



OFFICE OF THE ATTORNEY GENERAL

Inter-office Correspondence

Date: September 17, 1982

To: Doris Gambill, Washington State Department of Game

From: Paul S. Majkut, Assistant Attorney General *PSM*

Subject: Agency Mitigation Agreement

Enclosed herewith is Mitigation Agreement for DOG, DOF,
U.S. Fish and Wildlife and Harbor Security Bank.

MITIGATION AGREEMENT

Harbor Security Bank
Wetland Fill
Montesano, Washington

This Agreement is between WASHINGTON STATE DEPARTMENT OF GAME, WASHINGTON STATE DEPARTMENT OF FISHERIES, and UNITED STATES FISH AND WILDLIFE SERVICE, hereinafter known collectively as "The Agencies", and HARBOR SECURITY BANK, a Washington Corporation, hereinafter known as "H.S.B.". This is a real covenant entered into to bind the parties, their successors, assigns or purchasers."

WHEREAS, The Agencies have their respective responsibilities concerning the achievement of their common goal of preserving, protecting, and perpetuating wildlife and fisheries resources in the State of Washington.

Through this agreement, the agencies also implement their responsibility under the Fish and Wildlife Coordination Act. 16 USC S 661, et seq., to report to the Corps of Engineers regarding appropriate measures for mitigating the adverse impacts of this fill on the fish and wildlife it is their duty to protect.

AND WHEREAS, H.S.B. desires to provide mitigation for unavoidable adverse impacts to fish and wildlife caused by a wetland fill on property owned by them. Said fill is located in Grays Harbor County, State of Washington, and is more particularly described below and shown on Exhibit A.

Parcel "A"

A portion of Blocks 2 and 3 of the Plat of Main Street Addition to the City of Montesano, Washington per plat recorded in Volume 2 of Plats, Page 76, records of Grays Harbor County, Washington lying Northerly of an un-named slough traversing North-easterly thru said Blocks more particularly described as follows:

ALL of Lots 1 thru 10 in said Block 2, and
ALL of Lots 11 and 12 in said Block 2 lying
Northerly of said slough, and
ALL of Lots 13 thru 24 of said Block 2;

ALL of Lots 1 thru 12 of said Block 3, and
ALL OF Lots 22 thru 24 of said Block 3, and
ALL of Lots 15 thru 21 of said Block 3 lying
Northerly of said slough;

TOGETHER WITH vacated alleys and streets adjacent thereto.

MITIGATION AGREEMENT

Page 2

ALL PARTIES HERETO AGREE that completion of the following terms and conditions will be full mitigation for any adverse impacts caused by said fill.

AGREED UPON TERMS AND CONDITIONS:

- 1) H.S.B. agrees to grant and convey in fee simple title, to the WASHINGTON STATE DEPARTMENT OF GAME, the following described two parcels of land, together with all rights and appurtenances thereunto belonging.

Parcel "B"

A portion of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 6 and Gov't Lot 9 of Section 7, ALL in Township 17 North, Range 6 WWM, Grays Harbor County, Washington described below and shown on Exhibit B:

That portion of said SE $\frac{1}{4}$ of Section 6 and Gov't. Lot 9 of Section 7 lying Southerly of Fadden Road and Westerly of the right-of-way of Wenzel Slough-Keys Road between Station 64+95.81 and the Northernly bank of the Chehalis River as depicted on Grays Harbor County Right-of-Way Plan Drawing No. A-CRP 64630-03 as revised dated April 11, 1980, Sheet 4 of 4 and as deeded under Auditor's File No. 170005 dated August 5, 1980.

Parcel "C"

A portion of the Plat of Main Street Addition to the City of Montesano, Washington per plat recorded in Volume 2 of Plats, Page 76, records of Grays Harbor County, Washington lying Southerly of an un-named slough traversing North-easterly thru Blocks 3, 6, 7, and 8 of said plat and more particularly described below and shown on Exhibit A.

ALL of Lots 13 thru 19 of said Block 3 Southerly of said slough;
ALL of Lots 5 thru 22 of said Block 6, and
ALL of Lots 2 and 3, and Lots 23, 24, and 25 of said Block 6 lying Southerly of said slough;
ALL of Block 7;
ALL of Lots 15, 16, 17, and 18 of said Block 8 lying southerly of said slough.

TOGETHER WITH vacated alleys and streets adjacent thereto.

- 2) H.S.B. agrees to provide title Insurance Policies for parcels B & C to the Washington State Department of Game, and to pay all costs of conveyance of said parcels.

Parcel "D"

Harbor Security Bank agrees to maintain 2.37 acres of land described below and shown on Exhibit B, attached hereto and incorporated herein, in their natural state and that the lands shall not be used or altered in any manner which will adversely affect fish and wildlife or their habitat. Any change

PARCEL "D" (Continued)

or alteration must be approved by the signatories to this agreement. This agreement also constitutes a real covenant running with the lands and it will be filed of record in Grays Harbor County to bind the parties, their successors, assigns or purchasers.

A portion of the Plat of Main Street Addition to the City of Montesano, Washington per plat recorded in the Volume 2 of Plats, Page 76, records of Grays Harbor County, Washington lying Northerly of an un-named slough traversing Northeasterly thru Blocks 6 and 8 of said plat and more particularly described as follows:

ALL of Lots 10 thru 28 of Block 5 of said plat lying Northerly of said slough;

ALL of Lots 1, 2, 3, 4, 23, and 24 of said Block 6 lying Northerly of said slough;

ALL of Lots 1 thru 14 of said Block 8, and ALL OF Lots 15, 16, 17, and 18 of said Block 8 lying Northerly of said slough;

TOGETHER WITH vacated alleys and streets adjacent thereto.

HARBOR SECURITY BANK,
A Washington Corporation

Date: 10-21-82

By [Signature]
Title [Signature]

WASHINGTON DEPARTMENT OF GAME

Date: 9/30/82

By [Signature]
Frank R. Lockard
Title Director

UNITED STATES FISH & WILDLIFE SERVICE

Date: 10/12/82

By [Signature]
Acting Regional Director

WASHINGTON STATE DEPARTMENT OF FISHERIES

Date: 10-1-82

By [Signature]
Title Habitat Mgt. Division Chief

Approved as to form:

[Signature]

Date: September 17, 1982

HARBOR SECURITY BANK SITE

MITIGATION PARCELS TO GAME

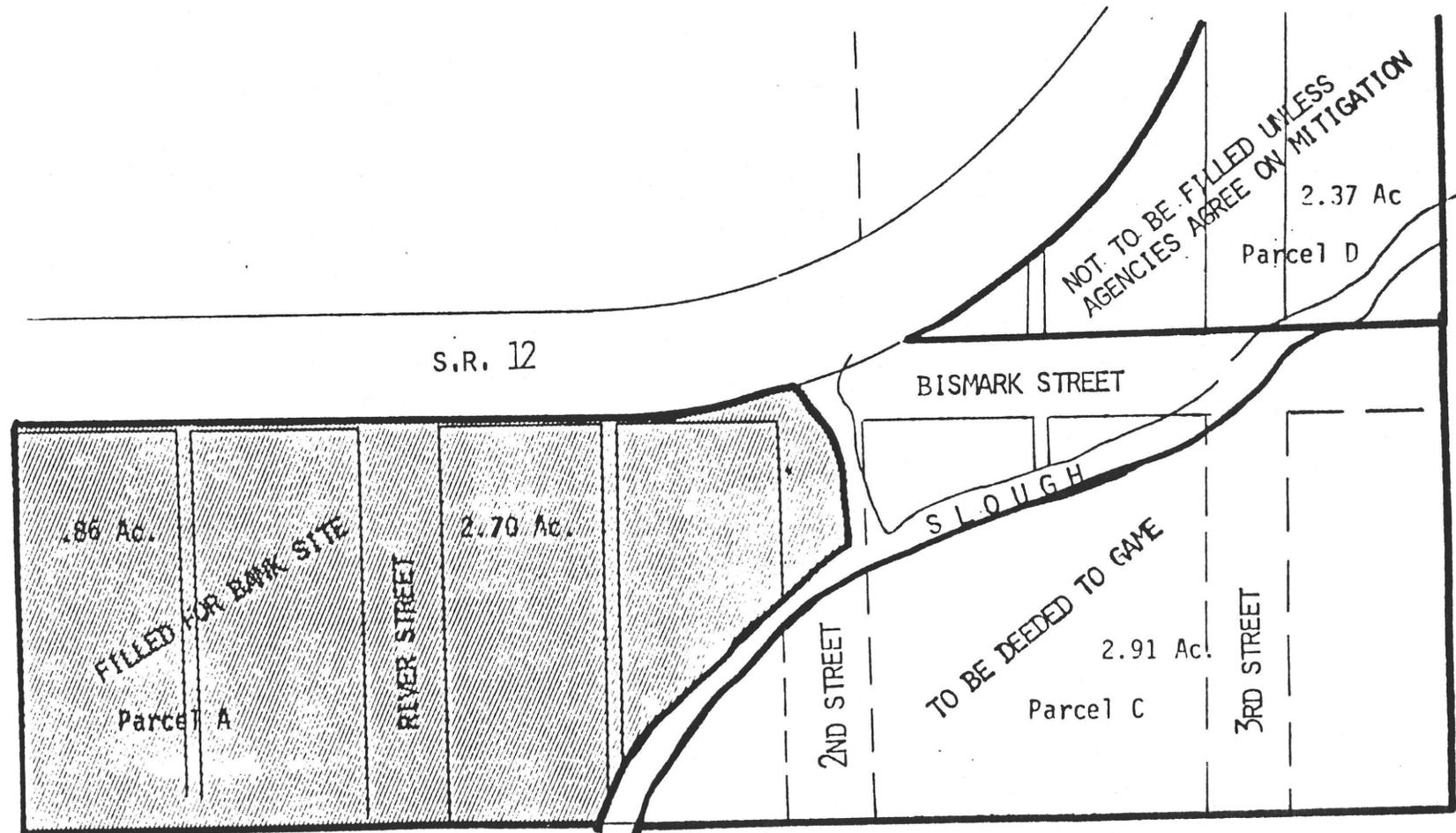


EXHIBIT A

(Illustration only - not drawn to exact scale)

