sampling to calculate canopy cover. Using i-Tree Canopy, continue adding points until the standard error of the estimate for both the tree and non-tree cover is less than 5%. i-Tree Canopy will supply you with the standard errors. If tree canopy cover is determined using another approach, such as image classification, a short description of the approach should be provided, as well as the QA/QC measures that were used. A tree cover classification accuracy assessment should be conducted, as with randomly placed points, and the percentage tree cover classification accuracy reported.
 - If the canopy coverage equals or exceeds 2.8% (400 trees per acre with an average canopy area of 3.14 square feet per tree (2-foot diameter of canopy) is 2.8% of an acre), then the credits projected in the Clustered Quantification Tool may be issued. If canopy coverage is below 2.8%, then the number of credits issued is reduced by the same percentage as the canopy coverage falls below 2.8%.
 - c. <u>Year 6</u>: Project Operators must follow the same process as stated above for Year 4.
 - i. If the canopy coverage equals or exceeds 11.5% (400 trees per acre with an average canopy area of 12.56 square feet per tree (4-foot diameter of canopy) is 11.5% of an acre), then the credits projected in the Clustered Parks Quantification Tool may be issued. If canopy coverage is below 11.5%, then the number of credits issued is reduced by the same percentage as the canopy coverage falls below 11.5%.
 - d. <u>Year 14</u>: Project Operators must follow the same process as stated above for Years 4 and 6.

- i. If the canopy coverage equals or exceeds 46% (400 trees per acre with an average canopy area of 50 square feet per tree (8-foot diameter of canopy) is 46% of an acre), then the credits projected in the Clustered Quantification Tool may be issued. If canopy coverage is below 46%, then the number of credits issued is reduced by the same percentage as the canopy coverage falls below 46%.
- e. <u>Year 26</u>: Project Operators must follow the same process as stated above for Years 4, 6, and 14.
 - i. If the canopy coverage equals 100% of the Project Area at project outset, the credits projected in the Clustered Quantification Tool may be issued. If canopy coverage is below 100% of the Project Area, then the number of credits issued is reduced by the same percentage as the canopy coverage falls below 100%.
- 3) Area Reforestation
 - a. <u>Initial Credit</u>: Project Operators must use local data or the GTR tables to demonstrate projected carbon storage by Year 26. In addition, Project Operators must provide maps of the site, with boundaries, as well as a map showing the site within a larger context of land area, such as within a neighborhood, city, or region. Project Operators must document the planting through photos or imaging. Select points and take geo-coded photos that when taken together capture the newly planted trees in the Project Area. If site is rectilinear, take a photo at each of the corners. If the site is large, take photos at points along the perimeter looking into the Project Area. If necessary to capture the trees, take photos facing each of the cardinal directions while standing in the middle of the Project Area. If site is non rectilinear, identify critical points along property boundaries and take photographs at each point facing in towards the middle of the site. Next, take photographs from the middle of the Project Area facing out at each cardinal direction.
 - b. <u>Year 4</u>: Project Operators must either conduct a physical tree count using plots or use imaging to determine canopy coverage at Year 4.
 - If the canopy coverage equals or exceeds 2.8% (400 trees per acre with an average canopy area of 3.14 square feet per tree (2-foot diameter of canopy) is 2.8% of an acre), then the credits projected in the Quantification Tool may be issued. If canopy coverage is below 2.8%.
 - c. <u>Year 6:</u> Project Operators must either conduct a physical tree count using plots or use imaging to determine canopy coverage at Year 6.
 - If the canopy coverage equals or exceeds 11.5% (400 trees per acre with an average canopy area of 12.56 square feet per tree (4-foot diameter of canopy) is 11.5% of an acre), then the credits projected in the Quantification Tool may be issued. If canopy coverage is below 11.5%, then the number of credits issued is reduced by the same percentage as the canopy coverage falls below 11.5%.
 - d. <u>Year 14:</u> Project Operators must either conduct a physical tree count using plots or use imaging to determine canopy coverage at Year 6.
 - i. If the canopy coverage equals or exceeds 46% (400 trees per acre with an average canopy area of 50 square feet per tree (8-foot diameter of canopy) is

46% of an acre), then the credits projected in the Quantification Tool may be issued. If canopy coverage is below 46%, then the number of credits issued is reduced by the same percentage as the canopy coverage falls below 46%.

- e. <u>Year 26:</u> Project Operators must either conduct a physical tree count using plots or use imaging to determine canopy coverage at Year 26.
 - i. If the canopy coverage equals 100% of the Project Area at project outset, the credits projected in the Clustered Parks Quantification Tool may be issued. If canopy coverage is below 100% of the Project Area, then the number of credits issued is reduced by the same percentage as the canopy coverage falls below 100%.

INSTRUCTIONS

Project Operators must complete and submit this Initial Credit Project Design Document (PDD) to request credits after the last tree in a project has been planted. City Forest Credits then reviews this PDD as part of the validation process along with all other required project documents. An approved third-party verifier then does an independent check of all documents and compliance with the Protocol known as verification. An amendment to the Project Design Document will need to be submitted for future verification at years 4, 6, 14, and 26.

The Protocol Requirements below are a list of eligibility requirements for informational purposes which are also found in more detail in the CFC Afforestation/Reforestation Protocol Version 11, dated February 24, 2023.

Project Operators should enter data and supporting attachments starting on page 9 under Project Overview where you find "[Enter text here]" as thoroughly as possible and provide numbered attachments for maps and other documentation (ex: 1 – Regional Map). Keep all instructions in the document.

Below is a list of documents that are needed to complete a successful project:

- Geospatial Location Map
- Regional Map
- Project Area Map
- Project Area Geospatial Data (shapefile or KML file)
- Geocoded Photos
- Attestation of Land Ownership or Agreement to Transfer Credits
- Attestation of Planting
- Attestation of Planting Affirmation
- Attestation of Additionality
- Attestation of No Net Harm and Attestation of No Double Counting of Credits
- No Double Counting Map
- Carbon Quantification Initial Credits Tool
- Tree Data (as appropriate per quantification method. For Cluster, list of species planted, and quantity. For Area Reforestation, documentation supporting projected carbon storage)
- Co-Benefit Quantification Initial Credits Tool
- Project or Performance Standard Baseline
- Quantifying Carbon Dioxide Storage and Co-Benefits for Urban Tree Planting Projects (Appendix A)

PROJECT OVERVIEW

Project Name: Central Texas Floodplain Reforestation Project 2023
 Project Number: 041
 Project Type: Planting Project (under the Afforestation and Reforestation Protocol – version 11, dated February 24, 2023)
 Project Start Date: February 14th, 2023
 Project Location: Central Texas (Blanco, Travis, Hays, Caldwell, and Bastrop counties)
 Project Operator Name: TreeFolks
 Project Operator Contact Information: Valerie Tamburri, Director of Reforestation and Lead Arborist Phone Number: +1 (512) 443 -5323
 Email Address: valerie@treefolks.org

Project Description

Describe overall project goals as summarized in the Project Application (2 paragraphs max). Include how many trees were planted and number of acres planted, where trees were planted, and the date range for when trees were planted.

TreeFolks' Central Texas Floodplain Reforestation Program, CTFRP, restores degraded riparian forest buffers along creeks, streams and rivers within the 100-year floodplains of Travis, Hays, Bastrop, Caldwell, Williamson, Blanco and Burnet counties. The CTFRP service area was expanded this year from six counties to seven, and now includes all counties surrounding Travis County. This season, TreeFolks partnered with private landowners, various municipalities and nonprofits, including the City of Austin Office of Sustainability, the City of Austin Watershed Protection Department, the City of Wimberley Parks and Recreation Department, the Guadalupe-Blanco River Trust and Texas Parks and Wildlife.

Through this project, TreeFolks planted 59,423 trees on 60.22 acres of public and privately owned parcels in Blanco, Travis, Hays, Caldwell, and Bastrop counties, between February 4th and 14th, 2023. Tree seedlings were planted less than 10 feet on center in order to provide canopy coverage in these degraded riparian zones. Carbon+ Credits generated from this project, with the agreement of public and private landowners, will be sold to local businesses and the City of Austin to help meet the city's carbon neutrality goals. Using funds allocated for carbon offsets to purchase local credits from these riparian plantings keeps the City of Austin's investments localized while addressing global climate change.

In addition to tree planting, 695 smaller shrubs were also planted on these properties but not included in the carbon project. The City of Austin Watershed public site was also seeded with a riparian recovery seed mix, composed of native grasses and wildflowers. In addition to herbaceous seeds, 8,330 native woody seeds were collected by staff and volunteers, in partnership with Central Texas Seed Savers, throughout the Austin area and scattered at this site in order to contribute to the seedbank.

LOCATION (Section 1.4)

Project Location

Describe the city, town, or jurisdiction where the Project is located. State which urban location criteria is met from Protocol Section 1.4.

The project is located within a planning area for a metropolitan planning agency or entity, Capital Area Council of Governments (CAPCOG). CAPCOG was formed, pursuant to the Regional Planning Act of 1965, as a voluntary organization, and its geographic boundaries are coextensive with the State of Texas Planning Region 12, which comprises the counties of Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Travis, and Williamson. TreeFolks' Central Texas Floodplain Reforestation Program currently serves seven of these ten counties (Bastrop, Blanco, Burnet, Caldwell, Hays, Travis, and Williamson).

The project includes a total of 10 sites (9 private and 1 public) located in these Central Texas counties.

The reference addresses for this project are listed below; in some cases, two reference addresses are provided for large properties:

Site #	Address	County	Parcel Number
1	562 Grape Creek Rd, Johnson City, TX 78636	Blanco	18673, 18674
2	1704 Trebled Waters Trail, Driftwood, TX 78619	Hays	R120992
3	20060 West FM 150, Driftwood, TX 78619	Hays	R11113
	(212 Darden Hill Rd, Driftwood, TX 78619)		
4	1750 N LBJ Dr, San Marcos, TX 78666	Hays	181529
	(Aquifer Oaks Trl, San Marcos, TX 78666)		
5	116 Coronado Lane, Kyle, TX 78640	Hays	R105462
6	5900 Sendero Hills Pkwy, Austin, TX 78724	Travis	214123
7	2512 N. US HWY 183, Lockhart, TX 78644	Caldwell	61214
	(3105 N HWY 183, Lockhart, TX 78644)		
8	186 Meadows Dr, Elgin, TX 78621	Bastrop	11666
9	163 Hasler Shores Drive, Bastrop, TX 78602	Bastrop	R36848
10	342 Hellinger Rd, Flatonia, TX 78941	Bastrop	86733, 87222, 88045

Project Area Maps

Provide three maps of the Project Area that illustrate the location: geospatial location, regional, and detailed. Maps should include project title, relevant urban or town boundaries, and indicate where trees were planted as a defined Project Area, and a legend. Include numbered filename of attachments (Ex: 1 Regional Map).

 Geospatial Location Data Location of planting sites for Single Tree, boundaries of Project Area for Cluster or Area Reforestation, provide as KML, KMZ, or shapefile format. Attachment: 1_Geospatial_Data-PJ041.zip

- Regional Map Attachment: 2_Regional_Map-PJ041.pdf
- Detailed Map Attachment: 3_Project_Area_Map-PJ041.pdf
- Geo-coded Photos of Project Site

Select points and take geo-coded photos that when taken together capture the newly planted trees in the Project Area. If site is rectilinear, take a photo at each of the corners. If the site is large, take photos at points along the perimeter looking into the Project Area. If necessary to capture the trees, take photos facing each of the cardinal directions while standing in the middle of the Project Area. If site is nonrectilinear, identify critical points along property boundaries and take photographs at each point facing in towards the middle of the site. Next, take photographs from the middle of the Project Area facing out at each cardinal direction. Provide photos as individual JPG files and/or embedded in a KML file.

Attachment: 4_Geocoded_Photos-PJ041.zip

OWNERSHIP OR ELIGIBILITY TO RECEIVE POTENTIAL CREDITS (Section 1.7)

Project Operator must demonstrate ownership of potential credits or eligibility to receive potential credits. If the Project Operator is not the same as the landowner of the Project Area, provide agreement(s) between Project Operator and landowner authorizing Project Operator to execute this project. Include relevant documentation including numbered filename as an attachment.

Project Area Land Ownership Explanation:

This project took place on land owned by nine separate private landowners and one public agency. TreeFolks' eligibility to receive potential credits from the plantings that took place on privately owned land was ensured through an "Agreement and Declaration of Covenants" that was attached to the deed of each landowner and filed with their respective county clerk offices. For the publicly owned land parcel, an "Agreement to Transfer Potential Credits" was signed by authorized representatives for the city.

Site #	Landowner	Parcel Number	Description/Notes Include Project Area acres for each parcel
1		18673, 18674	Privately Owned, 2.72 acres
2		R120992	Privately Owned, 0.75 acres
3		R11113	Privately Owned, 3.70 acres
4	signing on behalf of Owl Bluff Land Conservation LLC	181529	Privately Owned, 2.03 acres
5		R105462	Privately Owned, 0.19 acres
6	City of Austin	214123	Publicly Owned, 8.05 acres
7	Guadalupe-Blanco River Trust	61214	Privately Owned, 34.90 acres

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8		11666	Privately Owned, 0.28 acres
9		R36848	Privately Owned, 0.13 acres
10	signing on behalf of Abbey Grange LLC	86733, 88045, 87222	Privately Owned, 7.47 acres
		Total Project Area	60.22 acres

Attachment: 5_ Agreement_to_Transfer_Credits-PJ041.pdf

PROJECT DURATION (Section 1.3, 2.2)

Project Operator commits to the 26-year project duration requirement through a signed Project Implementation Agreement with City Forest Credits and agrees to the statement below.

Project Operator has committed to the 26-year project duration and signed a Project Implementation Agreement with City Forest Credits on April 19th, 2023.

ATTESTATION OF PLANTING AND PLANTING AFFIRMATION (Section 3)

Complete and attach the following attestations: 1) Attestation of Planting, including supporting documentary evidence of how trees were paid for and who planted them such as invoices and event photos, 2) Attestation of Planting Affirmation, signed by a representative of a participating organization that can attest to the tree planting. Provide any additional notes as relevant.

Project Operator has signed the Attestation of Planting and provided supporting documentary evidence of planting, including planting photos and tree purchase invoices. The number of plants purchased in the invoices is greater than the number of trees planted as part of the carbon project because the invoices include both smaller shrubs and trees planted as in-fill in areas with existing canopy that were not included in the Project Area, as well as tree purchased for third party plantings.

Participating organizations in the tree plantings, the City of Austin Watershed Protection Department, Superior Forestry Service INC, and the Guadalupe-Blanco River Trust have signed the Planting Affirmation.

- The City of Austin Watershed Protection Department was present for the planting event at the Travis County site (Site 6). The attested number of trees planted includes smaller shrubs and trees planted in wetland areas that were not included in the carbon project.
- The Guadalupe-Blanco River Trust was present for the planting event at the Caldwell County site (Site 7). The attested number of trees planted includes smaller shrubs that were not included in the carbon project.
- Superior Forestry Service INC was present for the plantings at all sites. The attested number of trees planted includes those at the City of Austin and Guadalupe-Blanco sites (Sites 6 and 7), as well as smaller shrubs that were not included in the carbon project.

Attachments: 6_Attestation_of_Planting-PJ041.pdf 7_Attestation_of_Planting_Affirmation-PJ041.pdf

ADDITIONALITY (Section 4)

Additionality is demonstrated by the Project in several ways, as described in the City Forest Credits Standard Section 4.9.2 and Afforestation and Reforestation Protocol. Complete and attach 1) Attestation of Additionality and 2) Project-specific baseline or Performance Standard Baseline. If Project Operator elects to use it, the Performance Standard Baseline is provided as Attachment 11 to this PDD.

Additionality is demonstrated by Project Operators per the Protocol in the following ways and in the Attestation of Additionality.

- Project trees are not required by law or ordinance to be planted (Protocol Section 1.8). See Attestation of Planting.
- The Project did not plant trees on sites that were forested and then cleared of trees within the prior ten years (Protocol Section 1.9)
- Project trees are additional based on a project-specific baseline or the Performance Standard Baseline attached to this PDD.
- Project Operator has signed a Project Implementation Agreement with City Forest Credits for 26 years.
- The 26-year Project Duration commitment is additional to and longer than any commitment our
 organization makes to non-carbon project tree plantings.
- Project Operator has signed the Attestation of Additionality.

Attachment: 8_Attestation_of_Additionality-PJ041.pdf

Attachment: 18_Performance_Standard_Baseline.pdf

PLANTING DESIGN AND CARBON QUANTIFICATION DOCUMENTATION (1.2, 10, Appendix A)

Describe the planting design and appropriate quantification method for the project – Single Tree, Clustered, or Area Reforestation. Include the project's climate zone and data collection. Outline the estimated total number of credits to be issued to the project over 26 years as well as the amount to be issued upon successful validation and verification in Year 1. Attach the quantification tool and provide the data you have collected for Project Trees.

Total number of trees planted	59,423
Project area (acres)	60.22
Total number of trees per acre	987
Credits attributed to the project (tCO2e)	6,030
Credits after mortality deduction (N/A because Area Reforestation)	N/A
Contribution to Registry Reversal Pool Account (5%) (tCO2e)	301
Total credits to be issued to the Project Operator (tCO2e)	5,728
Total credits requested to be issued in Year 1 (10% of above)	573

GHG Assertion:

Project Operator asserts that the Project results in GHG emissions mitigation of 5,728 tons CO₂e over the 26-year Project Duration. Project Operator will provide imaging of canopy growth over the Project Area, quantify tons CO₂e, and submit documentation for validation, verification, and credit issuance at info@cityforestcredits.org | PO Box 20396, Seattle, WA 98102 | www.cityforestcredits.org Years 4, 6, 14, and 26, per the Tree Planting Protocol and Area Reforestation Planting Design and Quantification Method.

Project Operator asserts that the Project results in GHG emissions mitigation of 573 tons CO_2e after initial tree planting.

Attachment: 10_South_Carbon_and_Co-benefits_Calculator-PJ041.xslx 14_Tree_Data-PJ041.xslx

Explanation of Planting Design:

TreeFolks followed the Area Reforestation Quantification Method for this project. 59,423 seedlings were planted at densities ranging from 5' x 5' spacing to 8' x 8' spacing. In total 52 different species of trees were planted. An additional 3 species of smaller shrubs (695 seedlings) were planted, but these were not included in the carbon project. All trees were planted in the South climate zone. Each planting area was subdivided into areas suitable for upland species and areas suitable for wetland species. At the time of planting these areas were then planted with trees that were specifically identified as appropriate for the site, and species lists and counts were recorded for each area.

For this project tCO2/acre was determined using the quantification methods developed by Dr. Greg McPherson for the South Central Climate Zone, a detailed description of which can be found in the Area Reforestation Method Quantification and Monitoring Standards South Central document.

Every effort was made during Project Area delineation to exclude large areas of existing canopy from the Project Area. However, in some cases, existing canopy could not be excluded due to site topography or proximity to and within the planting area. An i-Tree Canopy report was prepared for each planting site to understand the baseline level of canopy at each property and throughout the entire Project Area. From this analysis, about 3.71 acres, or 6.2% of the Project Area, was identified as having some level of pre-existing canopy. The GHG emissions mitigation quantification calculated carbon storage only for the estimated acreage without tree canopy (i.e., 56.51 acres of the 60.22-acre Project Area site). At Years 4, 6, 14, and 26, canopy goals will be adjusted relative to this observed baseline at Year 0.

Attachment:

9_CFC_Area_Reforestation_Method_Quantification_and_Monitoring_Standards_South_Central.pdf 15_iTree_Baseline_Report-PJ041.pdf

- 16_iTree_Large_Scale_Sampling_Images-PJ041
- 17_iTree_Point_CSVs-PJ041

CO-BENEFITS QUANTIFICATION DOCUMENTATION (Section 10 and Appendix A)

Summarize co-benefit quantification per year and provide supporting documentation. The Cluster Initial Credit tool includes a Co-Benefits Quantification calculator for quantifying rainfall interception, reduction of certain air compounds, and energy savings. For Area Reforestation, the Co-benefits Quantification calculator will be provided as a separate document.

Ecosystem Services	Resource Units	Value
Rainfall Interception (m3/yr)	7,047.3	\$18,432.78
Air Quality (t/yr)	1.5623	\$3,772.08
Cooling – Electricity (kWh/yr)	72,460	\$5,499.73
Heating – Natural Gas (kBtu/yr)	37,974	\$394.56
Grand Total (\$/yr)		\$28,099.15

Co-benefits were quantified using CFC's Co-Benefits Quantification Calculator. These ecosystem services represent values in avoided costs of \$28,099.15 annually when the trees reach 25 years of age. Co-benefits were quantified across the entire Project Area, including the 6.2% of Project Area with existing canopy.

Attachment: 10_South_Carbon_and_Co-benefits_Calculator-PJ041.xslx

ATTESTATION OF NO DOUBLE COUNTING OF CREDITS AND NO NET HARM (Section 5)

Complete and attach the following attestation: 1) Attestation of No Double Counting of Credits and Attestation of No Net Harm. Provide a map that includes both the Project Area and the closest registered urban forest afforestation or reforestation project based on the registered urban forest planting project database KML/Shapefile provided by CFC to demonstrate that the Project does not overlap with any existing urban forest carbon projects.

Project Operator has mapped the Project Trees against the registered urban forest planting project database and determined that there is no overlap of Project Area or Project Trees with any registered urban forest afforestation or reforestation carbon project.

Project Operator has signed the Attestation of No Double Counting of Credits and No Net Harm on June 15, 2023.

Attachment: 11_Attestation_of_No_Net_Harm_and_Attestation_of_No_Double_Counting_of_Credits-PJ041.pdf 12_No_Double_Counting_Spreadsheet-PJ041.xslx

SOCIAL IMPACTS (Section 11)

Project Operators shall use the Carbon Project Social Impacts template to evaluate how their Project aligns with the UN Sustainable Development Goals (SDGs). CFC will provide the template. Summarize the three to five main SDGs attributed to this Project.

The Central Texas Floodplain Reforestation Project 2023 plants forest buffers along degraded creeks, streams, and rivers on public and private land. The program goals are to enhance regional cooling through new tree canopy, sequester CO2, mitigate flooding effects from stormwater runoff, increase infiltration rates, improve air & water quality, and create critical wildlife habitat. The trees planted are protected for at least 25 years through a deed, which prohibits the removal of trees before then. The new trees will provide shade along waterways that are currently lacking tree canopy and rebalance the ecosystem.

TreeFolks selects native trees appropriate to the Central Texas climate zone and creates detailed planting plans for each specific site, according to their eco-region and further differentiates planting areas by Upland and Wetland areas to ensure trees are planted in their appropriate zones. This not only helps ensure the survival of the trees, but also considers the warming climate.

Planting native trees, along with encouraging landowners to plant native grasses and wildflower mixes, contributes to improving soil health on floodplain properties. Livestock must be fenced out of planting areas, which reduces soil compaction and allows vegetation to recover. Wildflowers and trees contribute food resources for pollinators and restore wildlife corridors along and within creeks and streams. By increasing the width of the riparian buffer this project will help enhance the quality of the aquatic habitat by filtering nutrients, pesticides, and animal waste from land runoff, providing additional shade and shelter, and eventually by supplying large and small pieces of woody debris that provide habitat for fish, invertebrates, and amphibians.

Attachment: 13_Social_Impacts-PJ041.pdf

MONITORING AND REPORTING (Section 7)

Throughout the Project Duration, the Project Operator must report on tree conditions across the Project Area through annual reports and with more detailed data at Years 4, 6, 14, and 26.

Monitoring Reports

Project Operator is required to submit an annual monitoring report on the anniversary of the date of the first Verification Report. For example, if the verification report is dated January 31, 2023, the first monitoring report will be due by January 31, 2024 and each January 31st thereafter for the duration of the project. CFC will provide the due dates for future monitoring reports to Project Operators after the first verification report is approved. Project Operators must submit reports in writing and must attest to the accuracy of the reports. The reports must contain any changes in eligibility status of the Project Operator and any significant tree loss. The information includes updates to land ownership, changes to project design, changes in implementation or management and changes in tree or canopy loss.

Future Project Design Documents and Reporting

Project Operator is required to submit an updated Project Design Document at Years 4, 6, 14, and 26, as well as sampling, measurement of trees or canopy coverage, and/or quantification of CO₂e. Project Operators will submit the updated documentation for request of credit issuance in lieu of a monitoring report that year.

Monitoring Plans

Confirm and describe your plans for annual monitoring of this project and specifics on how sampling, measurement, and imaging (see Protocol Requirements and Appendix A) will be conducted based on your project's quantification method.

For the annual monitoring reports TreeFolks will assess if there has been any areas of significant tree loss through satellite imagery interpretation of the project areas. A baseline iTree Canopy assessment was run for each site, the results of which will be used to monitor for canopy expansion during verification years, through repeat iTree Canopy assessments.

Attachments: 14_Tree_Data-PJ041.xlsx 15_iTree_Baseline_Report-PJ041.pdf 16_iTree_Large_Scale_Sampling_Images-PJ041.zip 17_iTree_Point_CSVs-PJ041.zip 19_Quantifying_Carbon_Dioxide_Storage_and_Co-Benefits_for_Urban_Tree_Planting_Projects.pdf

PROJECT OPERATOR SIGNATURE

Signed on July 13 in 2023, by Valerie Tamburri, Director of Reforestation & Lead Arborist, for TreeFolks.

Signature

Valerie Tamburri 512-443-5323 valerie@treefolks.org

ATTACHMENTS

Update the attachments list as appropriate for your project.

- 1_Geospatial_Data-PJ041.zip
- 2_Regional_Map-PJ041
- 3_Project_Area_Map-PJ041
- 4_Geocoded_Photos-PJ041
- 5_Agreement_to_Transfer_Credits-PJ041
- 6_Attestation_of_Planting-PJ041
- 7_Attestation_of_Planting_Affirmation-PJ041
- 8_Attestation_of_Additionality-PJ041
- 9_CFC_Area_Reforestation_Method_Quantification_and_Monitoring_Standards_South_Central
- 10_South_Carbon_and_Co-Benefits_Calculator-PJ041
- 11_Attestation_of_No_Net_Harm_and_No_Double_Counting_of_Credits-PJ041
- 12_No_Double_Counting_Spreadsheet-PJ041
- 13_Social_Impacts-PJ041
- 14_Tree_Data-PJ041
- 15_iTree_Baseline_Report-PJ041
- 16_iTree_Large_Scale_Sampling_Images-PJ041
- 17_iTree_Point_CSVs-PJ041
- 18_Performance_Standard_Baseline
- 19_Quantifying_Carbon_Dioxide_Storage_and_Co-Benefits_for_Urban_Tree_Planting_Projects

Attachment 18

PERFORMANCE STANDARD BASELINE METHODOLOGY (Standard, Section 4)

There is a second additionality methodology set out in the WRI GHG Protocol guidelines – the Performance Standard methodology. This Performance Standard essentially allows the project developer, or in our case, the developers of the protocol, to create a performance standard baseline using the data from similar activities over geographic and temporal ranges.

The common perception, particularly in the United States, is that projects must meet a project specific test. Project-specific additionality is easy to grasp conceptually. The 2014 Climate Action Reserve urban forest protocol essentially uses project-specific requirements and methods.

However, the WRI GHG Protocol clearly states that <u>either</u> a project-specific test or a performance standard baseline is acceptable.¹ One key reason for this is that regional or national data can give a <u>more accurate</u> picture of existing activity than a narrow focus on one project or organization.

Narrowing the lens of additionality to one project or one tree-planting entity can give excellent data on that project or entity, which data can also be compared to other projects or entities (common practice). But plucking one project or entity out of its regional or national context ignores all comparable regional or national data. And that regional or national data may give a more accurate standard than data from one project or entity.

By analogy: one pixel on a screen may be dark. If all you look at is the dark pixel, you see darkness. But the rest of screen may consist of white pixels and be white. Similarly, one active tree-planting organization does not mean its trees are additional on a regional basis. If the region is losing trees, the baseline of activity may be negative regardless of what one active project or entity is doing. Here is the methodology described in the WRI GHG Protocol to determine a Performance Standard baseline, together with the application of each factor to urban forestry:

WRI Performance Standard Factor	As Applied to Urban Forestry
Describe the project activity	Increase in urban trees
Identify the types of candidates	Cities and towns, quasi-governmental entities like utilities, watersheds, and educational institutions, and private property owners
Set the geographic scope (a national scope is explicitly approved as the starting point)	Could use national data for urban forestry, or regional data
Set the temporal scope (start with 5-7 years and justify longer or shorter)	Use 4-7 years for urban forestry

Table 2.1 Performance Standard Factors

¹ WRI GHG Protocol, Chapter 2.14 at 16 and Chapter 3.2 at 19.

Identify a list of multiple baseline candidates	Many urban areas, which could be blended
	mathematically to produce a performance
	standard baseline

The Performance Standard methodology approves of the use of data from many different baseline candidates. In the case of urban forestry, those baseline candidates are other urban areas.²

As stated above, the project activity defined is obtaining an increase in urban trees. The best data to show the increase in urban trees via urban forest project activities is national or regional data on tree canopy in urban areas. National or regional data will give a more comprehensive picture of the relevant activity (increase in urban trees) than data from one city, in the same way that a satellite photo of a city shows a more accurate picture of tree canopy in a city than an aerial photo of one neighborhood. Tree canopy data measures the tree cover in urban areas, so it includes multiple baseline candidates such as city governments and private property owners. Tree canopy data, over time, would show the increase or decrease in tree cover.

Data on Tree Canopy Change over Time in Urban Areas

The CFC quantitative team determined that there were data on urban tree canopy cover with a temporal range of four to six years available from four geographic regions. The data are set forth below:

	Abs Change	Relative Change UTC	Ann. Rate	Ann. Rate (m2	
City	UTC (%)	(%)	(ha UTC/yr)	UTC/cap/yr)	Data Years
EAST					
Baltimore, MD	-1.9	-6.3	-100	-1.5	(2001–2005)
Boston, MA	-0.9	-3.2	-20	-0.3	(2003–2008)
New York, NY	-1.2	-5.5	-180	-0.2	(2004–2009)
Pittsburgh, PA	-0.3	-0.8	-10	-0.3	(2004–2008)
Syracuse, NY	1.0	4.0	10	0.7	(2003–2009)
Mean changes	-0.7	-2.4	-60.0	-0.3	
Std Error	0.5	1.9	35.4	0.3	
SOUTH					
Atlanta, GA	-1.8	-3.4	-150	-3.1	(2005–2009)
Houston, TX	-3.0	-9.8	-890	-4.3	(2004–2009)
Miami, FL	-1.7	-7.1	-30	-0.8	(2003–2009)
Nashville, TN	-1.2	-2.4	-300	-5.3	(2003–2008)
New Orleans, LA	-9.6	-29.2	-1120	-24.6	(2005-2009)
Mean changes	-3.5	-10.4	-160.0	-7.6	

Table 2.2 Changes in Urban Tree Canopy (UTC) by Region (from Nowak and Greenfield, 2012, see footnote 7)

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² See Nowak, et al. *"Tree and Impervious Cover Change in U.S. Cities,"* Urban Forestry and Urban Greening, 11 (2012), 21-30

City	Abs Change UTC (%)	Relative Change UTC (%)	Ann. Rate (ha UTC/yr)	Ann. Rate (m2 UTC/cap/yr)	Data Years
Std Error	1.6	4.9	60.5	4.3	
MIDWEST					
Chicago, IL	-0.5	-2.7	-70	-0.2	(2005–2009)
Detroit, MI	-0.7	-3.0	-60	-0.7	(2005–2009)
Kansas City, MO	-1.2	-4.2	-160	-3.5	(2003–2009)
Minneapolis, MN	-1.1	-3.1	-30	-0.8	(2003–2008)
Mean changes	-0.9	-3.3	-80.0	-1.3	
Std Error	0.2	0.3	28.0	0.7	
WEST					
Albuquerque, NM	-2.7	-6.6	-420	-8.3	(2006–2009)
Denver, CO	-0.3	-3.1	-30	-0.5	(2005–2009)
Los Angeles, CA	-0.9	-4.2	-270	-0.7	(2005–2009)
Portland, OR	-0.6	-1.9	-50	-0.9	(2005–2009)
Spokane, WA	-0.6	-2.5	-20	-1.0	(2002–2007)
Tacoma, WA	-1.4	-5.8	-50	-2.6	(2001–2005)
Mean changes	-1.1	-4.0	-140.0	-2.3	
Std Error	0.4	0.8	67.8	1.2	

These data have been updated by Nowak and Greenfield.³ The 2012 data show that urban tree canopy is experiencing negative growth in all four regions. The 2018 data document continued loss of urban tree cover.

Table 3 of the 2018 article shows data for all states, with a national loss of urban and community tree cover of 175,000 acres per year during the study years of 2009-2014.

To put this loss in perspective, the total land area of urban and community tree cover loss during the study years totals 1,367 square miles – equal to the combined land area of New York City, Atlanta, Philadelphia, Miami, Boston, Cleveland, Pittsburgh, St. Louis, Portland, OR, San Francisco, Seattle, and Boise.

Even though there may be individual tree planting activities that increase the number of urban trees within small geographic locations, the performance of activities to increase tree cover shows a negative baseline. The Drafting Group did not use negative baselines for the Tree Planting Protocol, but determined to use baselines of zero.

Deployment of the Performance Standard baseline methodology for a City Forest Planting Protocol is supported by conclusions that make sense and are anchored in the real world:

• With the data showing that tree loss exceeds gains from planting, new plantings are justified as additional to that decreasing canopy baseline. In fact, the negative baseline would justify as additional any trees that are protected from removal.

³ Nowak et al. 2018. "Declining Urban and Community Tree Cover in the United States," *Urban Forestry and Urban Greening*, 32, 32-55

- Because almost no urban trees are planted now with carbon as a decisive factor, urban tree planting done to sequester carbon is additional;
- Almost no urban trees are currently planted with a contractual commitment for monitoring. Maintenance of trees is universally an intention, one that is frequently reached when budgets are cut, as in the Covid-19 era. The 25-year commitment required by this Protocol is entirely additional to any practice in place in the U.S. and will result in substantial additional trees surviving to maturity;
- Because the urban forest is a public resource, and because public funding falls far short of maintaining tree cover and stocking, carbon revenues will result in additional trees planted or in maintenance that will result in additional trees surviving to maturity;
- Because virtually all new large-scale urban tree planting is conducted by governmental entities or non-profits, or by private property developers complying with governmental regulations (which would not be eligible for carbon credits under our protocol), and because any carbon revenues will defray only a portion of the costs of tree planting, there is little danger of unjust enrichment to developers of city forest carbon projects.

Last, The WRI GHG Protocol recognizes explicitly that the principles underlying carbon protocols need to be adapted to different types of projects. The WRI Protocol further approves of balancing the stringency of requirements with the need to encourage participation in desirable carbon projects:

Setting the stringency of additionality rules involves a balancing act. Additionality criteria that are too lenient and grant recognition for "non-additional" GHG reductions will undermine the GHG program's effectiveness. On the other hand, making the criteria for additionality too stringent could unnecessarily limit the number of recognized GHG reductions, in some cases excluding project activities that are truly additional and highly desirable. In practice, no approach to additionality can completely avoid these kinds of errors. Generally, reducing one type of error will result in an increase of the other. Ultimately, there is no technically correct level of stringency for additionality rules. GHG programs may decide based on their policy objectives that it is better to avoid one type of error than the other.⁴

The policy considerations weigh heavily in favor of "highly desirable" planting projects to reverse tree loss for the public resource of city forests.

⁴ WRI GHG Protocol, Chapter 3.1 at 19.

Attachment 19

QUANTIFYING CARBON DIOXIDE STORAGE AND CO-BENEFITS FOR URBAN TREE PLANTING PROJECTS (Appendix A)

Introduction

Ecoservices provided by trees to human beneficiaries are classified according to their spatial scale as global and local (Costanza 2008) (citations for Part Two are listed in References). Removal of carbon dioxide (CO₂) from the atmosphere by urban forests is global because the atmosphere is so well-mixed it does not matter where the trees are located. The effects of urban forests on building energy use is a local-scale service because it depends on the proximity of trees to buildings.

To quantify these and other ecoservices City Forest Credits (CFC) has relied on peer-reviewed research that has combined measurements and modeling of urban tree biomass, and effects of trees on building energy use, rainfall interception, and air quality. CFC has used the most current science available on urban tree growth in its estimates of CO₂ storage (McPherson et al., 2016a). CFC's quantification tools provide estimates of co-benefits after 25 years in Resource Units (i.e., kWh of electricity saved) and dollars per year. Values for co-benefits are first-order approximations extracted from the i-Tree Streets (i-Tree Eco) datasets for each of the 16 U.S. reference cities/climate zones

(<u>https://www.itreetools.org/tools/i-tree-eco</u>) (Maco and McPherson, 2003). Modeling approaches and error estimates associated with quantification of CO₂ storage and co-benefits have been documented in numerous publications (see References below) and are summarized here.

Carbon Dioxide Storage

Project Operators must use one of three different methods for quantifying carbon dioxide (CO2) storage in urban forest carbon projects. Selection of the quantification method depends on the planting project design:

- Single Tree Method trees planted in a dispersed or scattered design and that are planted at least 10 feet apart (i.e. street trees). This method requires tracking of individual trees and tree survival for sampling and quantification.
- Clustered Method to trees planted at least 10 feet apart but are relatively contiguous and designed to create canopy over an area (i.e park-like settings). This method requires tracking change in canopy, not individual tree survival
- Area Reforestation Method tree planting areas greater than 5 acres and where many trees are planted closer than 10 feet. Higher tree mortality is expected and the goals are to create canopy and a forest ecosystem. Project Operators have several quantification models to choose from, all of which produce a carbon index on a per-acre basis.

In all cases, the estimated amount of CO2 stored 26-years after planting is calculated. The forecasted amount of CO2 stored during this time is the value from which the Registry issues ex ante Carbon Forward Removal Credits.TM

To ensure performance of the credits, the Registry issues Carbon Forward Removal Credits at five times during the 26-year Project Duration:

• 10% after planting

- 30% in Year 4, after sampling and mortality check or imaging and calculating canopy
- 30% in Year 6, after sampling and mortality check or imaging and calculating canopy
- 10% in Year 14, after measuring sampled trees or imaging and calculating canopy and
- "True-up" credits at the end of the initial Project Duration in Year 26, when CO2e is quantified from tree measurement and final credits are issued for CO2e stored minus credits already issued.

The mortality checks at Years 4 and 6 correspond to nationality mortality data that shows increased survival rates after three years and six years.

The Registry will issue 95% of Project Credits earned and will hold 5% of total credits in the Registry's Reversal Pool Account. This 5% Reversal Pool Account deduction is applied in all three quantification methods before calculation of any crediting, with these funds going into a program-wide pool to insure against unavoidable reversals due to catastrophic loss of trees.

All ex-ante Carbon Forward Removal Credits convert to ex post City Forest Carbon+ Credits at Year 26 and are marked in the registry of credits.

Scientific Basis for Carbon Dioxide Quantification

Estimates of stored (amount accumulated over many years) and sequestered CO_2 (i.e., net amount stored by tree growth over one year) are based on the U.S. Forest Service's recently published technical manual and the extensive Urban Tree Database (UTD), which catalogs urban trees with their projected growth tailored to specific geographic regions (McPherson et al. 2016a, b). The products are a culmination of 14 years of work, analyzing more than 14,000 trees across the United States. Whereas prior growth models typically featured only a few species specific to a given city or region, the newly released database features 171 distinct species across 16 U.S. climate zones. The trees studied also spanned a range of ages with data collected from a consistent set of measurements. Advances in statistical modeling have given the projected growth dimensions a level of accuracy never before seen. Moving beyond just calculating a tree's diameter or age to determine expected growth, the research incorporates 365 sets of tree growth equations to project growth.

Users select their climate zone from the 16 U.S. climate zones (Fig. 1). Calculations of CO_2 stored are for a representative species for each tree-type that was one of the predominant street tree species per reference city (Peper et al., 2001). The "Reference city" refers to the city selected for intensive study within each climate zone (McPherson, 2010). About 20 of the most abundant species were selected for sampling in each reference city. The sample was stratified into nine diameter at breast height (DBH) classes (0 to 7.6, 7.6 to 15.2, 15.2 to 30.5, 30.5 to 45.7, 45.7 to 61.0, 61.0 to 76.2, 76.2 to 91.4, 91.4 to 106.7, and >106.7 cm). Typically 10 to 15 trees per DBH class were randomly chosen. Data were collected for 16 to 74 trees in total from each species. Measurements included: species name, age, DBH [to the nearest 0.1 cm (0.39 in)], tree height [to the nearest 0.5 m (1.64 ft.)], crown height [to the nearest 0.5 m (1.64 ft.)], and crown diameter in two directions [parallel and perpendicular to nearest street to the nearest 0.5 m (1.64 ft.)]. Tree age was determined from local residents, the city's urban forester, street and home construction dates, historical planting records, and aerial and historical photos.



Figure 1. Climate zones of the United States and Puerto Rico were aggregated from 45 Sunset climate zones into 16 zones. Each zone has a reference city where tree data were collected. Sacramento, California was added as a second reference city (with Modesto) to the Inland Valleys zone. Zones for Alaska, Puerto Rico and Hawaii are shown in the insets (map courtesy of Pacific Southwest Research Station).

Species Assignment by Tree-Type

Representative species for each tree-type in the South climate zone (reference city is Charlotte, NC) are shown in Table 1. They were chosen because extensive measurements were taken on them to generate growth equations, and their mature size and form was deemed typical of other trees in that tree-type. Representative species were not available for some tree-types because none were measured. In that case, a species of similar mature size and form from the same climate zone was selected, or one from another climate zone was selected. For example, no Broadleaf Evergreen Large (BEL) species was measured in the South reference city. Because of its large mature size, *Quercus nigra* was selected to represent the BEL tree-type, although it is deciduous for a short time. *Pinus contorta*, which was measured in the PNW climate zone, was selected for the CES tree-type, because no CES species was measured in the South.

Table 1. Nine tree-types and abbreviations. Representative species assigned to each tree-type in the South climate zone are listed. The biomass equations (species, urban general broadleaf [UGB], urban general conifer [UGC]) and dry weight density (kg/m³) used to calculate biomass are listed for each tree-type.

Tree-Type	Tree-Type Abbreviation	Species Assigned	DW Density	Biomass Equations
Brdlf Decid Large (>50 ft)	BDL	Quercus phellos	600	Quercus macrocarpa ¹
Brdlf Decid Med (30-50 ft)	BDM	Pyrus calleryana	600	UGB ²
Brdlf Decid Small (<30 ft)	BDS	Cornus florida	545	UGB ²
Brdlf Evgrn Large (>50 ft)	BEL	Quercus nigra	797	UGB ²

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Brdlf Evgrn Med (30-50 ft)	BEM	Magnolia grandiflora	523	UGB ²	
Brdlf Evgrn Small (<30 ft)	BES	Ilex opaca	580	UGB ²	
Conif Evgrn Large (>50 ft)	CEL	Pinus taeda	389	UGC ²	
Conif Evgrn Med (30-50 ft)	CEM	Juniperus virginiana	393	UGC ²	
Conif Evgrn Small (<30 ft)	CES	Pinus contorta	397	UGC ²	
¹ from Lefsky, M., & McHale, M.,2008. ² from Aguaron, E., & McPherson, E. G., 2012					

Calculating Biomass and Carbon Dioxide Stored

To estimate CO₂ stored, the biomass for each tree-type was calculated using urban-based allometric equations because open-growing city trees partition carbon differently than forest trees (McPherson et al., 2017a). Input variables included climate zone, species, and DBH. To project tree size at 25-years after planting, we used DBH obtained from UTD growth curves for each representative species.

Biomass equations were compiled for 26 open-grown urban trees species from literature sources (Aguaron and McPherson, 2012). General equations (Urban Gen Broadleaf and Urban Gen Conifer) were developed from the 26 urban-based equations that were species specific (McPherson et al., 2016a). These equations were used if the species of interest could not be matched taxonomically or through wood form to one of the urban species with a biomass equation. Hence, urban general equations were an alternative to applying species-specific equations because many species did not have an equation.

These allometric equations yielded aboveground wood volume. Species-specific dry weight (DW) density factors (Table 1) were used to convert green volume into dry weight (7a). The urban general equations required looking up a dry weight density factor (in Jenkins et al. 2004 first, but if not available then the Global Wood Density Database). The amount of belowground biomass in roots of urban trees is not well researched. This work assumed that root biomass was 28% of total tree biomass (Cairns et al., 1997; Husch et al., 2003; Wenger, 1984). Wood volume (dry weight) was converted to C by multiplying by the constant 0.50 (Leith, 1975), and C was converted to CO_2 by multiplying by 3.667.

Error Estimates and Limitations

The lack of biometric data from the field remains a serious limitation to our ability to calibrate biomass equations and assign error estimates for urban trees. Differences between modeled and actual tree growth adds uncertainty to CO_2 sequestration estimates. Species assignment errors result from matching species planted with the tree-type used for biomass and growth calculations. The magnitude of this error depends on the goodness of fit in terms of matching size and growth rate. In previous urban studies the prediction bias for estimates of CO_2 storage ranged from -9% to +15%, with inaccuracies as much as 51% RMSE (Timilsina et al., 2014). Hence, a conservative estimate of error of ± 20% can be applied to estimates of total CO_2 stored as an indicator of precision.

Co-Benefit: Energy Savings

Trees and forests can offer energy savings in two important ways. In warmer climates or hotter months, trees can reduce air conditioning bills by keeping buildings cooler through reducing regional air temperatures and offering shade. In colder climates or cooler months, trees can confer savings on the fuel needed to heat buildings by reducing the amount of cold winds that can strip away heat.

Energy conservation by trees is important because building energy use is a major contributor to greenhouse gas emissions. Oil or gas furnaces and most forms of electricity generation produce CO₂ and other pollutants as by-products. Reducing the amount of energy consumed by buildings in urban areas is one of the most effective methods of combatting climate change. Energy consumption is also a costly burden on many low-income families, especially during mid-summer or mid-winter. Furthermore, electricity consumption during mid-summer can sometimes over-extend local power grids leading to rolling brownouts and other problems.

Energy savings are calculated through numerical models and simulations built from observational data on proximity of trees to buildings, tree shapes, tree sizes, building age classes, and meteorological data from McPherson et al. (2017) and McPherson and Simpson (2003). The main parameters affecting the overall amount of energy savings are crown shape, building proximity, azimuth, local climate, and season. Shading effects are based on the distribution of street trees with respect to buildings recorded from aerial photographs for each reference city (McPherson and Simpson, 2003). If a sampled tree was located within 18 m of a conditioned building, information on its distance and compass bearing relative to a building, building age class (which influences energy use) and types of heating and cooling equipment were collected and used as inputs to calculate effects of shade on annual heating and cooling energy effects. Because these distributions were unique to each city, energy values are considered first-order approximations.

In addition to localized shade effects, which were assumed to accrue only to trees within 18 m of a building, lowered air temperatures and windspeeds from increased neighborhood tree cover (referred to as climate effects) can produce a net decrease in demand for winter heating and summer cooling (reduced wind speeds by themselves may increase or decrease cooling demand, depending on the circumstances). Climate effects on energy use, air temperature, and wind speed, as a function of neighborhood canopy cover, were estimated from published values for each reference city. The percentages of canopy cover increase were calculated for 20-year-old large, medium, and small trees, based on their crown projection areas and effective lot size (actual lot size plus a portion of adjacent street and other rights-of-way) of 10,000 ft² (929 m²), and one tree on average was assumed per lot. Climate effects were estimated by simulating effects of wind and air-temperature reductions on building energy use.

In the case of urban Tree Preservation Projects, trees may not be close enough to buildings to provide shading effects, but they may influence neighborhood climate. Because these effects are highly site-specific, we conservatively apply an 80% reduction to the energy effects of trees for Preservation Projects.

Energy savings are calculated as a real-dollar amount. This is calculated by applying overall reductions in oil and gas usage or electricity usage to the regional cost of oil and gas or electricity for residential customers. Colder regions tend to see larger savings in heating and warmer regions tend to see larger savings in cooling.

Error Estimates and Limitations

Formulaic errors occur in modeling of energy effects. For example, relations between different levels of tree canopy cover and summertime air temperatures are not well-researched. Another source of error stems from differences between the airport climate data (i.e., Los Angeles International Airport) used to model energy effects and the actual climate of the study area (i.e., Los Angeles urban area). Because of

the uncertainty associated with modeling effects of trees on building energy use, energy estimates may be accurate within ± 25 percent (<u>Hildebrandt & Sarkovich, 1998</u>).

Co-Benefit: Rainfall Interception

Forest canopies normally intercept 10-40% of rainfall before it hits the ground, thereby reducing stormwater runoff. The large amount of water that a tree crown can capture during a rainfall event makes tree planting a best management practice for urban stormwater control.

City Forest Credits uses a numerical interception model to calculate the amount of annual rainfall intercepted by trees, as well as throughfall and stem flow (Xiao et al., 2000). This model uses species-specific leaf surface areas and other parameters from the Urban Tree Database. For example, deciduous trees in climate zones with longer "in-leaf" seasons will tend to intercept more rainfall than similar species in colder areas shorter foliation periods. Model results were compared to observed patterns of rainfall interception and found to be accurate. This method quantifies only the amount of rainfall intercepted by the tree crown, and does not incorporate surface and subsurface effects on overland flow.

The rainfall interception benefit was priced by estimating costs of controlling stormwater runoff. Water quality and/or flood control costs were calculated per unit volume of runoff controlled and this price was multiplied by the amount of rainfall intercepted annually.

Error Estimates and Limitations

Estimates of rainfall interception are sensitive to uncertainties regarding rainfall patterns, tree leaf area and surface storage capacities. Rainfall amount, intensity and duration can vary considerably within a climate zone, a factor not considered by the model. Although tree leaf area estimates were derived from extensive measurements on over 14,000 street trees across the U.S. (McPherson et al., 2016a), actual leaf area may differ because of differences in tree health and management. Leaf surface storage capacity, the depth of water that foliage can capture, was recently found to vary threefold among 20 tree species (Xiao & McPherson, 2016). A shortcoming is that this model used the same value (1 mm) for all species. Given these limitations, interception estimates may have uncertainty as great as ± 20 percent.

Co-Benefit: Air Quality

The uptake of air pollutants by urban forests can lower concentrations and affect human health (<u>Derkzen et al., 2015</u>; <u>Nowak et al., 2014</u>). However, pollutant concentrations can be increased if the tree canopy restricts polluted air from mixing with the surrounding atmosphere (<u>Vos et al., 2013</u>). Urban forests are capable of improving air quality by lowering pollutant concentrations enough to significantly affect human health. Generally, trees are able to reduce ozone, nitric oxides, and particulate matter. Some trees can reduce net volatile organic compounds (VOCs), but others can increase them through natural processes. Regardless of the net VOC production, urban forests usually confer a net positive benefit to air quality. Urban forests reduce pollutants through dry deposition on surfaces and uptake of pollutants into leaf stomata.

A numerical model calculated hourly pollutant dry deposition per tree at the regional scale using deposition velocities, hourly meteorological data and pollutant concentrations from local monitoring stations (Scott et al., 1998). The monetary value of tree effects on air quality reflects the value that society places on clean air, as indicated by willingness to pay for pollutant reductions. The monetary value of air quality effects were derived from models that calculated the marginal damage control costs info@cityforestcredits.org PO Box 20396, Seattle, WA 98102 | www.cityforestcredits.org

of different pollutants to meet air quality standards (Wang and Santini 1995). Higher costs were associated with higher pollutant concentrations and larger populations exposed to these contaminants.

Error Estimates and Limitations

Pollutant deposition estimates are sensitive to uncertainties associated with canopy resistance, resuspension rates and the spatial distribution of air pollutants and trees. For example, deposition to urban forests during warm periods may be underestimated if the stomata of well-watered trees remain open. In the model, hourly meteorological data from a single station for each climate zone may not be spatially representative of conditions in local atmospheric surface layers. Estimates of air pollutant uptake may be accurate within ± 25 percent.

Conclusions

Our estimates of carbon dioxide storage and co-benefits reflect an incomplete understanding of the processes by which ecoservices are generated and valued (Schulp et al., 2014). Our choice of co-benefits to quantify was limited to those for which numerical models were available. There are many important benefits produced by trees that are not quantified and monetized. These include effects of urban forests on local economies, wildlife, biodiversity and human health and well-being. For instance, effects of urban trees on increased property values have proven to be substantial (Anderson & Cordell, 1988). Previous analyses modeled these "other" benefits of trees by applying the contribution to residential sales prices of a large front yard tree (0.88%) (McPherson et al., 2005). We have not incorporated this benefit because property values are highly variable. It is likely that co-benefits reported here are conservative estimates of the actual ecoservices resulting from local tree planting projects.

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Attachments

Agreement to Collaborate

Project Area Map

Regional Area Map

Attestation of Planting

Attestation of Planting Affirmation

Attestation of No Double Counting and No Net Harm

Attestation of Additionality

Carbon Quantification Initial Credit Tool

Tree Planting Data

Social Impacts

Agreement to Collaborate

Agreements to Transfer Potential Credits

Central Texas Floodplain Reforestation Project 2023

Site 1: Agreement and Declaration of Covenants (Blanco County, Private)	. 1
Site 2: Agreement and Declaration of Covenants (Hays County, Private)	. 8
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Site 6: Agreement to Transfer Potential Credits (Travis County, Public)	32
Site 7: Agreement and Declaration of Covenants (Caldwell County, Private)	37
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Note:

For some properties, the boundaries of the Project Area (as depicted in Attachment 3 - Project Area Maps) differ from those in their respective Agreement to Collaborate. The changes to the Project Area happened subsequent to the Agreements being signed. In all cases where such changes occurred, the change was a reduction of Project Area, rather than an increase, so the updated Project Area is still entirely covered by the terms of the respective Agreement.

AGREEMENT AND DECLARATION OF COVENANTS

______ topEFD (FDIT is made this 2 day of 5EPT, 2022, by ______, hereinafter called "Landowner," and accepted by TreeFolks, a Texas nonprofit corporation, hereinafter sometimes referred to as "Project Operator."

WHEREAS, Landowner is the owner of a tract of land consisting of <u>168</u> acres, more or less, located in <u>BLANCO</u> County, Texas, as more particularly described on Exhibit "A" attached hereto, hereafter referred to as the "Property," and,

WHEREAS, Landowner desires to participate in the Central Texas Floodplain Reforestation Program, which is a collaborative effort between TreeFolks, the City of Austin, and City Forest Credits of Seattle, Washington, and which is designed to restore riparian areas and thereby enhance air and water quality, provide wildlife habitat, mitigate floods and droughts, and increase the resilience of the ecosystem, and,

WHEREAS, TreeFolks desires to provide trees, planting services, and consultation services to Landowner at no charge, and Landowner desires to allow the planting of such trees on the Property and, as provided herein, commits to allow the trees to remain on the Property for a period of at least twenty-six (26) years, and,

WHEREAS, Landowner desires to transfer to TreeFolks all of Landowner's rights to receive and interest in the carbon credits that will be generated by this reforestation project on the Property and may be issued by City Forest Credits, which credits are expected to be sold by TreeFolks to the City of Austin or other entities and proceeds used to fund future tree plantings.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the mutual receipt of which is hereby acknowledged, Landowner hereby declares that the Property is and shall be held, transferred, sold, conveyed, and occupied subject to the terms and conditions hereinafter set forth:

1. During the period of time beginning on the date of this Agreement and ending twenty-six (26) years thereafter on the twenty-sixth anniversary of the date of this Agreement, the trees planted on the Property by TreeFolks or its representatives shall not be removed, harvested, or intentionally damaged by Landowner or Landowner's assignees or successors in interest, and such parties will not take any action that would result in damage to or destruction of the trees. If the Landowner cuts, harvests, or damages the trees for any reasons other than those specified in Section 6, or if it defaults for other reasons, it shall compensate TreeFolks in an amount not to exceed \$3,144 per acre of land where trees are cut, harvested, or damaged or where a Tree Project cannot continue.

2. TreeFolks agrees to provide and arrange for the planting of trees on the Property as outlined in Exhibit "A" in areas that are acceptable to Landowner and to TreeFolks, and Landowner agrees to allow the planting of such trees on the Property.

3. Landowner hereby assigns, transfers, and conveys to TreeFolks all of Landowner's interests in and rights to any and all carbon credits that may be issued by City Forest Credits or any other issuer of such credits as a result of the planting of the trees pursuant to this Agreement. Landowner acknowledges that TreeFolks intends to receive such credits and then re-sell the credits to the City of Austin or other entity of such credits for funds that will be paid to TreeFolks in return for the sale of the credits by TreeFolks.

4. Subject to the foregoing, the terms of this Agreement shall run with the land and shall be binding upon Landowner, Landowner's successors and assigns, and all parties claiming by, through, or under Landowner shall be taken to hold, agree, and covenant with Landowner, its successors and assigns, to conform to and observe

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the terms and conditions of this Agreement as to the preservation of the trees planted pursuant to this Agreement, and Landowner, its successors and assigns, as well as Project Operator, the City of Austin, and their successors and assigns, shall have the right to enforce this Agreement, including the right to sue for and obtain an injunction prohibitive or mandatory, to prevent the breach of this Agreement, without any showing of special damages.

5. This Agreement shall run with the land until the twenty-sixth anniversary of the date of this Agreement, after which time it shall automatically terminate. This Agreement may not be amended in whole or in part except by written agreement of the Landowner and the Project Operator.

6. Nothing herein shall be construed to entitle any party to institute any enforcement proceedings against Landowner for any changes to the Property due to causes beyond Landowner's control, such as changes caused by fire, flood, storm, earthquake, or the unauthorized wrongful acts of third persons. If either party is in default of this agreement, the other party may notify the defaulting party of the specific nature of the default. The defaulting Party has 30 days from the date of notice to correct the default. If the default is not corrected in 30 days, the non-defaulting party may cancel this agreement. Notice of cancellation shall be delivered in writing to the current contact address of the defaulting party.

7. TreeFolks agrees to indemnify and hold Landowner and its officers, members, employees and agents harmless from any liability, loss or damage Landowner may suffer as a result of claims, demands, costs or judgments against Landowner arising out of the activities to be carried out by TreeFolks pursuant to the obligations of this Agreement, including, but not limited to, the planting of trees on the Property and monitoring growth of the plantings; provided, however, that any such liability, loss or damage resulting from the negligence or willful malfeasance of Landowner, its officers, members, employees and agents is excluded from this Agreement to indemnify and hold harmless.

8. If any provision of this Agreement is found to be invalid, the remaining provisions shall not be altered thereby. This instrument sets forth the entire agreement of the Parties and supersedes all prior discussions, negotiations, understandings, or agreements, all of which are merged herein
Landowner(s): Signature(s): Printed Name(s): **Project Operator:** Freefolks, Inc. Signature: MILEY Executive Director of TreeFolks REW Printed Name: D ACKNOWLEDGMENTS This instrument was acknowledged before me on this 2nd day of September, 20,22, by , the Landowner(s). hamie S. maran MAMIE S. MORAW Notary Public, State of Texas Notary Public, State of Terras Comm. Expires 05-13-2023 Notary ID 447948-8 This instrument was acknowledged before me on this 2 day of JAN, 2023, by , the Executive Director of TreeFolks. 180 ALICIA ANDERSON NOTARY PUBLIC STATE OF TEXAS MY COMM. EXP. 03/13/26 Notary Public, State of 19xas NOTARY ID 13148732-7

Signed by the parties to be effective as of the date first stated above.

EXHIBIT "A"

Legal description of property and Planting area map

Property ID: 18673

Legal Description: GRAPE CREEK RANCH, LOT 03, ACRES 77.344

Geographic ID: 881002195803

Type: Real

Location Address: 562 GRAPE CREEK RD JOHNSON CITY, TX 78636

Neighborhood: 000

Owner Name:

Owner ID: 132762

Mailing Address:

% Ownership: 100.00

Type: GCR: 1 Acres; WDLF: 76.344 Acres

Property ID: 18674

Legal Description: GRAPE CREEK RANCH, LOT 04, ACRES 91.097

4

Geographic ID: 881002195804

Type: Real

Location Address:

Neighborhood: 000

Owner Name:

Owner ID: 132762

Mailing Address:

% Ownership: 100.00

Type: WDLF: 91.097 Acres





Planting Area Suitable for Upland Plants

Blanco_Land_Parcels

Wetland_ac	Wetland_tr	
1.20	1173	
Upland_ac	Upland_tr	
1.52	1602	





Estimated Estimated Acres: Trees:	
Wetland_ac	Wetland_tr
1.20	1173
Upland_ac	Upland_tr
1.52	1602



Blanco County Laura Walla Blanco County Clerk

Instrument Number: 230656

Real Property Recordings

Recorded On: March 02, 2023 03:56 PM

Number of Pages: 7

" Examined and Charged as Follows: "

Total Recording: \$41.00

*********** THIS PAGE IS PART OF THE INSTRUMENT **********

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number:230656Receipt Number:20230302000023Recorded Date/Time:March 02, 2023 03:56 PMUser:Melody EStation:cclerk01

Record and Return To: TREE FOLKS



STATE OF TEXAS Blanco County I horoby cartify that th

I hereby certify that this Instrument was filed in the File Number sequence on the date/time printed hereon, and was duly recorded in the Official Records of Blanco County, Texas

Laura Walla Blanco County Clerk Blanco County, TX

Haura Nalla

23006834 AGREEMENT Total Pages: 6 Filed and Recorded: 3/2/23 2:07 PM

ACREEMENT AND DECLARATION OF COVENANTS

THIS AGREEMENT is made this 13^{4} day of 5_{-1} , 20^{22} , by ______, hereinafter called "Landowner," and accepted by TreeFolks, a Texas nonprofit corporation, hereinafter sometimes referred to as "Project Operator."

WHEREAS, Landowner is the owner of a tract of land consisting of $\frac{5.25}{2}$ acres, more or less, located in County, Texas, as more particularly described on Exhibit "A" attached hereto, hereafter referred to as the "Property," and,

WHEREAS, Landowner desires to participate in the Central Texas Floodplain Reforestation Program, which is a collaborative effort between TreeFolks, the City of Austin, and City Forest Credits of Seattle, Washington, and which is designed to restore riparian areas and thereby ensance air and water quality, provide wildlife habitat, mitigate floods and droughts, and increase the resilience of the ecosystem, and,

WHEREAS, TreeFolks desires to provide trees, planting services, and consultation services to Landowner at no charge, and Landowner desires to allow the planting of such trees on the Property and, as provided herein, commits to allow the trees to remain on the Property for a period of at least twenty-six (26) years, and,

WHEREAS, Landowner desires to transfer to TreeFolks all of Landowner's rights to receive and interest in the carbon credits that will be generated by this reforestation project on the Property and may be issued by City Forest Credits, which credits are expected to be sold by TreeFolks to the City of Austin or other entities and proceeds used to fund future tree plantings.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the mutual receipt of which is hereby acknowledged, Landowner hereby declares that the Property is and shall be held, transferred, sold, conveyed, and occupied subject to the terms and conditions hereinafter set forth:

1. During the period of time beginning on the date of this Agreement and ending twenty-six (26) years thereafter on the twenty-sixth anniversary of the date of this Agreement, the trees planted on the Property by TreeFolks or its representatives shall not be removed, harvested, or intentionally damaged by Landowner or Landowner's assignees or successors in interest, and such parties will not take any action that would result in damage to or destruction of the trees. If the Landowner cuts, harvests, or damages the trees for any reasons other than those specified in Section 6, or if it defaults for other reasons, it shall compensate TreeFolks in an amount not to exceed \$3,144 per acre of land where trees are cut, harvested, or damaged or where a Tree Project cannot continue.

2. TreeFolks agrees to provide and arrange for the planting of trees on the Property as outlined in Exhibit "A" in areas that are acceptable to Landowner and to TreeFolks, and Landowner agrees to allow the planting of such trees on the Property.

3. Landowner hereby assigns, transfers, and conveys to TreeFolks all of Landowner's interests in and rights to any and all carbon credits that may be issued by City Forest Credits or any other issuer of such credits as a result of the planting of the trees pursuant to this Agreement. Landowner acknowledges that TreeFolks intends to receive such credits and then re-sell the credits to the City of Austin or other entity of such credits for funds that will be paid to TreeFolks in return for the sale of the credits by TreeFolks.

4. Subject to the foregoing, the terms of this Agreement shall run with the land and shall be binding upon Landowner, Landowner's successors and assigns, and all parties claiming by, through, or under Landowner shall be taken to hold, agree, and covenant with Landowner, its successors and assigns, to conform to and observe

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the terms and conditions of this Agreement as to the preservation of the trees planted pursuant to this Agreement, and Landowner, its successors and assigns, as well as Project Operator, the City of Austin, and their successors and assigns, shall have the right to enforce this Agreement, including the right to sue for and obtain an injunction prohibitive or mandatory, to prevent the breach of this Agreement, without any showing of special damages.

5. This Agreement shall run with the land until the twenty-sixth anniversary of the date of this Agreement, after which time it shall automatically terminate. This Agreement may not be amended in whole or in part except by written agreement of the Landowner and the Project Operator.

6. Nothing herein shall be construed to entitle any party to institute any enforcement proceedings against Landowner for any changes to the Property due to causes beyond Landowner's control, such as changes caused by fire, flood, storm, earthquake, or the unauthorized wrongful acts of third persons. If either party is in default of this agreement, the other party may notify the defaulting party of the specific nature of the default. The defaulting Party has 30 days from the date of notice to correct the default. If the default is not corrected in 30 days, the non-defaulting party may cancel this agreement. Notice of cancellation shall be delivered in writing to the current contact address of the defaulting party.

7. TreeFolks agrees to indemnify and hold Landowner and its officers, members, employees and agents harmless from any liability, loss or damage Landowner may suffer as a result of claims, demands, costs or judgments against Landowner arising out of the activities to be carried out by TreeFolks pursuant to the obligations of this Agreement, including, but not limited to, the planting of trees on the Property and monitoring growth of the plantings; provided, however, that any such liability, loss or damage resulting from the negligence or willful malfeasance of Landowner, its officers, members, employees and agents is excluded from this Agreement to indemnify and hold harmless.

8. If any provision of this Agreement is found to be invalid, the remaining provisions shall not be altered thereby. This instrument sets forth the entire agreement of the Parties and supersedes all prior discussions, negotiations, understandings, or agreements, all of which are merged herein

Landowner(s) Signature(s): Printed Name(**Project Operator:** Treefolks, Inc. Signature: Ban ILEY, Executive Director of TreeFolks Printed Name: 5 REU ACKNOWLEDGMENTS _, 20<u>22</u>, by day of J My before this me on , the Landowner(s). 200 JORGE VALDESPINO Notary ID #128636902 Notary Public, State of pas TP My Commission Expires August 5, 2023 This instrument was acknowledged before me on this $\underline{19}$ day of \underline{JHN} , 2023, by IEV , the Executive Director of TreeFolks. ALICIA ANDERSON NOTARY PUBLIC STATE OF TEXAS MY COMM. EXP. 03/13/26 Notary Public, State of 1exa NOTARY ID 13148732-7

Signed by the parties to be effective as of the date first stated above.

EXHIBIT "A"

Legal description of property and Planting area map

Property ID: 120992

Legal Description: HOWARD RANCH SEC 2, BLOCK A, Lot 21, ACRES 3.25 Geographic ID: 11-4221-000A-02100-4

Type: Real

Location Address: 1704 TREBLED WATERS TRL, DRIFTWOOD, TX 78619

Neighborhood: HOWRCH

Owner Name

Owner ID: 00054876

Mailing Address:

% Ownership: 100.00

Type: A1: 3.25 Acres



Property ID: 120992

1704 Trebled Waters Tr, Driftwood, TX



Estimated Acres:	Estimated Trees:	
Wetland_ac	Wetland_tr	
0.13	140	
Upland_ac	Upland_tr	

0.62

627

Planting Area Suitable for Wetland Plants
Planting Area Suitable for Upland Plants
Hays_Land_Parcels

Hays_Floodplains

THE STATE OF TEXAS COUNTY OF HAYS

I hereby certify that this instrument was FILED on the date and the time stamped hereon by me and was duly RECORDED in the Records of Hays County, Texas.

23006834 AGREEMENT 03/02/2023 02:07:33 PM Total Fees: \$42.00

@ Elaine H. Cardina

Elaine H. Cárdenas, MBA, PhD, County Clerk Hays County, Texas Filed and Recorded: 3/2/23 2:07 PM

AGREEMENT AND DECLARATION OF COVENANTS

Sept. 2022 2 of made this day by hereinafter called "Landowner," and accepted by TreeFolks, a Texas nonprofit corporation, nereinanter sometimes referred to as "Project Operator."

WHEREAS, Landowner is the owner of a tract of land consisting of 38 acres, more or less, located in <u>14095</u> County, Texas, as more particularly described on Exhibit "A" attached hereto, hereafter referred to as the "Property," and,

WHEREAS, Landowner desires to participate in the Central Texas Floodplain Reforestation Program, which is a collaborative effort between TreeFolks, the City of Austin, and City Forest Credits of Seattle, Washington, and which is designed to restore riparian areas and thereby enhance air and water quality, provide wildlife habitat, mitigate floods and droughts, and increase the resilience of the ecosystem, and,

WHEREAS, TreeFolks desires to provide trees, planting services, and consultation services to Landowner at no charge, and Landowner desires to allow the planting of such trees on the Property and, as provided herein, commits to allow the trees to remain on the Property for a period of at least twenty-six (26) years, and,

WHEREAS, Landowner desires to transfer to TreeFolks all of Landowner's rights to receive and interest in the carbon credits that will be generated by this reforestation project on the Property and may be issued by City Forest Credits, which credits are expected to be sold by TreeFolks to the City of Austin or other entities and proceeds used to fund future tree plantings.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the mutual receipt of which is hereby acknowledged, Landowner hereby declares that the Property is and shall be held, transferred, sold, conveyed, and occupied subject to the terms and conditions hereinafter set forth:

1. During the period of time beginning on the date of this Agreement and ending twenty-six (26) years thereafter on the twenty-sixth anniversary of the date of this Agreement, the trees planted on the Property by TreeFolks or its representatives shall not be removed, harvested, or intentionally damaged by Landowner or Landowner's assignees or successors in interest, and such parties will not take any action that would result in damage to or destruction of the trees. If the Landowner cuts, harvests, or damages the trees for any reasons other than those specified in Section 6, or if it defaults for other reasons, it shall compensate TreeFolks in an amount not to exceed \$3,144 per acre of land where trees are cut, harvested, or damaged or where a Tree Project cannot continue.

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4. Subject to the foregoing, the terms of this Agreement shall run with the land and shall be binding upon Landowner, Landowner's successors and assigns, and all parties claiming by, through, or under Landowner shall be taken to hold, agree, and covenant with Landowner, its successors and assigns, to conform to and observe

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the terms and conditions of this Agreement as to the preservation of the trees planted pursuant to this Agreement, and Landowner, its successors and assigns, as well as Project Operator, the City of Austin, and their successors and assigns, shall have the right to enforce this Agreement, including the right to sue for and obtain an injunction prohibitive or mandatory, to prevent the breach of this Agreement, without any showing of special damages.

5. This Agreement shall run with the land until the twenty-sixth anniversary of the date of this Agreement, after which time it shall automatically terminate. This Agreement may not be amended in whole or in part except by written agreement of the Landowner and the Project Operator.

6. Nothing herein shall be construed to entitle any party to institute any enforcement proceedings against Landowner for any changes to the Property due to causes beyond Landowner's control, such as changes caused by fire, flood, storm, earthquake, or the unauthorized wrongful acts of third persons. If either party is in default of this agreement, the other party may notify the defaulting party of the specific nature of the default. The defaulting Party has 30 days from the date of notice to correct the default. If the default is not corrected in 30 days, the non-defaulting party may cancel this agreement. Notice of cancellation shall be delivered in writing to the current contact address of the defaulting party.

7. TreeFolks agrees to indemnify and hold Landowner and its officers, members, employees and agents harmless from any liability, loss or damage Landowner may suffer as a result of claims, demands, costs or judgments against Landowner arising out of the activities to be carried out by TreeFolks pursuant to the obligations of this Agreement, including, but not limited to, the planting of trees on the Property and monitoring growth of the plantings; provided, however, that any such liability, loss or damage resulting from the negligence or willful malfeasance of Landowner, its officers, members, employees and agents is excluded from this Agreement to indemnify and hold harmless.

8. If any provision of this Agreement is found to be invalid, the remaining provisions shall not be altered thereby. This instrument sets forth the entire agreement of the Parties and supersedes all prior discussions, negotiations, understandings, or agreements, all of which are merged herein

Landowner(s):
Signature(s):
Printed Name(s
Project Operator: Treefolks, Inc. Signature: $ANDREW SMILEY$, Executive Director of TreeFolks
ACKNOWLEDGMENTS
This instrument was acknowledged before me on this 2 day of <u>Supt</u> , 2023, by , the Landowner(s). CHRISTIE POLANCO Notary Public, State of Texas Comm. Expires 02-24-2028 Notary ID 133609861
This instrument was acknowledged before me on this 19 day of JAN, 2023 by Andrew ALICY, the Executive Director of TreeFolks. ALICIA ANDERSON NOTARY PUBLIC STATE OF TEXAS MY COMM. EXP. 03/13/26 NOTARY ID 13148732-7 Notary Public, State of Texas

Signed by the parties to be effective as of the date first stated above.

EXHIBIT "A"

Legal description of property and Planting area map

Property ID: 11113

Legal Description: A0009 THOMAS R JACKSON SURVEY, ACRES 36.6848, (1.5 AC HS)

Geographic ID: 10-0009-0037-00000-4

Type: Real

Location Address: 212 DARDEN HILL RD, DRIFTWOOD, TX 78619

Neighborhood: 4ABS

Owner Name:

Owner ID: 00105113

Mailing Address:

% Ownership: 33.334

Type: WLM-IPG: 35.1848 Acres; E5: 1 Acres; E2: 0.5 Acres



Prop. ID: 11113 20060 West FM 150, Driftwood, TX



]	Planting Area Suitable for Wetland Plants
3	Planting Area Suitable for Upland Plants
	Hays_Land_Parcels
]	Hays_Floodplains

Estimated Acres:	Estimated Trees:	
Wetland_ac	Wetland_tr	
1.43	1432	
Upland_ac	Upland_tr	
2.74	2760	

Author: Kayla Cormack, TreeFolks Date Created: 11/9/2022 11:19 AM

THE STATE OF TEXAS

COUNTY OF HAYS

I hereby certify that this instrument was FILED on the date and the time stamped hereon by me and was duly RECORDED in the Records of Hays County, Texas.

23006832 AGREEMENT 03/02/2023 02:07:33 PM Total Fees: \$74.50

@ Elaine H. Cardema

Elaine H. Cárdenas, MBA, PhD, County Clerk Hays County, Texas

23006833 AGREEMENT Total Pages: 7 Filed and Recorded: 3/2/23 2:07 PM

AGREEMENT AND DECLARATION OF COVENANTS

THIS AGREEMENT is made this <u>5</u> day of <u>August</u>, 2022, by <u>Owl Bluff Lond Conservation LLC</u>, hereinafter called "Landowner," and accepted by TreeFolks, a Texas nonprofit corporation, hereinafter sometimes referred to as "Project Operator."

WHEREAS, Landowner is the owner of a tract of land consisting of <u>75</u> acres, more or less, located in <u>Hays</u> County, Texas, smore particularly described on Exhibit "A" at ached hereto, hereafter referred to as the "Property," and,

WHEREAS, Landowner desires to participate in the Central Texas Floodplain Reforestation Program, which is a collaborative effort between TreeFolks, the City of Austin, and City Forest Credits of Seattle, Washington, and which is designed to restore riparian areas and thereby enhance air and water quality, provide wildlife habitat, mitigate floods and droughts, and increase the resilience of the ecosystem, and,

WHEREAS, TreeFolks desires to provide trees, planting services, and consultation services to Landowner at no charge, and Landowner desires to allow the planting of such trees on the Property and, as provided herein, commits to allow the trees to remain on the Property for a period of at least twenty-six (26) years, and,

WHEREAS, Landowner desires to transfer to TreeFolks all of Landowner's rights to receive and interest in the carbon credits that will be generated by this reforestation project on the Property and may be issued by City Forest Credits, which credits are expected to be sold by TreeFolks to the City of Austin or other entities and proceeds used to fund future tree plantings.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the mutual receipt of which is hereby acknowledged, Landowner hereby declares that the Property is and shall be held, transferred, sold, conveyed, and occupied subject to the terms and conditions hereinafter set forth:

1. During the period of time beginning on the date of this Agreement and ending twenty-six (26) years thereafter on the twenty-sixth anniversary of the date of this Agreement, the trees planted on the Property by TreeFolks or its representatives shall not be removed, harvested, or intentionally damaged by Landowner or Landowner's assignees or successors in interest, and such parties will not take any action that would result in damage to or destruction of the trees. If the Landowner cuts, harvests, or damages the trees for any reasons other than those specified in Section 6, or if it defaults for other reasons, it shall compensate TreeFolks in an amount not to exceed \$3,144 per acre of land where trees are cut, harvested, or damaged or where a Tree Project cannot continue.

2. TreeFolks agrees to provide and arrange for the planting of trees on the Property as outlined in Exhibit "A" in areas that are acceptable to Landowner and to TreeFolks, and Landowner agrees to allow the planting of such trees on the Property.

3. Landowner hereby assigns, transfers, and conveys to TreeFolks all of Landowner's interests in and rights to any and all carbon credits that may be issued by City Forest Credits or any other issuer of such credits as a result of the planting of the trees pursuant to this Agreement. Landowner acknowledges that TreeFolks intends to receive such credits and then re-sell the credits to the City of Austin or other entity of such credits for funds that will be paid to TreeFolks in r. turn for the sale of the credits by TreeFolks.

4. Subject to the foregoing, the terms of this Agreement shall run with the land and shall be binding upon Landowner, Landowner's successors and assigns, and all parties claiming by, through, or under Landowner shall be taken to hold, agree, and covenant with Landowner, its successors and assigns, to conform to and observe

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the terms and conditions of this Agreement as to the preservation of the trees planted pursuant to this Agreement, and Landowner, its successors and assigns, as well as Project Operator, the City of Austin, and their successors and assigns, shall have the right to enforce this Agreement, including the right to sue for and obtain an injunction prohibitive or mandatory, to prevent the breach of this Agreement, without any showing of special damages.

5. This Agreement shall run with the land until the twenty-sixth anniversary of the date of this Agreement, after which time it shall automatically terminate. This Agreement may not be amended in whole or in part except by written agreement of the Landowner and the Project Operator.

6. Nothing herein shall be construed to entitle any party to institute any enforcement proceedings against Landowner for any changes to the Property due to causes beyond Landowner's control, such as changes caused by fire, flood, storm, earthquake, or the unauthorized wrongful acts of third persons. If either party is in default of this agreement, the other party may notify the defaulting party of the specific nature of the default. The defaulting Party has 30 days from the date of notice to correct the default. If the default is not corrected in 30 days, the non-defaulting party may cancel this agreement. Notice of cancellation shall be delivered in writing to the current contact address of the defaulting party.

7. TreeFolks agrees to indemnify and hold Landowner and its officers, members, employees and agents harmless from any liability, loss or damage Landowner may suffer as a result of claims, demands, costs or judgments against Landowner arising out of the activities to be carried out by TreeFolks pursuant to the obligations of this Agreement, including, but not limited to, the planting of trees on the Property and monitoring growth of the plantings; provided, however, that any such liability, loss or damage resulting from the negligence or willful malfeasance of Landowner, its officers, members, employees and agents is excluded from this Agreement to indemnify and hold harmless.

8. If any provision of this Agreement is found to be invalid, the remaining provisions shall not be altered thereby. This instrument sets forth the entire agreement of the Parties and supersedes all prior discussions, negotiations, understandings, or agreements, all of which are merged herein.

Landowner(s): Signature(s): Printed Name(s) **Project Operator:** Treefolks, Inc. Signature: miley, Executive Director of TreeFolks Printed Name: DREW ACKNOWLEDGMENTS day of Aug This instrument was acknowledged before me on by this 200 the Landowner(s). ELIZABETH SABO Notary Public, State of My Notary ID # 131342279 16 Expires November 6, 2025 This instrument was acknowledged before me on this 9 day of JAN, 2023 by , the Executive Director of TreeFolks. EL DRE ALICIA ANDERSON NOTARY PUBLIC STATE OF TEXAS MY COMM. EXP. 03/13/26 Notary Public, State of 1-C Xas NOTARY ID 13148732-7

Signed by the parties to be effective as of the date first stated above.

EXHIBIT "A"

Legal description of property and Planting area map

Property ID: 181529

Legal Description: A0064 A0064 - John W Berry Survey, ACRES 75

Geographic ID: 10-0064-0007-00004-3

Type: Real

Location Address: AQUIFER OAKS TRL, SAN MARCOS, TX 78666

Neighborhood: 3ABS

Owner Name: OWL BLUFF LAND CONSERVATION LLC

Owner ID: 00133346

Mailing Address:

% Ownership: 100.00

Type: WLM-NPG: 75.0000 Acres







	Planting Area Suitable for Wetland Plants
\mathbb{Z}	Planting Area Suitable for Upland Plants
tion and Star and	Hays_Land_Parcels
-	Hays_Floodplains

Estimated Acres:	Estimated Trees:	
Wetland_ac	Wetland_tr	
	T	
Upland_ac	Upland_tr	

Author: Kayla Cormack, TreeFolks Date Created: 10/3/2022 6:24 PM

THE STATE OF TEXAS COUNTY OF HAYS

I hereby certify that this instrument was FILED on the date and the time stamped hereon by me and was duly RECORDED in the Records of Hays County, Texas.

23006833 AGREEMENT 03/02/2023 02:07:33 PM Total Fees: \$46.00

@ Elaine H. Cardina

Elaine H. Cárdenas, MBA, PhD, County Clerk Hays County, Texas

23006831 AGREEMENT Total Pages: 6 Filed and Recorded: 3/2/23 2:07 PM

AGREEMENT AND DECLARATION OF COVENANTS

THIS ACREEMENT is made this **30** day of **August**, 20**22**, by hereinafter called "Landowner," and accepted by TreeFolks, a Texas nonprofit corporation, hereinafter sometimes referred to as "Project Operator."

WHEREAS, Landowner is the owner of a tract of land consisting of **1.42** acres, more or less, located in County, Texas, as more particularly described on Exhibit "A" attached hereto, hereafter referred to as the "Property," and,

WHEREAS, Landowner desires to participate in the Central Texas Floodplain Reforestation Program, which is a collaborative effort between TreeFolks, the City of Austin, and City Forest Credits of Seattle, Washington, and which is designed to restore riparian areas and thereby enhance air and water quality, provide wildlife habitat, mitigate floods and droughts, and increase the resilience of the ecosystem, and,

WHEREAS, TreeFolks desires to provide trees, planting services, and consultation services to Landowner at no charge, and Landowner desires to allow the planting of such trees on the Property and, as provided herein, commits to allow the trees to remain on the Property for a period of at least twenty-six (26) years, and,

WHEREAS, Landowner desires to transfer to TreeFolks all of Landowner's rights to receive and interest in the carbon credits that will be generated by this reforestation project on the Property and may be issued by City Forest Credits, which credits are expected to be sold by TreeFolks to the City of Austin or other entities and proceeds used to fund future tree plantings.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the mutual receipt of which is hereby acknowledged, Landowner hereby declares that the Property is and shall be held, transferred, sold, conveyed, and occupied subject to the terms and conditions hereinafter set forth:

1. During the period of time beginning on the date of this Agreement and ending twenty-six (26) years thereafter on the twenty-sixth anniversary of the date of this Agreement, the trees planted on the Property by TreeFolks or its representatives shall not be removed, harvested, or intentionally damaged by Landowner or Landowner's assignees or successors in interest, and such parties will not take any action that would result in damage to or destruction of the trees. If the Landowner cuts, harvests, or damages the trees for any reasons other than those specified in Section 6, or if it defaults for other reasons, it shall compensate TreeFolks in an amount not to exceed \$3,144 per acre of land where trees are cut, harvested, or damaged or where a Tree Project cannot continue.

2. TreeFolks agrees to provide and arrange for the planting of trees on the Property as outlined in Exhibit "A" in areas that are acceptable to Landowner and to TreeFolks, and Landowner agrees to allow the planting of such trees on the Property.

3. Landowner hereby assigns, transfers, and conveys to TreeFolks all of Landowner's interests in and rights to any and all carbon credits that may be issued by City Forest Credits or any other issuer of such credits as a result of the planting of the trees pursuant to this Agreement. Landowner acknowledges that TreeFolks intends to receive such credits and then re-sell the credits to the City of Austin or other entity of such credits for funds that will be paid to TreeFolks in return for the sale of the credits by TreeFolks.

4. Subject to the foregoing, the terms of this Agreement shall run with the land and shall be binding upon Landowner, Landowner's successors and assigns, and all parties claiming by, through, or under Landowner shall be taken to hold, agree, and covenant with Landowner, its successors and assigns, to conform to and observe

the terms and conditions of this Agreement as to the preservation of the trees planted pursuant to this Agreement, and Landowner, its successors and assigns, as well as Project Operator, the City of Austin, and their successors and assigns, shall have the right to enforce this Agreement, including the right to sue for and obtain an injunction prohibitive or mandatory, to prevent the breach of this Agreement, without any showing of special damages.

5. This Agreement shall run with the land until the twenty-sixth anniversary of the date of this Agreement, after which time it shall automatically terminate. This Agreement may not be amended in whole or in part except by written agreement of the Landowner and the Project Operator.

6. Nothing herein shall be construed to entitle any party to institute any enforcement proceedings against Landowner for any changes to the Property due to causes beyond Landowner's control, such as changes caused by fire, flood, storm, earthquake, or the unauthorized wrongful acts of third persons. If either party is in default of this agreement, the other party may notify the defaulting party of the specific nature of the default. The defaulting Party has 30 days from the date of notice to correct the default. If the default is not corrected in 30 days, the non-defaulting party may cancel this agreement. Notice of cancellation shall be delivered in writing to the current contact address of the defaulting party.

7. TreeFolks agrees to indemnify and hold Landowner and its officers, members, employees and agents harmless from any liability, loss or damage Landowner may suffer as a result of claims, demands, costs or judgments against Landowner arising out of the activities to be carried out by TreeFolks pursuant to the obligations of this Agreement, including, but not limited to, the planting of trees on the Property and monitoring growth of the plantings; provided, however, that any such liability, loss or damage resulting from the negligence or willful malfeasance of Landowner, its officers, members, employees and agents is excluded from this Agreement to indemnify and hold harmless.

8. If any provision of this Agreement is found to be invalid, the remaining provisions shall not be altered thereby. This instrument sets forth the entire agreement of the Parties and supersedes all prior discussions, negotiations, understandings, or agreements, all of which are merged herein

Landowner(s Signature(s): Printed Name Freefolks Inc. **Project Operator:** Signature: Smicey, Executive Director of TreeFolks Printed Name: DREN ACKNOWLEDGMENTS Hughst, 2022 by This instrument acknowledge , the Landowner(s). CAROL ANN KILLGORE Notary ID #4252221 Notary Public, State of y Commission Expires March 23, 2026 0 _ day of JAn, 2023, by This instrument was acknowledged before me on this Smilley, the Executive Director of TreeFolks. DRS ALICIA ANDERSON NOTARY PUBLIC STATE OF TEXAS MY COMM. EXP. 03/13/26 Notary Public, State of exa NOTARY ID 13148732-7

Signed by the parties to be effective as of the date first stated above.

EXHIBIT "A"

Legal description of property and Planting area map

Property ID: 105462

Legal Description: CORONADO HILLS SEC 1, LOT 2, ACRES 1.42

Geographic ID: 11-2038-0000-00200-2

Type: Real

Location Address: 116 CORONADO LN, KYLE, TX 78640

Neighborhood: COHO

Owner Name

Owner ID: 00004495

Mailing Address:

% Ownership: 100.00

Type: A1: 1.42 Acres





Estimated Acres:	Estimated Trees:	
Wetland_ac	Wetland_tr	
0.04	45	

Upland_tr

261

Upland_ac

0.26

/// P	lanting Area Suitable for Wetland Plants
/// P	lanting Area Suitable for Upland Plants
H	ays_Land_Parcels
H	ays_Floodplains

THE STATE OF TEXAS

COUNTY OF HAYS

I hereby certify that this instrument was FILED on the date and the time stamped hereon by me and was duly RECORDED in the Records of Hays County, Texas.

23006831 AGREEMENT 03/02/2023 02:07:33 PM Total Fees: \$42.00

@ Elaine H. Cardeme

Elaine H. Cárdenas, MBA, PhD, County Clerk Hays County, Texas

Agreement to Transfer Potential Credits

This Agreement to Transfer Potential Credits ("Agreement") is entered in to this <u>6th</u> day of <u>June</u>, 20<u>23</u> (the "Effective Date") by <u>Dept</u> (the "Landowner") and TreeFolks, a Texas non-profit organization ("TreeFolks") whose mission is to plant trees in central Texas and who has undertaken or will be undertaking tree-planting projects during 2022 and 2023 ("Tree Projects") on the Property of Landowner (the "Property").

1. Purpose and Intent

TreeFolks and Landowner desire to help TreeFolks fund these Tree Projects by allowing TreeFolks to develop potential carbon and environmental credits that it can attempt to sell to defray project costs or to plant additional trees. The Landowner will receive the benefits of the trees planted in this project at no cost to the Landowner.

These potential carbon credits (also referred to as environmental credits or offsets) include amounts of carbon dioxide stored, storm water run-off reductions, energy savings, avoided emissions, and air quality benefits arising from the planting and growth of trees in the Tree Project ("Carbon+ Credits"). The Carbon+ Credits will be developed using the protocols and registry of City Forest Credits, a nationalnon-profit organization ("CFC").

2. Rights Granted

Landowner grants TreeFolks the title and rights to any and all Carbon+ Credits developed from trees planted in the Tree Projects during the term of this agreement, including rights to register with CFC, and develop and sell the Carbon+ Credits.

3. Subject Lands

The Property and Tree Project covered by this Agreement are specified in Exhibits A and following. The parties intend for TreeFolks to append Exhibits that delineate the Property where Tree Projects will occur during 2022 and 2023.

4. Obligations of Landowner

Landowner shall not cut, harvest, or damage trees in the Tree Projects except in cases of emergency involving fire or flooding or to mitigate hazard if trees are identified as a hazard by a certified arborist.

5. Obligations of TreeFolks

TreeFolks will pay all costs and assume all responsibilities for development and sale of Carbon+ Credits from the Tree Projects.

6. Landowner Representations

Landowner represents that it has authority to enter this agreement, and that the Property is free from any liens, claims, encumbrances, tenancies, restrictions, or easements that would prevent or interfere with the rights to Carbon+ Credits granted under this Agreement.

7. TreeFolks Representations

TreeFolks represents that it has the capacities necessary to execute its obligations under this agreement.

8. Default

If either party is in default of this agreement, the other party may notify the defaulting party of the specific nature of the default. The defaulting Party has 30 days from the date of notice to correct the default. If the default is not corrected in 30 days, the non-defaulting party may cancel this agreement. If the Landowner cuts, harvests, or damages the trees for any reasons other than those specified in Section 4, or if it defaults for other reasons, it shall compensate the Project Operator in an amount not to exceed \$3,144 per acre of land where trees are cut, harvested, or damaged or where a Tree Project cannot continue. Notice of cancellation shall be delivered in writing to the current contact address of the defaulting party.

9. Term of Agreement and Option to Renew

This Agreement shall remain in force for 27 years after the Effective Date of the Agreement. TreeFolks may renew this Agreement for a second 27 years if it delivers written notice of renewal to Landowner at least 90 days prior to expiration of this Agreement.

10. Governing Law

This agreement shall be construed and enforced in accordance with the laws of the State of Texas.

TreeFolks		Landowner	
Ву:		Ву:	
Name:	Andrew W. Smiley	Name:	Kimberly A. McNeeley
Title:	Executive Director	Title:	Director
Date:	11/30/2022	Date:	06/06/2023
Address:	10803 Platt Lane, Austin, TX 78725	Address:	200 S. Lamar Blvd Austin, TX 78704
Phone:	512-443-5323	Phone:	512-974-6722

11. Parties

Fax:		Fax:	n/a
Email:	andrew@treefolks.org	Email:	kimberly.mcneeley@austintexas.gov
Signature:	and Smly	Signature:	Kily a Maly
Date:	11/30/2022	Date:	06/06/2023

EXHIBIT "A"

Legal description of property and Planting area map Property ID: 214123 Legal Description: ABS 4 SUR 19 BURLESON J ACR 16.360 Geographic ID: 0218310601 Type: Real Location Address: 5900 SENDERO HILLS PKWY TX 78724 Neighborhood: Meadows at Trinity Crossing Owner Name: CITY OF AUSTIN Owner ID: 100073 Mailing Address: 605 AZIE MORTON RD AUSTIN TX 78704 % Ownership: 100.00 Type: LAND: 16.3600 Acres





Wetland Area Registered for Carbon		Wetland (Carbon)	Upland (Carbon)	Total (Carbon)	
Upland Area Registered for Carbon	Acres	0.49	8.05	8.54	
	Trees	420	7,028	7,448	

TreeFolks, Inc. is a 501c3 non-profit organization dedicated to urban forestry in Central Texas 512-443-5323 PO BOX 1395 Del Valle, TX 78617 <u>admin@treefolks.org</u>

2023-001313 AGT Fee: 50.00 03/02/2023 12:51:08 PM Total Pages: 8 Teresa Rodriguez, County Clerk - Caldwell County, TX

AGREEMENT AND DECLARATION OF COVENANTS

THIS AGREEMENT is made this <u>M</u> day of <u>October</u>, 2022, by the Guadalupe-Blanco River Trust, hereinafter called "Landowner," and accepted by TreeFolks, a Texas nonprofit corporation, hereinafter sometimes referred to as "Project Operator."

WHEREAS, Landowner is the owner of a tract of land consisting of 265 acres, more or less, located in Caldwell County, Texas, as more particularly described on Exhibit "A" attached hereto, hereafter referred to as the "Property," and,

WHEREAS, Landowner desires to participate in the Central Texas Floodplain Reforestation Program, which is a collaborative effort between TreeFolks, the City of Austin, and City Forest Credits of Seattle, Washington, and which is designed to restore riparian areas and thereby enhance air and water quality, provide wildlife habitat, mitigate floods and droughts, and increase the resilience of the ecosystem, and,

WHEREAS, TreeFolks desires to provide trees, planting services, and consultation services to Landowner at no charge, and Landowner desires to allow the planting of such trees on the Property and, as provided herein, commits to allow the trees to remain on the Property for a period of at least twenty-six (26) years, and,

WHEREAS, Landowner desires to transfer to TreeFolks all of Landowner's rights to receive and interest in the carbon credits that will be generated by this reforestation project on the Property and may be issued by City Forest Credits, which credits are expected to be sold by TreeFolks to the City of Austin or other entities and proceeds used to fund future tree plantings.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the mutual receipt of which is hereby acknowledged, Landowner hereby declares that the Property is and shall be held, transferred, sold, conveyed, and occupied subject to the terms and conditions hereinafter set forth:

1. During the period of time beginning on the date of this Agreement and ending twenty-six (26) years thereafter on the twenty-sixth anniversary of the date of this Agreement, the trees planted on the Property by TreeFolks or its representatives shall not be removed, harvested, or intentionally damaged by Landowner or Landowner's assignees or successors in interest, and such parties will not take any action that would result in damage to or destruction of the trees. If the Landowner cuts, harvests, or damages the trees for any reasons other than those specified in Section 6, or if it defaults for other reasons, it shall compensate TreeFolks in an amount not to exceed \$3,144 per acre of land where trees are cut, harvested, or damaged or where a Tree Project cannot continue.

2. TreeFolks agrees to provide and arrange for the planting of trees on the Property as outlined in Exhibit "A" in areas that are acceptable to Landowner and to TreeFolks, and Landowner agrees to allow the planting of such trees on the Property.

3. Landowner hereby assigns, transfers, and conveys to TreeFolks all of Landowner's interests in and rights to any and all carbon credits that may be issued by City Forest Credits or any other issuer of such credits as a result of the planting of the trees pursuant to this Agreement. Landowner acknowledges that TreeFolks intends to receive such credits and then re-sell the credits to the City of Austin or other entity of such credits for funds that will be paid to TreeFolks in return for the sale of the credits by TreeFolks.

4. Subject to the foregoing, the terms of this Agreement shall run with the land and shall be binding upon Landowner, Landowner's successors and assigns, and all parties claiming by, through, or under Landowner shall be taken to hold, agree, and covenant with Landowner, its successors and assigns, to conform to and observe
the terms and conditions of this Agreement as to the preservation of the trees planted pursuant to this Agreement, and Landowner, its successors and assigns, as well as Project Operator, the City of Austin, and their successors and assigns, shall have the right to enforce this Agreement, including the right to sue for and obtain an injunction prohibitive or mandatory, to prevent the breach of this Agreement, without any showing of special damages.

1

5. This Agreement shall run with the land until the twenty-sixth anniversary of the date of this Agreement, after which time it shall automatically terminate. This Agreement may not be amended in whole or in part except by written agreement of the Landowner and the Project Operator.

6. Nothing herein shall be construed to entitle any party to institute any enforcement proceedings against Landowner for any changes to the Property due to, or resulting from, any flood, storm, drought, earth movement, major tree, plant, animal or insect disease, unintentional fire or wildfire, unforeseen impacts of climate change, act of God, or other natural event over which Grantor had no control, unauthorized wrongful acts of third parties, any unintended consequences or incidental damage caused by management activities executed while following industry-accepted best practices with documented safeguards in place to prevent unintended consequences, or from any reasonable and prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury or damage to the Property from such causes. If either party is in default of this agreement, the other party may notify the defaulting party of the specific nature of the default. The defaulting Party has 30 days from the date of notice to correct the default. If the default is not corrected in 30 days, the non-defaulting party may cancel this agreement. Notice of cancellation shall be delivered in writing to the current contact address of the defaulting party.

7. TreeFolks agrees to indemnify and hold Landowner and its officers, members, employees and agents harmless from any liability, loss or damage Landowner may suffer as a result of claims, demands, costs or judgments against Landowner arising out of the activities to be carried out by TreeFolks pursuant to the obligations of this Agreement, including, but not limited to, the planting of trees on the Property and monitoring growth of the plantings; provided, however, that any such liability, loss or damage resulting from the negligence or willful malfeasance of Landowner, its officers, members, employees and agents is excluded from this Agreement to indemnify and hold harmless.

8. If any provision of this Agreement is found to be invalid, the remaining provisions shall not be altered thereby. This instrument sets forth the entire agreement of the Parties and supersedes all prior discussions, negotiations, understandings, or agreements, all of which are merged herein

Signed by the parties to be effective as of the date first stated above.	
Landowner(s): Signature(s): Printed Name(s): Guadalupe-Blanco River Trust	
Project Operator: TreeFolks, Inc. Signature: Printed Name: Andrew Smiley, Executive Director of TreeFolks	
ACKNOWLEDGMENTS	
This instrument was acknowledged before me on this <u>lift</u> day of <u>October</u> , 2022, by , <u>Guadalope-Blanco fiver Trust</u> , the Landowner(s). <u>Juadalope-Blanco fiver Trust</u> , the Landowner(s).	
This instrument was acknowledged before me on this 19 day of JAN, 2023, by Andrew Smiley, the Executive Director of TreeFolks.	

EXHIBIT "A"

Legal description of property and Planting area map

Property ID: 61214

Legal Description: A046 BAKER, JAMES M., ACRES 280.724, & A258 B. RANDLE & A300 WC WILLIAMS **PLUM CREEK WETLAND PRESERVE**

Geographic ID: 0200046-103-200-00

Type: Real

Location Address: 3105 N HWY 183, LOCKHART, TX 78644

Neighborhood: RURAL HWY 183 N OF LOCKHART

Owner Name: GUADALUPE-BLANCO RIVER TRUST

Owner ID: 219800

Mailing Address: 933 E COURT ST, SEGUIN, TX 78155

% Ownership: 100.00

Type: NHS: 280.7240 Acres







Planting Area Suitable for Wetland Plants
Planting Area Suitable for Upland Plants
Caldwell_Land_Parcels

Caldwell_Floodplains

Estimated Acres:	Estimated Trees:	
Wetland_ac	Wetland_tr	
11.47	11636	
Upland_ac	Upland_tr	
23.43	23506	

2 of 3



Prop. ID: 61214 2512 N. US HWY 183, Lockhart, TX PLUM CREEK PRESERVE



Planting Area Suitable for Wetland Plants
Planting Area Suitable for Upland Plants
Caldwell_Land_Parcels
Caldwell_Floodplains

Estimated Estimated Acres: Trees:	
Wetland_ac	Wetland_tr
11.47	11636
Upland_ac	Upland_tr
23.43	23506

FILED AND RECORDED

Instrument Number: 2023-001313 AGREEMENT

Filing and Recording Date: 03/02/2023 12:51:08 PM Pages: 8 Recording Fee: \$50.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Caldwell County, Texas.



odriguez

Teresa Rodriguez, County Clerk Caldwell County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

DO NOT REMOVE. THIS PAGE IS PART OF THE OFFICIAL PUBLIC RECORD.



AGREEMENT AND DECLARATION OF COVENANTS

THIS AGREEMENT is made this 12 day of August, 2022, by hereinafter called "Landowner," and accepted by TreeFolks, a Texas nonprotit corporation, hereinafter sometimes referred to as "Project Operator."

WHEREAS, Landowner is the owner of a tract of land consisting of **4.82** acres, more or less, located in County, Texas, as more particularly described on Exhibit "A" attached hereto, hereafter referred to as the "Property," and,

WHEREAS, Landowner desires to participate in the Central Texas Floodplain Reforestation Program, which is a collaborative effort between TreeFolks, the City of Austin, and City Forest Credits of Seattle, Washington, and which is designed to restore riparian areas and thereby enhance air and water quality, provide wildlife habitat, mitigate floods and droughts, and increase the resilience of the ecosystem, and,

WHEREAS, TreeFolks desires to provide trees, planting services, and consultation services to Landowner at no charge, and Landowner desires to allow the planting of such trees on the Property and, as provided herein, commits to allow the trees to remain on the Property for a period of at least twenty-six (26) years, and,

WHEREAS, Landowner desires to transfer to TreeFolks all of Landowner's rights to receive and interest in the carbon credits that will be generated by this reforestation project on the Property and may be issued by City Forest Credits, which credits are expected to be sold by TreeFolks to the City of Austin or other entities and proceeds used to fund future tree plantings.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the mutual receipt of which is hereby acknowledged, Landowner hereby declares that the Property is and shall be held, transferred, sold, conveyed, and occupied subject to the terms and conditions hereinafter set forth:

1. During the period of time beginning on the date of this Agreement and ending twenty-six (26) years thereafter on the twenty-sixth anniversary of the date of this Agreement, the trees planted on the Property by TreeFolks or its representatives shall not be removed, harvested, or intentionally damaged by Landowner or Landowner's assignees or successors in interest, and such parties will not take any action that would result in damage to or destruction of the trees. If the Landowner cuts, harvests, or damages the trees for any reasons other than those specified in Section 6, or if it defaults for other reasons, it shall compensate TreeFolks in an amount not to exceed \$3,144 per acre of land where trees are cut, harvested, or damaged or where a Tree Project cannot continue.

2. TreeFolks agrees to provide and arrange for the planting of trees on the Property as outlined in Exhibit "A" in areas that are acceptable to Landowner and to TreeFolks, and Landowner agrees to allow the planting of such trees on the Property.

3. Landowner hereby assigns, transfers, and conveys to TreeFolks all of Landowner's interests in and rights to any and all carbon credits that may be issued by City Forest Credits or any other issuer of such credits as a result of the planting of the trees pursuant to this Agreement. Landowner acknowledges that TreeFolks intends to receive such credits and then re-sell the credits to the City of Austin or other entity of such credits for funds that will be paid to TreeFolks in return for the sale of the credits by TreeFolks.

4. Subject to the foregoing, the terms of this Agreement shall run with the land and shall be binding upon Landowner, Landowner's successors and assigns, and all parties claiming by, through, or under Landowner shall be taken to hold, agree, and covenant with Landowner, its successors and assigns, to conform to and observe

the terms and conditions of this Agreement as to the preservation of the trees planted pursuant to this Agreement, and Landowner, its successors and assigns, as well as Project Operator, the City of Austin, and their successors and assigns, shall have the right to enforce this Agreement, including the right to sue for and obtain an injunction prohibitive or mandatory, to prevent the breach of this Agreement, without any showing of special damages.

5. This Agreement shall run with the land until the twenty-sixth anniversary of the date of this Agreement, after which time it shall automatically terminate. This Agreement may not be amended in whole or in part except by written agreement of the Landowner and the Project Operator.

6. Nothing herein shall be construed to entitle any party to institute any enforcement proceedings against Landowner for any changes to the Property due to causes beyond Landowner's control, such as changes caused by fire, flood, storm, earthquake, or the unauthorized wrongful acts of third persons. If either party is in default of this agreement, the other party may notify the defaulting party of the specific nature of the default. The defaulting Party has 30 days from the date of notice to correct the default. If the default is not corrected in 30 days, the non-defaulting party may cancel this agreement. Notice of cancellation shall be delivered in writing to the current contact address of the defaulting party.

7. TreeFolks agrees to indemnify and hold Landowner and its officers, members, employees and agents harmless from any liability, loss or damage Landowner may suffer as a result of claims, demands, costs or judgments against Landowner arising out of the activities to be carried out by TreeFolks pursuant to the obligations of this Agreement, including, but not limited to, the planting of trees on the Property and monitoring growth of the plantings; provided, however, that any such liability, loss or damage resulting from the negligence or willful malfeasance of Landowner, its officers, members, employees and agents is excluded from this Agreement to indemnify and hold harmless.

8. If any provision of this Agreement is found to be invalid, the remaining provisions shall not be altered thereby. This instrument sets forth the entire agreement of the Parties and supersedes all prior discussions, negotiations, understandings, or agreements, all of which are merged herein

Landowner(s): Signature(s): 8/17/2022 Printed Name(s): **Project Operator:** Treefolks, Inc. Signature: Smilley, Executive Director of TreeFolks Ð 6 1 9 Printed Name: TN ACKNOWLEDGMENTS This instrument was acknowledged before me on this 17 day of August, 2022, by , the Landowner(s). Notary Public, State of Texas JAMES H HAAS My Notary ID # 131601550 Expires June 15, 2026 This justification was acknowledged before me on this 19 day of IAN, 2023, by SmillEthe Executive Director of TreeFolks. DREW ALICIA ANDERSON NOTARY PUBLIC STATE OF TEXAS MY COMM. EXP. 03/13/26 NOTARY ID 13148732-7 Notary Public, State of T-CXGS

Signed by the parties to be effective as of the date first stated above.

EXHIBIT "A"

Legal description of property and Planting area map

Property ID: 11666

Legal Description: Lazy River Acres, Lot 21, ACRES 4.82

Geographic ID: R11666

Type: Real

1

Location Address: 186 MEADOWS DR, ELGIN, TX 78621

Neighborhood: LAZY RIVER ACRES

Owner Name:

Owner ID: 792876

Mailing Address:

% Ownership: 100.00

Type: L: 1.0000 Acres; L: 3.8200





Planting Area Suitable for Wetland Plants
Planting Area Suitable for Upland Plants
Bastrop_Land_Parcels
Bastrop_Floodplains

Acres:	Trees:
Wetland_ac	Wetland_tr

Upland_ac	Upland_tr
0.28	312

FILED AND RECORDED OFFICIAL PUBLIC RECORDS 7400



KRISTA BARTSCH, County Clerk Bastrop Texas April 11, 2023 02:21:06 PM S FEE: \$42.00

STERLYNGCURLES

202305275

AGREE



AGREEMENT AND DECLARATION OF COVENANTS

EEMENT is made this 16th day of September 2012 by , hereinafter called "Landowner," and accepted by TreeFolks, a Texas mereinafter sometimes referred to as "Project Operator."

WHEREAS, Landowner is the owner of a tract of land consisting of 2 cacres, more or less, located in County, Texas, as more particularly described on Exhibit "A" attached hereto, hereafter referred to as the "Property," and,

WHEREAS, Landowner desires to participate in the Central Texas Floodplain Reforestation Program, which is a collaborative effort between TreeFolks, the City of Austin, and City Forest Credits of Seattle, Washington, and which is designed to restore riparian areas and thereby enhance air and water quality, provide wildlife habitat, mitigate floods and droughts, and increase the resilience of the ecosystem, and,

WHEREAS, TreeFolks desires to provide trees, planting services, and consultation services to Landowner at no charge, and Landowner desires to allow the planting of such trees on the Property and, as provided herein, commits to allow the trees to remain on the Property for a period of at least twenty-six (26) years, and,

WHEREAS, Landowner desires to transfer to TreeFolks all of Landowner's rights to receive and interest in the carbon cr.dits that will be generated by this reforestation project on the Property and may be issued by City Forest Credits, which credits are expected to be sold by TreeFolks to the City of Austin or other entities and proceeds used to fund future tree plantings.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the mutual receipt of which is hereby acknowledged, Landowner hereby declares that the Property is and shall be held, transferred, sold, conveyed, and occupied subject to the terms and conditions hereinafter set forth:

1. During the period of time beginning on the date of this Agreement and ending twenty-six (26) years thereafter on the twenty-sixth anniversary of the date of this Agreement, the trees planted on the Property by TreeFolks or its representatives shall not be removed, harvested, or intentionally damaged by Landowner or Landowner's assignees or successors in interest, and such parties will not take any action that would result in damage to or destruction of the trees. If the Landowner cuts, harvests, or damages the trees for any reasons other than those specified in Section 6, or if it defaults for other reasons, it shall compensate TreeFolks in an amount not to exceed \$3,144 per acre of land where trees are cut, harvested, or damaged or where a Tree Project cannot continue.

2. TreeFolks agrees to provide and arrange for the planting of trees on the Property as outlined in Exhibit "A" in areas that are acceptable to Landowner and to TreeFolks, and Landowner agrees to allow the planting of such trees on the Property.

3. Landowner hereby assigns, transfers, and conveys to TreeFolks all of Landowner's interests in and rights to any and all carbon credits that may be issued by City Forest Credits or any other issuer of such credits as a result of the planting of the trees pursuant to this Agreement. Landowner acknowledges that TreeFolks intends to receive such credits and then re-sell the credits to the City of Austin or other entity of such credits for funds that will be paid to TreeFolks in return for the sale of the credits by TreeFolks.

4. Subject to the foregoing, the terms of this Agreement shall run with the land and shall be binding upon Landowner, Landowner's successors and assigns, and all parties claiming by, through, or under Landowner shall be taken to hold, agree, and covenant with Landowner, its successors and assigns, to conform to and observe

the terms and conditions of this Agreement as to the preservation of the trees planted pursuant to this Agreement, and Landowner, its successors and assigns, as well as Project Operator, the City of Austin, and their successors and assigns, shall have the right to enforce this Agreement, including the right to sue for and obtain an injunction prohibitive or mandatory, to prevent the breach of this Agreement, without any showing of special damages.

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5. This Agreement shall run with the land until the twenty-sixth anniversary of the date of this Agreement, after which time it shall automatically terminate. This Agreement may not be amended in whole or in part except by written agreement of the Landowner and the Project Operator.

6. Nothing herein shall be construed to entitle any party to institute any enforcement proceedings against Landowner for any changes to the Property due to causes beyond Landowner's control, such as changes caused by fire, flood, storm, earthquake, or the unauthorized wrongful acts of third persons. If either party is in default of this agreement, the other party may notify the defaulting party of the specific nature of the default. The defaulting Party has 30 days from the date of notice to correct the default. If the default is not corrected in 30 days, the non-defaulting party may cancel this agreement. Notice of cancellation shall be delivered in writing to the current contact address of the defaulting party.

7. TreeFolks agrees to indemnify and hold Landowner and its officers, members, employees and agents harmless from any liability, loss or damage Landowner may suffer as a result of claims, demands, costs or judgments against Landowner arising out of the activities to be carried out by TreeFolks pursuant to the obligations of this Agreement, including, but not limited to, the planting of trees on the Property and monitoring growth of the plantings; provided, however, that any such liability, loss or damage resulting from the negligence or willful malfeasance of Landowner, its officers, members, employees and agents is excluded from this Agreement to indemnify and hold harmless.

8. If any provision of this Agreement is found to be invalid, the remaining provisions shall not be altered thereby. This instrument sets forth the entire agreement of the Parties and supersedes all prior discussions, negotiations, understandings, or agreements, all of which are merged herein

Landowner(s): Signature(s): Printed Name(s): **Project Operator:** Treefolks, Inc. Signature: Saule EY, Executive Director of TreeFolks Printed Name: ANDREW ACKNOWLEDGMENTS This instrument was acknowledged before me on this 16 day of September 2022, by , the Landowner(s). semar ROSEMARY MULLEN Notary Public, State of 10-9-2024 MY COMMISSION EXPIRES **OCTOBER 9, 2024** NOTARY ID: 7034595 This instrument was acknowledged before me on this 19 day of 3AN, 2023 by SMILEY , the Executive Director of TreeFolks. REW 0 ALICIA ANDERSON NOTARY PUBLIC STATE OF TEXAS MY COMM. EXP. 03/13/26 NOTARY ID 13148732-7 Notary Public, State of -exas

Signed by the parties to be effective as of the date first stated above.

EXHIBIT "A"

Legal description of property and Planting area map

Property ID: 36848

Legal Description: A98 Blakey, Nancy, ACRES 13.616

Geographic ID: R36848

Type: Real

5 - - - ÷

Location Address: 163 HASLER SHORES DR, BASTROP, TX 78602

Neighborhood: BASTROP CITY 006

Owner Name:

Owner ID: 706298

Mailing Address:

% Ownership: 100.00

Type: BEES: 12.6160 Acres; R: 1.0000 Acres



FILED AND RECORDED OFFICIAL PUBLIC RECORDS



KRISTA BARTSCH, County Clerk Bastrop Texas April 11, 2023 02:21:06 PM S FEE: \$42.00

STERLYNGCURLES

AGREE

202305276



AGREEMENT AND DECLARATION OF COVENANTS

THIS is made this <u>29</u> day of <u>March</u>, 20₂₃, by <u>Abbey Grange, LLC</u>, hereinafter called "Landowner," and accepted by TreeFolks, a Texas nonprofit corporation, hereinafter sometimes referred to as "Project Operator."

WHEREAS, Landowner is the owner of a tract of land consisting of <u>30</u> acres, more or less, located in Bastrop County, Texas, as more particularly described on Exhibit "A" attached hereto, hereafter referred to as the "Property," and,

WHEREAS, Landowner desires to participate in the Central Texas Floodplain Reforestation Program, which is a collaborative effort between TreeFolks, the City of Austin, and City Forest Credits of Seattle. Washington, and which is designed to restore riparian areas and thereby enhance air and water quality, provide wildlife habitat, mitigate floods and droughts, and increase the resilience of the ecosystem, and,

WHEREAS, TreeFolks desires to provide trees, planting services, and consultation services to Landowner at no charge, and Landowner desires to allow the planting of such trees on the Property and, as provided herein, commits to allow the trees to remain on the Property for a period of at least twenty-five (25) years, and,

WHEREAS, Landowner desires to transfer to TreeFolks all of Landowner's rights to receive and interest in the carbon credits that will be generated by this reforestation project on the Property and may be issued by City Forest Credits, which credits are expected to be sold by TreeFolks to the City of Austin or other entities and proceeds used to fund future tree plantings.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the mutual receipt of which is hereby acknowledged, Landowner hereby declares that the Property is and shall be held, transferred, sold, conveyed, and occupied subject to the terms and conditions hereinafter set forth:

1. During the period of time beginning on the date of this Agreement and ending twenty-five (25) years thereafter on the twenty-fifth anniversary of the date of this Agreement, the trees planted on the Property by TreeFolks or its representatives shall not be removed, harvested, or intentionally damaged by Landowner or Landowner's assignees or successors in interest, and such parties will not take any action that would result in damage to or destruction of the trees. If the Landowner cuts, harvests, or damages the trees for any reasons other than those specified in Section 6, or if it defaults for other reasons, it shall compensate TreeFolks in an amount not to exceed \$3.144 per acre of land where trees are cut, harvested, or damaged or where a Tree Project cannot continue.

2. TreeFolks agrees to provide and arrange for the planting of trees on the Property as outlined in Exhibit "A" in areas that are acceptable to Landowner and to TreeFolks, and Landowner agrees to allow the planting of such trees on the Property.

3. Landowner hereby assigns, transfers, and conveys to TreeFolks all of Landowner's interests in and rights to any and all carbon credits that may be issued by City Forest Credits or any other issuer of such credits as a result of the planting of the trees pursuant to this Agreement. Landowner acknowledges that TreeFolks intends to receive such credits and then re-sell the credits to the City of Austin or other entity of such credits for funds that will be paid to TreeFolks in return for the sale of the credits by TreeFolks.

4. Subject to the foregoing, the terms of this Agreement shall run with the land and shall be binding upon Landowner, Landowner's successors and assigns, and all parties claiming by, through, or under Landowner shall be taken to hold, agree, and covenant with Landowner, its successors and assigns, to conform to and observe

the terms and conditions of this Agreement as to the preservation of the trees planted pursuant to this Agreement, and Landowner, its successors and assigns, as well as Project Operator, the City of Austin, and their successors and assigns, shall have the right to enforce this Agreement, including the right to sue for and obtain an injunction prohibitive or mandatory, to prevent the breach of this Agreement, without any showing of special damages.

5. This Agreement shall run with the land until the twenty-fifth anniversary of the date of this Agreement, after which time it shall automatically terminate. This Agreement may not be amended in whole or in part except by written agreement of the Landowner and the Project Operator.

6. Nothing herein shall be construed to entitle any party to institute any enforcement proceedings against Landowner for any changes to the Property due to causes beyond Landowner's control, such as changes caused by fire, flood, storm, earthquake, or the unauthorized wrongful acts of third persons. If either party is in default of this agreement, the other party may notify the defaulting party of the specific nature of the default. The defaulting Party has 30 days from the date of notice to correct the default. If the default is not corrected in 30 days, the non-defaulting party may cancel this agreement. Notice of cancellation shall be delivered in writing to the current contact address of the defaulting party.

7. TreeFolks agrees to indemnify and hold Landowner and its officers, members, employees and agents harmless from any liability, loss or damage Landowner may suffer as a result of claims, demands, costs or judgments against Landowner arising out of the activities to be carried out by TreeFolks pursuant to the obligations of this Agreement, including, but not limited to, the planting of trees on the Property and monitoring growth of the plantings; provided, however, that any such liability, loss or damage resulting from the negligence or willful malfeasance of Landowner, its officers, members, employees and agents is excluded from this Agreement to indemnify and hold harmless.

8. If any provision of this Agreement is found to be invalid, the remaining provisions shall not be altered thereby. This instrument sets forth the entire agreement of the Parties and supersedes all prior discussions, negotiations, understandings, or agreements, all of which are merged herein

Landowner: Signature(s):
Printed Nam
Project Operator: TypeTolks, Inc.
Signature(s):
Printed Name: Andrew W. Smiley , Executive Director
ACKNOWLEDGMENTS
This instrument was acknowledged before me on this 29 day of March , 20_23 by
Man Child NATALIE
Man Notary Public, State of Tr+95
CO. 14 F OF TO 1322
This instrument was acknowledged before me on this <u>29</u> day of <u>March</u> , 20 <u>23</u> , by Andrew W Smiley , the Executive Director of TreeFolks.

Signed by the parties to be effective as of the date first stated above.

Notary Public, State of TYX45



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EXHIBIT "A"

Legal description of property and Planting area map

Property ID: 86733

Legal Description: A50 MILLETT, SAMUEL, TRACT 5, ACRES 10.3440

Geographic ID: R86733

Type: Real

Location Address: 342 HELLINGER RD, FLATONIA, TX 78941

Neighborhood: SMITHVILLE RURAL 003

Owner Name: GRANGE, ABBEY

Owner ID: 775521

Mailing Address: A SERIES OF MELANGELL LLC

% Ownership: 100.00

Type: WILD: 9.3440 Acres; R: 1.0000 Acres

Property ID: 87222

Legal Description: A50 MILLETT, SAMUEL, TRACT 6, ACRES 10.5120

Geographic ID: R87222

Type: Real

Location Address: 342 HELLINGER RD, FLATONIA, TX 78941

Neighborhood: SMITHVILLE RURAL 003

Owner Name: GRANGE, ABBEY

Owner ID: 775521

Mailing Address: A SERIES OF MELANGELL LLC,

EXHIBIT "A" Continued

% Ownership: 100.00

Type: WILD: 10.5120 Acres

Property ID: 88045

Legal Description: A50 MILLETT, SAMUEL, TRACT 4, ACRES 10.2600

Geographic ID: R88045

Type: Real

Location Address: 342 HELLINGER RD, FLATONIA, TX 78941

Neighborhood: SMITHVILLE RURAL 003

Owner Name: GRANGE, ABBEY

Owner ID: 775521

Mailing Address: A SERIES OF MELANGELL LLC,

% Ownership: 100.00

Type: WILD: 10.2600 Acres



FILED AND RECORDED OFFICIAL PUBLIC RECORDS C

Sciola



STERLYNGCURLES

KRISTA BARTSCH, County Clerk Bastrop Texas April 11, 2023 02:21:06 PM S FEE: \$46.00

AGREE

202305274

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Project Area Map

Central Texas Floodplain Reforestation Project 22-23: Sites 1 - 4



Site 1: PID 18673 & 18674, Blanco County. Privately owned. Coordinates: 30.3345, -98.4853.



Site 3: PID R11113, Hays County. Privately owned. Coordinates: 30.1450, -98.0478.



Site 2: PID R120992, Hays County. Privately owned. Coordinates: 30.1558, -98.0865.



Site 4: PID 181529, Hays County. Privately owned. Coordinates: 29.9104, -97.9506.

Central Texas Floodplain Reforestation Project 22-23: Sites 5 - 8



Site 5: PID R105462, Hays County. Privately owned. Coordinates: 30.0079, -97.7939.



Site 7: PID 61214, Caldwell County. Privately owned, Plum Creek Preserve. Coordinates: 29.9192, -97.6876



Site 6: PID 214123, Travis County. Publicly owned, Agave Neighborhood Park. Coordinates: 30.2921, -97.6483.



Site 8: PID 11666, Bastrop County. Privately owned. Coordinates: 30.2065, -97.4822.

Central Texas Floodplain Reforestation Project 22-23: Sites 9 -10



Site 9: PID R36848, Bastrop County. Privately owned. Coordinates: 30.1157, -97.3333



Site 10: PID 86733, 87222, & 88045, Bastrop County. Privately owned. Coordinates: 29.8769, -97.2230

Regional Area Map

Central Texas Floodplain Reforestation Project 22-23: Regional Site Map



Attestation of Planting



Central Texas Floodplain Reforestation Project 2023 Project Operator Attestation of Planting

I, the undersigned Project Operator for the Planting Project *Central Texas Floodplain Reforestation Project 2023,* located in Central Texas (Bastrop, Blanco, Caldwell, Hays and Travis counties), and submitted to City Forest Credits by application dated April 26th, 2023, attest to the following in order to confirm the planting of trees under this Project:

- Trees planted were not required by any law or ordinance to be planted;
- Trees were planted under this project on the following dates: February 4th 14th, 2023;
- The organizations or groups that participated in the planting event(s) are listed in the attached documents;
- Planting events are shown in photos attached, which can include photos of tree stock and planting activities;
- The number of trees planted by species is, to a reasonable certainty, 59,423 trees (60.22 acres).

These planting numbers are confirmed by one or more of the following supporting and attached documents:

- 1. Invoices for trees planted, or
- 2. Invoices or a statement from the party who funded the tree purchase or supplied the trees attesting to the number of trees purchased, or
- 3. Any reporting to the owner or public body regarding the planting, invoices, costs, or other data regarding the planting, or
- 4. Any other reliable estimate of trees planted that is approved by the Registry

Signed on June 22, in 2023, by Valerie Tamburri, Director of Reforestation and Lead Arborist, for TreeFolks.

Signature

Valerie Tamburri 512-443-5323 Valerie@treefolks.org

Exhibit A

Participating Organizations: City of Austin Watershed Protection Department, Superior Foresty Service INC, and the Guadalupe-Blanco River Trust.

Event photos and invoices are attached on the following pages.
Photos taken during planting: Site 1 (18673, 18674)



TreeFolks, Inc. is a 501c3 non-profit organization dedicated to urban forestry in Central Texas 512-443-5323 PO BOX 1395 Del Valle, TX 78617 <u>admin@treefolks.org</u>

Photos taken during planting: Site 1 (18673, 18674))



TreeFolks, Inc. is a 501c3 non-profit organization dedicated to urban forestry in Central Texas 512-443-5323 PO BOX 1395 Del Valle, TX 78617 <u>admin@treefolks.org</u>

Photos taken during planting: Site 1 (18673, 18674))



TreeFolks, Inc. is a 501c3 non-profit organization dedicated to urban forestry in Central Texas 512-443-5323 PO BOX 1395 Del Valle, TX 78617 <u>admin@treefolks.org</u>

Photos taken during planting:)Site 2 (R120992)



TreeFolks, Inc. is a 501c3 non-profit organization dedicated to urban forestry in Central Texas 512-443-5323 PO BOX 1395 Del Valle, TX 78617 <u>admin@treefolks.org</u>

Photos taken during planting: Site 2 (R120992)



TreeFolks, Inc. is a 501c3 non-profit organization dedicated to urban forestry in Central Texas 512-443-5323 PO BOX 1395 Del Valle, TX 78617 <u>admin@treefolks.org</u>

Photos taken during planting:Site 2 (R120992)



TreeFolks, Inc. is a 501c3 non-profit organization dedicated to urban forestry in Central Texas 512-443-5323 PO BOX 1395 Del Valle, TX 78617 <u>admin@treefolks.org</u>



TreeFolks, Inc. is a 501c3 non-profit organization dedicated to urban forestry in Central Texas 512-443-5323 PO BOX 1395 Del Valle, TX 78617 <u>admin@treefolks.org</u>

Photos taken during planting: Site 3 (11113)



TreeFolks, Inc. is a 501c3 non-profit organization dedicated to urban forestry in Central Texas 512-443-5323 PO BOX 1395 Del Valle, TX 78617 <u>admin@treefolks.org</u>

Photos taken during planting: Site 3 (R(11113))



TreeFolks, Inc. is a 501c3 non-profit organization dedicated to urban forestry in Central Texas 512-443-5323 PO BOX 1395 Del Valle, TX 78617 <u>admin@treefolks.org</u>

Photos taken during planting: Site 4 ((181529))



TreeFolks, Inc. is a 501c3 non-profit organization dedicated to urban forestry in Central Texas 512-443-5323 PO BOX 1395 Del Valle, TX 78617 <u>admin@treefolks.org</u>

Photos taken during planting: Site 4 ((181529))



TreeFolks, Inc. is a 501c3 non-profit organization dedicated to urban forestry in Central Texas 512-443-5323 PO BOX 1395 Del Valle, TX 78617 <u>admin@treefolks.org</u>

Photos taken during planting: Site 4 ((181529))



TreeFolks, Inc. is a 501c3 non-profit organization dedicated to urban forestry in Central Texas 512-443-5323 PO BOX 1395 Del Valle, TX 78617 <u>admin@treefolks.org</u>



TreeFolks, Inc. is a 501c3 non-profit organization dedicated to urban forestry in Central Texas 512-443-5323 PO BOX 1395 Del Valle, TX 78617 <u>admin@treefolks.org</u>





TreeFolks, Inc. is a 501c3 non-profit organization dedicated to urban forestry in Central Texas 512-443-5323 PO BOX 1395 Del Valle, TX 78617 <u>admin@treefolks.org</u>



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Photos taken during planting: Site 10 (86733, 88045, 87222))



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Photos taken during planting: Site 10 (86733, 88045, 87222))



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Photos taken during planting: Site 10 (86733, 88045, 87222))



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Exhibit B – Tree Invoices and Statements

The following documents represent the majority of invoices for trees planted as part of this project. All invoices are on file with TreeFolks.

The number of plants purchased in the invoices is greater than the number of trees planted as part of the carbon project because the invoices include both smaller shrubs and trees planted as in-fill in areas with existing canopy that were not included in the Project Area, as well as tree purchased for third party plantings.



Invoice

1025 AN. CO. RD. 2810 TENNESSEE COLONY, TEXAS 75861 1-888-898-7337 or 1-888-89TREES info@rennerwood.com

NO.:	I-12484*
P.O.#	OCTOBER
DATE:	01/05/2023
SHIP DATE:	01/06/2023
VIA:	Customer P/U
TERMS:	Net 30
CONTACT:	Valerie Tamburri
Tax No:	

BILL TO: Tree Folks P.O. Box 1395 Del Valle, TX 78617 SHIP TO: Tree Folks 10803 Platt Ln. Austin, TX 78725

Phone #: (512)443-5323 FAX#: () -

FAX#:) -		
QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
800	CARYA illinoinensis Native Pecan Rootmaker	2.50	2000.00
1500	ULMUS americana American Elm Rootmaker	2.50	3750.00
2800	TAXOD distichum Bald Cypress Rootmaker	2.50	7000.00
1800	PLANT occidentalis American Sycamore Rootmaker	2.50	4500.00
1000	CORNU drummondii Roughleaf Dogwood Rootmaker	2.50	2500.00
500	CORNU florida White Dogwood Rootmaker	2.50	1250.00
600	AESCU pavia var. pavia Red Buckeye Rootmaker	3.00	1800.00
1000	QUERC buckleyii Texas Red Oak Rootmaker	2.50	2500.00
800	QUERC marilandica Blackjack Oak Rootmaker	2.50	2000.00

10800

THANK YOU! - Rennerwood

		Sales:	27300.00
PLEASE PAY FROM THIS INVOICE	Warranty We exercise diligent care to keep all stock offered for sale true to name and in good	Frght:	300.00
1 1/2% SERVICE CHARGE WILL BE ADDED TO EACH BALANCE OVER 30 DAYS OLD. NO STATEMENT WILL BE MAILED.	condition when it is shipped. Should any prove to be otherwise, it is mutually agreed that we are not liable for any amount greater than the original invoice price. Claims must be made immediately upon receipt of merchandise.	TOTAL:	27600.00

RI	IN ENNERWOOD, INC. A Tree Farm	VOICE 1025 AN. CO. RD. 2810 TENNESSEE COLONY, TEXAS 75861 PHONE: (903) 928-2921 sales@rennerwood.com	Shp Date: 01/12 Trans NO: IS-12 PO/Job #: OCTOB Inv Date: 01/06 Terms : Net 3 Ship Via: Renne Contact : Valer Tax No : co Refer :	491 ER 5/2023 0 rwood ie Tambur
	SOLD TO:	SHIP TO:		
	Tree Folks P.O. Box 1395 Del Valle, TX 78617	Tree Folk 10803 Pla Austin, T	tt Ln.	
	Phone No: (512)443-5323 Fax No : () -			
QT	Y. DESCRIPTION	S.org	UNIT PRICE	EXTENDED PRICE
2000	Button-bush	Rootmaker	2.50	5000.00
2000	Texas Ash	Rootmaker	2.75	5500.00
1500	Blackgum	Rootmaker	2.50	3750.00
2000	White Oak	Rootmaker	2.50	5000.00
2000	Lacey Oak	Rootmaker	2.90	5800.00
500	Overcup Oak	Rootmaker	2.50	1250.00
2000	Chinkapin Oak	Rootmaker	2.50	5000.00
800	Chinkapin Hill Country	Rootmaker	2.50	2000.00
1000	Elderberry	Rootmaker	2.50	2500.00
	AND THE STATE			

13800

THANK YOU! - Rennerwood

Sales	:	35800.00
Freigh	t:	600.00

Total : 36400.00

PLEASE PAY FROM THIS INVOICE 1.5% SERVICE CHARGE WILL BE ADDED TO EACH BALANCE OVER 30 DAYS OLD.

Warranty

We exercise diligent care to keep all stock offered for sale true to name and in good condition when it is shipped. Should any prove to be otherwise, it is mutually agreed that we are not liable for any amount greater than the origional invoice price. Claims must be made immediately upon receipt of merchandise.

INVOICE		OICE	Shp Date: 01/26/ Trans NO: IS-12	/2023 535
RE	ENNERWOOD, INC.	1025 AN. CO. RD. 2810 TENNESSEE COLONY, TEXAS 75861 PHONE: (903) 928-2921 sales@rennerwood.com	PO/Job #: Inv Date: 01/25/ Terms : Net 30 Ship Via: Renner Contact : Valeri	/2023) ;wood
	SOLD TO:	SHIP TO:		
	Tree Folks P.O. Box 1395 Del Valle, TX 78617	Tree Folk 10803 Pla Austin, T	tt Ln.	
	Phone No: (512)443-5323 Fax No : () - Email: valerie@treefolk			
QT		\$.010	UNIT PRICE	EXTENDED PRICE
1300	Carolina Buckthorn	Rootmaker	2.50	3250.00
1300	Cedar Elm	Rootmaker	2.50	3250.00
950	Prairie Flameleaf Sumac	c Rootmaker	2.50	2375.00
1050	American Beautyberry	Rootmaker	2.50	2625.00
800	Eastern Red Cedar	Rootmaker	3.00	2400.00
200	Black Walnut	Rootmaker	2.50	500.00
1000	Red Mulberry	Rootmaker	2.50	2500.00
6600				

THANK YOU! - Rennerwood

Sales : 16900.00

Freight: 600.00

Total : 17500.00

PLEASE PAY FROM THIS INVOICE 1.5% SERVICE CHARGE WILL

BE ADDED TO EACH BALANCE OVER 30 DAYS OLD.

Warranty

We exercise diligent care to keep all stock offered for sale true to name and in good condition when it is shipped. Should any prove to be otherwise, it is mutually agreed that we are not liable for any amount greater than the origional invoice price. Claims must be made immediately upon receipt of merchandise.

RENNERWOOD, INC. A Tree Farm

INVOICE

1025 AN. CO. RD. 2810 **TENNESSEE COLONY**, **TEXAS 75861** PHONE: (903) 928-2921 sales@rennerwood.com Shp Date: 10/24/2022 Trans NO: IS-12264 PO/Job #: OCTOBER Inv Date: 10/24/2022 Terms : Net 30 Ship Via: Rennerwood Contact : Valerie Tambur Tax No : on file Refer :

SOLD TO:

Mass Eslbs

SHIP TO:

Troe Folks

	Tree Folks P.O. Box 1395 Del Valle, TX 7861 Phone No: (512)443 Fax No : ()	7 -5323	10803 Platt Ln. Austin, TX 78725 Phone No:		
	Email: valerie@tre	efolks.org		UNIT PRICE	EXTENDED PRICE
800	Live Oak	Rootmake	er 2.50		2000.00
800	Shumard Oak	Rootmake	er 2.50		2000.00
1600					

THANK YOU! - Rennerwood



Sales : 4000.00

Freight: 200.00

Total 4200.00 :

PLEASE PAY FROM THIS INVOICE

1.5% SERVICE CHARGE WILL BE ADDED TO EACH BALANCE OVER 30 DAYS OLD.

Warranty

We exercise diligent care to keep all stock offered for sale true to name and in good condition when it is shipped.

Should any prove to be otherwise, it is mutually agreed that we are not liable for any amount greater than the origional invoice price. Claims must be made immediately upon receipt of merchandise.

INVOICE

RENNERWOOD, INC. A Tree Farm

1025 AN. CO. RD. 2810 TENNESSEE COLONY, **TEXAS 75861** PHONE: (903) 928-2921 sales@rennerwood.com Shp Date: 10/24/2022 Trans NO: IS-12263 PO/Job #: OCTOBER Inv Date: 10/24/2022 : Net 30 Terms Ship Via: Rennerwood Contact : Valerie Tambur on file Tax No : Refer :

SOLD TO:

Tree Folks P.O. Box 1395 Del Valle, TX 78617 SHIP TO:

Tree Folks 10803 Platt Ln. Austin, TX 78725

Phone No:



500.00 2.50 Rootmaker Native Pecan 200 500.00 2.50 Rootmaker Live Oak 200

200	Bald Cypress		Rootmaker	2.50	500.00
200	American Sycamor	e	Rootmaker	2.50	500.00
200	Blackjack Oak		Rootmaker	2.50	500.00
200	Chinkapin Hill C	ountry	Rootmaker	2.50	500.00
200	Shumard Oak		Rootmaker	2.50	500.00
	Carolina Bucktho	rn	Rootmaker	2.50	500.00
	Cedar Elm		Rootmaker	2.50	500.00
	Prairie Flamelea:		Rootmaker	2.50	500.00
200	American Beautyb		Rootmaker	2.50	500.00
200	Eastern Red Ceda		Rootmaker	3.00	600.00
200	Black Walnut		Rootmaker	2.50	500.00
50	Honey Locust		Rootmaker	2.50	125.00
2650					
PLEASE PAY FROM Warranty 1.5% SERVICE CHARGE WILL We exercise diligent care to keep all stock offered for sale true to name 1.5% SERVICE CHARGE WILL We exercise diligent care to keep all stock offered for sale true to name BE ADDED TO EACH Should any prove to be otherwise, it is mutually agreed that we are not BALANCE OVER 30 DAYS OLD. Claims must be made immediately upon receipt of merchandise.					

James Lovegren

January 25, 2023

DBA L&L Growers

1625 S Sam Houston Blvd San Benito, Texas 78586 (956) 454-1509 jlovegrenww@gmail.com

INVOICE: CITY OF AUSTIN 2 (WPD) - Deliveries 1-4: 10/7/22, 11/3/22, 12/5/22, 1/17/23

TreeFolks, Inc. Attention: Valerie Tamburri PO BOX 1395 Del Valle, TX 78617 (512) 443-5323

CITY OF AUSTIN 2 (WPD)

2,887 seedlings @ \$2.10 = \$ 6,062.70 Delivery: 2,887 @ \$0.10 = <u>\$ 288.70</u>

Total amount due: = \$ 6,351.40

mo n

James Lovegren DBA L&L Growers

Scientific Name	Common Name	Bill to COA2 (WPD)
Acacia berlandieri	Guajillo	150
Acacia greggii	Catclaw acacia	96
Acer negundo	Box elder maple	200
Amorpha fruticosa	False Indigo, Indigo Bush	320
Condalia hookeri	Brazilwood	182
Diospyros texana	Texas persimmon	56
Ehretia anacua	Anacua or sandpaper tree	500
Eysenhardtia texana	Texas kidneywood	70
Juglans microcarpa	Little walnut	40
Malvaviscus arboreus (drummondii)	Turkscap	210
Parkinsonia aculeata	Retama or palo verde	130
Quercus fusiformis	Live oak (Escarpment)	20
Quercus macrocarpa	Bur oak	196
Rhus lanceolata	Flameleaf sumac	441
Rhus virens	Evergreen sumac	80
Sophora secundiflora (syn. Dermatophyllum secundiflorum)	Texas mountain laurel	96
Vachellia/Acacia farnesiana	Huisache	100
	TOTALS	2887
James Lovegren

January 25, 2023

DBA L&L Growers

1625 S Sam Houston Blvd San Benito, Texas 78586 (956) 454-1509 jlovegrenww@gmail.com

INVOICE: ReForestation Seedlings - Deliveries 1-4: 10/7/22, 11/3/22, 12/5/22, 1/17/23

REFORESTATION

TreeFolks, Inc. Attention: Valerie Tamburri PO BOX 1395 Del Valle, TX 78617 (512) 443-5323

ReForestation Seedlings for 2022

1,908 seedlings @ \$2.10 = \$ 4,006.80 Delivery: 1,908 @ \$0.10 = <u>\$ 190.80</u>

Total amount due: = \$ 4,197.60

James Lovegren DBA L&L Growers

Scientific Name	Common Name	Seedlings
Aloysia gratissima	Whitebrush	147
Cephalanthus occidentalis	Buttonbush, common	161
Cercis candensis var. texensis	Texas Redbud	294
Colubrina texensis	Hog Plum	30
Prunus mexicana	Mexican Plum	49
Sophora secundiflora (syn.		
Dermatophyllum secundiflorum)	Texas mountain laurel	1227
	TOTALS	1908

James Lovegren

January 25, 2023

DBA L&L Growers

1625 S Sam Houston Blvd San Benito, Texas 78586 (956) 454-1509 jlovegrenww@gmail.com

INVOICE: ReForestation Seedlings - Deliveries 1-4: 10/7/22, 11/3/22, 12/5/22, 1/17/23

APACHE OIL COMPANY GRANT

TreeFolks, Inc. Attention: Valerie Tamburri PO BOX 1395 Del Valle, TX 78617 (512) 443-5323

ReForestation Seedlings for 2022

8,500 seedlings @ \$2.10 = \$17,850.00 Delivery: 8,500 @ \$0.10 = <u>\$850.00</u>

Total amount due: = \$18,700.00

James Lovegren DBA L&L Growers

Scientific Name	Common Name	Seedlings
Acacia berlandieri	Guajillo	585
Acacia greggii	Catclaw acacia	198
Acer negundo	Box elder maple	633
Aloysia gratissima	Whitebrush	343
Amorpha fruticosa	False Indigo, Indigo Bush	121
Callicarpa americana	American beautyberry	49
Cephalanthus occidentalis	Buttonbush, common	623
Cercis candensis var. texensis	Texas Redbud	49
Colubrina texensis	Hog Plum	19
Condalia hookeri	Brazilwood	700
Diospyros texana	Texas persimmon	238
Ehretia anacua	Anacua or sandpaper tree	970
Eysenhardtia texana	Texas kidneywood	224
Juglans microcarpa	Little walnut	9
Juglans nigra	Black walnut	98
Maclura pomifera	Osage orange, horseapple, or bodark/bois d'arc	98
Malvaviscus arboreus (drummondii)	Turkscap	182
Parkinsonia aculeata	Retama or palo verde	507
Platanus occidentalis	American sycamore	196
Prosopis glandulosa	Honey mesquite	490
Quercus fusiformis	Live oak (Escarpment)	211
Quercus laceyi	Lacey Oak	79
Quercus muehlenbergii	Chinquapin or chinkapin oak	147
Rhus virens	Evergreen sumac	116
Taxodium distichum	Bald cypress	441
Ungnadia speciosa	Mexican buckeye	980
Vachellia/Acacia farnesiana	Huisache	194
	TOTALS	8500



Texas A&M Forest Service ATTN: Accounts Receivable 200 Technology Way, STE 1120 College Station, TX 77845-3424

INVOICE NO.

Invoice Date

<u>W005945</u>

3/28/2023

TINS ID#: 35765765769-006		ACCOUN	TING USE ONLY	
Federal Employer ID#: 74-6014065	BILLING DEPT:	CTXR	_	
	GL/SL ACCOUNT	S/A	REVENUE CODE	AMOUNT
TREEFOLKS INC	146120	02023	0537	\$40,055.00
PO BOX 1395 DEL VALLE, TX 78617-1395				
Customer #:000000005506				

	Quantity	<u>Unit Cost</u>	
CREDIT	-62	\$2.12	(\$131.44)
Mexican Buckeye Seedlings - Delivered Feb. 8, 2023	1764	\$2.12	\$3,739.68
Pecan Seedlings - Delivered Feb. 8, 2023	2000	\$1.45	\$2,900.00
Bur Oak Seedlings - Delivered Feb. 8, 2023	1500	\$1.45	\$2,175.00
Catalpa Seedlings - Delivered Feb. 8, 2023	4900	\$2.12	\$10,388.00
Western Soapberry Seedlings - Delivered Jan. 11, 2023	1568	\$2.12	\$3,324.16
Mexican Buckeye Seedlings - Delivered Jan. 11, 2023	980	\$2.12	\$2,077.60
Desert Willow Seedlings - Delivered Jan. 11, 2023	5586	\$2.12	\$11,842.32
American Sycamore Seedlings - Delivered Jan. 11, 2023	1176	\$2.12	\$2,493.12
American Beautyberry Seedlings - Delivered Jan. 11, 2023	588	\$2.12	\$1,246.56
		Sub-Total	\$40,055.00
		Tax	\$0.00
Prepared By: <u>Stewart, Sharman</u> Phone: <u>806-892-3572</u>		Total Due	\$40,055.00

PAYMENT COUPON



Please Send Payment to:

Texas A&M Forest Service ATTN: Accounts Receivable 200 Technology Way, STE 1120 College Station, TX 77845-3424

Invoice #	Payment Due Date	Total Due	Amount Paid
W005945	4/27/2023	\$40,055.00	

TREEFOLKS INC PO BOX 1395 DEL VALLE, TX 78617-1395

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Billing Summary Information

Make payment payable to **Texas A&M Forest Service**. Write your invoice number on your payment. Mail payment coupon along with your payment to the address shown above. Note any address change on payment coupon.

Notes:

There are no notes for this invoice.



PO Box 11150 Russellville AR 72812 Phone 479-219-5263

TREEFOLKS

ATTN:VALERIE TAMBURRI FOR:CITY OF AUSTIN TX

Invoice T4617R1

SFS Cnt ID: TX022-3

Invoice Date: 02/17/2023

Payment Due: 03/19/2023

Crew(s): Espinoza-Salazar, Jose

Week Begin: 2/7/2023 to 2/7/2023

Customer's PO No:		Customer's Contract No:	TX022-3/229T-22.23
Retention Percent:	0.00	Mngr Email:	aharnage@superiorforestry.com

Site Designation	Units	Туре	Price	Total
City of Austin	11.4050000	MTree	\$187.5000	\$2,138.44
City of Austin - Hourly	33.000000	HrsWCL	\$42.5000	\$1,402.50
		Тс	tal Amount Due	\$3,540.94

Thank You For Your Business!

Please Pay Your Invoice Within 30 days.

Last Invoice Revision Date: 02/24/2023

Superior			Invoice T4618	R1
PO Box 11150 Russellville AR 72812 Phone 479-219-5263			Invoice Date: 02/17/202 Payment Due: 03/19/202	
TREEFOLKS		c	Crew(s): Espinoza-Salazar, Jose	
ATTN:VALERIE TAMBURRI FOR:NURSERY PO BOX 1395 DEL VALLE TX, 78617		v	Veek Begin: 2/8/2023 to 2/10/2023	
Customer's PO No:	Customer's Con	tract No: T	X022-3/229T-22.23	
Retention Percent: 0.00	Mn	<i>gr Email:</i> al	narnage@superiorforestry.com	
Site Designation	Units	Туре	e Price	Total
Nursery	60.5000000	HrsWCl	\$42.5000	\$2,571.25

Thank You For Your Business!

Total Amount Due

Please Pay Your Invoice Within 30 days.

Last Invoice Revision Date: 02/24/2023

\$2,571.25



PO Box 11150 Russellville AR 72812 Phone 479-219-5263

TREEFOLKS

ATTN:VALERIE TAMBURRI FOR:REGULAR PLANT PO BOX1395 DEL VALLE TX, 78617

Invoice T4619R1

SFS Cnt ID: TX022-3

Invoice Date: 02/17/2023

Payment Due: 03/19/2023

Crew(s): Espinoza-Salazar, Jose

Week Begin: 2/8/2023 to 2/14/2023

Customer's PO No:		Customer's Contract No:	TX022-3/229T-22.23
Retention Percent:	0.00	Mngr Email:	aharnage@superiorforestry.com

Site Designation	Units	Туре	Price	Total
Gaeke	0.2330000	MTree	\$225.0000	\$52.43
ID:10406	1.7930000	MTree	\$225.0000	\$403.43
ID:11113	4.1920000	MTree	\$225.0000	\$943.20
ID:11666	0.2820000	MTree	\$225.0000	\$63.45
ID:120992	0.7670000	MTree	\$225.0000	\$172.58
ID:18673/18674	2.8240000	MTree	\$225.0000	\$635.40
ID:36848	0.5250000	MTree	\$225.0000	\$118.13
ID:86733	7.5030000	MTree	\$225.0000	\$1,688.18
ID-105462	0.3060000	MTree	\$225.0000	\$68.85
ID-181529	2.0510000	MTree	\$225.0000	\$461.48
ID-61214	35.1010000	MTree	\$225.0000	\$7,897.73
Myers	1.6140000	MTree	\$225.0000	\$363.15
		Т	otal Amount Due	\$12,867.98

Thank You For Your Business!

Please Pay Your Invoice Within 30 days.

Last Invoice Revision Date: 02/24/2023

Attestation of Planting Affirmation



Central Texas Floodplain Reforestation Program 22-23 Attestation of Planting Affirmation

I, the undersigned working on behalf of the Watershed Protection Department at the City of Austin, attest and confirm that tree planting occurred on the following dates under the project named in the City Forest Credits Registry Central Texas Floodplain Reforestation Program 22-23 by the Project Operator, TreeFolks

Trees were planted under this project on the following dates: 02/04/2023 and 02/07/2023.

The approximate number of trees planted is: 7,448

Signed on May 10th in 2023, by Ana V González, for Watershed Protection Department, City of Austin.

Signature

Ana V González Printed Name

_<u>(512)-552-6475</u>_____ Phone

<u>ana.gonzalez@austintexas.gov</u> Email



Central Texas Floodplain Reforestation Project 2023 Attestation of Planting Affirmation

I, the undersigned working on behalf of the Board of Directors at the Guadalupe-Blanco River Trust, attest and confirm that tree planting(s) occurred on the following dates under the project named in the City Forest Credits Registry *Central Texas Floodplain Reforestation Project 2023* by the Project Operator, TreeFolks.

Trees were planted under this project on the following date(s): 2/10/2023 – 02/14/2023

The approximate number of trees planted is: 35,191

Signed on June 8th in 2023, by Tyler Sanderson, Executive Director for the Guadalupe-Blanco River Trust.

Signature Printed Name Phone Email



Central Texas Floodplain Reforestation Project 22-23 Attestation of Planting Affirmation

I, the undersigned working on behalf of Superior Forestry Service, Inc, attest and confirm that tree planting(s) occurred on the following dates under the project named in the City Forest Credits Registry the Central Texas Floodplain Reforestation Project 22-23, by the Project Operator, TreeFolks.

Trees were planted under this project on the following date(s): 02/07/2023 - 02/14/2023

The approximate number of trees planted is: 64,956

Signed on March 15 in 2023, by Andrew Harnage, Area Manager for Superior Forestry Service, Inc.

Reco Attant

Signature

Andrew Harnage Printed Name

479-219-5263 Phone

aharnage@superiorforestry.com Email Attestation of No Double Counting and No Net Harm



Central Texas Floodplain Reforestation Project 2023 Attestation of No Double Counting of Credits and No Net Harm

I am the Director or Reforestation and Lead Arborist of TreeFolks and make this attestation regarding no double counting of credits and no net harm from this tree planting project, *Central Texas Floodplain Reforestation Project 2023*.

1. Project Description

The Project that is the subject of this Attestation is described more fully in both our Application and our Project Design Document (PDD), both of which are incorporated into this Attestation.

2. No Double Counting by Applying for Credits from Another Registry

TreeFolks has not and will not seek credits for CO_2 for the project trees or for this project from any other organization or registry issuing credits for CO_2 storage.

3. No Double Counting by Seeking Credits for the Same Trees or Same CO₂ Storage

TreeFolks has not and will not apply for a project including the same trees as this project nor will it seek credits for CO₂ storage for the project trees or for this project in any other project or more than once. TreeFolks has checked the location of the Project Area against the Registry-provided geospatial database, which contains geospatial data on the project areas of all registered urban forest carbon afforestation and reforestation projects to date. Project Operator has determined that there is no overlap of Project Area or Project Trees with any registered urban forest carbon afforestation and reforestation project.

4. No Net Harm

The trees planted in this project will produce many benefits, as described in our Application and PDD. Like almost all urban trees, the project trees are planted not for harvest but for the benefits they deliver to people, communities, and the environment as living trees in a metropolitan area.

The project trees will produce many benefits and will not cause net harm. Specifically, they will not:

- Displace native or indigenous populations
- Deprive any communities of food sources
- Degrade a landscape or cause environmental damage

Signed on June 15th in 2023, by Valerie Tamburri, Director of Reforestation and Lead Arborist, for TreeFolks.

Signature

Valerie Tamburri 512-443-5323 valerie@treefolks.org

Project ID	Project Year	County	Parcel ID	Site Number
041	2022-2023	Blanco	18673	1
041	2022-2023	Blanco	18974	1
041	2022-2023	Hays	R120992	2
041	2022-2023	Hays	R11113	3
041	2022-2023	Hays	181529	4
041	2022-2023	Hays	R105462	5
041	2022-2023	Travis	214123	6
041	2022-2023	Caldwell	61214	7
041	2022-2023	Bastrop	11666	8
041	2022-2023	Bastrop	R36848	9
041	2022-2023	Bastrop	86733	10
041	2022-2023	Bastrop	88045	10
041	2022-2023	Bastrop	87222	10
025	2021-2022	Hays	26614	n/a
025	2021-2022	Hays	26615	n/a
025	2021-2022	Hays	38030	n/a
025	2021-2022	Hays	38031	n/a
025	2021-2022	Hays	26616	n/a
025	2021-2022	Hays	14500	n/a
025	2021-2022	Travis	214506	n/a
025	2021-2022	Hays	15454	n/a
025	2021-2022	Hays	21482	n/a
025	2021-2022	Bastrop	94594	n/a
025	2021-2022	Bastrop	36122	n/a
025	2021-2022	Bastrop	21686	n/a
025	2021-2022	Bastrop	21306	n/a
025	2021-2022	Bastrop	124893	n/a
025	2021-2022	Hays	85723	n/a
025	2021-2022	Travis	319194	n/a
025	2021-2022	Hays	20560	n/a
025	2021-2022	Hays	20562	n/a
025	2021-2022	Williamson	492542	n/a
025	2021-2022	Hays	16803	n/a
025	2021-2022	Travis	345880	n/a
025	2021-2022	Travis	345881	n/a

025	2021-2022	Travis	345882	n/a
025	2021-2022	Travis	345883	n/a
025	2021-2022	Travis	345884	n/a
025	2021-2022	Travis	345885	n/a
025	2021-2022	Travis	345886	n/a
025	2021-2022	Travis	345887	n/a
025	2021-2022	Travis	345888	n/a
025	2021-2022	Travis	345793	n/a
025	2021-2022	Travis	345794	n/a
025	2021-2022	Travis	345795	n/a
025	2021-2022	Travis	345796	n/a
025	2021-2022	Travis	345797	n/a
025	2021-2022	Travis	345798	n/a
025	2021-2022	Travis	345799	n/a
025	2021-2022	Travis	345800	n/a
025	2021-2022	Travis	345800	n/a
025	2021-2022	Travis	345802	n/a
025	2021-2022	Travis	345802	
025	2021-2022	Travis	345804	n/a
025	2021-2022	Travis	345805	n/a
025	2021-2022	Travis	345805	n/a
025	2021-2022	Travis	345807	n/a
025	2021-2022	Travis	345808	n/a n/a
025	2021-2022	Travis	345809	n/a
025	2021-2022	Travis	345810	
025	2021-2022	Travis	345810	n/a
025	2021-2022	Travis	345812	n/a n/a
025	2021-2022	Travis	345812	
025	2021-2022	Travis	345813	n/a n/a
025	2021-2022	Travis	345815	
025	2021-2022	Travis	345815	n/a
025	2021-2022	Travis	345810	n/a
				n/a
025	2021-2022	Travis Travis	345823	n/a
025	2021-2022	Travis Travis	345824	n/a
025	2021-2022	Travis	345825	n/a
014	2020-2021	Travis	567612	n/a

014	2020-2021	Travis	545548	n/a
014	2020-2021	Travis	737243	n/a
014	2020-2021	Travis	190357	n/a
014	2020-2021	Travis	724522	n/a
014	2020-2021	Travis	500931	n/a
008	2018-2019	Travis	567612	n/a
008	2018-2019	Travis	190622	n/a
008	2018-2019	Travis	737243	n/a
008	2018-2019	Travis	431135	n/a
008	2018-2019	Travis	573253	n/a
008	2018-2019	Travis	237039	n/a
008	2018-2019	Travis	300662	n/a
008	2018-2019	Travis	551196	n/a
008	2018-2019	Travis	724522	n/a
008	2018-2019	Travis	248182	n/a
008	2018-2019	Travis	259145	n/a
008	2018-2019	Travis	300101	n/a
008	2018-2019	Travis	300907	n/a
008	2018-2019	Travis	500931	n/a
002	2017-2018	Travis	217436	n/a
002	2017-2018	Travis	742015	n/a

Notes

Unique parcel ID Separate areas of same parcel planted in both 2019 and 2021

Separate areas of same parcel planted in both 2019 and 2021 Unique parcel ID Separate areas of same parcel planted in both 2019 and 2021 Separate areas of same parcel planted in both 2019 and 2021 Unique parcel ID Separate areas of same parcel planted in both 2019 and 2021 Unique parcel ID Unique parcel ID Separate areas of same parcel planted in both 2019 and 2021 Unique parcel ID Unique parcel ID Separate areas of same parcel planted in both 2019 and 2021 Unique parcel ID Unique parcel ID	Unique parcel ID
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	Separate areas of same parcel planted in both 2019 and 2021
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	Unique parcel ID

: Planted for PJ ID 041 (2023)

Attestation of Additionality



Central Texas Floodplain Reforestation Project 2023 Attestation of Additionality

I am the Director of Reforestation and Lead Arborist of TreeFolks and make this attestation regarding additionality from this tree planting project, the Central Texas Floodplain Reforestation Project 2023.

- Project Description
 - The Project that is the subject of this attestation is described more fully in both our Application and our Project Design Document (PDD), both of which are incorporated into this attestation.
- Legal Requirements Test (Protocol Section 1.8)
 - Project trees are not required by law or ordinance to be planted.
- The Project did not plant trees on sites that were converted out of a forest use or that were cleared of healthy trees and then planted with project trees (Protocol Section 1.9)
- Project-Specific Baseline or Performance Standard Baseline
 - Project trees are additional based on a project specific baseline. See PDD; or
 - Project trees are additional based on the Performance Standard baseline; see attached baseline to the PDD.
- Project Implementation Agreement for Project Duration
 - TreeFolks has signed a Project Implementation Agreement with City Forest Credits for 26 years.
- The 26-year Project Duration commitment is additional to and longer than any commitment TreeFolks makes to non-carbon project tree plantings.

Signed on June 15th in 2023, by Valerie Tamburri, Director of Reforestation and Lead Arborist, for TreeFolks.

Signature

Valerie Tamburri 512-443-5323 valerie@treefolks.org Carbon Quantification Initial Credit Tool

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Light yellow background denotes an input cell ->

Directions

1) Use i-Tree Canopy, or another tool, to estimate the amount of baseline deciduous and coniferous

tree cover area (acres) (Cell C20 and D20).

2) Use i-Tree Canopy, or another tool, to estimate the amount of baseline non-tree cover area

(acres) (Cell F20) in the project area.

3) In Cell G20 the total area of the project is calculated (acres). Prompt i-Tree Canopy to provide an estimate of the project area by clicking on the gear icon next to the upper right portion of the image and selecting "Report By Area."

4) Total Project Area, cell G17 should equal 100%.

Table 1. Baseline Tree Cover

	Deciduous Tree	Coniferous Tree	Total Tree	Non-Tree Cover	Total Project Area
Percent (%)	6%	0%	6%	94%	100%
Area (sq miles)	0.006	0.000	0.006	0.088	0.09
Area (m2)	14,811	202	15,014	228,686	243,700
Area (acres)	3.66	0.05	3.71	56.51	60.22

Table 2. GHG Emissions	e 2. GHG Emissions
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Table 2. GHG Em	10%	30%	30%	10%	20%]						
	Acres	CO2 index	Baseline	GHG Emissions	5% Buffer Pool	Grand Total CO2	Year 0	Year 0 Year 4 Year 6 Year	Year 14	Year 26	sumcheck	
Total GHG Redu	60.2	2 106.	7 6.2%	6,030	301	5,728.00	572.80	1,718.40	1,718.40	572.80	1,145.60	5,728
					Carbon Credits	5728	573	1718	1718	573	1146	5728
						301.47	30.15	90.44	90.44	30.15	60.29	301
					Buffer Credits	301	30	90	90	30	61	301

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Light yellow background denotes an input cell ->

Directions Use i-Tree Canopy, or another tool, to estimate the amount of deciduous and coniferous tree cover area (acres) (Cell C20 and D20).

2) Use i-Tree Canopy, or another tool, to estimate the amount of non-tree cover area (acres) (Cell F20) in the project area.

3) In Cell G20 the total area of the project is calculated (acres). Prompt i-Tree Canopy to provide an estimate of the project area by clicking on the gear icon next to the upper right portion of the image and selecting "Report By Area."

4) Total Project Area, cell G17 should equal 100%.

Table 3. Anticipated Tree Cover

	Deciduous Tree	Coniferous Tree	Total Tree	Non-Tree Cover	Total Project Area
Percent (%)	99%	1%	100%	0%	100%
Area (sq miles)	0.093	0.001	0.094	0.000	0.09
Area (m2)	240,300	3,399	243,700	0	243,700
Area (acres)	59.38	0.84	60.22	0.00	60.22

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Using the information you provide on tree canopy cover, the tool provides estimates of co-benefits in Resource Units and \$ per year.

Table 2. Co-Benefits per year with current tree canopy cover.

Ecosystem Services	Resource Units Totals	Total \$
Rain Interception (m3/yr)	7,047.3	\$18,432.78
Air Quality (t/yr)		
03	0.8833	\$2,624.44
NOx	0.2185	\$649.18
PM10	0.4731	\$534.35
Net VOCs	-0.0126	-\$35.90
Air Quality Total	1.5623	\$3,772.08
Energy (kWh/yr & kBtu/yr)		
Cooling - Elec.	72,460	\$5,499.73
Heating - Nat. Gas	37,974	\$394.56
Energy Total (\$/yr)		\$5,894.29
Grand Total (\$/yr)		\$28,099.15

Tree Planting Data

Scientific Name	Common Name	OBL/FAC/UPL	Site 1 PID: 18673, 18674 Blanco Co.	Site 2 PID: R120992 Hays Co.	Site 3 PID: R11113 Hays Co.	Site 4 PID: 181529 Hays Co.	Site 5 PID: R105462 Hays Co.	Site 6 PID: 214123 Travis Co.	Site 7 PID: 61214 Caldwell Co.	Site 8 PID: 11666 Bastrop Co.	Site 9 PID: R36848 Bastrop Co.	Site 10 PID: 86733, 87222, 88045, Bastrop Co.	Total
Acacia/Senegalia berland	<i>li</i> Guajillo	UPL						100	340			245	685
Acacia/Senegalia greggii	Catclaw acacia	UPL						64	173		9		246
Acer negundo	Box elder maple	FAC	49	24	49	49		157	408				736
Aesculus pavia	Red Buckeye	FAC				50		306	150				506
Aloysia gratissima	Whitebrush or beebush	UPL				49			392	49			490
Callicarpa americana	American beautyberry	FAC	100		200	25		366	788			135	1614
Carya illinoinensis	Pecan, native	FAC	250	25	200				1950			50	2475
Catalpa speciosa	Northern catalpa	FAC		98	392				3674			686	4850
Cephalanthus occidentali	•	OBL	200		200				1774			50	2224
, Cercis canadensis var. tex		FAC	15	31	98	78		67	49			49	387
Chilopsis linearis	Desert willow	UPL	294	98	294	294	18	200	3280	25	34	686	5224
Condalia hookeri	Brazilwood	UPL			98	98		154	454				804
Cornus drummondii	Roughleaf dogwood	FAC	50	15	50	25		301	408			50	899
Cornus florida	White dogwood	FAC						001			19		19
Diospyros texana	Texas persimmon	UPL				49	18	77	111	29	10		284
Ehretia anacua	Anacua or sandpaper tre		49			15	18	352	466	23		294	1179
Eysenhardtia texana	Texas kidneywood	UPL	15			49	10	187	49			231	285
Frangula caroliniana	Carolina buckthorn	FAC		33		100	18	326	538			200	1215
Fraxinus albicans	Texas Ash	FAC	126	50	236	100	10	140	863			350	1765
llex vomitoria	Yaupon holly	UPL	120	50	250			17	005			550	1705
Juglans microcarpa	Texas or little walnut	FAC	9					17					9
Juglans nigra	Black walnut	OBL	5						72				72
Juniperus virginiana	Eastern red cedar	UPL						67	364			400	831
									504			400	
Maclura pomifera	Osage orange, horseapp		FO			100	10	81	235		0	150	81
Morus rubra	Red mulberry	FAC	50			100	18	332		22	9	150	894
Nyssa sylvatica	Blackgum	FAC	100		40		10	100	992	33	9		1234
Parkinsonia aculeata	Retama or palo verde	UPL	200	25	49	24	18	87	434			400	588
Platanus occidentalis	American sycamore	OBL	200	25	200	24			2043	20		100	2592
Prosopis glandulosa	Honey mesquite	UPL						_	339	28			367
Prunus Caroliniana	Carolina cherry laurel	FAC						5	10				5
Prunus mexicana	Mexican plum	FAC						67	49				116
Quercus alba	White Oak	UPL		50	150		29		1405			356	1990
Quercus buckleyi	Texas Red Oak	UPL			250			166	550				966
Quercus fusiformis	Live oak (escarpment)	UPL		50	49			80	112				291
Quercus laceyi	Lacey Oak	FAC	335	50	400				994				1779
Quercus lyrata	Overcup Oak	OBL							230			250	480
Quercus macrocarpa	Bur oak	FAC		49	100	98		296	531		6	500	1580
Quercus marilandica	Blackjack oak	UPL	100					200	370			200	870
Quercus muehlenbergii	Chinquapin Hill Country	UPL	250		100	100		133	293				876
Quercus muehlenbergii	Chinquapin or chinkapin						18	150	1202		18	650	2038
Quercus shumardii	Shumard red oak	OBL			50				727			50	827
Quercus virginiana	Live oak (coastal)	UPL							250			700	950
Rhus lanceolata	Flameleaf sumac	UPL	50	50		100	18	366	281	20	7	196	1088
Rhus virens	Evergreen sumac	UPL				116		63					179
Sambucus nigra var. canc	-	OBL	50	10	150	32		80	583			50	955
Sapindus saponaria var. d		FAC				98		333	739	10		196	1376
Sophora secundiflora (syr	n. Texas mountain laurel	UPL		49	98	147		117	590	49		147	1197
Taxodium distichum	Bald cypress	OBL	250	10	235	25			2444			100	3064
Ulmus americana	American Elm	FAC	50		150			273	875				1348
Ulmus crassifolia	Cedar elm	UPL	100	50	100	51	18	67	715			200	1301
Ungnadia speciosa	Mexican buckeye	FAC	98		294	196		731	1501	19	9	490	3338
Vachellia/Acacia farnesia		UPL						67	136	25	12		240
-	70741	,	0775	767		4070				207			

TOTAL	n/a	2775	767	4192	1953	191	6675	34923	287	130	7530	59423
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Social Impacts

City Forest Carbon Project Social Impacts



UN Sustainable Development Goals

The 17 United Nations Sustainable Development Goals (SDGs) are an urgent call for action and global partnership among all countries, representing key benchmarks for creating a better world and environment for everyone. Well-designed and managed urban forests make significant contributions to the environmental sustainability, economic viability and livability of cities. They help mitigate climate change and natural disasters, reduce energy costs, poverty and malnutrition, and provide ecosystem services and public benefits. See more details in the CFC Carbon Project Social Impact Reference Guide.

Instructions

This template sets out all relevant SDGs and lists various urban forest project activities that fall within each SDG. Evaluate the SDGs to determine how your carbon project provides social impacts that may contribute towards achievement of the global goals. Check the box(es) that contain one of your project activities and describe in no fewer than two sentences how your project activities align with the corresponding SDG. On page 12, select the icon for three to five of the most relevant SDGs to your project and provide any additional information.

SDG 3 - Good Health and Well Being

Goal: Ensure healthy lives and promote well-being for all at all ages.

Examples of project activities include, but are not limited to:

- \boxtimes Plant or protect trees to reduce or remove air pollutants
- \Box If planting trees, select trees for reduced pollen counts and irritant production
- ☑ Plant or protect trees to create shade, provide UV exposure protection, reduce extreme heat negative effects, and/or reduce temperatures to relieve urban heat effects
- \Box Design project to buffer sounds, optimize biodiversity, or create nature experiences
- \Box Locate project near vulnerable populations, such as children or elderly
- □ Locate project near high volume roads to screen pollutants
- □ Locate project near people to encourage recreation, provide new parks or green space, or otherwise promote an active lifestyle
- □ Locate project near schools, elderly facilities, or mental health services to promote nature-based wellness, attention restoration, or other mental well-being
- □ Locate project in area with conditions of project-defined high inequity to trees, such as at schools, affordable or subsidized housing, formerly redlined neighborhoods, areas with high property vacancy rates, or area with high proportion of renters
- \boxtimes Reduce stormwater runoff or improve infiltration rates
- □ Design project to reduce human exposure to specific pollutants or toxins
- □ Other

The Central Texas Floodplain Reforestation Project 2023 plants forest buffers along degraded creeks, streams, and rivers on public and private land. The program's goals are to enhance regional cooling through new. tree canopy, sequester CO2, mitigate flooding effects from storm water runoff, increase infiltration rates, improve air & water quality, and create critical wildlife habitat. The trees planted are protected for at least 25 years through a deed covenant, which prohibits the removal of trees before then. The new trees will provide shade along waterways that are currently lacking tree canopy and rebalance the ecosystem.

SDG 6 - Clean Water and Sanitation

Goal: Ensure availability and sustainable management of water and sanitation for all

Examples of project activities include, but are not limited to:

- \square Research and assess environmental injustices related to water in project area
- □ Locate project near high-traffic roads or to otherwise improve, mitigate, or remediate toxic landscapes near water
- Protect or plant trees to improve historically or culturally important sites related to water that have been degraded and/or neglected
- Reduce stormwater by planting or protecting trees
- Plant forested buffers adjacent to streams, rivers, wetlands, or floodplains
- \Box Prevent soil erosion by protect steep slopes

- \boxtimes Improve infiltration rates
- \Box Improve, mitigate, or remediate toxic landscapes and human exposure to risk
- oxtimes Drought resistance, such as selecting appropriate water-efficient trees for project climate zone
- \Box Other

The Central Texas Floodplain Reforestation Project 2023 plants forest buffers along degraded creeks, streams and rivers on public and private land. The program goals are to enhance regional cooling through new tree canopy, sequester CO2, mitigate flooding effects from storm water runoff, improve infiltration rates, improve air & water quality, and create critical wildlife habitat. The project operator selects native trees appropriate to the Central Texas climate zone and creates detailed planting plans for each specific site, according to their eco-region and further differentiates planting areas by Upland and Wetland areas to ensure trees are planted in their appropriate zones. This not only helps ensure the survival of the trees, but also considers the warming climate.

SDG 8 - Decent Work and Economic Growth

Goal: Promote sustained, inclusive and sustainable economic growth, full and productive employment and decent work for all

Examples of project activities include, but are not limited to:

- □ Community participation in project implementation, including such things as providing access to financial resources for ongoing community-based care
- Emphasize local hiring and support small businesses
- Promote local economic opportunities through workforce training, career pathway development, or other employment
- \Box Other

The Central Texas Floodplain Reforestation Project 2023 boosts the local economy in many ways by supporting small businesses and by providing opportunities for career development for staff members. TreeFolks sources between 50,000-100,000 tree seedlings, annually, through local nurseries and has created a market by way of demand, for more than ten years of reforestation projects. In addition to supporting local nurseries, TreeFolks employs a full-time staff of 16, and budgets for professional development each year, with many opportunities for internal career advancement.

SDG 10 - Reduced Inequalities

Goal: Reduce inequalities within and among countries

Examples of project activities include, but are not limited to:

- Provide connections and cohesion for social health, such as create or reinforce places that promote informal interactions, engage local residents and users in tree management, include symbolic or cultural elements, or other events
- □ Research, understand, and design to address understand historic and current sociocultural inequities, community health conditions, environmental injustices, or prior local greening efforts in community

- □ Locate project near vulnerable populations, such as children or elderly, to provide air quality improvements or buffer against extreme heat effects
- □ Locate project in high-density residential areas or where there is a lack of trees to improve access and promote an active lifestyle
- □ Locate project near schools, elderly facilities, or mental health services to promote nature-based wellness, attention restoration, or other mental well-being
- □ Locate project in area with conditions of project-defined high inequity to trees, such as at schools, affordable or subsidized housing, formerly redlined neighborhoods, areas with high property vacancy rates, or area with high proportion of renters
- □ Locate project near high-traffic roads or to otherwise improve, mitigate, or remediate toxic landscapes
- Protect or plant trees to improve historically or culturally important sites that have been degraded and/or neglected
- Community engagement in project design, including such things as engaging and respecting existing relationships and social networks, community cultural traditions, and public participation methods that are empowering and inclusive
- Community participation in project implementation, including such things as addressing and removing barriers to participation, promote ongoing community-based care and access to financial resources
- Emphasize local hiring and support small businesses
- □ Research and consider potential for gentrification and displacements
- Promote local economic opportunities through workforce training, career pathway development, or other employment
- □ Other

This project partners with floodplain landowners within the community who have degraded creeks and streams. TreeFolks removes all financial barriers for program participation by providing on-site consultations, trees, and planting services at no-cost to landowners. Participating landowners transfer carbon credits to TreeFolks, to help offset planting costs in subsequent years.

The Central Texas Floodplain Reforestation Project 2023 boosts the local economy in many ways by supporting small businesses and by providing opportunities for career development for staff members. TreeFolks sources between 50,000-100,000 tree seedlings, annually, through local nurseries and has created a market by way of demand, for more than ten years of reforestation projects. In addition to supporting local nurseries, TreeFolks employs a full-time staff of 16, and budgets for professional development each year, with many opportunities for internal career advancement.

SDG 11 - Sustainable Cities and Communities

Overall: Make cities inclusive, safe, resilient, and sustainable.

Examples of project activities include, but are not limited to:

- ☑ Plant or protect trees to reduce or remove air pollutants
- \Box If planting trees, select trees for reduced pollen counts and irritant production
- □ Locate project near high volume roads to screen pollutants

- Locate project near vulnerable populations, such as children or elderly
- ☑ Plant or protect trees to create shade, provide UV exposure protection, reduce extreme heat negative effects, and/or reduce temperatures to relieve urban heat effects
- □ Locate project near people to encourage recreation, provide new parks or green space, or otherwise promote an active lifestyle
- □ Design project to improve wellness and mental health, such as planting trees to buffer sounds, optimize biodiversity, optimize views from buildings, or create nature experiences
- □ Locate project near schools, elderly facilities, or mental health services to promote nature-based wellness, attention restoration, or other mental well-being
- Provide connections and cohesion for social health, such as create or reinforce places that promote informal interactions, engage local residents and users in tree management, include symbolic or cultural elements, or other events
- Research, understand, and design to address understand historic and current sociocultural inequities, community health conditions, environmental injustices, or prior local greening efforts in community
- □ Locate project in area with conditions of project-defined high inequity to trees, such as at schools, affordable or subsidized housing, formerly redlined neighborhoods, areas with high property vacancy rates, or area with high proportion of renters
- □ Community engagement in project design, including such things as engaging and respecting existing relationships and social networks, community cultural traditions, and public participation methods that are empowering and inclusive
- Community participation in project implementation, including such things as addressing and removing barriers to participation, promote ongoing community-based care and access to financial resources
- □ Other

The Central Texas Floodplain Reforestation Project 2023 plants forest buffers along degraded creeks, streams and rivers on public and private land. The program goals are to enhance regional cooling through new tree canopy, sequester CO2, mitigate flooding effects from storm water runoff, increase infiltration rates, improve air & water quality and create critical wildlife habitat. The trees planted are protected for at least 25 years through a deed covenant, which prohibits the removal of trees before then. The new trees will provide shade along waterways that are currently lacking tree canopy and rebalance the ecosystem.

This project relies on participation of floodplain landowners within the community who have degraded creeks and streams. TreeFolks removes all financial barriers for program participation by providing onsite consultations, trees, and planting services at no-cost to landowners. Participating landowners transfer carbon credits to TreeFolks, to help offset planting costs in subsequent years.

SDG 12 - Responsible Production and Consumption

Goal: Ensure sustainable consumption and production patterns

Examples of project activities include, but are not limited to:

☑ Plant or protect trees to create shade or reduce temperatures to relieve urban heat effects

Provide cooling benefits and energy savings by shading impervious surfaces such as streets or parking lots, or planting trees on south and west sides of buildings
Other

The Central Texas Floodplain Reforestation Project 2023 plants forest buffers along degraded creeks, streams, and rivers on public and private land. The program goals are to enhance regional cooling through new tree canopy, sequester CO2, mitigate flooding effects from storm water runoff, increase infiltration rates, improve air & water quality, and create critical wildlife habitat. The trees planted are protected for at least 25 years through a deed, which prohibits the removal of trees before then. The new trees will provide shade along waterways that are currently lacking tree canopy and rebalance the ecosystem.

SDG 13 - Climate Action

Goal: Take urgent action to combat climate change and its impacts.

Examples of project activities include, but are not limited to:

- ☑ Plant or protect trees to reduce or remove air pollutants
- Plant or protect trees to create shade or reduce temperatures to relieve urban heat effects
- □ Promote community capacity for social and climate resilience by engaging local residents or users in tree management, or other events to connect people to the project
- □ Reflect cultural traditions and inclusive engagement for climate resilience
- ⊠ Design project to improve soil health
- □ Provide cooling benefits and energy savings by shading impervious surfaces such as streets or parking lots, or planting trees on south and west sides of buildings
- oxtimes Plant or protect trees to reduce stormwater runoff
- Select water-efficient trees for climate zone and drought resistance
- oxtimes Create and/or enhance wildlife habitat
- □ Other

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SDG 14 - Life Below Water

Goal: Conserve and sustainably use the oceans, seas and marine resources for sustainable development.

Examples of project activities located in areas with marine ecosystems include, but are not limited to:

- □ Locate project near high-traffic roads or to otherwise improve, mitigate, or remediate toxic landscapes near water
- oxtimes Plant or protect trees in project areas to reduce stormwater runoff
- oxtimes Plant forested buffers adjacent to streams, rivers, wetlands, or floodplains
- □ Prevent soil erosion into by protecting steep slopes
- \boxtimes Improve infiltration rates
- □ Improve, mitigate, or remediate toxic landscapes and human exposure to risk
- ☑ Drought resistance, such as selecting appropriate water-efficient trees for project climate zone
- Enhance wildlife habitat, such as riparian habitat for fish, birds, and other animals
- \Box Other

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The project operator selects native trees appropriate to the Central Texas climate zone and creates detailed planting plans for each specific site, according to their eco-region and further differentiates planting areas by Upland and Wetland areas to ensure trees are planted in their appropriate zones. This not only helps ensure the survival of the trees, but also considers the warming climate.

Planting native trees, along with encouraging landowners to plant native grasses and wildflower mixes, contributes to improving soil health on floodplain properties. Livestock must be fenced out of planting areas, which reduces soil compaction and allows vegetation to recover. Wildflowers and trees contribute food resources for pollinators and restore wildlife corridors along and within creeks and streams. By increasing the width of the riparian buffer this project will help enhance the quality of the aquatic habitat by filtering nutrients, pesticides, and animal waste from land runoff, providing additional shade and shelter, and eventually by supplying large and small pieces of woody debris that provide habitat for fish, invertebrates and amphibians.

SDG 15 - Life on Land

Goal: Protect, restore and promote sustainable use of terrestrial ecosystems, sustainably manage forests, combat desertification, and halt and reverse land degradation and halt biodiversity loss.

Examples of project activities include, but are not limited to the following with increased functionality of green infrastructure:

- ☑ Plant or protect trees to reduce stormwater runoff
- oxtimes Select water-efficient trees for climate zone and drought resistance
- Create and/or enhance wildlife habitat to improve local biodiversity
- Plant forested buffers adjacent to streams, rivers, wetlands, or floodplains
- \Box Prevent soil erosion by protect steep slopes
- \boxtimes Improve infiltration rates

\Box Other

The Central Texas Floodplain Reforestation Project 2023 plants forest buffers along degraded creeks, streams, and rivers on public and private land. The program goals are to enhance regional cooling through new tree canopy, sequester CO2, mitigate flooding effects from storm water runoff, increase infiltration rates, improve air & water quality, and create critical wildlife habitat. The trees planted are protected for at least 25 years through a deed, which prohibits the removal of trees before then. The new trees will provide shade along waterways that are currently lacking tree canopy and rebalance the ecosystem.

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SDG 17 - Partnerships for the Goals

Overall: Strengthen the means of implementation and revitalize the global partnership for sustainable development.

Examples of project activities include, but are not limited to:

- □ Promote community connections and capacity for social resilience by engaging local residents or users in tree management, or other events to connect people to the project
- □ Community engagement in project design, including such things as engaging and respecting existing relationships and social networks, community cultural traditions, and public participation methods that are empowering and inclusive
- Community participation in project implementation, including such things as addressing and removing barriers to participation, promote ongoing community-based care and access to financial resources.
- □ Other

This project relies on participation of floodplain landowners within the community who have degraded creeks and streams. TreeFolks removes all financial barriers for program participation by providing onsite consultations, trees, and planting services at no-cost to landowners. Participating landowners transfer carbon credits to TreeFolks, to help offset planting costs in subsequent years.

Summary of Project Social Impacts Central Texas Floodplain Reforestation Project 2023



The Central Texas Floodplain Reforestation Project 2023 plants forest buffers along degraded creeks, streams, and rivers on public and private land. The program goals are to enhance regional cooling through new tree canopy, sequester CO2, mitigate flooding effects from storm water runoff, increase infiltration rates, improve air & water quality, and create critical wildlife habitat. The trees planted are protected for at least 25 years through a deed, which prohibits the removal of trees before then. The new trees will provide shade along waterways that are currently lacking tree canopy and rebalance the ecosystem.



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