

23-0926

After Signature, Return To:
Washington Department of Fish & Wildlife
Real Estate Services
600 Capitol Way North
Olympia, Washington 98501-1091
Attn: Elyse Kane

AGREEMENT FOR THE USE OF LAND

Public Recreational Fishing


THIS AGREEMENT is entered into this 8 day of August, 2003, by and between **HUNTER FARMS**, the address of which is 1921 E. Highway 106, Union, Washington, (hereinafter referred to as "LANDOWNER"), owner of that certain property located along the Skokomish River in the County of Mason, State of Washington, as more particularly described below (hereinafter referred to as "the premises") and **THE STATE OF WASHINGTON, THE DEPARTMENT OF FISH AND WILDLIFE** (hereinafter referred to as "WDFW"). For and in consideration of the payment stated herein and subject to the terms and conditions set forth below, LANDOWNER hereby grants to WDFW use of the premises for lawful recreational fishing and related vehicle parking by members of the public during daylight hours, without restriction or fee.

THIS AGREEMENT IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

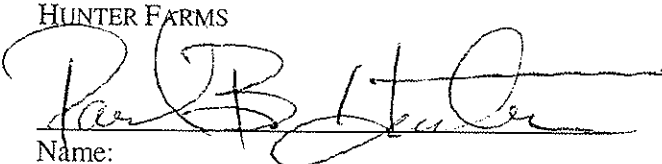
1. **Term:** The term of this agreement is five years, commencing August 1, 2003, and terminating July 31, 2008. This agreement may not be renewed, except by mutual written agreement of the parties.
2. **Description of Premises:** A 200-foot-wide pedestrian corridor along the right bank of the Skokomish River from the northern boundary of the Hwy. 106 right-of-way downstream to the East boundary of Section 12, Township 21 North, Range 4 West, W.M.; TOGETHER WITH the existing driveway and a parking area to be designated in said Section 12 (See, attached Exhibit A.) This description may be modified by mutual written agreement of the parties.
3. **Designated Parking Area:** LANDOWNER agrees to provide on the premises a parking area that is: accessible by means of the existing driveway, usable by two-wheel-drive passenger vehicles during fishing season, and of sufficient size to accommodate 200 vehicles.
4. **Cattle guard and Fence Stiles:** LANDOWNER will supply and install any necessary cattle guards. The parties agree that WDFW's contribution to the cattle guards shall be \$1,500 to be paid to LANDOWNER in equal installments over the first three years of the term of this agreement (\$500 for each of three years). WDFW will supply and install fence stiles at not more than six locations selected by LANDOWNER.
5. **Sanitation:** WDFW will provide and service a trash dumpster and two (2) portable outhouses ("sanicans") in the designated parking area during fishing seasons. WDFW agrees to remove trash and litter that is reasonably related to the use of the premises by the fishing public.
6. **Liability:** LANDOWNER and WDFW agree to assist each other in preserving and presenting a defense of limited liability under RCW 4.24.210 by allowing the public to use the premises for outdoor recreation without fee. The parties agree that WDFW shall not be liable for acts of the public outside the scope of this agreement.
7. **Limited Rights:** No provision of this agreement transfers any real property rights from LANDOWNER to WDFW or to the public. Neither this agreement, nor the rights, benefits, and obligations set forth herein, may be assigned by WDFW in whole or in part.
8. **Cancellation:** Either party may cancel this agreement upon thirty (30) days' prior written notice to the other party. In the event LANDOWNER cancels this agreement during fishing season, LANDOWNER agrees to refund to WDFW a pro-rated share of the annual payment, calculated as the percentage of the fishing season days that the premises will be closed to public fishing.
9. **Payment:** WDFW agrees to pay to LANDOWNER THREE THOUSAND DOLLARS (\$3,000) on or before August 1 of each year of this agreement until it is terminated or cancelled.
10. **Entire agreement:** This document contains the entire agreement between the parties and no statement, promise, representation, inducement, or agreement made by WDFW or its employees that is not contained in this document is valid, binding, or enforceable.

IN WITNESS WHEREOF, the parties hereto have mutually agreed upon the terms and conditions of this instrument and have caused it to be executed as below subscribed:

8-13-03
Date

WASHINGTON DEPARTMENT OF FISH AND WILDLIFE

Mark Quinn, Lands Division Manager

8-8-03
Date

HUNTER FARMS

Name:

