

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
PETER GOLDMARK, Commissioner of Public Lands**

ROAD USE PERMIT

Permit No. 50-094257

THIS PERMIT, made and entered into this 15th day of July, 2016, by and between the State of Washington, acting by and through the Department of Natural Resources (DNR), herein called the "State" and Nooksack Indian Tribe, herein called the "Grantee."

Permission. State, for and in consideration of the terms and conditions specified herein, hereby grants to the Grantee, a nonexclusive permit ("Permit") to use a road over and across a strip of land, hereinafter defined as the "Premises." The Premises comprises the following two contiguous parts in Whatcom County, Washington:

Existing Road on Private Land: That existing road in Sections 10 and 15 of Township 39 North, Range 5 East, W.M., described in that permanent exclusive easement dated January 17, 1962, recorded under Auditor's File No. 937786 in the records of Whatcom County, Washington (hereafter "Existing Road on Private").

Existing Road on State Land: That existing road in Gov't Lots 8 and 9, S1/2 NW1/4, W1/2 SW1/4, NE1/4 SW1/4 of Section 1; SE1/4 SE1/4 of Section 2 and the NE1/4, NW1/4, NE1/4 SW1/4, NW1/4 SE1/4 of Section 11 all located in Township 39 North, Range 5 East, W.M. (hereafter "Existing Road on State").

The Premises is located approximately as shown on Exhibit A. The Existing Road on Private and Existing Road on State shall be confined to 40 feet in width, 20 feet each side of the existing centerline. The word "Road" shall mean roads now existing on the Premises, or any segment of such road.

Purpose. Grantee shall be limited to the use of this Permit to access the left bank gravel bar of the North Fork Nooksack River for the North Fork Nooksack Farmhouse Restoration Project Phase 2B as described by the State Environmental Policy Act Environmental Checklist, dated March 28, 2014, and associated Determination of Nonsignificance dated May 2, 2014, numbered SEP2014-00024 and on file with Whatcom County (hereafter "SEPA") (hereafter "Project"). Grantee is permitted access for hauling timber and rock to the Project site, as well as for road abandonment and administrative access associated with the Project.

This Permit is limited to the above-described activities on DNR-managed uplands and the interest acquired by State in Whatcom Land Trust ownership over the Existing Road on Private. State's upland ownership in Section 1, Township 39 North, Range 5 East does not extend past the Ordinary High Water Mark of the Nooksack River.

The Permit is subject to the terms and conditions hereinafter set out.

Consideration. The consideration paid by the Grantee to State is as follows: One Thousand Twelve Hundred Fifty Three and 02/100 Dollars (\$1,253.02), which includes a Five Hundred Ninety Six and 71/100 Dollars (\$596.71) Access Road Revolving Fund fee.

Termination. This Permit shall terminate July 1, 2017, or earlier when requested by the Grantee; provided, however, that this Permit may be suspended or terminated upon the breach of any of the conditions herein.

Reservations. State reserves all rights incident to fee ownership of the Premises and the profits thereon (including timber) and the right of use for any purpose including but not limited to the right to remove profits within the Premises; the right at all times to cross and re-cross the Premises at any place on grade or otherwise; and the right to use, maintain, patrol, reconstruct or repair the Premises. State may grant to third parties any and all rights reserved.

Export Restrictions. Any export-restricted timber originating from state land under this Permit shall not be exported until processed. Grantee shall comply with all applicable requirements of WAC 240-15-015 (relating to the prohibitions on export and substitution), WAC 240-15-025 (relating to reporting requirements), and WAC 240-15-030 (relating to enforcement). All export restricted timber from state lands shall be painted and branded in compliance with WAC 240-15-030(2). If Grantee knowingly violates any of the prohibitions in WAC 240-15-015, Grantee shall be barred from bidding on or purchasing export restricted timber as provided. Grantee shall comply with the Export Administration Act of 1979 (50 U.S.C. App. Subsection 2406(i)) which prohibits the export of unprocessed western cedar logs harvested from state lands.

Compliance with Laws. For all activities conducted pursuant to this Permit, each party shall, at its own expense, comply with all applicable laws in effect now and as hereafter modified.

Permittees. The Grantee may permit its respective employees, agents, contractors, licensees, lessees, purchasers of timber or other profits and their agents, herein individually referred to as "Permittee" and collectively referred to as "Permittees", to exercise the rights granted to the Grantee herein subject to the insurance, hold harmless and indemnification requirements specified below.

Acts or omissions of the Permittees operating under this Permit shall be deemed an act of the Grantee. Restrictions or requirements placed on the Grantee herein shall apply equally to the Permittees.

Maintenance. Maintenance is defined as work normally necessary to preserve and keep the roads in their present condition or as hereafter improved. At a minimum, the roads will be maintained to meet applicable forest practice standards set forth in Chapter 222-24 WAC as now written or hereafter amended.

When a road is being used solely by one party, that party shall be solely responsible for maintaining that portion of the road so used to the standards existing at the time sole use is commenced.

During periods when either party and/or other parties with an easement or license jointly use the road(s), or any portion thereof, the cost of maintenance and resurfacing shall be allocated among such users on the basis of their respective use including that of their Permittees. During periods of joint maintenance, the users shall meet at times to be set by mutual agreement and establish necessary maintenance provisions. Such provisions shall include, but not be limited to the following:

The appointment of a maintainer, which may be one of the parties or any third party, to perform or contract the maintenance; the extent of resurfacing necessary to keep the road safe and to reduce environmental impacts; and a method of payment by which each party using the road or a portion thereof shall pay its pro rata share of the cost of maintenance and resurfacing.

Repairs. Grantee shall repair, or cause to be repaired at its sole cost, that damage to the Road arising out of its use which is in excess of that which it would cause through normal and prudent usage. Damage caused by an unauthorized user shall be repaired at the expense of the Grantee if the Grantee is the sole user of the road, State if State is the sole user of the road and shared jointly if there is joint use of the road.

Improvements. Unless the parties agree in writing to share the cost of improvements in advance of such improvements being made, such improvements shall be solely for the account of the improver.

Gate Installation. Grantee shall install a gate at approximately Milepost 6.5, in accordance with the Steel Gate Design Specifications attached as Exhibit D. Grantee shall provide State access through gate at all reasonable times and provide room for a DNR lock within the lockbox.

Road Abandonment. The Road between MP 6.5 and MP 6.75 shall be abandoned to Northwest Region's Road Abandonment Guidelines, attached as Exhibit E, by the termination date of this Permit or by such other date or event agreed upon in writing by State, at its sole discretion.

Compliance with the State's HCP. The Premises are located within the State's Habitat Conservation Plan area in connection with Incidental Take Permit No.PRT-812521, as supplemented by Permit No.1168 (collectively ITP). Grantee and all Permittees must comply with the terms and conditions set forth in Exhibit B while operating on the Premises.

Prior Rights. This Permit is subject to any rights and valid claims previously conveyed by State, and to any rights and valid claims pending on said Premises. Grantee rights herein are subject to all matters of public record and to all prior unrecorded or recorded easements, permits, leases and options affecting said lands or Grantee rights across, over or upon such lands. Grantee rights herein are also subject to the rights of State to use its own lands for any and all legal purposes including the use of the land by third parties with the permission of State.

Operational Restrictions. Site-specific operational requirements are listed in Exhibit C. Non-compliance with these requirements shall constitute a breach of contract and may result in State suspending operations until the breach is remedied.

Forest Practices Application. Grantee shall require its contractor responsible for road construction, road maintenance, timber harvesting, road abandonment and any other activity allowed by this Permit and regulated by the Washington State Department of Natural Resources Forest Practices Division (DNR-Regulatory) to sign a Change of Operator form as the operator prior to starting any regulated activities.

Permits. Prior to starting work on the Premises, Grantee shall provide State copies of all permits acquired for the project.

Damage. Grantee shall take all reasonable precautions to protect State-owned timber, crops and improvements. The Grantee must notify State two (2) weeks in advance of completion of said operations for the purpose of inspection for compliance with the terms hereof.

Grantee shall pay State for any damage to timber, crops and improvements not identified and paid for under the terms and conditions of this Permit. State shall appraise the damage at market value at the time of damage and bill Grantee for said damages at said value.

Waste. Grantee shall not cause nor permit any filling activity to occur in or on the premises, except by prior written approval of State. Grantee shall not deposit refuse, garbage, or other waste matter or use, store, generate, process, transport, handle, release, or dispose of any hazardous substance, or other pollutants in or on the premises except in accordance with all applicable laws.

The term hazardous substance means any substance or material as those terms are now or are hereafter defined or regulated under any federal, state, or local law including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA 42 USC 9601 *et seq.*), or the Washington Model Toxic Control Act (MTCA RCW 70.105D.010.).

Grantee shall immediately notify State if the Grantee becomes aware of any release or threatened release of hazardous substance on the premises or adjoining property. If a release of hazardous substance occurs in, on, under, or above the premises arising out of any action of the Grantee, its contractors, subcontractors, invitees, agents, employees, licensees, or permittees, the Grantee

shall, at its sole expense, promptly take all actions necessary or advisable to clean up, contain, and remove the hazardous substance in accordance with applicable laws.

Survey Markers. Grantee shall not destroy any land survey monuments marking local control points, geodetic control points, and land boundary survey corners without prior written approval from the landowner, which shall not be unreasonably withheld. Land survey monuments that must necessarily be disturbed or destroyed during construction or maintenance activities must be adequately referenced and replaced, at the Grantee's expense, under the direction of a Professional Land Surveyor, licensed in the State of Washington, in accordance with all applicable laws of the State of Washington in force at the time of construction, including but not limited to RCW 58.24, and all Department of Natural Resources regulations pertaining to preservation of such monuments. As directed under Chapter 332-120 WAC, a Land Surveyor or Engineer must submit an application with the Department of Natural Resources for permission to temporarily remove or destroy a survey monument.

Fire Prevention and Control. The Grantee shall be responsible for satisfying the requirements of the laws of the State of Washington pertaining to Forest Protection and, in addition thereto, the Grantee shall during the closed season of April 15 through October 15 contact State who shall determine any extra requirements pertaining to burning procedure, blasting, watchman, extra patrol, pumpers, tankers, fire hoses, fire tools, etc., which are deemed necessary for prevention and suppression of fire which may result from the Grantee's operations.

Insurance. Before using any of said rights granted herein and at its own expense, Grantee shall obtain and keep in force during the term of this Permit and require its contractors, sub-contractors, or other permittees to obtain while operating on the premises, the following liability insurance policies, insuring Grantee against liability arising out of its operations, including use of vehicles. The limits of insurance shall not be less than as follows:

- (a) Commercial General Liability (CGL) insurance with a limit of not less than \$1,000,000 per each occurrence or Personal Liability insurance, as applicable, under a personal liability policy, commercial liability insurance policy, or package property and liability insurance policy. If such CGL insurance contains aggregate limits, the general aggregate limits shall be at least twice the "each occurrence" limit, and the products-completed operations aggregate limit shall be at least twice the "each occurrence" limit.
- (b) Employer's liability ("Stop Gap") insurance, and if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
- (c) Business Auto Policy (BAP) insurance, and if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 per accident, with such insurance covering liability arising out of "Any Auto".

- (d) Grantee and its workers are covered by Grantees Workers' Compensation Program and will continue to be so covered during the entire term of this Permit. Grantee waives all rights of subrogation against State for recovery of damages to the extent they are covered by workers compensation, employers' liability, commercial general liability or commercial umbrella liability insurance. All contractors, subcontractors, or other Permittees of Grantee must comply with all State of Washington workers' compensation statutes and regulations.

All insurance should be purchased on an occurrence basis and should be issued by companies admitted to do business within the State of Washington and have a rating of A- or better in the most recently published edition of Best's Reports. Any exception to the State's requirements shall be reviewed and approved in advance by the Risk Manager for the Department of Natural Resources. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.

The State of Washington, Department of Natural Resources, its elected and appointed officials, agents and employees shall be named as an additional insured by the Grantee and its Permittees on all general liability, excess, and umbrella insurance policies.

Before using any said rights granted herein, Grantee shall furnish State with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified above. Certificate(s) must reference the State's permit number.

State shall be provided written notice before cancellation or non-renewal of any insurance referred to herein, as prescribed in statute (Chapter 48.18 RCW or Chapter 48.15 RCW).

Grantee shall include all Permittees as insureds under all required insurance policies or require separate certificates of insurance and endorsements for each. Contractors, sub-contractors and permittees of Grantee must comply with all insurance requirements stated herein.

Failure of contractors, sub-contractors and permittees to comply with State's insurance requirements does not limit Grantee liability or responsibility.

Grantee shall furnish State with certificates of insurance and endorsements for all Permittees prior to Permittees operating on the Premises.

All insurance provided by the Grantee in compliance with this Permit shall be primary as to any other insurance or self-insurance programs afforded to or maintained by State. Grantee waives all rights against State for recovery of damages to the extent these damages are covered by general liability or umbrella insurance maintained pursuant to this Permit and not the result of negligence of the State.

By requiring insurance herein, State does not represent that coverage and limits will be adequate to protect Grantee, and such coverage and limits shall not limit Grantee(s) liability under the indemnities and reimbursements granted to State in this Permit.

If Grantee is self-insured, evidence of its status as a self-insured entity shall be provided to State. If requested by State, Grantee must describe its financial condition and the self-insured funding mechanism.

Hold Harmless and Indemnification. Grantee shall include a hold harmless and indemnification clause in any contract or third party authorization substantially in the form described below, whenever Grantee allows its contractors or other non-tribal third Permittees to exercise Grantee's rights under higher risk activities such as excavation, rock pit operations, road building and grading, and logging. Copies of executed contracts between Grantee and Contractors with a hold harmless and indemnification clause acceptable to State shall be forwarded to State before using any said rights granted herein.

A. Contractor [authorized third party] to indemnify State: Contractor shall defend (with counsel acceptable to State's Attorney General, whose approval shall not be unreasonably withheld), indemnify, and hold State of Washington, acting by and through the Department of Natural Resources (DNR), its officials, agents and employees (indemnified parties) harmless from and against all claims, demands, losses, damages, or costs, including but not limited to damages arising out of bodily injury or death to persons and damage to property, caused by or resulting from:

1. Sole negligence of Contractor [authorized third party]: The sole negligence of Contractor [authorized third party] or any of its Subcontractors;
2. Concurrent negligence: The concurrent negligence of Contractor [authorized third party], or any Subcontractor, but only to the extent of the negligence of Contractor [authorized third party] or such Subcontractor; and

B. Employee action and RCW Title 51: In any action against the indemnified parties by any employee of Contractor [authorized third party], its Subcontractors, Sub-subcontractors, agents, or anyone directly or indirectly employed by any of them, the indemnification obligation of this section shall not be limited by a limit on the amount or type of damages, compensation, or benefits payable by or for Contractor or any Subcontractor under RCW Title 51, the Industrial Insurance Act, or any other employee benefit acts. In addition, Contractor [authorized third party] waives immunity as to the indemnified parties only, in accordance with RCW Title 51.

Notwithstanding the above, Grantee shall not be required to include the Hold Harmless and Indemnification clause in any contract or agreement with an entity engaged in activities presenting relatively low risk of third party claims. These lower risk activities do not, for example, involve ground disturbing activities, the use of heavy equipment, large power tools, or hazardous chemicals. Lower risk activities may involve vehicle use such as passenger cars and light-duty trucks. State and Grantee agree that inclusion of the indemnification and hold harmless clause is not required in Grantee contracts for the following lower risk activities:

- Surveys for roads
- Environmental surveys of plants, animals, wetlands, and other natural features
- Cultural resource surveys
- Professional services, e.g., engineers, geologists, biologists, archeologists, etc.
- Administrative services, e.g., project managers, contracting officers, etc.
- Right-of-way maintenance planning, e.g., identification and marking of danger trees
- Inspections of various kinds that do not involve ground disturbing activities
- Safety observation and accident investigation

If a proposed Grantee activity does not clearly fall within a higher or lower risk activity as described above, Grantee shall consult with State and State shall reasonably determine if a hold harmless and indemnification clause is required for such activity.

Indemnity by the Grantee. Grantee shall defend (with counsel acceptable to State's Attorney General whose approval shall not be unreasonably withheld), indemnify and hold harmless the State of Washington, acting by and through the Department of Natural Resources (DNR), its officials, agents and employees ("indemnified parties") from all claims that arise out of the negligence of the Grantee or its Permittees in their use of the Permit. A "claim" as used in this section means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the resulting loss of use. Notwithstanding the foregoing, Grantee's obligation to defend, indemnify, and hold harmless the indemnified parties from any judgment, decree or arbitration award shall extend only to the percentage of negligence of Grantee and its Permittee(s) in contribution to such claim. Grantee waives its immunity under Title 51 RCW only to the extent it is required to indemnify, defend and hold harmless the indemnified parties. This indemnification shall survive the expiration or termination of the Permit.

Limited Waiver of Sovereign Immunity. Nothing in this Permit shall be deemed or construed to be a waiver of the sovereign immunity of the Nooksack Indian Tribe, its officials, its entities, or employees acting within their official or individual capacities except to the extent provided herein.

Notwithstanding the above provision, the Nooksack Indian Tribe (Grantee) hereby grants a limited waiver of its sovereign immunity from suit or legal process in favor of the State of Washington, acting by and through the Department of Natural Resources, for the sole purpose of

enforcing the terms and conditions of this Permit, if, and only if the claims in the suit relate to the making, formation or validity of, or obligations under this Permit, and are based exclusively on an alleged breach (or breaches) of one or more of the specific obligations, duties, covenants, or warranties expressly made or assumed by the Grantee. This waiver specifically includes the awarding and collection of compensatory damages from Grantee and any other appropriate remedies as may be awarded by the court. This waiver is not for the benefit of any third party and shall not be enforceable by any third party or by any assignee of the parties. In any enforcement action, the parties shall bear their own enforcement costs, including attorney's fees.

The limited waiver of the Nooksack Indian Tribe's sovereign immunity shall be subject to enforcement exclusively in a United States District Court for Western Washington (including any appeal therefrom), except in the event the Federal Court (including any appeal therefrom) determines that it lacks subject matter jurisdiction to resolve the dispute between the Nooksack Indian Tribe and the State of Washington, then it shall be subject to jurisdiction of the Whatcom County Superior Court.

Grantee hereby expressly and irrevocably waives any application of the exhaustion of tribal remedies or abstention doctrine and any other law, rule, regulation or interpretation that might otherwise require, as a matter of law or comity, that resolution of any of the matters to which this limited waiver of sovereign immunity applies be heard first in a tribal court or any other dispute resolution process of Grantee.

Grantee certifies it has authorized approval of this limited waiver of sovereign immunity, and that the signatory has been authorized to sign such on behalf of Grantee. A copy of Grantee's authority to approve such Tribal limited waiver of sovereign immunity is attached.

Notice. Unless otherwise specified herein, any notices required or permitted under this Permit may be delivered personally, sent by facsimile machine or mailed certified, return receipt requested, to the following addresses or to such other place as the parties hereafter direct. Notice will be deemed given upon delivery or upon confirmation of facsimile, whichever is applicable.

To State:
DEPARTMENT OF NATURAL RESOURCES
Northwest Region
919 North Township Street
Sedro-Woolley, WA 98284

To Grantee:
NOOKSACK INDIAN TRIBE
PO Box 157
Deming, WA 98244

Integrated Agreement; Modification. This Permit constitutes the entire agreement and understanding of the parties with respect to the subject matter of the Permit and supersedes all prior negotiations and representations. This Permit may not be modified except in writing signed by the parties. The parties agree to execute any additional documents reasonably necessary to effectuate the provisions and purposes of this Permit.

Severability. If any provision of this Permit is held to be invalid or unenforceable, this provision shall not affect or invalidate the remainder of this Permit, and to this end the provisions of this Permit are declared to be severable. If any such invalidity becomes known or apparent to the parties, the parties agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this Permit.

Waiver. Failure of either party to insist upon the strict performance of any of the terms and conditions of this Permit, or failure to exercise any rights or remedies provided in this Permit or by law, or to notify the other party in the event of breach, shall not release the other party of any of its obligations under this Permit, nor shall any purported oral modification or rescission of this Permit by either party operate as a waiver of any of the terms hereof. No waiver by either party of any breach, default, or violation of any term, warranty, representation, agreement, covenant, right, condition, or provision of this Permit shall constitute waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, agreement, covenant, right, condition, or provision.

Assignment. This Permit, and any of the rights granted herein, shall not be assigned without prior written consent of State, except that said rights granted herein may be used by any Permittee, while engaged in the Grantee's operations.

Construction. The terms of this Permit shall be given their ordinary meaning unless defined herein and shall not be presumptively construed against either party.

Exhibits. All exhibits referred to in this Permit are deemed to be incorporated in this Permit in their entirety.

Headings. The headings in this Permit are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Permit nor the meaning of any of its provisions.

Counterparts. This Permit may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Permit at different times and places by the parties shall not affect its validity so long as all the parties execute a counterpart of this Permit.

IN WITNESS WHEREOF, the parties hereto have caused this Permit to be executed as below subscribed.

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
NORTHWEST REGION

Dated: July 15, 2016.




By: Jean Fike
Title: Northwest Region Manager

Address: 919 North Township Street
Sedro-Woolley, WA 98284
Phone: (360) 856-3500

NOOKSACK INDIAN TRIBE

Dated: July 14, 2016.


By: Katherine Canete
Title: General Manager

Address: P.O. Box 157
Deming, WA 98244
Phone: (360) 592-5176

Approved as to Form this
20th day of May, 2015.
By: Michael Rollinger
Assistant Attorney General
State of Washington

**Exhibit A
Permit Premises**

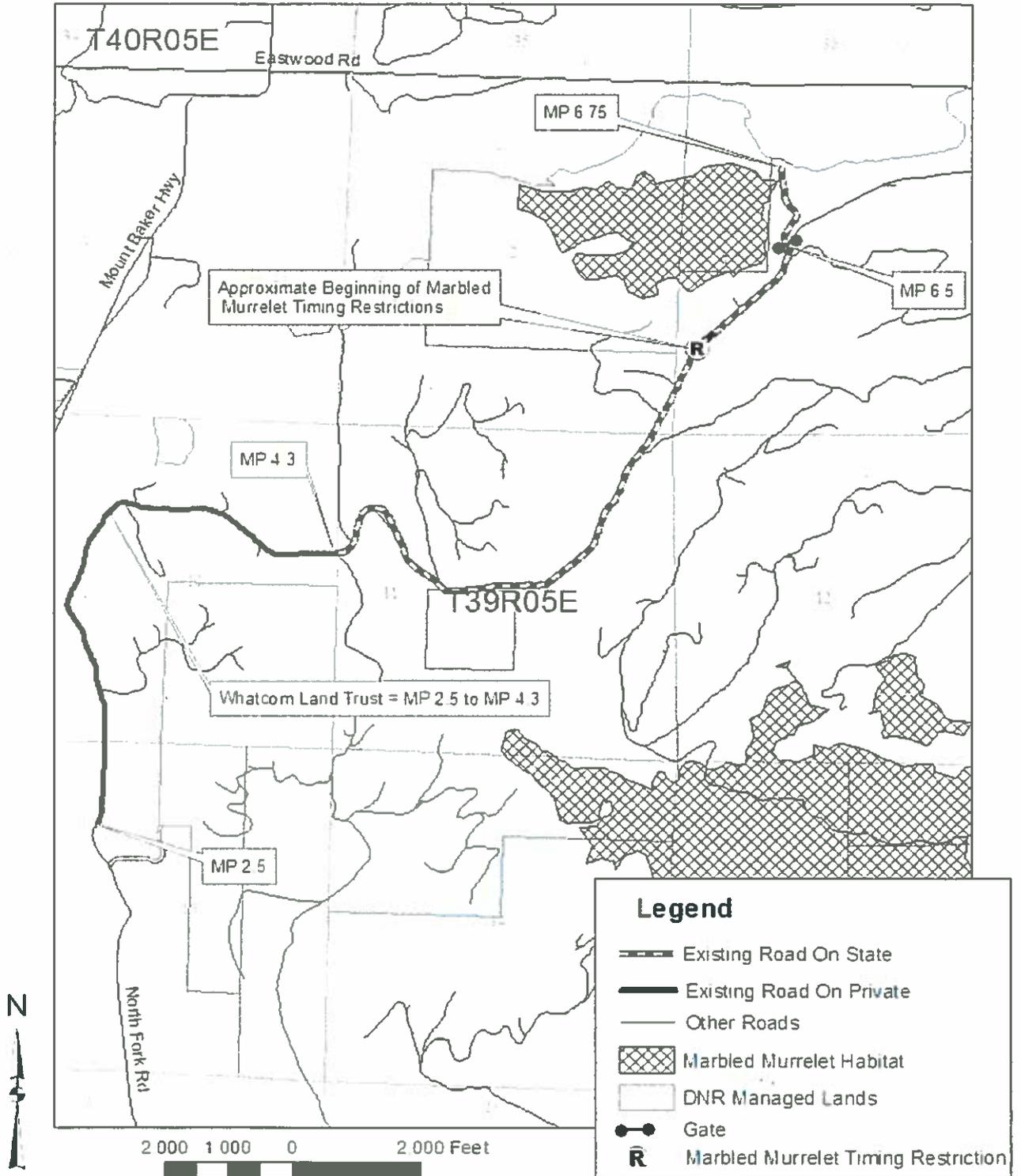


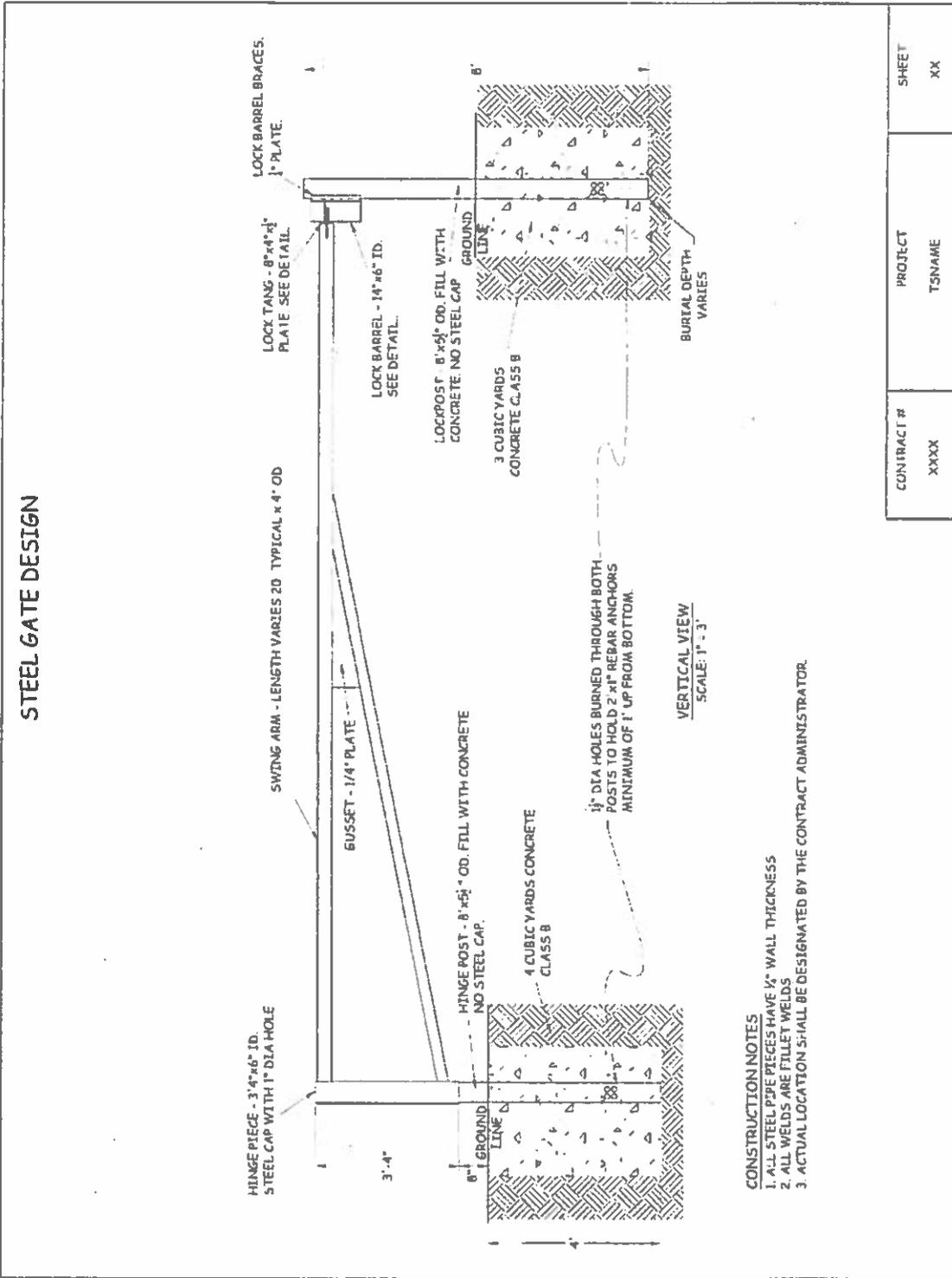
Exhibit B
HCP Requirements

1. The Grantee shall immediately notify State of new locations of permit species covered in the Incidental Take permit (ITP) that are discovered within the area covered by the Habitat Conservation Plan (HCP), including, but not limited to: locations of occupied murrelet habitat; spotted owl nest sites; wolves; grizzly bears; nests, communal roosts, or feeding concentrations of bald eagles; peregrine falcon nests; Columbian white-tailed deer; Aleutian Canada geese; and Oregon silverspot butterflies. In all circumstances notification must occur within a 24 hour time period.
2. Upon locating any live, dead, injured, or sick specimens of any listed species covered by the ITP the Grantee shall immediately notify State. In all circumstances notification must occur within a 24 hour time period. Grantees may be required to take certain actions to help the State safeguard the well-being of any live, injured or sick specimens of any listed species discovered, until the proper disposition of such specimens can be determined by State.
3. Any Forest Practices Permit submitted for activities on the Premises must identify that the Premises are covered by the State of Washington, Department of Natural Resources Habitat Conservation Plan and part of the Incidental Take Permit No. PRT-812521, as supplemented by Permit #1168.
4. **Timing Restrictions Required.** Within $\frac{1}{4}$ mile of the Criteria 3 Newly-ID marbled murrelet habitat, as shown approximately on Exhibit A as "Marbled Murrelet Habitat", operation of heavy machinery will not be allowed during the daily peak activity periods within the marbled murrelet critical nesting season. The critical nesting season is April 1st through August 31st. The daily peak activity period is defined as one hour before official sunrise to two hours after official sunrise and one hour before official sunset to one hour after official sunset.

Exhibit C
Operational Requirements

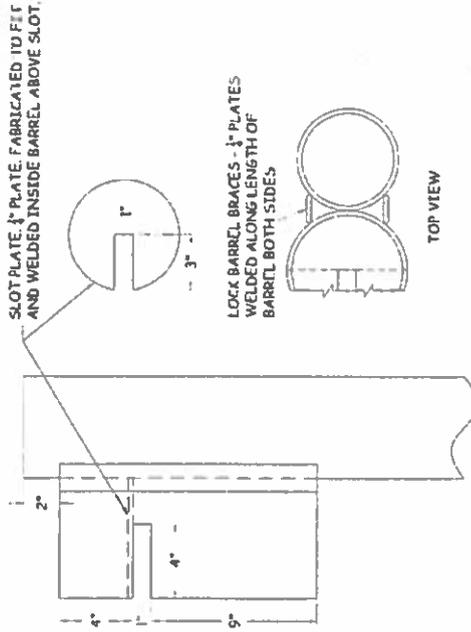
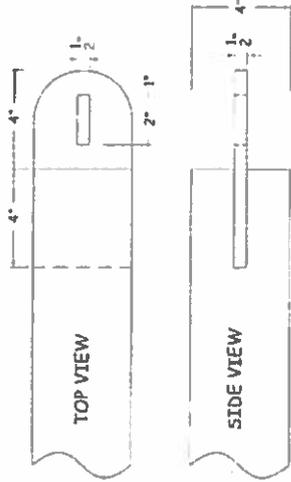
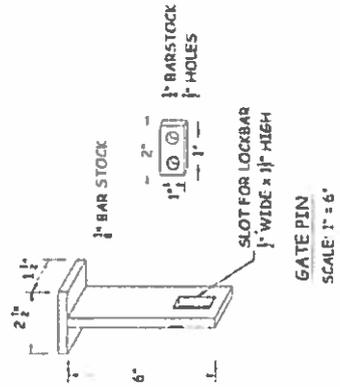
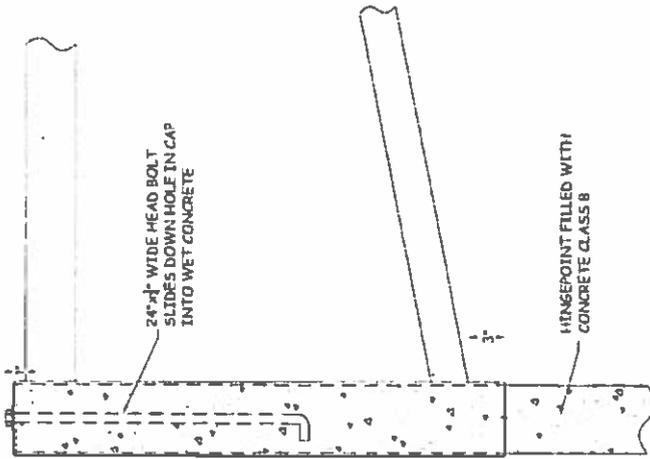
- Hauling of forest products, rock, and heavy equipment is not allowed between November 1 and March 31 unless approved in writing by State.
- Grantee shall control sediment according to the Erosion and Sediment Control Plan, the 2012 Stormwater Management Manual for Western Washington and Best Management Practices as described in the SEPA.
- Grantee shall follow all mitigation measures outlined in the SEPA.
- State and Grantee shall meet annually during the winter season to discuss Grantee's upcoming plans. Grantee shall contact State to schedule the meeting, which shall take place no later than February 28th of each year.

EXHIBIT D STEEL GATE DESIGN



CONTRACT # XXXX	PROJECT TSNAME	SHEET XX
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STEEL GATE DESIGN



CONTRACT # XXXX	PROJECT TNAME	SHEET XX
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EXHIBIT E
NORTHWEST REGION'S ROAD ABANDONMENT SPECIFICATIONS

- Remove all ditch relief culverts. The resulting slopes shall be 1:1 or flatter. The removed fill material shall be placed and compacted in a location that will not erode into any Type 1 through 5 waters or wetlands.
- Remove all culverts in natural drainages. The resulting slopes shall be 1:1 or flatter. Strive for matching the existing native stream bank gradient. The natural streambed width shall be re-established. The removed fill material shall be placed and compacted in a location that will not erode into any Type 1 through 5 waters or wetlands.
- Transport all removed culverts off site. All removed culverts shall become the property of the Grantee.
- Construct non-drivable waterbars at natural drainage points and at a spacing that will produce a vertical drop of no more than 20 feet between waterbars and with a maximum horizontal spacing of 400 feet.
- Skew waterbars at least 30 degrees from perpendicular to the road centerline on roads in excess of 3 percent grade.
- Key waterbars into the cut-slope to intercept the ditch. Waterbars shall be outsloped to provide positive drainage. Outlets shall be on stable locations.
- Inslope or outslope the road as appropriate.
- Remove bridges and other structures.
- Pull back unstable fill that has potential of failing and entering any Type 1 through 5 waters or wetlands. Removed material shall be placed and compacted in a stable location.
- Remove berms except as designed.
- Block the road by constructing an aggressive barrier of dense interlocked large woody debris (logs, stumps, root wads, etc.) so that four wheel highway vehicles cannot pass the point of abandonment. Typical barrier dimensions are 10 feet high by 20 feet deep, spanning the entire road prism from top of cutslope to toe of fillslope. Long term effectiveness is the primary objective. If necessary construct a vehicular turn-around near the point of abandonment.
- Apply grass seed to all exposed soils resulting from the abandonment work and in accordance with the EROSION CONTROLGUIDELINES, attached as Exhibit F.

EXHIBIT F EROSION CONTROL GUIDELINES

REVEGETATION

Grantee shall spread seed and fertilizer on all exposed soils within the grubbing limits resulting from road work activities. Covering of all exposed soils shall be accomplished by manual dispersal of grass seed and fertilizer. Other methods of covering must be approved in writing by State.

RE-VEGETATION TIMING

Grantee shall perform re-vegetation during the first available opportunity after road work is completed. Soils shall not be allowed to sit exposed for longer than one month without receiving re-vegetation treatment unless otherwise approved in writing by the Contract Administrator.

PROTECTION FOR SEED

Purchaser shall provide a protective cover for seed if re-vegetation occurs between July 1 and March 31. The protective cover shall consist of, but not be limited to dispersed straw, jute matting, or clear plastic sheets as approved by State. The protective cover requirement may be waived by State, in writing, if Grantee is able to demonstrate a re-vegetation plan that will result in the establishment of a uniform dense crop (at least 50% coverage) of 3-inch tall grass by October 31.

ASSURANCE FOR SEEDED AREA

Grantee shall be responsible to ensure a uniform and dense crop (at least 50% coverage) of 3-inch tall grass. Grantee shall reapply the grass seed and fertilizer in areas that have failed to germinate or have been damaged through any cause, before approval from the State. Grantee shall restore eroded or disturbed areas, clean up and properly dispose of eroded materials, and reapply the seed and fertilizer at no additional cost to the State.

GRASS SEED

Grantee shall evenly spread the seed mixture listed below on all exposed soil inside the grubbing limits at a rate of 50 pounds per acre of exposed soil. Grass seed shall meet the following specifications:

1. Weed seed shall not exceed 0.5% by weight.
2. All seed species shall have a minimum 90% germination rate, unless otherwise specified.
3. Seed shall be certified.
4. Seed shall be furnished in standard containers the show the following information:
 - a. Common name of seed
 - b. Net weight
 - c. Percent of purity
 - d. Percentage of germination
 - e. Percentage of weed seed and inert material
5. Seed shall conform to the following mixture.

Kind and Variety of Seed in Mixture % by Weight

Creeping Red Fescue	50
Elf Perennial Rye Grass	25
Highland Colonial Bentgrass	15
White Clover	10
Inert and Other Crop	0.5

FERTILIZER

Grantee shall evenly spread the fertilizer listed below on all exposed soil inside the grubbing limits at a rate of 200 pounds per acre of exposed soil. Fertilizer shall meet the following specifications:

Chemical Component	% by Weight
Nitrogen	16
Phosphorous	16
Potassium	16
Sulphur	3
Inerts	49