Landowner Agreement
Mercer Creek Riparian Restoration

This Agreement dated and effective beginning September 4, 2020 is made and entered into by and between the Landowner and Mid-Columbia Fisheries Enhancement Group (MCF). 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.

Landowner Name (Landowner):	Kittitas County Public Works
Street Address:	E Helena Ave
City, State, Zip Code:	Ellensburg, WA 98926
Project Sponsor:	Mid-Columbia Fisheries Enhancement Group
Street Address:	PO Box 2211
City, State, Zip Code:	White Salmon, WA 98672

Purpose of Landowner Agreement

The purpose of this Agreement is to identify and confirm the terms, conditions and obligations agreed upon between MCF, who is undertaking a project (Mercer Creek Riparian Restoration) funded by the Washington Department of Ecology (DOE) and the Landowner, who owns the property on which the Project will take place. MCF is partnering with the City of Ellensburg and Kittitas County ("project partners") on project design, implementation and maintenance.

MCF will undertake the project in accordance with the DOE's Funding Agreement No **WQC-2020-MCFEG-00204.**

MCF and Landowner mutually agree to participate in conducting the salmon habitat and water quality improvement activities described below at E Helana Ave, Ellensburg, WA 98926, Tax Parcel Nos. 21998.

MCF agrees to:

1. Be responsible for permitting, design and installation of the Project.
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 project-related implementation activities described in the Project Description in Attachment 1 of 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. Hold harmless Landowner from any liability associated from injuries or damages occurring to workers implementing the Project.
6. Conduct maintenance activities described in the Project Description in Attachment 1 of this agreement.

The Landowner agrees to:

1. Provide reasonable property access to MCF and project partners to plan, implement, and complete the project, and to conduct the long-term maintenance and monitoring activities, as described in the Project Description in Attachment 1 of this agreement. Construction activities undertaken by Kittitas County will be covered under a separate temporary construction agreement between Kittitas County and the Landowner.

2. Provide MCF, project partners, and the funding agency (DOE), 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 planning, implementation and management purposes, to inspect completed work, and to evaluate long-term success of the completed project. Except in case of emergency, reasonable notice shall be given at least 24 hours prior to entry.

3. Not change, willfully destroy, authorize or permit others to change or willfully destroy the characteristics of the Project without the express and written consent of MCF.

4. Inform MCF of known safety hazards on the property.

Landowner has no obligation to provide access to parties other than MCF, project partners and grant funding officials from the DOE. For the purposes of viewing the Project for information or educational purposes, Landowner and MCF will mutually agree before third-party access is offered. At the Landowner's request, MCF can notify the Landowner prior to accessing the property.

General Terms

The Landowner shall notify MCF of changes in ownership of the property on which the Project is located within thirty (30) days of transfer, including the new landowner's name and contact information. 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 including activities described in Attachment 1.

To comply with Executive Order 05-05, Archaeological and Cultural Resources, MCF will hire a consultant to complete a cultural resources survey.

This agreement may be terminated by MCF, 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 DOE 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 DOE reserves the right to seek reimbursement from MCF for the project costs incurred by, and paid to the Project Sponsor with funding under the aforementioned project agreements.

This Agreement does not authorize MCF or DOE 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.

Attachment 1. Project Description and Maintenance Responsibilities

ROLES AND RESPONSIBILITIES

A. MCF will provide:
- Coordination with landowners;
- Permitting and cultural resources review related to project implementation;
- Completion of Riparian Planting Plan and a Stream and Habitat Enhancement Plan required by the Department of Ecology;
- Contract management required to install inset floodplain, excavate sediment from the creek and install habitat logs/boulders;
- Treatment of crack willow on the right bank ("kill-in-place" method);
- Seeding or planting disturbed areas in the project area;
- Fencing and plant maintenance of inset floodplain and riparian buffer area; and
- All reporting required by Department of Ecology.

B. The County will provide:
- Technical support required to complete permit applications related to the design of inset floodplain, removal of left bank crack willow, installation of inset floodplain, removal and hauling of excavated material, and installation of habitat logs/boulders;
- Design of inset floodplain of up to 50 ft width along 1,200 ft length of Mercer Creek (minimum 1 acre in size), including flood risk modeling, and a final design sufficient for permitting, bid process, and project implementation, including bid sheet (quantities), engineer-stamped drawings and specifications. Final design is required by May 2020 for contracting;
- Flood risk analysis for current and proposed conditions, utilizing a 2-dimensional hydraulic model for the reach; and
- Hauling and disposal of sediment and excavated material, removed from the channel bed and during creation of the inset floodplain.

Margaret Neuman 9/21/2020

Mid-Columbia Fisheries Enhancement Group Date

Mark K Cook 10-12-2020

Landowner Date

Contact Information:

Mid-Columbia Fisheries:

Margaret Neuman, Executive Director Mid-Columbia Fisheries Enhancement Group PO Box 2211 White Salmon, WA 98672 Cell (509)281-1322, FAX (509)267-2151 fish@midcolumbiafisheries.org	Katrina Strathmann, Project Manager Mid-Columbia Fisheries Enhancement Group 413 N. Main St., STE K Ellensburg, WA 98926 Cell (509) 306-1535, FAX (509)267-2151 katrina@midcolumbiarfisheries.org

Landowner:

Kittitas County Public Works 411 N Ruby St #1 Ellensburg, WA 98926	Mark Cook mark.cook@co.kittitas.wa.us

The Project Sponsor will provide a copy of this Agreement, and any amendments to this Agreement, to:

Heather Simmons WA State Department of Ecology 1250 W Alder St. Union Gap, Washington 98903-0009 Office: 509-454-7207 Cell: 509-379-4600 Hsim461@ecy.wa.gov

Landowner Agreement
Mercer Creek Riparian Restoration

This Agreement dated and effective beginning September 16, 2019 is made and entered into by and between the Landowner and Mid-Columbia Fisheries Enhancement Group (MCF). 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.

Landowner Name (Landowner):	Justin and Celise Bergener
Street Address:	2307 N Airport Rd
City, State, Zip Code:	Ellensburg, WA 98926
Project Sponsor:	Mid-Columbia Fisheries Enhancement Group
Street Address:	PO Box 2211
City, State, Zip Code:	White Salmon, WA 98672

Purpose of Landowner Agreement

The purpose of this Agreement is to identify and confirm the terms, conditions and obligations agreed upon between MCF, who is undertaking a project (Mercer Creek Riparian Restoration) funded by the Washington Department of Ecology (DOE) and the Landowner, who owns the property on which the Project will take place. MCF is partnering with the City of Ellensburg and Kittitas County ("project partners") on project design, implementation and maintenance.

MCF will undertake the project in accordance with the DOE's Funding Agreement No **WQC-2020-MCFEG-00204.**

MCF and Landowner mutually agree to participate in conducting the salmon habitat and water quality improvement activities described below at 2307 N Airport Rd, Ellensburg WA 98926, Tax Parcel No. 652733.

MCF agrees to:

1. Be responsible for permitting, design and installation of the Project.
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 project-related implementation activities described in the Project Description in Appendix 1 of 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. Hold harmless Landowner from any liability associated from injuries or damages occurring to workers implementing the Project.
6. Conduct maintenance activities described in the Project Description in Appendix 1 of this agreement.

The Landowner agrees to:

1. Provide reasonable property access to MCF and project partners to plan, implement, and complete the project, and to conduct the long-term maintenance and monitoring activities, as described in the Project Description in Appendix 1 of this agreement. Construction activities undertaken by Kittitas County will be covered under a separate temporary construction agreement between Kittitas County and the Landowner.

2. Provide MCF, project partners, and the funding agency (DOE), 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 planning, implementation and management purposes, to inspect completed work, and to evaluate long-term success of the completed project. Except in case of emergency, reasonable notice shall be given at least 24 hours prior to entry.

3. Not change, willfully destroy, authorize or permit others to change or willfully destroy the characteristics of the Project without the express and written consent of MCF.

4. Inform MCF of known safety hazards on the property.

5. Conduct maintenance activities described in the Project Description in Appendix 1 of this agreement.

Landowner has no obligation to provide access to parties other than MCF, project partners and grant funding officials from the DOE. For the purposes of viewing the Project for information or educational purposes, Landowner and MCF will mutually agree before third-party access is offered. At the landowners request, MCF can notify the Landowner prior to access the property.

General Terms

The Landowner shall notify MCF of changes in ownership of the property on which the Project is located within thirty (30) days of transfer, including the new landowner's name and contact information. 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 including activities described in Appendix 1.

To comply with Executive Order 05-05, Archaeological and Cultural Resources, MCF will complete a cultural resources survey.

This agreement may be terminated by MCF, 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 DOE 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 DOE reserves the right to seek reimbursement from MCF for the project costs incurred by, and paid to the Project Sponsor with funding under the aforementioned project agreements.

This Agreement does not authorize MCF or DOE 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.

Margaret E Neuman 10-11-2019

Mid-Columbia Fisheries Enhancement Group Date

Justin Bergener 10-10-2019

Landowner Date

Mid-Columbia Fisheries

Margaret Neuman, Executive Director Mid-Columbia Fisheries Enhancement Group PO Box 2211 White Salmon, WA 98672 Cell (509)281-1322, FAX (509)267-2151 fish@midcolumbiafisheries.org	Katrina Strathmann, Project Manager Mid-Columbia Fisheries Enhancement Group 413 N. Main St., STE K Ellensburg, WA 98926 Cell (509)281-1311, FAX (509)267-2151 becca@midcolumbiarfisheries.org

Landowner:

Justin Bergener 2307 N Airport Rd Ellensburg, WA 98926	Justin Bergener justinbergener@gmail.com

The Project Sponsor will provide a copy of this Agreement, and any amendments to this Agreement, to:

Heather Simmons WA State Department of Ecology 1250 W Alder St. Union Gap, Washington 98903-0009 Office: 509-454-7207 Cell: 509-379-4600 Hsim461@ecy.wa.gov

Attachment 1. Project Description and Maintenance Responsibilities

MCF will:

1. Coordinate local, state and federal permitting required for project implementation.
2. Coordinate design and implementation of inset floodplain (recontouring) on right and left bank where authorized.
3. Remove crack willow trees including rootballs from the left bank of Mercer Creek and remove crack willow trees on the right bank using a "kill-in-place" method or physical removal as allowed
4. Plant native shrubs and trees into the recontoured floodplain.
5. Install livestock exclusion fencing on the eastern project boundary as noted on the attached map.
6. Install native grass seed into disturbed areas.
7. Conduct maintenance, including weed management and fence maintenance, for two years following construction during the grant period.

Landowner will:

1. Allow MCF and project partners access for permitting, planning, implementation and maintenance of riparian buffer extending 100 ft from the ordinary high-water mark. The project area is highlighted in the attached map.
2. Allow MCF and project partners access to maintain plantings through weeding or other maintenance activities during the project period.
3. Allow MCF and project partners access to cut and remove non-native crack willow limbs from the right and bank during the project period.
4. Notify MCF of any damage to the restoration site within one week of observing such damage.

Landowner Agreement
Mercer Creek Riparian Restoration

This Agreement dated and effective beginning August 15, 2019 is made and entered into by and between the Landowner and Mid-Columbia Fisheries Enhancement Group (MCF). 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.

Landowner Name (Landowner):	Sally Emerich
Street Address:	2313 N Airport Rd
City, State, Zip Code:	Ellensburg, WA 98926
Project Sponsor:	Mid-Columbia Fisheries Enhancement Group
Street Address:	PO Box 2211
City, State, Zip Code:	White Salmon, WA 98672

Purpose of Landowner Agreement

The purpose of this Agreement is to identify and confirm the terms, conditions and obligations agreed upon between MCF, who is undertaking a project (Mercer Creek Riparian Restoration) funded by the Washington Department of Ecology (DOE) and the Landowner, who owns the property on which the Project will take place. MCF is partnering with the City of Ellensburg and Kittitas County ("project partners") on project design, implementation and maintenance.

MCF will undertake the project in accordance with the DOE's Funding Agreement No **WQC-2020-MCFEG-00204.**

MCF and Landowner mutually agree to participate in conducting the salmon habitat and water quality improvement activities described below at 2313 N Airport Rd, Ellensburg WA 98926, Tax Parcel No. 582733.

MCF agrees to:

1. Be responsible for permitting, design and installation of the Project.
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 project-related implementation activities described in the Project Description in Appendix 1 of 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. Hold harmless Landowner from any liability associated from injuries or damages occurring to workers implementing the Project.
6. Conduct maintenance activities described in the Project Description in Appendix 1 of this agreement.

The Landowner agrees to:

1. Provide reasonable property access to MCF and project partners to plan, implement, and complete the project, and to conduct the long-term maintenance and monitoring activities, as described in the Project Description in Appendix 1 of this agreement. Construction activities undertaken by Kittitas County will be covered under a separate temporary construction agreement between Kittitas County and the Landowner.

2. Provide MCF, project partners, and the funding agency (DOE), 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 planning, implementation and management purposes, to inspect completed work, and to evaluate long-term success of the completed project. Except in case of emergency, reasonable notice shall be given at least 24 hours prior to entry.

3. Not change, willfully destroy, authorize or permit others to change or willfully destroy the characteristics of the Project without the express and written consent of MCF.

4. Inform MCF of known safety hazards on the property.

5. Conduct maintenance activities described in the Project Description in Appendix 1 of this agreement.

Landowner has no obligation to provide access to parties other than MCF, project partners and grant funding officials from the DOE. For the purposes of viewing the Project for information or educational purposes, Landowner and MCF will mutually agree before third-party access is offered. At the landowners request, MCF can notify the Landowner prior to access the property.

General Terms

The Landowner shall notify MCF of changes in ownership of the property on which the Project is located within thirty (30) days of transfer, including the new landowner's name and contact information. 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 including activities described in Appendix 1.

To comply with Executive Order 05-05, Archaeological and Cultural Resources, MCF will complete a cultural resources survey.

This agreement may be terminated by MCF, 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 DOE 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 DOE reserves the right to seek reimbursement from MCF for the project costs incurred by, and paid to the Project Sponsor with funding under the aforementioned project agreements.

This Agreement does not authorize MCF or DOE 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.

Margaret E Neuman 9-8-19

Mid-Columbia Fisheries Enhancement Group Date

S Emerich 8-15-19

Landowner Date

Mid-Columbia Fisheries

Margaret Neuman, Executive Director Mid-Columbia Fisheries Enhancement Group PO Box 2211 White Salmon, WA 98672 Cell (509)281-1322, FAX (509)267-2151 fish@midcolumbiafisheries.org	Katrina Strathmann, Project Manager Mid-Columbia Fisheries Enhancement Group 413 N. Main St., STE K Ellensburg, WA 98926 Cell (509)281-1311, FAX (509)267-2151 becca@midcolumbiarfisheries.org

Landowner:

Sally Emerich 2313 N Airport Rd Ellensburg, WA 98926	Sally Emerich emo@kvalley.com

The Project Sponsor will provide a copy of this Agreement, and any amendments to this Agreement, to:

Heather Simmons WA State Department of Ecology 1250 W Alder St. Union Gap, Washington 98903-0009 Office: 509-454-7207 Cell: 509-379-4600 Hsim461@ecy.wa.gov

Attachment 1. Project Description and Maintenance Responsibilities

MCF will:

1. Coordinate local, state and federal permitting required for project implementation.
2. Coordinate design and implementation of inset floodplain (recontouring) on the left bank.
3. Remove crack willow trees including rootballs from the left bank of Mercer Creek, and remove crack willow trees on the right bank using a "kill-in-place" method.
4. Plant native shrubs and trees into the recontoured floodplain.
5. Install livestock exclusion fencing on the eastern project boundary.
6. Install native grass seed into disturbed areas.
7. Conduct maintenance, including weed management and fence maintenance, for two years following construction during the grant period.

Landowner will:

1. Allow MCF and project partners access for permitting, planning, implementation and maintenance of riparian buffer extending 100 ft from the ordinary high water mark.
2. Allow MCF and project partners access to maintain plantings through weeding or other maintenance activities during the project period.
3. Allow MCF and project partners access to cut and remove non-native crack willow limbs from the right bank during the project period.
4. Notify MCF of any damage to the restoration site within one week of observing such damage.

Landowner Agreement
Mercer Creek Riparian Restoration

This Agreement dated and effective beginning September 5, 2019 is made and entered into by and between the Landowner and Mid-Columbia Fisheries Enhancement Group (MCF). 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.

Landowner Name:	Dan Shissler and Martha Kurtz-Shissler
Street Address:	2501 N Airport Rd
City, State, Zip Code:	Ellensburg, WA 98926
Project Sponsor:	Mid-Columbia Fisheries Enhancement Group
Street Address:	PO Box 2211
City, State, Zip Code:	White Salmon, WA 98672

Purpose of Landowner Agreement

The purpose of this Agreement is to identify and confirm the terms, conditions and obligations agreed upon between MCF, who is undertaking a project (Mercer Creek Riparian Restoration) funded by the Washington Department of Ecology (DOE) and the Landowner, who owns the property on which the Project will take place. MCF is partnering with the City of Ellensburg and Kittitas County ("project partners") on project design, implementation and maintenance.

MCF will undertake the project in accordance with the DOE's Funding Agreement No **WQC-2020-MCFEG-00204.**

MCF and Landowner mutually agree to participate in conducting the salmon habitat and water quality improvement activities described below at 2319 N Airport Rd, Ellensburg WA 98926, Tax Parcel Nos. 572733.

MCF agrees to:

1. Be responsible for permitting, design and installation of the Project.
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 project-related implementation activities described in the Project Description in Appendix 1 of 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. Hold harmless Landowner from any liability associated from injuries or damages occurring to workers implementing the Project.
6. Conduct maintenance activities described in the Project Description in Appendix 1 of this agreement.

The Landowner agrees to:

1. Provide reasonable property access to MCF and project partners to plan, implement, and complete the project, and to conduct the long-term maintenance and monitoring activities, as described in the Project Description in Appendix 1 of this agreement. Construction activities undertaken by Kittitas County will be covered under a separate temporary construction agreement between Kittitas County and the Landowner.

2. Provide MCF, project partners, and the funding agency (DOE), 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 planning, implementation and management purposes, to inspect completed work, and to evaluate long-term success of the completed project. Except in case of emergency, reasonable notice shall be given at least 24 hours prior to entry.

3. Not change, willfully destroy, authorize or permit others to change or willfully destroy the characteristics of the Project without the express and written consent of MCF.

4. Inform MCF of known safety hazards on the property.

5. Conduct maintenance activities described in the Project Description in Appendix 1 of this agreement.

Landowner has no obligation to provide access to parties other than MCF, project partners and grant funding officials from the DOE. For the purposes of viewing the Project for information or educational purposes, Landowner and MCF will mutually agree before third-party access is offered. At the landowners request, MCF can notify the Landowner prior to access the property.

General Terms

The Landowner shall notify MCF of changes in ownership of the property on which the Project is located within thirty (30) days of transfer, including the new landowner's name and contact information. 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 including activities described in Appendix 1.

To comply with Executive Order 05-05, Archaeological and Cultural Resources, MCF will complete a cultural resources survey.

This agreement may be terminated by MCF, 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 DOE 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 DOE reserves the right to seek reimbursement from MCF for the project costs incurred by, and paid to the Project Sponsor with funding under the aforementioned project agreements.

This Agreement does not authorize MCF or DOE 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.

Margaret E Neuman 9-23-2019

Mid-Columbia Fisheries Enhancement Group Date

Dan E Shissler Martha Kurtz-Shissler 9-10-19

Landowner Date

Mid-Columbia Fisheries

Margaret Neuman, Executive Director Mid-Columbia Fisheries Enhancement Group PO Box 2211 White Salmon, WA 98672 Cell (509)281-1322, FAX (509)267-2151 fish@midcolumbiafisheries.org	Katrina Strathmann, Project Manager Mid-Columbia Fisheries Enhancement Group 413 N. Main St., STE K Ellensburg, WA 98926 Cell (509)281-1311, FAX (509)267-2151 becca@midcolumbiarfisheries.org

Landowner:

Dan Shissler and Martha Kurtz-Shissler 2501 N Airport Rd Ellensburg, WA 98926	Dan Shissler **dshissler@fairpoint.net**

The Project Sponsor will provide a copy of this Agreement, and any amendments to this Agreement, to:

Heather Simmons WA State Department of Ecology 1250 W Alder St. Union Gap, Washington 98903-0009 Office: 509-454-7207 Cell: 509-379-4600 Hsim461@ecy.wa.gov	

Attachment 1. Project Description and Maintenance Responsibilities

MCF will:

1. Coordinate local, state and federal permitting required for project implementation.
2. Coordinate design and implementation of inset floodplain (recontouring) on the left bank.
3. Remove crack willow trees including rootballs from the left bank of Mercer Creek, and remove crack willow trees on the right bank using a "kill-in-place" method.
4. Plant native shrubs and trees into the recontoured floodplain.
5. Install livestock exclusion fencing on the eastern project boundary.
6. Install native grass seed into disturbed areas.
7. Conduct maintenance, including weed management and fence maintenance, for two years following construction during the grant period.

Landowner will:

1. Allow MCF and project partners access for permitting, planning, implementation and maintenance of riparian buffer extending 100 ft from the ordinary high-water mark.
2. Allow MCF and project partners access to maintain plantings through weeding or other maintenance activities (including fence maintenance) during the project period.
3. Allow MCF and project partners access to cut and remove non-native crack willow limbs from the right bank during the project period.
4. Allow MCF and project partner to remove crack willow trees including rootballs from the left bank of Mercer Creek and remove crack willow trees on the right bank using a "kill-in-place" method.
5. Notify MCF of any damage to the restoration site within one week of observing such damage.

Landowner Agreement
Mercer Creek Riparian Restoration

This Agreement dated and effective beginning September 2, 2019 is made and entered into by and between the Landowner and Mid-Columbia Fisheries Enhancement Group (MCF). 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.

Landowner Name (Landowner):	Mark Thomas
Street Address:	12622 Pine St
City, State, Zip Code:	Garden Grove, CA 92840
Project Sponsor:	Mid-Columbia Fisheries Enhancement Group
Street Address:	PO Box 2211
City, State, Zip Code:	White Salmon, WA 98672

Purpose of Landowner Agreement

The purpose of this Agreement is to identify and confirm the terms, conditions and obligations agreed upon between MCF, who is undertaking a project (Mercer Creek Riparian Restoration) funded by the Washington Department of Ecology (DOE) and the Landowner, who owns the property on which the Project will take place. MCF is partnering with the City of Ellensburg and Kittitas County ("project partners") on project design, implementation and maintenance.

MCF will undertake the project in accordance with the DOE's Funding Agreement No **WQC-2020-MCFEG-00204.**

MCF and Landowner mutually agree to participate in conducting the salmon habitat and water quality improvement activities described below at 401 E Helena Ave, and 403 E Helena Ave, Ellensburg WA 98926, Tax Parcel Nos. 692733 and 842733.

MCF agrees to:

1. Be responsible for permitting, design and installation of the Project.

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 project-related implementation activities described in the Project Description in Appendix 1 of 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. Hold harmless Landowner from any liability associated from injuries or damages occurring to workers implementing the Project.

6. Conduct maintenance activities described in the Project Description in Appendix 1 of this agreement.

The Landowner agrees to:

1. Provide reasonable property access to MCF and project partners to plan, implement, and complete the project, and to conduct the long-term maintenance and monitoring activities, as described in the Project Description in Appendix 1 of this agreement. Construction activities undertaken by Kittitas County will be covered under a separate temporary construction agreement between Kittitas County and the Landowner.

2. Provide MCF, project partners, and the funding agency (DOE), 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 planning, implementation and management purposes, to inspect completed work, and to evaluate long-term success of the completed project. Except in case of emergency, reasonable notice shall be given at least 24 hours prior to entry.

3. Not change, willfully destroy, authorize or permit others to change or willfully destroy the characteristics of the Project without the express and written consent of MCF.

4. Inform MCF of known safety hazards on the property.

5. Conduct maintenance activities described in the Project Description in Appendix 1 of this agreement.

Landowner has no obligation to provide access to parties other than MCF, project partners and grant funding officials from the DOE. For the purposes of viewing the Project for information or educational purposes, Landowner and MCF will mutually agree before third-party access is offered. At the landowners request, MCF can notify the Landowner prior to access the property.

General Terms

The Landowner shall notify MCF of changes in ownership of the property on which the Project is located within thirty (30) days of transfer, including the new landowner's name and contact information. 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 including activities described in Appendix 1.

To comply with Executive Order 05-05, Archaeological and Cultural Resources, MCF will complete a cultural resources survey.

This agreement may be terminated by MCF, 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 DOE 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 DOE reserves the right to seek reimbursement from MCF for the project costs incurred by, and paid to the Project Sponsor with funding under the aforementioned project agreements.

This Agreement does not authorize MCF or DOE 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.

Margaret Neuman 09/10/2019

Mid-Columbia Fisheries Enhancement Group Date

September 6, 2019

Landowner Date

Mid-Columbia Fisheries

Margaret Neuman, Executive Director Mid-Columbia Fisheries Enhancement Group PO Box 2211 White Salmon, WA 98672 Cell (509)281-1322, FAX (509)267-2151 fish@midcolumbiafisheries.org	Katrina Strathmann, Project Manager Mid-Columbia Fisheries Enhancement Group 413 N. Main St., STE K Ellensburg, WA 98926 Cell (509)281-1311, FAX (509)267-2151 becca@midcolumbiarfisheries.org

Landowner:

Mark Thomas 12622 Pine St Garden Grove, CA 92840	Mark Thomas mark.b.thomas@outlook.com

The Project Sponsor will provide a copy of this Agreement, and any amendments to this Agreement, to:

Heather Simmons WA State Department of Ecology 1250 W Alder St. Union Gap, Washington 98903-0009 Office: 509-454-7207 Cell: 509-379-4600 Hsim461@ecy.wa.gov	

Attachment 1. Project Description and Maintenance Responsibilities

MCF will:

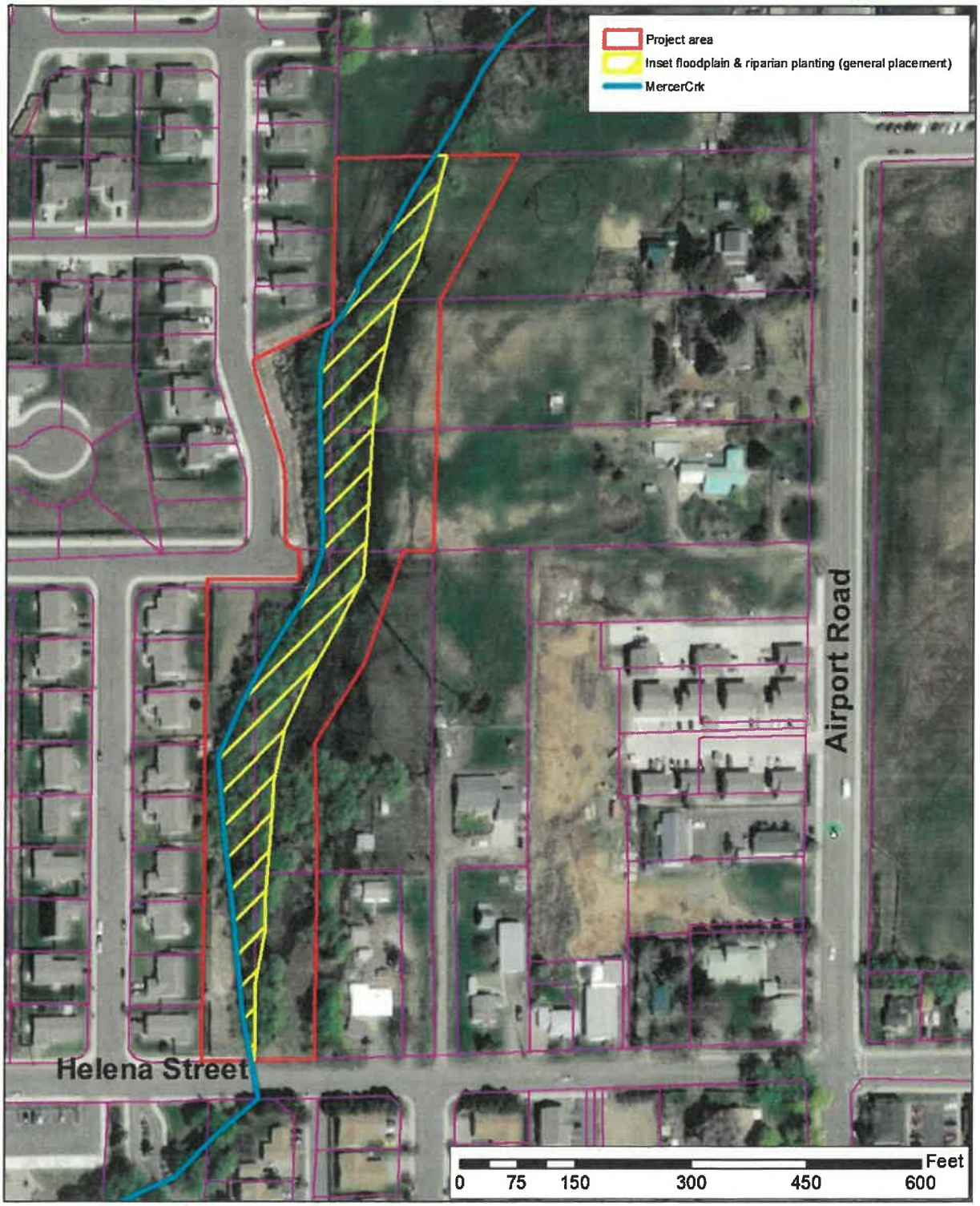
1. Coordinate local, state and federal permitting required for project implementation.
2. Coordinate design and implementation of inset floodplain (recontouring). on the Right and left banks where authorized.
3. Remove crack willow trees including rootballs from the left bank of Mercer Creek, and remove crack willow trees on the right bank using a "kill-in-place" method or physical removal as allowed. MT MN
4. Plant native shrubs and trees into the recontoured floodplain.
5. Install livestock exclusion fencing on the eastern project boundary as noted on the attached map.
6. Install native grass seed into disturbed areas.
7. Conduct maintenance, including weed management and fence maintenance, for two years following construction during the grant period.

Landowner will:

1. Allow MCF and project partners access for permitting, planning, implementation and maintenance of riparian buffer extending 100 ft from the ordinary high water mark. The project area is highlighted in the attached map.
2. Allow MCF and project partners access to maintain plantings through weeding or other maintenance activities during the project period.
3. Allow MCF and project partners access to cut and remove non-native crack willow limbs from the right and left banks during the project period.
4. Notify MCF of any damage to the restoration site within one week of observing such damage.

Attachment 2.

Mercer Creek Floodplain and Riparian Restoration



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Margaret Neuman

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