

**LANDOWNER AGREEMENT
FOR PROJECTS FUNDED BY THE
SALMON RECOVERY FUNDING BOARD**

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OCT 16 2006
INTERAGENCY COMMITTEE
FOR OUTDOOR RECREATION

This Agreement, dated and effective beginning the first day of September, 2002, 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 commencement, and the agreement shall be binding on all successors in interest during this time.

Landowner Name (**Landowner**): Patrick Hardwick
Street Address: 14815 SE 46th St.
City, State, Zip Code: Bellvue, WA 98006

Salmon Recovery Funding Board Project Sponsor (**Grantee**):

Grantee Name: Chelan County Natural Resources Department
Street Address: 315 Washington St. Suite 401
City, State, Zip Code: Wenatchee, WA 98801

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 46 Watershed (Water Resource Inventory Area), Chelan County, State of Washington, Tax Parcel No. 251705500160. The activities are also described in, and in accordance with, the Salmon Recovery Funding Board's Project Agreement No. 05-1509R dated 1/6/2006, into which this agreement, once signed by both parties, becomes incorporated herein.

The Grantee agrees to:

1. Be responsible for the design, installation, 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 an Attachment (Include frequency and duration).

The Landowner 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 SRFB, or their employees, agents, representatives, 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 prior to 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 an Attachment (Include frequency and duration).

Landowner has no obligation to provide access to parties other than the Grantee or SRFB. 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.

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 SRFB 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, the SRFB reserves the right to seek reimbursement for the project costs incurred by, and paid to the Grantee with funding under the aforementioned SRFB Project Agreement.

This Agreement does not authorize the Grantee or SRFB 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

9/18/2006

Provide a copy of this Agreement, and any amendments to this Agreement, to the SRFB:
Washington State Salmon Recovery Funding Board, PO BOX 40917 Olympia, WA 98504-0917

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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):** *(Include restoration/enhancement activities and any long-term maintenance needs and effectiveness monitoring activities that will occur in future years.)*

Replace an existing barrier culvert with a modular steel bridge. Landowner agrees to take no action that compromises the integrity of the bridge or its fish passage function.

- 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.**

Chelan County will arrange for all monitoring. Monitoring shall be in accordance with the protocols outlined by Dr. Hillman. Landowner agrees to take no action that compromises the integrity of the bridge or its fish passage function.