



REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY
SEATTLE DISTRICT, CORPS OF ENGINEERS
P.O. BOX 3755
SEATTLE, WASHINGTON 98124-2255

JAN 24 2017

Real Estate Division

Mr. Ryan Rodenberg
Enumclaw Fire Department-KCFD # 28
1130 Wells Street
Enumclaw, Washington 98022

DACW67-9-17-14

Dear Mr. Rodenberg:

Permission is hereby granted to Enumclaw Fire Department-KCFD (King County Fire District) #28, hereinafter referred to as the grantee, use of lands of the United States within the boundaries of the Mud Mountain Dam Project, WA, including recreation multi-use hiking trails, hereinafter referred to as the premises, for search & rescue training which benefits the project and the public.

The granting of permission is subject to the following conditions:

1. TERM

The use of the premises is for an indefinite term, but revocable at will by the Secretary of the Army or Mud Mountain Operating Project Manager.

2. SUPERVISION BY THE DISTRICT ENGINEER

The use and occupation of the premises shall be subject to the general supervision and approval of the District Engineer, Seattle District hereinafter referred to as said officer, and to such rules and regulations as may be prescribed from time to time by said officer.

3. APPLICABLE LAWS AND REGULATIONS

The grantee shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the premises are located.

4. CONDITIONAL USE BY GRANTEE

The exercise of the privileges herein granted shall be:

- a. without cost or expense to the United States;
- b. subject to the right of the United States to improve, use or maintain the premises.
- c. subject to other out grants of the United States on the premises.

d. personal to the grantee, and this license, or any interest therein, may not be transferred or assigned.

e. grantee shall remove all equipment and vacate the premises on or before the expiration of this license.

5. CONDITION OF PREMISES

The grantee acknowledges that it has inspected the premises, knows its condition, and understands that the same is granted without any representations or warranties whatsoever and without any obligation on the part of the United States.

6. INDEMNITY

The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property of the grantee, or for damages to the property or injuries to the person of the grantee's officers, agents, or employees or others who may be on the premises at their invitation or the invitation of any one of them, and the grantee shall hold the United States harmless from any and all such claims not including damages due to the fault or negligence of the United States or its contractors.

7. TERMINATION

This Letter of Permission may be terminated by the grantee at any time by giving the District Engineer/ Mud Mountain Operating Project Manager at least ten (10) days notice in writing.

8. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties to this license shall protect the premises against pollution of its air, ground and water. The grantee shall comply with any laws, regulations, conditions, or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by said Environmental Protection Agency, or any Federal, state, interstate or local governmental agency are hereby made a condition of this license. The grantee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs from the grantee's activities, the grantee shall be liable to restore the damaged resources.

c. The grantee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the premises.

9. HISTORIC PRESERVATION

The grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the premises, the grantee shall immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed.

10. DISCLAIMER

This license is effective only insofar as the rights of the United States in the premises are concerned; and the grantee shall obtain any permit or license which may be require by Federal, state, or local statute in connection with the use of the premises. It is understood that the granting of this license does not preclude the necessity of obtaining a Department of the Army permit for activities which involve the discharge of dredge or fill material or the placement of fixed structures in the waters of the United States, pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (33 USC 403), and Section 404 of the Clean Waters Act (33 USC 1344).

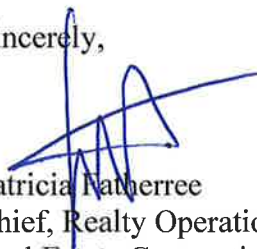
11. SPECIAL USE CONDITIONS

Enumclaw Fire/KCFD # 28 shall contact Mud Mountain Dam Park Ranger (206) 316-3019 or Dam Mechanic Supervisor (206) 316-3028 to let them know what date and time they will be coming for training, and will provide a training plan upon arrival. Mud Mountain personnel will unlock/lock gates for the Fire Department training.

To accept the above-prescribed conditions, please have this letter signed below by an individual authorized to sign on behalf of your agency, then return one copy to this office. This "Letter of Permission" will not be effective until a signed copy is received by this office.

If you have any questions on the permissions granted by this letter, please contact our real estate representative, Cindy Luciano, at (206) 316-4376. If you have any questions on access, please contact the project representatives, Laura Robinson or Rick Emry at (206) 764-3717.

Sincerely,



Patricia Patherree
Chief, Realty Operations Branch
Real Estate Contracting Officer

The Letter of Permission and its terms and conditions is hereby accepted this
27 day of JANUARY, 2017.

Enumclaw Fire Department-KCFD # 28

By: RYAN RODENBERG

(print or type name)

Title: FIRE TRAINING COORDINATOR.