


RCO Landowner Agreement Form for Managed Restoration Programs



For restoration grant programs managed by the Recreation and Conservation Office (RCO)

This Agreement, dated and effective beginning the 3 day of June, 2025, 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 the Period of Performance section of the RCO¹ Project Agreement. It is the responsibility of the Grantee to inform the landowner of this date.

Landowner Name (Landowner): Katrinka Hibler and Christina Wellman

Street Address: 251 W. Loertscher Road

City, State, Zip Code: Shelton, WA 98584

Project Sponsor (Grantee):

Grantee Name: Mason Conservation District

Street Address: 450 W. Business Park Road

City, State, Zip Code: Shelton, WA 98528

¹"RCO" is an abbreviation for the Washington State Recreation and Conservation Office

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 through the RCO, and the Landowner, who owns the property on which the Project will take place.

The Grantee and Landowner agree to participate in implementing the salmon habitat improvement activities described below on lands owned by Landowner in WRIA 14 Watershed (Water Resource Inventory Area), Mason County, State of Washington, Tax Parcel No's. 41902-31-00000 and 41902-31-00010. The project activities are described in, and in accordance with, the RCO Project Agreement No. 24-1203 dated September 25, 2024, into which this agreement, once signed by both parties, becomes incorporated herein.

The Grantee 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 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 Attachment A. Project Description and Maintenance Responsibilities.
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

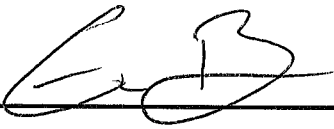
The Landowner shall notify the Grantee of changes in ownership of the property on which the Project is located within thirty (30) days of transfer. In the event of such transfer of ownership, the Landowner shall provide a copy of this Agreement to the succeeding owner prior to such transfer. The Landowner's 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 by the Landowner, or if successor Landowners do not agree to the terms of this Agreement, RCO reserves the right to seek remedy as described in the RCO Project Agreement, 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 6/4/25


Landowner _____ Date 6/3/2025

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.)

The proposed project will advance salmon recovery in WRIA 14 for high priority habitat restoration actions along Gosnell Creek. The subject reach has been identified as the highest priority for restoration according to the WRIA 14 Freshwater Strategy Habitat Restoration Tool. The proposed project includes increasing the large wood density within the bankfull channel by constructing up to 10 large woody debris habitat/complexity structures containing approximately 120, 16"-18" (DBH) logs with rootwads, 400, 4"-8" racking logs with limbs and 100 CY of slash material. These ELJs will improve instream habitat by producing scour pools local to the ELJ installation locations, increasing stream velocity complexity, cover and shade.

The proposed project also includes the construction of an approximately 150-ft long x 35-ft wide back channel. This channel will provide off-channel habitat and refugia for salmonids and other aquatic species. This channel is designed to be engaged at all projected flows and will slope from upland to stream thalweg to minimize potential fish stranding.

The proposed project will temporarily impact existing CREP buffers. The following temporary impacts to the existing CREP buffers are expected:

- Though proposed project access roads have been located to minimize impacts, localized temporary impacts are expected as access to the proposed locations of in-stream LWD structures will require traversing limited sections of the riparian buffer.
- Construction of in-bank LWD structures will require heavy equipment to be stationed on or near the edge of bank within the riparian buffer.
- Construction of in-bank LWD structures may require excavation of portions of the bank and upland area within the riparian buffer.

The following mitigations are planned to address the expected temporary impacts within the riparian buffer delineated above:

- Any excavated areas will be backfilled to original grade after installation of LWD.
- Banks will be stabilized and access roads decommissioned.
- Impacted riparian plantings and/or disturbed soils will be replanted with appropriate riparian vegetation.

Landowner is responsible for maintaining native plantings including, as necessary watering, weeding and invasive species removal. Landowner will monitor plantings weekly for overall health and vitality and will notify Grantee if conditions degrade to a level that is unsustainable. Grantee will respond to landowner notification with additional technical assistance and, as funding is available, maintenance/replanting assistance. Landowner will monitor all graded areas associated with the project weekly and after large rain or flood events for signs of excess erosion, slope instability or stream channel/bank degradation and will notify Grantee if deleterious conditions are observed. Grantee will respond to Landowner notification with additional technical assistance and, as funding is available, remedial design and/or assistance with stabilization efforts.