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AFFIDAVIT OF FRANK R. LOCKARD

State of Washington)
County of Thurston) ss.

I, FRANK R. LOCKARD, being first duly sworn on oath,
depose and say:

That I am the Director of the Washington State Department
of Game and that I am a lawful custodian of the mitigation agreements
on file in the offices of the Department of Game. I further certify
that the attached document to which this certificate is attached is
a true and accurate copy of the Truman Price mitigation agreement as
the same appears on file in the offices of the Department of Game.

Frank R. Lockard
FRANK R. LOCKARD

SUBSCRIBED AND SWORN to before me this 21st day of January, 1983.

William Nelson
NOTARY PUBLIC in and for the State
of Washington, residing in Olympia.



FOR CLERK
HEREBY CERTIFY THAT THE
INSTRUMENT OF WRITING FILED BY
Frank R. Lockard
William Nelson
11-50 2-9 1983
OF SKAMIA COUNTY, WA
Shirley M. Nelson
COUNTY CLERK
G. M. Nelson

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MITIGATION AGREEMENT

THIS AGREEMENT is made between Truman Price, owner, and the State of Washington Department of Game. This is a real covenant entered into so as to bind the parties, assignees or purchasers.

(1) The owner has proposed to construct a small hydro Project at a site on Upper McCloskey Creek, a tributary of the Washougal River in Skamania County. The location of the Project is set forth in a map, Exhibit 1, attached hereto and incorporated herein. The Project will consist of a dam and five and one quarter acre reservoir located in the Northeast Quarter of Section 25, Township 2 North, Range 5 East, W.M., a one-acre caretaker cabin area, a 10,000 feet long pipe diverting water to a turbine located in a powerhouse in the Southwest Quarter of Section 26, Township 2 North, Range 5 East. The legal description of the reservoir area follows:

That portion of the East Half of the Northeast quarter (E 1/2 NE 1/4) of Section 25, Township 2 North, Range 5 East of the Willamette Meridian described as follows:

BEGINNING at the Southwest corner of the Northeast quarter of the Northeast quarter (NE 1/4 NE 1/4) of said Section 25; thence North 02 13' 07" East a distance of 140.00 feet; thence North 65 30' 34" East a distance of 890.32 feet; thence South 02 13' 07" West a distance of 632.00 feet; thence South 70 58' 30" West a distance of 853.24 feet, thence North 02 13' 07" West a distance

of 853.24 feet; thence North 02 13' 07"
East a distance of 401.00 feet to the
point of beginning.

The Project purposes include provision of a dam, reservoir, pipeline, and powerhouse for hydropower production, protection of fish, wildlife and their habitat, and to provide mitigation for unavoidable adverse impacts from construction of the Project.

(2) The Washington State Department of Game has the responsibility to preserve, protect, and perpetuate fish and wildlife resources in the State of Washington. Through this agreement, the Department also implements its responsibility under the Fish and Wildlife Coordination Act, 16 USC Section 61, et seq., to report to the Corps of Engineers regarding appropriate measures for mitigating the adverse impacts of this Project on the fish and wildlife it is its duty to protect.

(3) The impacts of this Project upon the fish and wildlife resources, their habitat, and fishing and other wildlife recreational activity, have been identified. Appropriate mitigation measures have been identified by the Department. This document memorializes the agreement of the parties hereto with respect to all mitigation measures which have been agreed upon. These measures are set forth below. This agreement also constitutes a real covenant running with the Project lands, and it will be filed of record in Skamania County to bind the parties, their successors, assignees or purchasers.

(4) The specific areas in which mitigation measures will occur are identified in the project maps, Exhibits 1 and 2, attached hereto and incorporated herein.

(5) The Owner shall dedicate the 10.33 acre project lands shown in Exhibit 2, and legally described in Paragraph (1) herein, to fish, wildlife and recreation mitigation for the life of the project. The project will inundate no more than five and one quarter acres of land in approximately the manner indicated on Exhibit 2. The owner shall maintain the approximately five acres of land in Exhibit 2 which are not inundated in their natural condition except for facilities needed to operate the project. One acre of this five-acre area may be used as a caretaker's cabin area. No vegetation in the project area shall be removed except that which is necessary for project development. No house building, logging, clearing, cement pads placement, construction or other activities not necessary for project development shall be allowed.

(6) The restriction in Paragraph (5) will be subject to the existing timber rights contract executed between Boise-Cascade and Weyerhaeuser, which grants Boise-Cascade rights to harvest of one commercial crop of standing timber on approximately one acre of the Owner's property. The area involved in the contract between Boise-Cascade/Weyerhaeuser is confined to one acre along the extreme eastern edge of the Owner's property in the area west of the McCloskey Creek Road. Timber harvested

will be restricted to that area east of the McCloskey Creek Road, see Exhibit 2.

(7) All areas on Exhibits 1 and 2 where vegetation is removed during construction along the pipeline route, access road margins, reservoir margins, powerhouse margins, and appurtenant facilities, will be revegetated to prevent soil erosion and improve wildlife habitat. Revegetation shall be done in a manner and with species approved by the Washington State Department of Game. The revegetation shall be done in accordance with the guidelines in Exhibit 3, attached hereto and incorporated herein.

(8) The Owner will allow public access to all of the 10.33 acres of the Owner's property identified in Exhibit 2 for purpose of fishing and hunting during fishing and hunting seasons, excluding areas necessary for Project operation and maintenance such as the dam and caretaker cabin area.

(9) The Owner shall make annual fish plants of rainbow trout fingerlings (over 8 inch total length), in the reservoir in a manner approved by Game for the life of the project. Owner shall obtain a permit from the Department of Game to such plants as required by RCW 77.16.140 and WAC 232-12-271. These plants shall be of fish purchased from Game or sources outside Game approved by Game. Fish may be purchased from Game only if excess fish are available. Three plants will be made each year. The first plant between April 5 and 15, the second plant between May 15 and

30, and the last plant between July 1 and 15. The first annual plant will be 1,000 fish, the second and third plants, 750 fish each. The Project Owner will transport and plant the fish into the reservoir and will be responsible for all such costs. An annual report will be sent to the Game Department stating date and number of fish plants.

(10) To ensure that planted fish will remain in the reservoir, the entrance to the penstock shall be screened with 1/2 inch mesh screens. After fish are planted in any given year, the reservoir shall not be drawn down before September 1 of such year.

(11) All mitigation activity for which it is feasible to do so, will be completed prior to the use of the hydro project facilities.

(12) The Department agrees to make all reasonable efforts to expeditiously process any hydraulic permits required for construction and operation of this project.

(13) This agreement shall be effective as of the date of execution by all parties and shall continue in full force and effect so long as any part of the project is operated or water is diverted through any part of these

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facilities by the owner, his successors, assigns, or purchasers.

Larry Bennox Deputy Director
WASHINGTON STATE DEPARTMENT OF GAME

Truman Price
TRUMAN PRICE, OWNER

APPROVED AS TO FORM:

Paul S. Majkut
Paul S. Majkut
Assistant Attorney General

DATED November 29, 1982

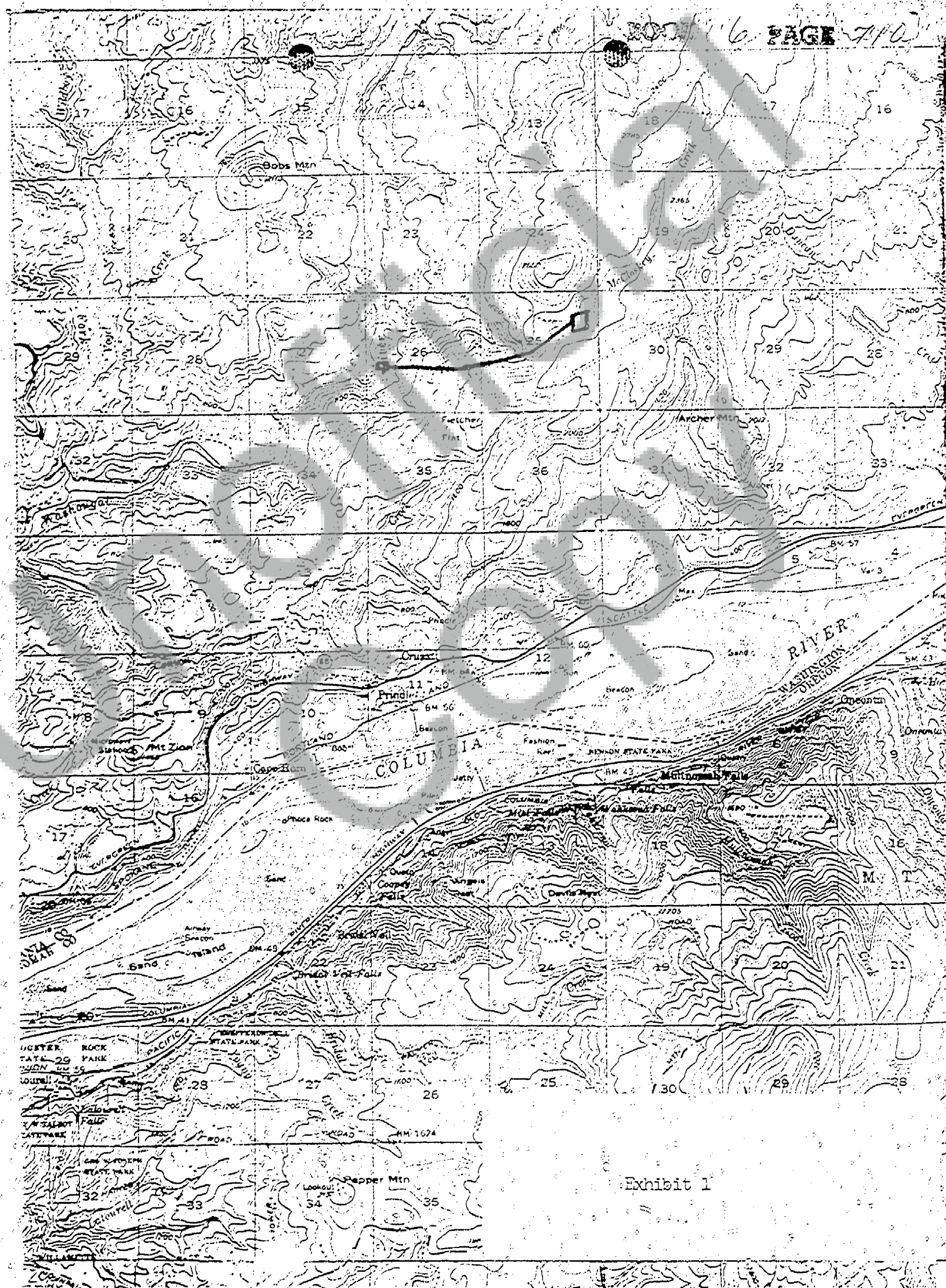


Exhibit 2

24 19
25 30

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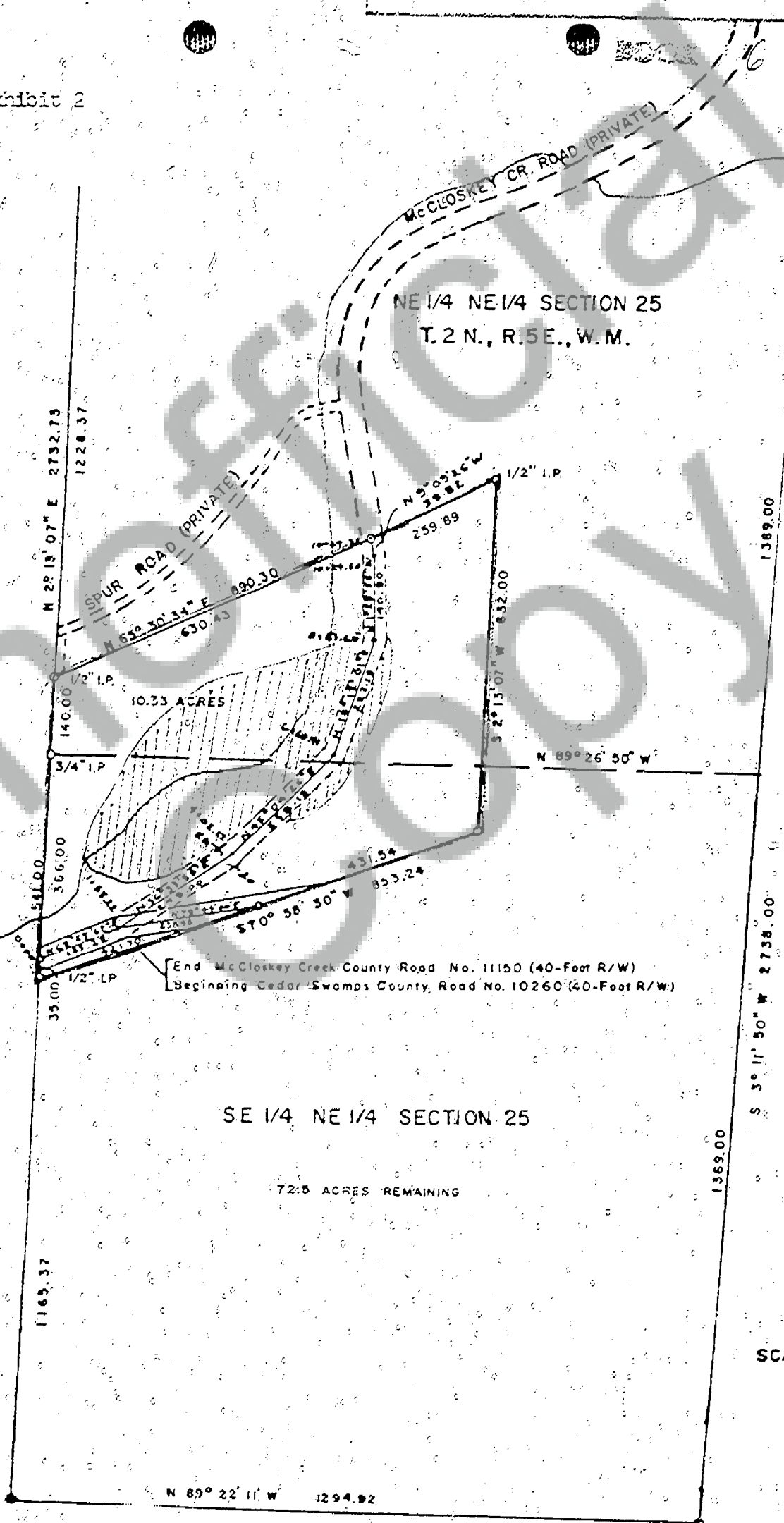


EXHIBIT 3

1. Revegetation Methods - Hand broadcasting is adequate.

2. Revegetation Timing - A reasonable effort should be made to plant either in the spring (prior to April 1) or in the fall (after September 15), however, depending on construction schedules this may be impossible. In that case, planting should be done during or immediately following construction activities.

3. Approximate Species - The following plant mixture should be used for revegetation (dependant upon availability) and applied in the amount/acre indicated.

	Application Rate (lbs./acre)
<u>Grass/Forb species</u>	
Winter wheat (<u>Triticum aestivum</u>)	40
Cereal rye (<u>Secale cereale</u>)	40
Kentucky bluegrass (<u>Poa pratensis</u>)	4
Hairy vetch (<u>Vicia villosa</u>)	8
Sweet clover - yellow biennial (<u>Melilotus officianalis</u>)	5
Birdsfoot trefoil (<u>Lotus corniculatus</u>)	2
Red clover (<u>Trifolium pratense</u>)	2
Alsike clover (<u>Trifolium hybridum</u>)	2
Spotted catsear (<u>Hypochaeris radicata</u>)	0.5
Oxeye daisy (<u>Chrysanthemum leucunthemum</u>)	0.5
	104.0



OFFICE OF THE
ATTORNEY GENERAL

February 3, 1983

Skamania County Auditor
Skamania County Courthouse
Stevenson, WA 98648

Dear Sir:

We are sending you the enclosed certified copy of an agreement reached by Truman Price with the Department of Game for filing with your office pursuant to that agreement. *Encore, Per Phone Call*

The lands in question, identified therein in Paragraph 1 and Exhibits 1 and 2, are contained in Sections 25, 26; Township 2 North and Range 5 East.

Thank you for your assistance in this matter.

Very truly yours,

FOR THE ATTORNEY GENERAL

Paul S. Majkut
Paul S. Majkut
Assistant Attorney General

PSM:bl

cc: Truman Price
Administration

Enclosure