

RESOLUTION 2022-EE

A RESOLUTION OF THE TOWN OF EATONVILLE, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A LANDOWNER AGREEMENT WITH THE NISQUALLY LAND TRUST

WHEREAS, the Town of Eatonville (“Town”) owns property along the Mashel River, near its confluence with the Little Mashel River, parcel 6025440080; and

WHEREAS, the Nisqually Land Trust (“NLT”) is seeking permission from the Town to conduct invasive weed control activities; and

WHEREAS, these weed control activities are in support of the shoreline habitat restoration funded by the “Mashel Eatonville Restoration Phase III”, Washington State Recreation and Conservation Office (“RCO”) Project 15-1231, conducted by the South Puget Sound Salmon Enhancement Group beginning in 2015; and

WHEREAS, the work being completed by NLT and partners is included as part of, and funded by the “Nisqually Watershed Riparian Stewardship” Grant, RCO Project 20-1033 and no funding is being requested of the Town; now, therefore;

**THE TOWN COUNCIL OF THE TOWN OF EATONVILLE, WASHINGTON,
HEREBY RESOLVES AS FOLLOWS:**

THAT: The Mayor is authorized to execute on behalf of the Town of Eatonville a Landowner Agreement with the Nisqually Land Trust, Attached as Exhibit A.

PASSED by the Town Council of Town of Eatonville and attested by the Town Clerk in authentication of such passage this 13th day of June 2022.

David Baublits, Mayor

ATTEST:

Miranda Doll, Town Clerk



Nisqually Land Trust

*Dedicated to acquiring and
managing critical lands to
permanently benefit the water,
wildlife, and people
of the Nisqually River Watershed.*

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Dear Mayor Baublits,

The Nisqually Land Trust (NLT) is seeking the Town of Eatonville's permission to access property owned by the town in order to conduct invasive weed control activities along the Mashel River, near its confluence with the Little Mashel River. These weed control activities are in support of the shoreline habitat restoration funded by the "Mashel Eatonville Restoration Phase III", Washington State Recreation and Conservation Office (RCO) Project 15-1231, conducted by the South Puget South Salmon Enhancement Group beginning in 2015. The work to be completed by Land Trust staff and partners is included as part of and is funded by the "Nisqually Watershed Riparian Stewardship" Grant, RCO Project 20-1033. The Pierce County tax parcel number for the site is 6025440080. No funding is being requested of the town to complete this work, just permission to access the property and to conduct the control activities.

The enclosed document is a standard contract provided by the Recreation and Conservation Office (RCO) for this purpose and is similar to an agreement entered into between the Town and the Salmon Enhancement Group during the construction phase of the project, which ended in 2020. Attachments A and B, included at the end of the contract, specify the nature and scope of the activities that NLT seeks to conduct and the means of access to the site.

The Nisqually Land Trust is nationally accredited through the Land Trust Alliance and prides itself on meeting the highest standards for professionalism and environmental stewardship on all its lands, including those of our partners. NLT works closely with our partners in the watershed to enhance and restore habitat quality and benefit the fish, wildlife, and people who call it home.

If you have any further questions, don't hesitate to reach out.

Sincerely,

Jeanette Dorner,
Executive Director



Landowner Agreement

For Projects Funded by the Salmon Recovery Funding Board

This Agreement, dated and effective beginning the 18th day of May, 2022, 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 Section E of the Salmon Project Agreement. It is the responsibility of the Grantee to inform the landowner of this date.

Landowner Name (Landowner): Town on Eatonville
Street Address: 201 Center St W
City, State, Zip Code: Eatonville, WA, 98328

Salmon Recovery Funding Board Project Sponsor (Grantee):

Grantee Name: Nisqually Land Trust
Street Address: 1420 Marvin Rd NE Ste. C PMB 243
City, State, Zip Code: Lacey, WA, 98516

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 11 Watershed (Water

Resource Inventory Area), Pierce County, State of Washington, Tax Parcel No. 6025440080. The activities also are described in, and in accordance with, the Recreation and Conservation Office (RCO)'s Project Agreement No. 20-1033 dated 07/01/21, 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 Project Description attached to this agreement.
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, or if successor Landowners do not agree to the terms of this Agreement, RCO reserves the right to seek remedy as described in the section titled "Restriction on Conservation of Real Property and/or Facilities to Other Uses" of the Salmon Project Agreement and Washington Administrative Code 420-12-085, 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

Jeanette Dorner, NLT Executive Director

May 25, 2022

Date

Landowner

Date

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.)

Nisqually Land Trust seeks to control noxious invasive weeds on Tax Parcel 6025440080, which is owned by the Town of Eatonville. The property is adjacent to and accessible through properties owned by Nisqually Land Trust. Target weeds include Butterfly bush, Poison hemlock, and various knapweeds, in addition to any other species identified during control or monitoring activities. Methods of control will be conducted in accordance with the Best Management Practices set forth by the Washington State Noxious Weed Control Board and may include mechanical or chemical means of control. All herbicide use will be conducted by licensed applicators in accordance with all necessary regulations and with the proper permits.

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.

Nisqually Land Trust staff will visit the property several times a year for a period of five years, the duration of the grant sponsoring the contracted activities. During the visits, NLT staff will monitor the condition of the property and control noxious invasive weeds. Per the terms of the agreement, NLT Staff will provide notice to the Town of Eatonville, unless otherwise directed. Visits will last no more than one working day at a time and all activities will be conducted during normal business hours.