Landowner Agreement

For Projects Funded by the Salmon Recovery Funding Board

This Agreement, dated and effective beginning the 4th day of April, 2016, is made and entered into by and between the Landowner and Grantee identified herein. The parties intend that all terms of this Agreement shall remain in effect for a period of ten years from the date of project completion, and the agreement shall be binding on all successors in interest during this time. The date of project completion is the date of final payment to the project sponsor (here Grantee), as defined in Section E of the Salmon Project Agreement. It is the responsibility of the Grantee to inform the landowner of this date.

Landowner Name (Landowner): Pacific County Public Works Department, Mike Collins Director

Street Address: P.O. Box 66

City, State, Zip Code: South Bend, WA 98586

Salmon Recovery Funding Board Project Sponsor (Grantee):

Grantee Name: Pacific County Anglers

Street Address: 148 Airport Road

City, State, Zip Code: Raymond, WA 98577

Purpose of Landowner Agreement

The purpose of this Agreement is to identify and confirm the terms, conditions and obligations agreed upon between the Grantee, who is undertaking a project (Project) funded by the Salmon Recovery Funding Board (SRFB), and the Landowner, who owns the property on which the Project will take place.

The Grantee and Landowner mutually agree to participate in conducting the salmon habitat improvement activities described below on lands owned by Landowner in 24 Watershed (Water Resource Inventory Area), Pacific County, State of Washington, Tax Parcel No. 13082523043, at Pacific County Hyland Stringer Road Culvert Crossing on Stringer Creek. The activities also are described in, and in accordance with, the Recreation and Conservation Office (RCO)'s Project

Agreement No. 15-1047 dated 12/9/15, into which this agreement, once signed by both parties, becomes incorporated herein.

The Grantee (Pacific County Anglers, PCA) Agrees to:

1. Be responsible for the design and installation of the project, and the conduct and activities of its staff, agents, and representatives.

2. Provide the Landowner with a timeline of estimated dates of Project activities, including start and completion dates, and to keep the Landowner informed of progress.

3. Conduct the project-related activities described in the Project Description, as appended to this agreement.

4. Leave all remaining portions of the property in as near pre-project condition as reasonable, or as otherwise agreed upon in writing with Landowner.

5. Inform Landowner of project completion and the dates for this Agreement.

6. Hold harmless the landowner from any liability associated from injuries or damages occurring to workers implementing the project.

7. Identify the specific maintenance and/or monitoring activities that will be provided by grantee in Attachment A (Include frequency and duration).

The Landowner (Pacific County) Agrees to:

1. Provide reasonable property access to the Grantee to plan, implement, and complete the project, and to conduct the long-term maintenance and monitoring activities, as described in the Project Description attached to this agreement.

2. Provide the Grantee and RCO, or their employees, agents, representatives, contractors, or assignees, the right to enter the land, at reasonable times, and upon reasonable notice. Entry is solely for project implementation and management purposes, to inspect completed work and to monitor long-term success of the completed project. Except in case of emergency, reasonable notice shall be given at least 48 hours before entry.

3. Not intentionally compromise the integrity of the project;

4. Inform Grantee of all known safety hazards on the property;

5. Identify the specific maintenance and/or monitoring activities that will be provided by Landowner in Attachment A (Include frequency and duration).

Landowner has no obligation to provide access to parties other than the Grantee or RCO, or their employees, agents, representatives, contractors, or assignees. For the purposes of viewing the Project for information or educational purposes, Landowner and Grantee must mutually agree before such third-party access is offered.

General Terms

The Landowner shall notify the Grantee of changes in ownership of the property on which the Project is located within thirty (30) days of transfer. In the event of such transfer of ownership, the Landowner shall provide a copy of this Agreement to the succeeding owner prior to such transfer. The Landowner's written notification to the Grantee will include the name of the new landowner. The sponsor then will contact the new landowner to determine whether or not the landowner agrees to continue the landowner's specific maintenance, monitoring, and reporting responsibilities as described in Attachment A (if applicable), and to not intentionally compromise the integrity of the project. If the new landowner agrees, please provide a copy of the new landowner-signed statement to continue the landowner's monitoring, maintenance, and reporting responsibilities as described in Attachment A.

To comply with Executive Order 05-05, Archaeological and Cultural Resources, Grantees may have to complete a cultural resources survey in response to any cultural resources concerns that might arise. Grantees will notify the landowner if a consultation is required. If required, consultations must be completed before construction begins.

This agreement may be terminated by the Grantee, if in its discretion, it determines that circumstances have rendered the Purpose of this agreement impractical to achieve. Termination also may be sought by either party by providing written notice to the other party. Such termination shall be effective only after authorized representatives of both parties have agreed in writing to such termination and RCO has been provided a thirty (30) day advance written notice of such termination. If, in the event the project is intentionally removed, destroyed, or otherwise compromised in function, or if successor Landowners do not agree to the terms of this Agreement, RCO reserves the right to seek remedy as described in Section 23 of the Salmon Project Agreement and Washington Administrative Code 420-12-085, which requires the project sponsor to provide a new restoration site to serve as replacement.

This Agreement does not authorize the Grantee or RCO to assume jurisdiction over, or any ownership interest in, the premises. The Landowner retains sole responsibility for taxes, assessments, damage claims, and controlling trespass. The Landowner also retains all benefits and enjoyment of the rights of ownership except as are specifically provided in this agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Grantee	Date
Landowner	Date

Provide a copy of this Agreement, and any amendments to this Agreement, to the RCO:
Washington State Recreation and Conservation Office, PO Box 40917 Olympia, WA 98504-0917

Attachment A: Project Description and Maintenance Responsibilities

1. Written description of the project-related activities that will occur on Landowner's Property (consistent with project cost elements) and the anticipated salmon or environmental quality benefits: (Include restoration/enhancement activities and any long-term maintenance needs and effectiveness monitoring activities that will occur in future years.)

Replacing this culvert will open up 6.6 miles of habitat. The project is located in Pacific County on Hyland/Stringer Road. Highland Stringer Road as it crosses Stringer Creek and downstream on Pacific County Parcel #13082523043. The Hyland/Stringer Creek culvert is .6 miles upstream from the confluence with the Willapa River.

Restore natural stream processes including: fish passage, access to floodplain, adding meanders, LWD, pools and riffles, riparian habitat and spawning. Restore spawning habitat and fish passage to enhance natural salmon populations.

Remove the fish passage barrier culvert at Highland Stringer Road and replace it with a 34' X 24'-4" X 8'-2" box culvert. Approximately 501' of new channel downstream of the culvert will be created and meandered to make up for the 6'-8' elevation difference. Meanders, pools and riffles and approximately 80 pieces large woody debris will be installed downstream. All work will be performed per final plans and specifications. The entire downstream riparian area within the Pacific County Anglers property will be replanted with native shrubs and trees. The suggested native plantings will be willow, dogwood, snowberry, fir and cedar.

Pacific County Public works will need to grant two temporary easements to John and Vickie McNamara and the Pacific County Anglers for the temporary road.

The original required match for the project provided by Pacific County was $68,048.00. With help from USFWS and the Willapa Valley Water District, Pacific County now has an approximate match of $5,000.00 match requirement. This can be in form of: cash, labor, equipment, purchasing project items, etc. SRFB prefers the match to go towards goods and services versus cash.

2. Describe the maintenance and monitoring responsibilities of both the Landowner and Grantee for the term of this agreement. Include the activities, frequency and duration of work to be performed.

A final inspection from the county will be performed on the new culvert. After construction is completed on the new culvert, it will go onto Pacific County's Public Works maintenance schedule.

It is further understood and agreed by the parties hereto that the Landowner shall retain the right to inspect and approve the work during construction and upon completion.

Once the project is completed, Pacific County will provide all maintenance required on the culvert and perform any work on the culvert, as they would have prior to the construction of the project. Once the project is completed and inspected an approved by the Pacific County, PCA will no longer be responsible for the culvert as it crosses under Hyland Stringer Road. The private water intake will be the responsibility of the landowner.