

## ATTACHMENT II

### LANDOWNER AGREEMENT FOR RESTORATION PROJECTS UNDER THE OREGON PARTNERS FOR FISH AND WILDLIFE PROGRAM

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between, City of Prineville, 400 NE Third Street, Prineville, OR 97754; hereinafter called Owner (s), for themselves, executors, administrators, successors, and assigns; and the Fish and Wildlife Service (2600 S.E. 98th Avenue, Suite 100, Portland, OR 97266), hereinafter called the Service.

The Service enters into this Agreement pursuant to and in accordance with Section 1 of the Fish and Wildlife Coordination Act (48 Stat. 401 as amended; 16 U.S.C. 661 et seq.) and Section 7 of the Fish and Wildlife Act of 1956, 16 U.S.C. 742f(a)(4).

The signatories to this Agreement will work in partnership with the Service and other cooperators to accomplish specific restoration activities for the benefit of fish and wildlife resources on City's property in Crook County, Oregon. The parties have a common interest in improving the current condition and/or expanding the extent of habitat on City's lands, which are located in the T14S, R15E, Section 26, Willamette Meridian. This Agreement provides for the limited interchange of services, equipment, and funds to meet the objectives of the project. A project description, which includes the specific work to be completed, is attached hereto and incorporated herein as Attachment A (Project Description).

The terms of this Agreement will be for 10 years (*minimum of 10 years*) beginning 11/01/07, and ending 11/01/17. During this 10 year period, the Owner(s) agree not to intentionally compromise the integrity of the restoration work and site. The Owner(s) also agree(s) to:

1. Provide reasonable property access to Service, to plan, complete, and monitor the long-term condition of the project site on a yearly basis. Notice shall be given to Owner(s) or designated agent(s) prior to entering the site;
2. Obtain any Federal, State, and local permits, if required, for the project; and
3. Insure that no project activities begin until notification has been received from the Service Project Manager that all applicable Federal, State, and local regulations have been met and all necessary permits have been issued.

This Agreement may be modified at any time by mutual written consent by authorized representatives of all the parties. 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 on the date stated in the notice, which shall not be less than thirty (30) days from the date such notice was mailed. If termination is initiated by the Owner(s), the Service will be reimbursed for that portion of the costs of the restoration project provided by the Service equal to the total cost of the restoration project (\$20,000) times the percentage of the time remaining to the end of this Agreement. For example, if the Agreement is

terminated April 30, 2013, there would be four and a half years remaining until the end of the Agreement or forty-five percent (45%) of the time remaining until the end of the Agreement. Forty-five percent (45%) times \$20,000 equals \$9,000 to be reimbursed to the Service.

This Agreement does not authorize the Service to assume any ownership interest in or jurisdiction over said premises. The Owner(s) retains all rights to control trespass and retains all responsibility for taxes, assessments, and damage claims.

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.

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. The Owner(s) will notify the Service of changes in ownership within thirty (30) days. In the event of such transfer of ownership, the Owner(s) shall provide a copy of this Agreement to the succeeding owner prior to such transfer.

Upon expiration or termination of this agreement, the Owner(s) assumes full and complete responsibility for all restoration developments made under this agreement.

City of Prineville guarantees ownership of the above-described land and warrant that there are no outstanding rights which interfere with this agreement.

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

**Landowner(s):**

By: \_\_\_\_\_  
(Signature)

Date: \_\_\_\_\_

**U.S. Fish and Wildlife Service:**

By: \_\_\_\_\_  
(Signature)

Date: \_\_\_\_\_

Title: Fish and Wildlife Biologist

## **ATTACHMENT A:**

### **Project Description**

The goals and objectives for the restoration site are to:

- Enhance fish and wildlife habitat;
- Provide refuge and rearing habitat for juvenile resident and reintroduced salmonids (Chinook and Steelhead),
- Provide high flow refuge habitat for salmonids,
- Improve aquatic habitat complexity,
- Increase riparian habitat cover.
- Enhance river function.
- Expand the floodplain.

See attached conceptual design provided by Inter-Fluve, Inc. for specific details.

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Owner(s)

Name: City of Prineville

Phone:

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Service Project Manager

Name: Jarvis Gust

Phone: 503-231-6179