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**LANDOWNER AGREEMENT
FOR INSTREAM RESTORATION PROJECTS**

RECREATION AND CONSERVATION OFFICE

THIS AGREEMENT is made and entered into this 1st day of June 2007, by and between the Landowner(s) identified herein for themselves, executors, administrators, successors, and assigns, hereinafter call Landowner; and the Chelan County Natural Resources Department, hereinafter called the Grantee, for the purpose of conducting restoration activities for the benefit of fish and wildlife resources in the Entiat Watershed in Chelan County, Washington.

Landowner: Youth Dynamics
Address: 19537 Chiwawa Loop Road
City, State, Zip Code: Leavenworth, WA 98826
Phone: 509-763-3161
Tax Parcel No.: 261806440000

Grantee: Chelan County Natural Resources Department
Address: 316 Washington St. Suite 401
City, State, Zip Code: Wenatchee, WA 98801
Phone: (509) 667-6567

Purpose of Landowner Agreement: To set forth the terms, conditions and obligations agreed upon between the Grantee, who is undertaking a Project funded by federal and state grants, and the Landowner, who owns the property on which the Project is located.

Period of Performance: The terms of this agreement will begin upon signature of all parties.

Project Description: Exhibit A of this agreement sets forth all specific project details.

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 and to keep the Landowner informed of progress.
3. Give reasonable notice of at least 48 hours to the Landowner prior to Project site entry, except in cases of emergency.
4. Conduct the project-related activities described in Exhibit A, Project Description, as appended to this agreement.
5. Leave all remaining portions of the property in as near pre-project condition as reasonable, or as otherwise agreed upon in writing with Landowner.
6. Inform Landowner of certification of project completion.

The Landowner agrees to:

1. Guarantee ownership of the above-described land and warrants there are no outstanding rights that interfere with this Agreement.
2. Provide reasonable property access to the Grantee and its contractors to plan, install, and complete the project.
3. Provide the Grantee and its technical partners reasonable access for monitoring activities, as described in the Project Description attached to this agreement, for a minimum of five years.
4. Provide reasonable access to the Grantee, accompanied by grant funding agency and/or technical staff, at reasonable times and upon reasonable notice, for the purposes of viewing the Project for informational or educational purposes.
5. Refrain from compromising the integrity of the project.
6. Inform Grantee of all known safety hazards on the property.
7. Notify Grantee if the structure(s) appear to be threatened by natural events or vandalism.
8. Notify the Grantee immediately of any change in ownership that takes place during the period of this agreement.

Landowner has no obligation to provide access to parties other than the Grantee or project partners. For the purposes of viewing the Project for informational or educational purposes, Landowner and Grantee must mutually agree before such third-party access is offered.

It is mutually agreed that:

1. This agreement does not authorize the Grantee to assume any ownership interest in or jurisdiction over said premises. The landowner retains the enjoyment of the rights of ownership and all original benefits and responsibilities, including all rights to control trespass and retains all responsibility for taxes, assessments, damage claims, and maintenance obligations after completion.
2. A change in ownership shall not change the terms of this agreement. The agreement and terms shall be in effect on the described land for the period of the agreement unless the agreement is terminated earlier in accordance with the provisions contained herein. In the event of a transfer of ownership during the project period, the Landowner shall provide a copy of this agreement to the succeeding owner prior to such transfer. Upon expiration or termination of this agreement, the Landowner assumes full and complete responsibility for all restoration developments made under this agreement.
3. Upon certification of project completion, the Landowner assumes all rights and responsibilities for maintenance and ownership of the project.
4. Landowner has no obligation to provide access to parties other than the Grantee. For purposes of viewing the Project for informational or educational purposes, Landowner and Grantee must mutually agree before such third-party access is offered.

Project Description

Written description of the project-related construction activities that will occur on the Landowner's property (consistent with project cost estimates):

- Access & Material Staging Area
- Existing Culvert Removal
- Install Concrete Panel Bridge
- Riparian revegetation and site restoration

Written description of the project-related implementation and effectiveness monitoring activities that will occur post-construction:

- Snorkel surveys
- Habitat surveys
- Physical structure surveys
- Plant survival and growth surveys
- Photo points

General Terms & Conditions:

This agreement may be modified at any time by mutual written consent by authorized representatives of all the parties. It may be terminated by the Grantee, if in its discretion, it determines that circumstances have rendered the purpose of this agreement impractical to achieve. Any party may seek termination of this agreement by providing notice in writing to the other parties that it desires the agreement to be terminated. Such termination shall be effective thirty (30) days after authorized representatives of all parties have agreed in writing to such termination. If termination is initiated by the Landowner, the Grantee will be reimbursed for the portion of the costs of the project provided by the Grantee.

Each of the parties to this agreement agrees that it will be liable for its own acts and the acts of its employees, agents, representatives, subsidiaries, or affiliates, and the results thereof, in connection with the performance of its obligations under this agreement, and for its own acts and the acts of its employees, agents, representatives, subsidiaries, or affiliates, and the results thereof, that occur on the land, unless such acts or results arise from the negligent or willful acts, or omissions of the other parties to this agreement, their employees, agents, representatives, subsidiaries, or affiliates.

IN WITNESS THEREOF, the parties have executed this Agreement on the day, month, and year last indicated:

Landowner(s):

By: [Signature]
(Signature)

Date: 4/25/07

By: _____
(Signature)

Date: _____

Chelan County Natural Resources Department:

By: Alan Schmitt
(Signature)

Date: 7-13-07

Title: HABITAT PROGRAM MANAGER