



**Oregon Department of Forestry**

2600 State St Salem OR 97310

PART III: EXHIBITS

**EXHIBIT B**

**TIMBER SALE OPERATIONS PLAN**

(See page 2 for instructions)

Date Received by State: \_\_\_\_\_

(5) State Brand Information ( Complete)

(1) Contract Number: CS-341-2022-GF8418-01

(2) Sale Name: Gobbler GNA

(3) Contract Expiration Date: 12/31/2024

(4) Purchaser Name: \_\_\_\_\_

(6) State Representatives:

<u>Name</u>	<u>Circle One</u>	<u>Phone No.</u>	<u>Cell No.</u>	<u>Alt Phone</u>
	Logging Projects All			
	Logging Projects All			
	Logging Projects All			
	Logging Projects All			

(7) Purchaser Representatives:

<u>Name</u>	<u>Circle One</u>	<u>Phone No.</u>	<u>Cell No.</u>	<u>Alt Phone</u>
	Logging Projects All			
	Logging Projects All			
	Logging Projects All			
	Logging Projects All			
	Logging Projects All			
	Logging Projects All			
	Logging Projects All			

(8) Name of Subcontractors and Start Dates:

<u>Project No.</u>	<u>Subcontractor Name.</u>	<u>Start Date</u>	<u>Completion Date</u>	<u>Cell No.</u>	<u>Alt Phone</u>

	<u>Subcontractor Name.</u>	<u>Start Date</u>	<u>Cell No.</u>	<u>Alt Phone</u>
FELLING				
YARDING				

(9) Comments:

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(10) Operations Map: Attach a copy of timber sale Exhibit A or other suitable map which plainly shows the items listed on the instruction sheet.



## Oregon Department of Forestry

2600 State St Salem OR 97310

PART III: EXHIBITS

### EXHIBIT B

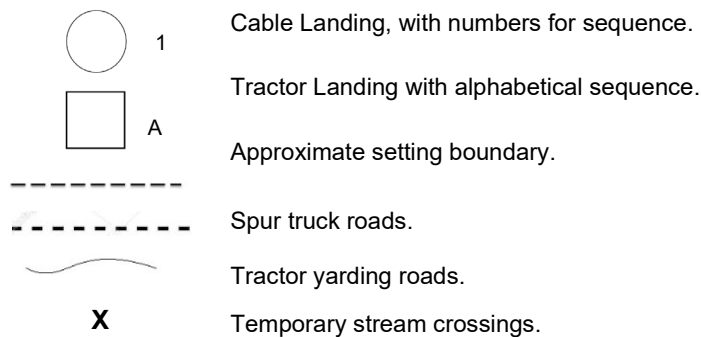
## INSTRUCTION SHEET FOR OPERATIONS PLAN

### SUBMIT ONE COPY OF PLAN STATE

Operations shall be limited to the work shown in the plan until a revised plan or supplemental plan is submitted covering additional work. Compliance with this plan is not in lieu of compliance with any federal requirements related to the federal Endangered Species Act. If STATE has prepared a required Forest Practices Act (FPA) "Written Plan" for operations, PURCHASER shall comply with all provisions of the Written Plan.

### Explanation of Item No.(from Page 1)

- (5) All sales require you to use a brand furnished by STATE. If the State brand has not been assigned when the plan is submitted, it will be furnished and assigned later. Complete drawing. If more than one brand is assigned to the sale, complete both drawings.
- (6) The contract requires you to have a designated representative available on the sale area or work location who is authorized to receive in your behalf any notice or instruction given by STATE and to take action in regard to performance under the contract. If logging and project work is widely separated, a representative is required for each.
- (7) The STATE representative will be designated when your plan is approved and is the person who will inspect and issue instructions regarding performance.
- (8) Show names of subcontractors to be used for any or all phases of the operations. If subcontractors are not Known, or are changed later, give notification to the STATE representative prior to commencement of work by subcontractor.
- (9) Show projected dates for commencement of both projects and logging. If projected dates need to be changed at a later date, notification must be given to the STATE representative by supplemental plan or otherwise, prior to commencement of such operations.
- (10) The STATE representative will furnish extra copies of Exhibit A of the contract for your use in preparing the operations map. The map shall use the following legend and show:
  1. Landing locations, approximate setting boundaries, and probable sequence of logging the settings. Number the settings in sequence.
  2. Locations of spur roads planned for construction, other than required by the timber sale contract. Provide spur road specifications
  3. Locations of proposed tractor yarding roads. Show if and how marked on the ground.
  4. Locations of temporary stream crossings.
  5. List the sequence of performing project work.
  6. Location of rock sources - attach pit development plans.




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PART III: EXHIBITS

**EXHIBIT B  
OPERATIONS PLAN**
**Completion Timeline**

Indicate on the appropriate timeline below, the dates by which you plan to complete the work as required under this contract. The purpose of this section is to develop a plan that will ensure you complete the work as required, and meet the interim completion date(s) and contract expiration date. This plan is incorporated and made a part of the contract. When, in the opinion of STATE, operations are not commencing in a manner that meets the intent of this plan, you may be placed in violation of contract and your operations suspended until an amended plan is submitted and approved by STATE.

**Projects**

Month/Year Date ____/____	Month/Year Date ____/____	Month/Year Date ____/____	Month/Year Date ____/____	Month/Year Date ____/____
Work Commences	25%	50%	75%	Projects Complete

**Harvest & Other Requirements**

Month/Year Date ____/____	Month/Year Date ____/____	Month/Year Date ____/____	Month/Year Date ____/____	Month/Year Date ____/____
Work Commences	25%	50%	75%	Sale Complete

The Federal Endangered Species Act (ESA) prohibits a person from taking any federally listed threatened or endangered species. Taking under the federal ESA may include alteration of habitat. STATE's approval of this plan does not certify that PURCHASER's operation under the plan is lawful under the federal ESA. As provided in the timber sale contract, PURCHASER's must comply with all applicable state, federal, and local laws.

PURCHASER's compliance with this plan is not in lieu of compliance with any federal requirements related to the federal Endangered Species Act.

APPROVED; Date: \_\_\_\_\_

 SUBMITTED BY:  
PURCHASER

 STATE OF OREGON - DEPARTMENT OF  
FORESTRY

Title \_\_\_\_\_

Title \_\_\_\_\_



**Oregon Department of Forestry**  
**EXHIBIT C - SAWMILL GRADE (WESTSIDE SCALE)**  
**SCALING INSTRUCTIONS - LOCATION APPROVAL - BRAND INFORMATION**  
**Coos - SOA**

(1) ORIGINAL REGISTRATION ☐ Date \_\_\_\_\_  
REVISION NUMBER 000 ☐ Date \_\_\_\_\_  
CANCELLATION ☐ Date \_\_\_\_\_

(2) TO: \_\_\_\_\_  
(Third Party Scaling Organization)

(3) FROM: Coos Phone (541) 267-4136  
(State Forestry District)  
Address: 63612 FIFTH RD  
COOS BAY, OR 97420

(4) PURCHASER: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

(5) MINIMUM SCALING SPECIFICATIONS	
SPECIES	MINIMUM NET VOLUME
Conifers	10
Hardwoods	10

\*Apply minimum volume test to whole logs over 40' Westside

(6) WESTSIDE SCALE:  
Use Region 6 actual taper rule. Logs over 40'.

(7) Weight Scale Sample ☐ YES ☒ NO

(8) APPROVED SCALING LOCATIONS (as shown on the ODF Approved Locations web-site )	Species	Yard	Truck	Weight

(9) SALE NAME: Gobbler GNA  
COUNTY: Coos

(10) STATE CONTRACT NUMBER:  
CS-341-2022-GF8418-01

(11) STATE BRAND REGISTRATION NUMBER:  
\_\_\_\_\_

(12) STATE BRAND INFORMATION:



(13) PAINT REQUIRED: YES ☒  
COLOR: Orange

(14) SPECIAL REQUESTS (Check applicable)
PEELABLE CULL (all species)..... <input checked="" type="checkbox"/>
<b>NO DEDUCTIONS ALLOWED FOR MECHANICAL DAMAGE</b> ..... <input checked="" type="checkbox"/>
ADD-BACK VOLUME - Deductions due to delay... <input checked="" type="checkbox"/>
OTHER :

(15) REMARKS:  
\_\_\_\_\_

Operator's Name (Optional inclusion by District): \_\_\_\_\_

(16) SIGNATURES:

\_\_\_\_\_  
Purchaser or Authorized Representative Date

\_\_\_\_\_  
State Forester Representative Date

\_\_\_\_\_  
State Forester Representative PRINT NAME

**Notify the District within one hour when branding or painting is inadequate for quick identification, the receipts are missing, not correctly or completely filled out, and/or when logs presented for scaling are impossible to scale accurately.**  
General Distribution: TPSO, Approved Scaling Locations and Purchaser.



**Oregon Department of Forestry**  
**EXHIBIT C - SAWMILL GRADE**  
**INSTRUCTIONS FOR EXHIBIT C**  
**Coos - SOA**

- (1) Check appropriate box. REVISION NUMBER requires comments. CANCELLATION requires logging and hauling to be complete, recall branding hammers.

- (2) Designate Third Party Scaling Organization (TPSO).

Columbia River Log Scaling & Grading Bureau  
P.O.Box 7002, Eugene, OR 97401  
Phone: (541) 342-6007 Fax: (541) 342-2631  
Email: [services@crls.com](mailto:services@crls.com)

Mountain Western Log Scaling & Grading Bureau  
P.O.Box 580, Roseburg, OR 97470  
Phone: (541) 673-5571 Fax: (541) 672-6381  
Email: [info@southernoregonlogscaling.com](mailto:info@southernoregonlogscaling.com)

Northwest Log Scalpers Inc.  
6137 NE 63rd St, Vancouver, WA, 98661  
Phone: (360) 553-7212 ext. 4 Fax: (360) 553-7213  
Email: [info@nwlogscalpers.com](mailto:info@nwlogscalpers.com)

Pacific Rim Log Scaling Bureau, Inc.  
8288 28th Court North East, Lacey, WA 98516  
Phone: (360) 528-8710 Fax: (360) 528-8718  
Email: [office@prlsb.com](mailto:office@prlsb.com)

Yamhill Log Scaling & Grading Bureau  
P.O.Box 709, Forest Grove, OR 97116  
Phone: (503) 359-4474 Fax: (503) 359-4476  
Email: [yamhilllog@frontier.com](mailto:yamhilllog@frontier.com)

- (3) State District office, address and phone.
- (4) Enter Purchaser's business name, address, and phone number as it appears on the Contract.
- (5) Minimum Scaling Specifications.
- (6) Westside - Region 6 actual taper segment scale. Check Yes or No. Special Service Rules on file with TPSO. See: Segment Scaling and Grading of Long Logs - All Species - State Forestry Department Scaling Practices (Westside).
- (7) Weight Scale Sample - Check box if sale is to be a Weight Scale Sample. All specifics for handling, scaling and processing will be attached or explained in the Remarks section item (15).
- (8) Show scaling locations only applicable to TPSO. Location name should appear as it does on the ODF Approved Scaling Location web site: [https://apps.odf.oregon.gov/Divisions/management/asset\\_management/scalinglocation.asp](https://apps.odf.oregon.gov/Divisions/management/asset_management/scalinglocation.asp) Locations with scaling and processing directions specific to their location should be on a separate form. Species should be identified if not capable of receiving "all" species. Check appropriate box for either: yard, truck scale, or weight. Refer to the web site listed above for the locations approval status.
- (9) Enter sale name and county.
- (10) Enter sale Contract number.
- (11) Enter Oregon's State Brand Registry Number **(REQUIRED)**.
- (12) Show brand assigned to timber sale. One brand only. If more than one brand is assigned to the sale: (1) make a separate form for each brand and (2) on each form, explain and show other brand(s) in the Remarks section item (15).
- (13) Check yes for Paint Required and designate "Orange" for color. Non required removal volumes may sometimes require blue paint.
- (14) Special Requests. These are requests that will be applied to ODF timber sales. All boxes applicable to the timber sales designated in the Exhibit C form must be "marked". If "Other" is indicated, it must contain a description and any necessary comments.
- (15) Use this space to designate any weight scale sample instructions or any other explanations to clarify scaling, processing and/or mailing requirements. If additional scaling locations are approved, revise original or current form showing all (old and new) locations. Check REVISION box at top of form and explain under remarks. Route as indicated.
- (16) Require purchaser to sign and date completed form in addition to State Forester Representative, sign and print name on the form. Signatures not required on revisions.



**Oregon Department of Forestry  
EXHIBIT C - PULP SORT  
PROCESSING INSTRUCTIONS - LOCATION APPROVAL  
BRAND INFORMATION**

Coos, SOA

(1) ORIGINAL REGISTRATION ☐ Date \_\_\_\_\_  
REVISION NUMBER 000 ☐ Date \_\_\_\_\_  
CANCELLATION ☐ Date \_\_\_\_\_

(9) **SALE NAME:** Gobbler GNA

COUNTY: Coos

(2) TO: \_\_\_\_\_  
**(Approved Pulp Processing Facility)**

(10) **STATE CONTRACT NUMBER:**

CS-341-2022-GF8418-01

(3) FROM: Coos Phone (541) 267-4136  
(State Forestry District)

(11) STATE BRAND REGISTRATION NUMBER: \_\_\_\_\_

(12) STATE BRAND INFORMATION:

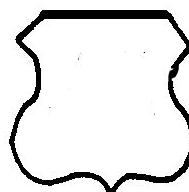
Address: 63612 FIFTH RD  
COOS BAY, OR 97420

(4) PURCHASER: \_\_\_\_\_

(5) Scaling Bureau (TPSO) Processing Weight receipts:

Mailing Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_



(13) **REMARKS:**

(6) **STATE Definition of Approved Pulp Sort:**

- Top portion of the tree (tops).
- All logs with a diameter (Big End) greater than 6 inches marked with blue paint.

Operator's Name (Optional inclusion by District):

(14) **SIGNATURES:**

(7) PULP FACILITY PROCESSING INSTRUCTIONS:

- Pulp loads shall be weighed in lieu of scaling.
- One Ton = 2000 lbs (Short Ton).
- Pulp loads shall have a yellow Log Load Receipt attached.
- Gross weight and truck tare weight for each load shall be machine printed on the weight receipt.
- Weigher shall sign the weight receipt.
- Weigher shall record the Log Load Receipt number on the weight receipt.
- Weigher shall attach the Weight receipt to the Log Load Receipt and mail them weekly to the TPSO processing the Weight receipt.

Purchaser or Authorized Representative \_\_\_\_\_ Date \_\_\_\_\_

State Forester Representative \_\_\_\_\_ Date \_\_\_\_\_

State Forester Representative PRINT NAME \_\_\_\_\_

(8) TPSO PROCESSING INSTRUCTIONS

- Submit data files daily (or each day of activity).
- Mail or deliver scale tickets weekly to ODF Headquarters in Salem.

**Notify the District within one hour when branding is inadequate for quick identification, the logs are marked with orange paint, the receipts are missing, not correctly or completely filled out, and/or logs do not meet the specifications of the STATE definition of Approved Pulp Sort.**

**General Distribution: TPSO, Approved Scaling Locations and Purchaser.**



**Oregon Department of Forestry  
EXHIBIT C - PULP SORT  
INSTRUCTIONS FOR EXHIBIT C**

Coos, SOA

- (1) Check appropriate box. REVISION NUMBER requires comments. CANCELLATION requires logging and hauling to be complete, recall branding hammers.
- (2) Approved Pulp Processing Facility. Write in as written in the Approved Log Delivery Location [https://apps.odf.oregon.gov/Divisions/management/asset\\_management/scalinglocation.asp](https://apps.odf.oregon.gov/Divisions/management/asset_management/scalinglocation.asp)
- (3) State District office, address and phone.
- (4) Enter Purchaser's business name, address, and phone number as it appears on the Contract.
- (5) Third Party Scaling Organization that will be processing the weight tickets, mailing address, and phone number.

Columbia River Log Scaling & Grading Bureau  
P.O.Box 7002, Eugene, OR 97401  
Phone: (541) 342-6007 Fax: (541) 342-2631  
Email: [services@crls.com](mailto:services@crls.com)

Pacific Rim Log Scaling Bureau, Inc.  
8288 28th Court North East, Lacey, WA 98516  
Phone: (360) 528-8710 Fax: (360) 528-8718  
Email: [office@prlsb.com](mailto:office@prlsb.com)

Mountain Western Log Scaling & Grading Bureau  
P.O.Box 580, Roseburg, OR 97470  
Phone: (541) 673-5571 Fax: (541) 672-6381  
Email: [info@southernoregonlogscaling.com](mailto:info@southernoregonlogscaling.com)

Yamhill Log Scaling & Grading Bureau  
P.O.Box 709, Forest Grove, OR 97116  
Phone: (503) 359-4474 Fax: (503) 359-4476  
Email: [yamhilllog@frontier.com](mailto:yamhilllog@frontier.com)

Northwest Log Scalars Inc.  
6137 NE 63rd St, Vancouver, WA, 98661  
Phone: (360) 553-7212 ext. 4 Fax: (360) 553-7213  
Email: [info@nwlogscalars.com](mailto:info@nwlogscalars.com)

- (6) Big end of log is not to exceed 2 inches greater than the minimum removal specifications in the contract. Example: Minimum removal specifications 6 inches and 20 board feet, then the Big end of log not to exceed 8 inches. When conifer and hardwood removal specifications are different, use the smaller removal diameter to determine this specification.
- (9) Enter sale name and county.
- (10) Enter sale Contract number.
- (11) Enter Oregon's State Brand Registry Number **(REQUIRED)**.
- (12) Show brand assigned to timber sale. One brand only, if more than one brand is assigned to the sale: (1) make a separate form for each brand and (2) on each form, explain and show other brand(s) in the Remarks section Item (13).
- (13) Use this section to list any special instructions or the reason for any revisions in section item (1).
- (14) Require purchaser to sign and date completed form in addition to State Forester Representative, sign and print name on the form. Signatures not required on revisions.

EXHIBIT D  
FOREST ROAD SPECIFICATIONS

SPECIFIC ROAD IMPROVEMENT INSTRUCTIONS

<u>Road or Project Points</u>	<u>Work Description</u>
C to M, F to G	Brush road prism following Exhibit "G" and shape road to make a smooth running surface, removing vegetation. Ten yards of rock have been appraised to spread over scotch broom prior to activities to mitigate equipment migration of weedseeds into the timber area.
D to K, H to O, I to N, J to P, Q	Brush road prism following Exhibit "G" and shape road to make a smooth running surface. Five yards have been appraised to spread over gorse each at point K and between points I and N prior to activities to mitigate weed seed migration into the timber sale area.
F to L	Grade road to make a smooth running surface.
Y to W	Remove reprod and brush road prism following Exhibit "G" and shape road to make a smooth running surface and approach at Point Y. Prior approval to remove reprod from Hancock is required when executing the road use permit.
K to V, L to U	Build new short spurs, remove vegetation and shape road.
Q to R	Pioneer and construct new spur to optimal landing location, smooth for haul.
M, N, O, P, Q, R, S, T, U, V, W, X	Remove trees and stumps from old landing locations, smoothing and compacting landing for harvest. Landing locations must be located on USFS property. Trees needed to be cut on Hancock property between Point E and X must be agreed upon with Hancock and purchased at agreed rate direct with Hancock.
Haul Route	Damaged areas shall be repaired as needed during active haul.



EXHIBIT D

SKID ROAD and TEMPORARY ROAD VACATING SPECIFICATIONS  
SUBSOILING, WOODY DEBRIS, WATERBARS AND BLOCKING ROADS

- (1) Equipment. A track mounted excavator, grader, or dozer shall be used for all road blocking, and waterbarring, unless otherwise approved in writing by STATE. A track mounted excavator or log loader shall be used for subsoiling, unless otherwise approved in writing by STATE.
- (2) Dry Conditions. All work shall be performed during dry conditions acceptable to STATE.

SPECIFIC INSTRUCTIONS/SPECIFICATIONS:

<u>Segment</u>	<u>Work Description</u>
Primary skid roads and new construction	<u>Subsoiling:</u> After logging, all temporary roads and the main skid roads, shall be subsoiled to a depth of at least 20 inches. Shape roadbed to the original slope. Pull slash back across the subsoiled roadbed, for 85% effective ground cover over exposed mineral soil. Subsoiling shall employ a discontinuous "hen scratch" pattern over the ground, and method shall lift and fracture the compacted soil rather than plowed, mixed, or displacement of surface soils. If large tree roots, bedrock or subsurface boulders prevent subsoiling, purchaser shall work around them so as to avoid pulling these to the surface or ripping through them.
Primary skid roads and new construction	<u>Woody Debris</u> Shall be placed on the surface of subsoiled main skid roads and temp roads. Pull slash back across the subsoiled roadbed, for 85% effective ground cover over exposed mineral soil.
Existing roads	<u>Construct Waterbars</u> as directed by STATE and Exhibit E.
Primary skid roads and new construction	<u>Block Roads.</u> All temporary roads and skid roads shall be blocked immediately after completion of logging operation, or at the end of logging season to prevent off highway vehicle use. Use excavated material and cull logs to block temporary roads and skid roads from vehicle access, as directed by STATE.

## EXHIBIT D

### ROCK ACCOUNTABILITY

PURCHASER shall obtain subgrade approval from STATE prior to rocking. Rocking shall be limited to periods when weather conditions are acceptable to STATE and when sediment will not enter streams. Additional surfacing needed because of construction season or construction practice is not included in the preceding ROAD SURFACING table, and shall be furnished at PURCHASER expense.

Rock accountability shall be determined by the following methods, as directed by STATE. STATE shall be given 24 hours' notice prior to rocking.

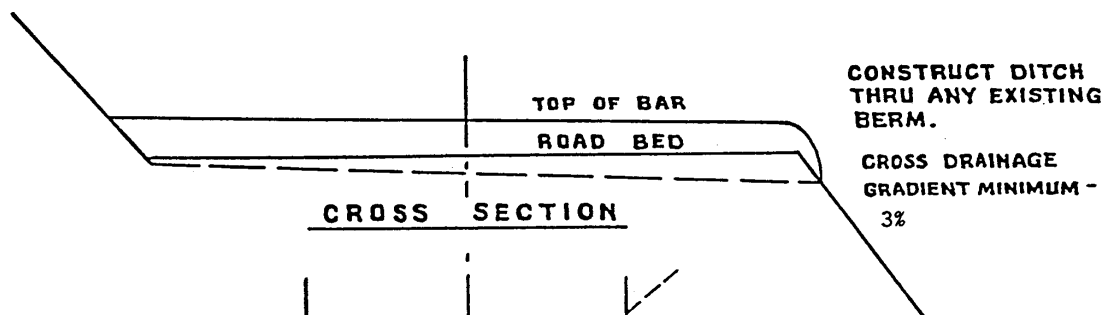
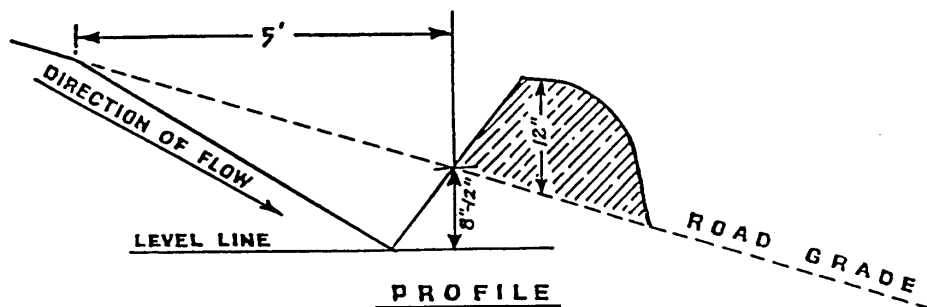
Depth Measurement. Rock shall be spread and compacted according to the depths specified in Exhibit D. Truck measure volumes are given, but shall not limit the amount of rock spread.

Depth shall be determined in the most compacted area of the surface cross section. The depth of compacted aggregates shall not vary more than 1 inch from the depth specified in the "Road Surfacing" table in Exhibit D. The average depth for each road segment shall be the specified depth or greater. If additional rock is required because of insufficient depth, the locations and volumes to be added shall be determined by STATE.

Load Records. Notify STATE before spreading the rock and maintain a record of all rock delivered for spreading. Make the record available for STATE inspection. A report listing the amount of rock delivered the prior month must be submitted weekly.

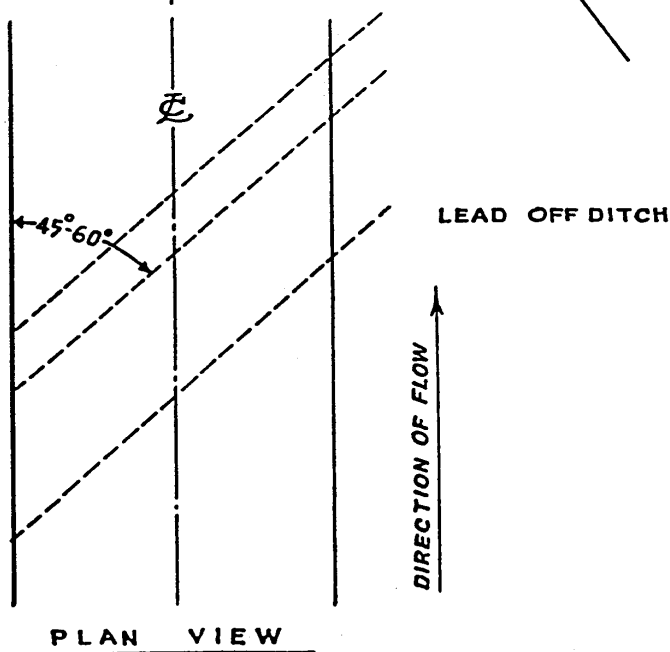
EXHIBIT E

WATERBAR SPECIFICATIONS



SPACING OF WATERBARS

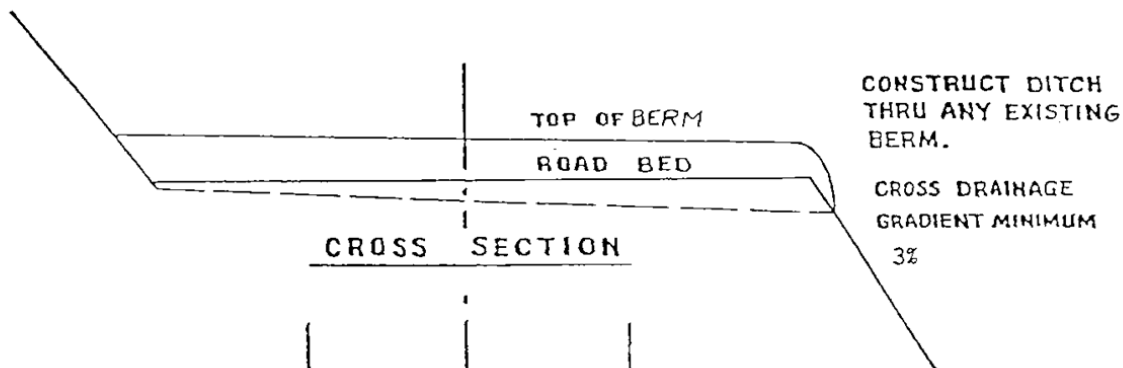
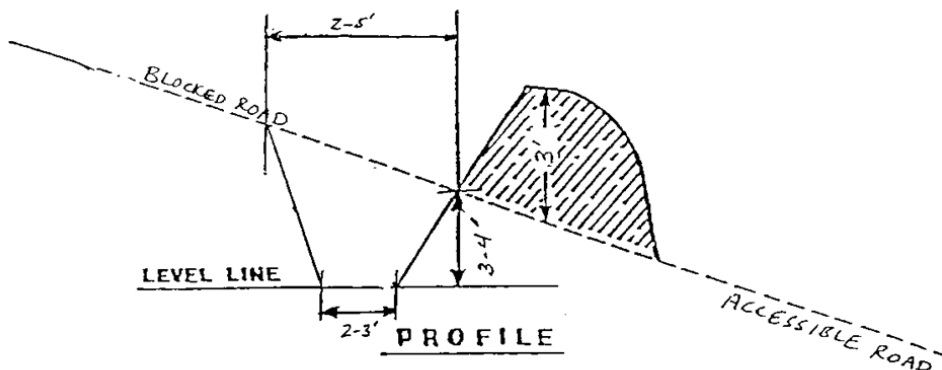
ROAD GRADE	DISTANCE
≤ 5%	400'
6-10%	200'
11-15%	150'
16-20% or greater	100'



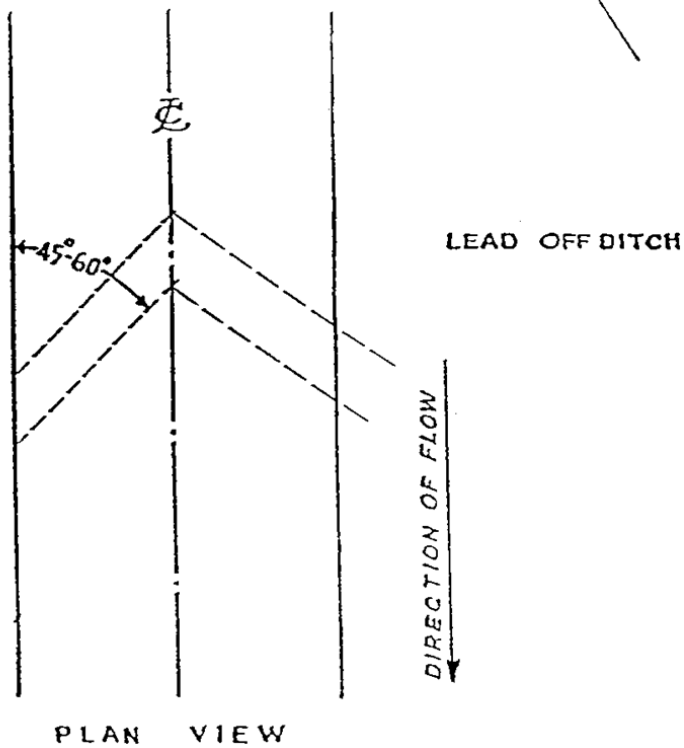
WATERBAR SPECIFICATIONS  
 FOR CROSS DITCHING #298

EXHIBIT F

TANK TRAP SPECIFICATIONS



Tank trap shall be installed in a "V" shape. It should be sloped to drain with a relief ditch through the down slope edge of the road. The trench shall be behind the berm for approaching traffic.

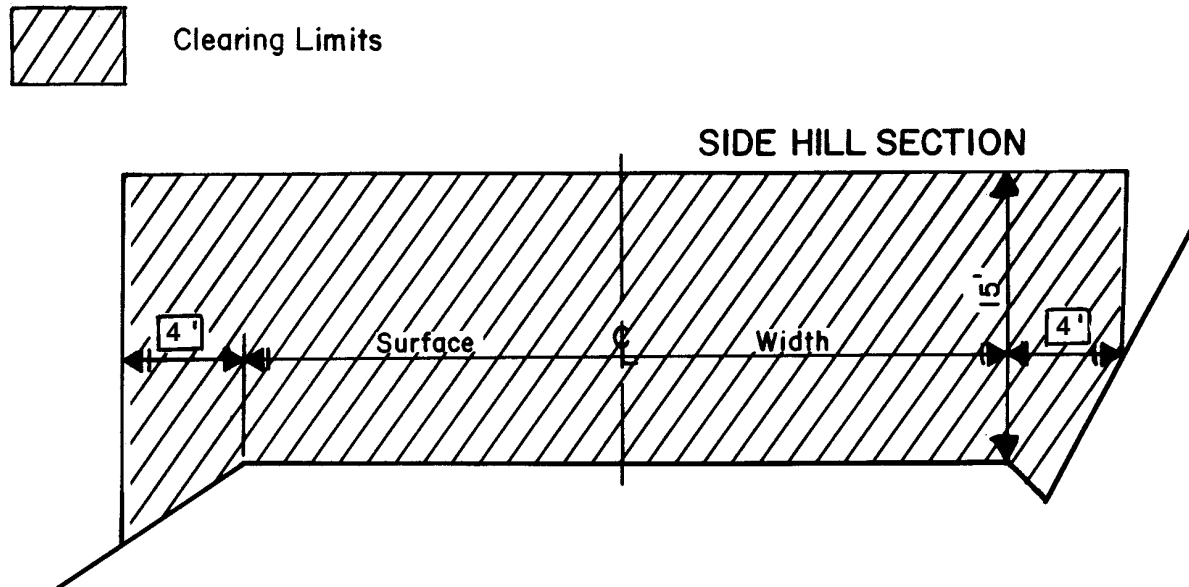


TANK TRAP SPECIFICATIONS

EXHIBIT G

1

ROAD BRUSHING SPECIFICATIONS



REQUIREMENTS

The minimum height of clearing shall be 15 feet from the road surface, and the minimum width of clearing on the cutslope side(s) of the road shall be 4 feet horizontal distance from the shoulder of the road and 4 feet horizontal on the down slope side from the road shoulder.

Brush and trees shall be cut to a maximum height of 6 inches above the ground surface or obstructions such as rocks or existing stumps.

Debris resulting from the brushing operation shall be removed from the roadway, cutslope, ditches, water courses, culvert inlets and outlets and sediment catching basins. Debris shall be mulched or scattered downslope from the road or placed in other stable locations. Large debris, 6 inches or larger in diameter, shall be mulched or cut into lengths 6 feet or less to facilitate rapid decay, unless otherwise approved by STATE.

FOR HFM USE ONLY

Contract No.:CS-341-2022-GF8418-01  
Permittee Name:

### ACCESS PERMIT

THIS ACCESS PERMIT ("Permit") is made and entered into as of the \_\_ by and between **CHINOOK SILVA LLC** ("Landowner"), acting by and through its Limited Agent, Hancock Forest Management Inc. ("HFM"), whose address is PO Box 1367, Roseburg, OR 97470 and **Purchaser Name** ("Permittee"), whose address is Purchaser Address. This Permit allows Permittee to conduct the Operations, as defined in Section 1 hereof, on certain land (the "**Managed Land**") owned by Landowner and managed by HFM. This Permit consists of the terms and conditions set forth following the signatures of Landowner and Permittee (individually, a "**Party**" and collectively, the "**Parties**") listed below.

#### LANDOWNER

(COQUILLE)  
**CHINOOK SILVA LLC**

*Signature block continues on following page*

By: Hancock Natural Resource Group, Inc.,  
a Delaware corporation, its Advisor, Agent,  
Investment Manager, Manager or Trustee, as  
applicable

By: Hancock Forest Management Inc.,  
its Limited Agent

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

#### PERMITTEE

Name\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

#### EXHIBITS:

Exhibit A:	Description of the Premises
Exhibit B:	Map of the Premises
Exhibit C:	Description of Permittee's Operations
Exhibit D:	Insurance Requirements
Exhibit E:	Safety Requirements
Exhibit F:	Contract Specifications
Exhibit G:	Inadvertent Discovery Plan

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

## 1. GRANT

Landowner does hereby grant to Permittee and/or Permittee's affiliated companies and each of their respective servants, employees, subcontractors, agents, permittees, invitees and independent contractors ("**Permittee's Responsible Parties**"), non-exclusive permission to use certain roads constructed on the land described in Exhibit A (the "**Premises**"), and shown on Exhibit B attached hereto, but only as reasonably necessary in connection with conducting Permittee's operations described in Exhibit C attached hereto (the "**Operations**"). Permittee shall give Landowner prompt written notice of its completion of the Operations.

## 2. TERM

The term of this Permit shall be effective on 2021, and shall terminate on the earlier of (i) 2023, or (ii) the completion or earlier termination of the Operations. Notwithstanding anything to the contrary herein, in the event of Permittee's breach of any of the terms or conditions of this Permit, Landowner may immediately terminate this Permit at any time, with or without notice.

## 3. CONSIDERATION

For and in consideration for the rights granted under this Permit, Permittee agrees to the following:

**Permittee shall pay Landowner according to the following rates:**

**-See Exhibit C "Description of Permittee's Operations"**

## 4. ASSUMPTION OF RISK AND LIABILITY BY PERMITTEE

Permittee acknowledges that it has inspected the Premises and is familiar with the condition thereof and is entering into this Permit with full knowledge of the state and condition of the Premises and the roads thereon, and accepts the Premises and the roads thereon "AS IS." Neither HFM nor Landowner makes any warranty or representation as to the present or future condition, safety, or suitability of the roads for use by Permittee, the condition or use of the Premises, or the character of the traffic on any of its roads. Permittee, on behalf of itself, and Permittee's Responsible Parties or other third parties performing services for Permittee on the Premises or in conjunction with the Operations or this Permit, expressly assumes all risks associated with its Operations and all activity which takes place on the Premises and the roads thereon, including, but not limited to, the use of primitive unsigned roads or trails and unstable soil conditions on or in the vicinity of the Premises, whether conducted by the Permittee, or any party associated with Permittee. Permittee understands and agrees that Landowner would not



have granted this Permit without such an express assumption of all risks by Permittee or Permittee's Responsible Parties.

## 5. INDEMNIFICATION.

5.1 Notwithstanding anything herein to the contrary, Permittee agrees to reimburse, indemnify, defend and hold harmless, **Landowner, HFM, and Manulife Financial Corporation**, their wholly and majority owned affiliates, and subsidiary companies and their respective officers, insurers, agents and employees (individually and collectively, the "**Indemnified Parties**"), the Premises, the Landowner's property, and the Managed Land from any and all costs, expenses, damages, penalties, liens, charges, claims, injuries, environmental cleanup or remediation obligations, demands or liabilities whatsoever, (including reasonable attorneys' fees and court costs) (hereinafter in this Article V referred to collectively as "**Claim**") arising out of or in any manner connected with or resulting from (i) the acts, omissions, activities, or Operations hereunder of Permittee and/or **Permittee's Responsible Parties**, as the case may be, (ii) any material breach of Permittee's representations and/or warranties; or (iii) the failure of Permittee to fulfill any of its covenants or agreements under this Permit, which may be suffered by the Indemnified Parties, the Premises, the Landowner's property or the Managed Land or asserted by any third party whomsoever, including, but not limited to, Permittee's Responsible Parties and governmental agencies. Permittee shall, at Permittee's own cost and expense, defend (with counsel acceptable to Landowner in its sole and absolute discretion) against any and all actions, suits or other legal proceedings that may be brought or instituted against any of the Indemnified Parties, the Premises, the Landowner's property or the Managed Land on any such Claim and shall pay or satisfy any judgment or decree that may be rendered against any of the Indemnified Parties, the Premises, the Landowner's property or the Managed Land in any such action, suit or legal proceeding which may result therefrom provided that Permittee shall not be required to indemnify the Indemnified Parties against any claim to the extent that such claim arises from the actions or negligence of the Indemnified Parties.

5.2 Without limiting the foregoing, in the event of assertion of any Claim against the Indemnified Parties, the Premises, the Landowner's property or the Managed Land, Permittee agrees that after notice from Landowner to do so, Permittee shall act diligently to cause the satisfaction, discharge or release of any such claim.

5.3 Without limiting the generality of the foregoing, Permittee assumes liability for actions brought by any of Permittee's Responsible Parties, provided that the Permittee shall not assume liability for the actions or negligence of the Indemnified Parties. Permittee's indemnity obligation hereunder shall not be limited by any workers' compensation, benefits or disability laws and Permittee waives any immunity that Permittee may have under any applicable industrial insurance law or act or similar workers' compensation, benefits or disability laws. The foregoing waiver was negotiated mutually by Landowner and Permittee.

5.4 Permittee releases and waives all claims against the Indemnified Parties with respect to any claim or injury arising from the Operations of Permittee under this Permit, except to the extent that such claim arises from the actions or negligence of the Indemnified Parties.

## 4 – ACCESS PERMIT

7/24/18 (updated 2/13/20)

## **6. INSURANCE REQUIREMENTS**

Before commencing Operations and at all times that this Permit is in effect, Permittee and Permittee's Responsible Parties shall comply with the insurance requirements described in Exhibit D, Form No. 1 attached hereto.

## **7. COMPLIANCE WITH LAWS AND REGULATIONS**

7.1 Permittee shall comply with all applicable laws, statutes, ordinances, rules and regulations of federal, state and local governments and agencies thereof, including, but not limited to, those relating to forest roads, traffic safety, wetlands, environmental protection, forest practices, conservation practices, hazardous waste or materials, explosives, protection of threatened and endangered species, water resources, wetlands, shorelines and the prevention, suppression and control of fire, and all valid orders of federal and state officials pertaining thereto ("Applicable Laws"). Contractor warrants that it is now, and will remain throughout the term of this Agreement, in full and legal compliance with all federal, Washington and local laws, regulations, and ordinances. Contractor warrants that it complies with all applicable employment laws including, but not limited to, anti-discrimination, wage and hour, safety, and workers' compensation laws.

7.2 Permittee shall, at its sole cost and expense, be responsible for any of Permittee's deviations from or infractions of Applicable Laws, and shall indemnify, defend and hold the Indemnified Parties harmless for any cost, loss, liability or obligation which any party may sustain or incur by reason of the failure by Permittee to comply with any and all such Applicable Laws. In the event that Permittee receives a notice of a deviation or infraction from any governmental entity or agency, Permittee shall immediately notify Landowner and provide copies of all pertinent documentation with regard to such deviation or infraction. Permittee shall ensure that any and all subcontractors performing work, or providing materials, in conjunction with Permittee's activities pursuant to this Permit comply with all applicable federal, state and local laws, rules and regulations. Upon request, Permittee shall provide evidence satisfactory to Landowner of Permittee's compliance hereunder.

## **8. FIRE PROTECTION AND SUPPRESSION**

8.1 Permittee shall use its best efforts to prevent fires from starting on or spreading, to or from the Premises or other land adjacent thereto. Permittee shall comply with all relevant federal, state and local laws and regulations, and all reasonable requests of Landowner with respect to fire prevention and control, including but not limited to, any requirements relating to fire fighting tools in the possession of Permittee or Permittee's employees. Permittee shall suspend Permittee's use of any roads and/or the Premises when, in the absolute discretion of Landowner, or any state or federal forestry officials, such suspension is required because of a significant fire hazard. Permittee shall promptly notify Landowner and the appropriate government authorities upon becoming aware of any fire on or near the Premises that may spread to or threaten any part of the Premises or any other property managed by Landowner.

8.2 Permittee assumes all liability for, and agrees to indemnify and hold the Indemnified Parties harmless from and against all claims, damages, losses, penalties, suits or costs (including reasonable attorneys' fees and court costs), in any manner arising from fire originating on the Premises or other land adjacent thereto, if and only to the extent such fire results from the act, omission or negligence of Permittee, its employees, subcontractors, agents, or invitees, or Permittee's failure to comply with any provision of this Permit or any law, rule or regulation relating to fire prevention or fire suppression.

## **9. USE AND MAINTENANCE OF PREMISES**

9.1 Except as necessary for the construction or rebuilding of any roads permitted herein, Permittee shall not commit or suffer to be committed any waste upon the Premises nor allow or cause the Premises to be used for any improper or unlawful purpose or for any purpose not expressly permitted under this Permit. Permittee shall pay when due all costs arising in connection with any of its activities on the Premises.

9.2 Permittee shall not cut, damage, destroy, nor otherwise remove timber, or any other natural resource, located on the Premises or otherwise belonging to the Landowner, without Landowner's prior written consent. Such cutting, damaging or destroying of any such timber shall be considered a willful trespass. The parties agree that the damage resulting from such trespass is difficult to ascertain. As a result, Permittee shall pay to Landowner a sum equal to three times the fair market value of the timber that is cut, damaged or destroyed, together with all incidental costs sustained by Landowner on account of the cutting, damaging or destroying of such timber. The parties agree that such a fee represents a fair and reasonable estimate of the cost Landowner will incur by reason of such a trespass.

9.3 Except as contemplated in Paragraph 3 herein, Permittee shall not conduct any road construction nor make any alterations, additions, improvements or repairs to the roads on the Premises without the prior written consent of Landowner. Prior to conducting any construction, alteration or repair, Permittee must submit the design, specifications and location of such activities to Landowner for its approval. All approved alterations, additions, and improvements will be completed free of any liens or encumbrances and in a good and workmanlike manner, in conformance with all applicable laws and regulations.

9.4 Permittee agrees to keep the roads used by the Permittee on the Premises open. Permittee shall not (i) obstruct any roads on the Premises; (ii) land any logs or other forest products alongside any road on the Premises without first obtaining Landowner's prior written consent; or (iii) load any trucks on any road on the Premises without Landowner's prior written consent.

9.5 This Permit shall be subject to, and Permittee shall comply with, the speed limits, traffic control and other regulations promulgated from time to time by Landowner or any governmental agency having jurisdiction over the Premises. Landowner may, in its absolute discretion, close any road on the Premises during periods of high fire danger or soft road conditions. Permittee shall drive safely at all times, stay to the right and be able to stop within half of Permittee's sight distance. Permittee shall at all times observe a maximum speed limit of

25 miles per hour and drive with lights on and seat belt fastened. Forest management traffic such as log trucks, rock trucks, service trucks and crew vehicles have right-of-way.

9.6 Permittee shall protect all survey monuments, witness corners, reference monuments and bearing trees on the Premises against destruction, obliteration or damage. If any monuments, corners or accessories are destroyed, obliterated or damaged by Permittees use of the Premises, Permittee, at its sole cost and expense, shall hire a registered land surveyor to establish or record the monuments, corners or accessories, at the same location and shall record such survey in the appropriate county records.

9.7 Permittee shall conduct its activities and Operations so as to cause the least possible damage to the soil, slopes, roads and any surrounding standing timber on the Premises. Permittee shall pay and be responsible for any damage to the roads caused by its Operations which is in excess of that which would be caused through normal and prudent usage of said roads. Permittee shall at all times during its use of the Premises: (i) keep the Premises and all roads in good condition; (ii) reduce fire hazards; (iii) protect the environment and natural soil conditions; (iv) prevent siltation in the streams; and (v) avoid disturbing streambeds, both intermittent and permanent. No fires or open flame. No smoking while outside vehicle. No camping or other recreational use allowed under this permit.

9.8 All of Permittee's vehicles using roads on the Premises shall display a permit or other form of identification approved by Landowner. No gates will be blocked. Permittee will not operate any wheeled or tracked vehicle off existing roads and will not use any ATVs or off-road vehicles of any type.

## **10. ENVIRONMENTAL LAWS**

10.1 Unless otherwise specifically authorized in writing, Permittee shall not bring onto the Premises (except for petroleum used in trucks or other vehicles by Permittee or Permittee's Responsible Parties), dispose of, or otherwise release any hazardous waste or materials or containers containing any hazardous waste or materials in, on or under the Premises or any adjacent property. As used herein, the term "hazardous waste or materials" includes any substance, waste or material designated as hazardous, toxic or dangerous by any applicable federal, state or local law, regulation, rule or ordinance, including, without limitation, petroleum products. If Permittee is permitted to bring hazardous waste or materials on the Premises by Landowner, Permittee shall (1) comply with all requirements of any constituted public authority and all federal, state, and local codes, statutes, rules and regulations, and laws, whether now in force or hereafter adopted relating to Permittee's use of the Premises, or relating to the storage, use, disposal, processing, distribution, shipping or sales of any hazardous waste or materials; (2) comply with any reasonable recommendations by the insurance carrier of either Landowner or Permittee relating to the use by Permittee on the Premises of such hazardous materials; (3) refrain from unlawfully disposing of or allowing the disposal of any hazardous materials upon, within, about or under the Premises; and (4) remove all hazardous materials from the Premises, in compliance with all applicable laws.

10.2 Permittee shall indemnify and hold harmless the Indemnified Parties and their successors and assigns from and against any and all losses, liabilities, damages, injuries,

penalties, fines, costs, expenses and claims of any and every kind whatsoever (including attorney's fees and costs, expenses or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, any so-called state or local "Superfund" or "Superlien" law, or any other federal, state or local statute, law or ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous waste or materials) paid, incurred or suffered by, or asserted against, the Indemnified Parties as a result of any claim, demand or judicial or administrative action by any person or entity (including governmental or private entities) for the escape, seepage, leakage, spillage, discharge, emission or release of any hazardous waste or materials that was caused directly or indirectly by Permittee's Responsible Parties.

10.3 Unless otherwise agreed in writing, if Permittee has occasion or need to dispose of hazardous or toxic substances or wastes, Permittee will retain an independent hazardous waste disposal firm to dispose of any and all such substances at an off-site facility which has been properly approved, licensed and authorized to accept such substances. Permittee will ensure that the disposal firm is properly licensed and in good standing with the applicable regulatory authorities for such work, and has all required transporter identification numbers.

10.4 If a spill or release of oil or hazardous materials by Permittee on the Premises or land adjacent thereto occurs, Permittee will at a minimum (1) immediately notify Landowner of such spill or release, and (2) promptly comply with all federal, state and local spill notification and response requirements, including, but not limited to, all federal and state health and safety requirements. Permittee shall also pay all costs, expenses, penalties, and damages associated with any cleanup, restoration, or mitigation related to such spill or release.

10.5 The obligations and indemnities contained in this Section shall survive the termination of this Permit.

## **11. TERMINATION FOR BREACH**

If Permittee breaches any of its obligations under this Permit or any other agreement to which Permittee is a party with Landowner, Landowner may terminate this Permit immediately, without notice to Permittee. Upon termination under this Section 11, Landowner shall be entitled to take immediate steps to prevent Permittee from using the Premises and to remove Permittee and its equipment. The foregoing remedies shall not be deemed exclusive but shall be in addition to all other remedies available at law or in equity.

## **12. REMOVAL OF PROPERTY**

Upon expiration or earlier termination of this Permit, Permittee shall remove all of its equipment and all materials, tools, rubbish, and all other property placed on the Premises by Permittee, and leave the same in a clean and satisfactory condition. If any equipment is not removed within thirty (30) days after the completion or earlier termination of this Permit, Landowner shall have the right to take possession of, store or otherwise remove and dispose of said equipment at the expense of Permittee. Permittee shall not dispose of waste, including, but not limited to, packaging material, whether by burning, burying or otherwise (on the Premises).

### 13. MISCELLANEOUS

13.1 **Survival.** All representations and warranties set forth in this Permit shall survive the expiration or termination of this Permit. All provisions of this Permit that contemplate performance after the expiration or termination of this Permit, including without limitation, the reciprocal attorneys fees provision and the waiver and indemnity provisions set forth herein, shall survive the expiration or termination of this Agreement and be fully enforceable thereafter.

13.2 **Binding Effect.** The provisions of this Permit shall be binding upon and inure to the benefit of the Parties and, subject to the restrictions on assignment set forth herein, their respective successors and assigns.

13.3 **Assignment.** Permittee shall not assign any of its rights or obligations under this Permit without the consent of Landowner, which Landowner may withhold, condition or delay in its sole and absolute discretion.

13.4 **Notices.** All notices under this Permit shall be in writing and signed by a Party or its counsel. Notices may be (i) delivered personally, (ii) transmitted by facsimile, (iii) delivered by a recognized national overnight delivery service, or (iv) mailed by certified United States mail, postage prepaid and return receipt requested. Notices to any Party shall be directed to the address set forth above, or to such other or additional address as any Party may specify by notice to the other Party. Any notice delivered in accordance with this section shall be deemed given (a) in the case of any notice transmitted by facsimile, on the date on which the transmitting Party receives confirmation of receipt by facsimile transmission, telephone, or otherwise, (b) in the case of any notice delivered by a recognized national overnight delivery service, on the day of delivery to the service, or (c) in the case of any notice mailed by certified U.S. mail, two business days after deposit therein.

13.5 **Waiver.** Any Party's failure to exercise any right or remedy under this Permit, delay in exercising any such right or remedy, or partial exercise of any such right or remedy, shall not constitute a waiver of that or any other right or remedy hereunder. A waiver of any breach of any provision of this Permit shall not constitute a waiver of any succeeding breach of such provision or a waiver of such provision itself. No waiver of any provision of this Permit shall be binding on a Party unless it is set forth in writing and signed by such Party.

13.6 **Amendment.** This Permit may not be modified or amended except by the written agreement of the Parties.

13.7 **Attorneys' Fees.** If a suit, action, or other proceeding of any nature whatsoever (including any proceeding under the U.S. Bankruptcy Code) is instituted in connection with this Permit or any instrument or agreement delivered by either Party at the Closing, or to interpret or enforce any rights or remedies hereunder or thereunder, the prevailing Party shall be entitled to recover its attorneys' fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the court at trial or on any appeal or review, in addition to all other amounts provided by law.

**13.8 Integration.** This Permit contains the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements with respect thereto. The Parties acknowledge and agree that there are no agreements or representations relating to the subject matter of this Permit, either written or oral, express or implied, that are not set forth in this Permit or in the Schedules to this Permit.

**13.9 Governing Law; Venue.** This Permit shall be governed by and construed in accordance with the laws of the state in which the Premises are located (without regard to the principles thereof relating to conflicts of laws) and venue shall be in Clark County, Washington, if all or most of the Premises are located in Washington, or Multnomah County, Oregon, if all or most of the Premises are located in Oregon, or Kootenai County, Idaho, if all or most of the Premises are located in Idaho.

**13.10 Construction and Interpretation.** The headings or titles of the sections of this Permit are intended for ease of reference only and shall have no effect whatsoever on the construction or interpretation of any provision of this Permit; references herein to sections are to sections of this Permit unless otherwise specified. Meanings of defined terms used in this Permit are equally applicable to singular and plural forms of the defined terms. As used herein, (i) the terms “**hereof**,” “**herein**,” “**hereunder**,” and similar terms refer to this Permit as a whole and not to any particular provision of this Permit, (ii) the term “**this transaction**” refers to the transaction(s) contemplated by this Permit, and (iii) the term “**including**” is not limiting and means “**including without limitation**.” In the event any period of time specified in this Permit ends on a day other than a business day, such period shall be extended to the next following business day. All provisions of this Permit have been negotiated at arm’s length and this Permit shall not be construed for or against any Party by reason of the authorship or alleged authorship of any provision hereof.

**13.11 Severability.** If a court of competent jurisdiction finally determines that any provision of this Permit is invalid or unenforceable, the court’s determination should not affect the validity or enforceability of the remaining provisions of this Permit. In such event, this Permit shall be construed as if it did not contain the particular provision that is determined to be invalid or unenforceable. No such determination shall affect any provision of this Permit to the extent that it is otherwise enforceable under the laws of any other applicable jurisdiction

**13.12 Execution and Authority.** This Permit may be executed in any number of counterparts, all of which together shall constitute one and the same agreement. Each Party may rely upon the signature of each other Party on this Permit that is transmitted by facsimile as constituting a duly authorized, irrevocable, actual, current delivery of this Permit with the original ink signature of the transmitting Party. This Permit shall become effective and in full force only when duly and properly executed, authorized, and delivered by the Parties hereto. Each individual who executes this Permit on behalf of a Party warrants his or her authority to do so.

**13.13 Recitals, Exhibits and Schedules.** The Recitals to this Permit and any Schedules or Exhibits attached to this Permit are incorporated herein by this reference.

**13.14 Further Assurances.** Each Party agrees to execute and deliver such additional documents and instruments as may reasonably be required to effect this transaction fully, so long as the terms thereof are consistent with the terms of this Permit.

**13.15 No Third Party Beneficiaries.** This Permit is made and entered into for the sole protection and legal benefit of the Parties and, subject to the restrictions on assignment set forth herein, their respective successors and assigns, and no other person or entity shall be a direct or indirect legal beneficiary of, or have any direct or indirect cause of action or claim in connection with, this Permit.

**13.16 Time.** If any date upon which some action, notice or response is required of any Party hereunder occurs on a weekend or national holiday, such action, notice or response shall not be required until the next succeeding business day.

**13.17 Time Is of the Essence.** Time is of the essence with respect to all terms, provisions, covenants and conditions contained in this Permit.

**13.18 Force Majeure.** “Force Majeure” means any event or condition which wholly or partially delays or prevents such Party from performing any of its obligations hereunder and is beyond the reasonable control of, and occurs without the fault or negligence of, the Party affected thereby including, without limitation, acts of God, acts of the public enemy, insurrections, riots, labor disputes, labor or material shortages, fires, explosions, floods, breakdowns of or damages to plants, equipment or facilities, interruptions to transportation, embargoes, or orders or acts of any court or government authority having jurisdiction or any military authority. If, as a result of Force Majeure, it becomes impossible or impractical for either Party to carry out its obligations hereunder (other than any obligation to pay money when due in accordance with the terms of this Permit) in whole or in part, then such obligations shall be suspended to the extent necessary by such Force Majeure during its continuance. The Party affected by such Force Majeure shall give prompt written notice to the other Party of the nature and probable duration of such Force Majeure, and of the extent of its effects on such Party’s performance hereunder. Each Party shall, in the event it experiences Force Majeure, use all commercially reasonable efforts to eliminate such Force Majeure and/or its effects on such Party’s performance hereunder insofar as is practicable and with all reasonable dispatch; provided, that neither Party shall be obligated to expend monies in order to eliminate Force Majeure and/or its effects, if in such Party’s sole judgment, such expenditures would be economically unjustifiable.

**13.19 Joint and Several Liability.** If Permittee is comprised of more than one person or entity, then each of such persons or entity shall be jointly and severally liable for the performance of Permittee’s obligations under this Permit, and for any default on the part of one or more of the persons or entities comprising Permittee.

**13.20 Intentionally deleted.**

**13.21 Transacting Business.** Neither Party shall transact any business or carry on any work or purchase any supplies or equipment in the name of the other Party.



13.22 **Additional Exhibits.** In addition to any other exhibits referenced by and incorporated into this Permit, the following exhibits are attached hereto and are incorporated herein: \_\_\_\_

13.23 **Several Liability.** If there is more than one Landowner, the liability of the Landowners under this Agreement is several and not joint and with respect to each Landowner is limited to the obligations of a Landowner for the portion of the Premises subject to this Permit that is owned/leased by such Landowner.

**EXHIBIT A**

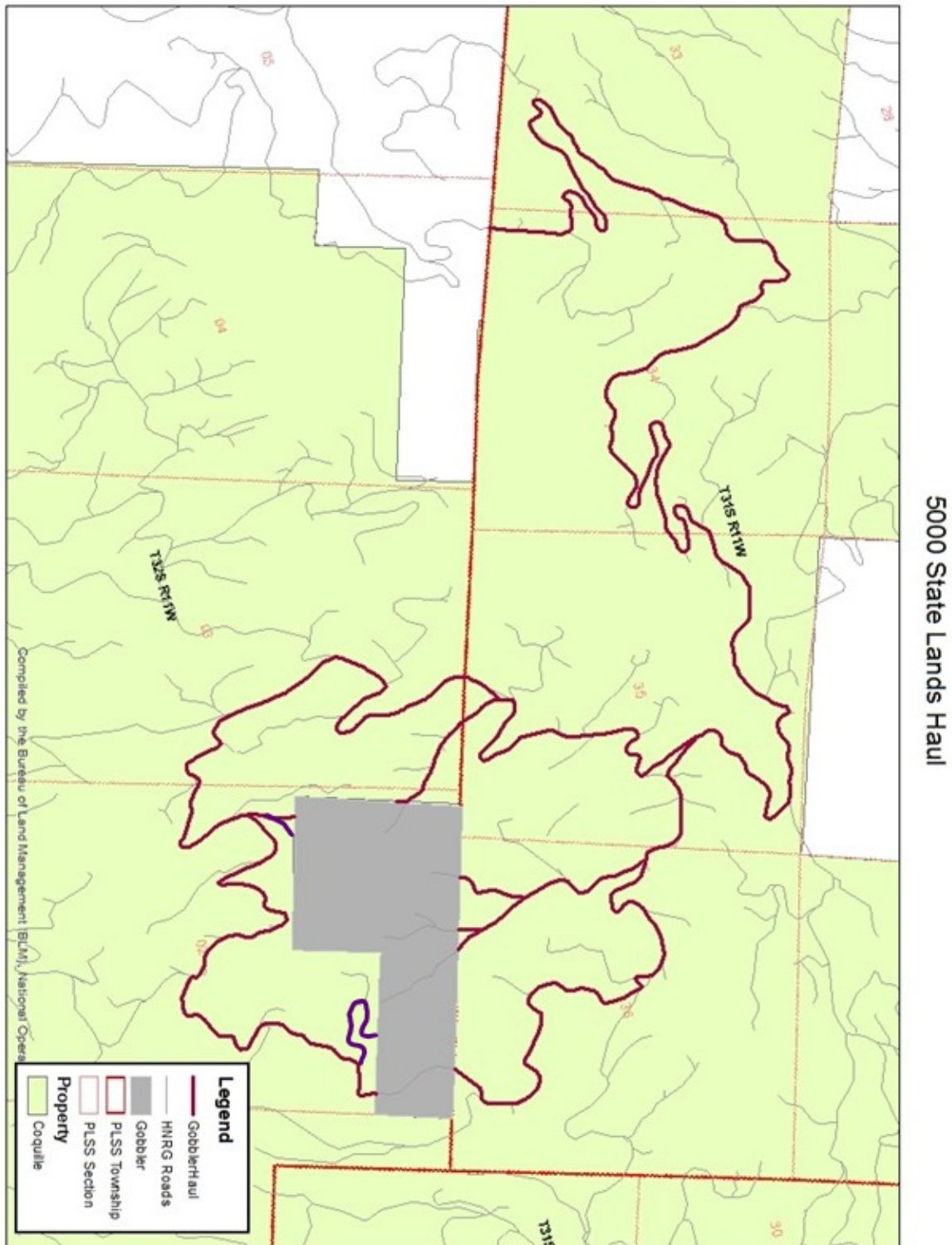
**Description of the Premises Owned by each Landowner**

<b>TREE FARM</b>	<b>LANDOWNER</b>	<b>COUNTY</b>	<b>STATE</b>
Coquille	Chinook Silva LLC	Coos	OR

**EXHIBIT B**

**Map of the Premises**

**See Attached**



## **EXHIBIT C**

### **Description of Permittee's Operations**

PERMITTEE may haul timber and rock on HFM managed road as indicated on the attached "Exhibit B".

- Right-of-way wood on Landowner property, requires inspection by HFM representative for appraisal, and compensation to be agreed upon and received prior to commencement of Permittee's operations.
- Anticipated haul: 1750 MBF
- No decking logs on HFM managed property without written consent from HFM representative.
- All loads will be secure on truck. If material should fall from truck onto haul road, it will be removed from the road or ditch immediately.
- PERMITTEE shall diligently adhere to legal weight limits for all trucks used to haul products.
- PERMITTEE will not operate during rain events that will cause a rise in visible turbidity beyond natural levels within adjacent water or that allows sediment to deliver to water or wetlands from hauling or other operations.
- PERMITTEE will assist LANDOWNER in the continuous monitoring of road performance by reporting situations where the permitted use roads appear to have deteriorated below Forest Practices Standards. The observed road deterioration and the location thereof shall be reported to the LANDOWNER's Forester at the earliest opportunity.
- PERMITTEE shall have fully stocked and well marked petroleum spill kits available and placed so that they are readily available for immediate action related to petroleum product releases into the environment.
- PERMITTEE may not conduct any equipment maintenance on LANDOWNER's property. Replenishing fuel and lubricants, changing tires and other routine maintenance is permitted. However, all residuals from such activity such as tires, lubricant and hand fluid containers shall be removed from LANDOWNER's property immediately after use. Equipment needing major repairs shall be removed from LANDOWNER property to complete the activity. Inactive, unlicensed or otherwise inoperable equipment must be removed from LANDOWNER's property immediately.
- PERMITTEE will not operate any wheeled or tracked vehicle off existing roads and will not use any ATVs or off-road vehicles of any type.

- Road Maintenance.++ In addition to specific requirements above, during the term hereof, Permittee shall maintain and leave the permit road(s) in equal or better condition than when hauling commenced hereunder. Acceptable road conditions include, but not limited to the following:
  - A. Road surfaces shall be smoothed and shaped. Surface repair must be made if necessary.
  - B. Culverts need to be open, free flowing, and in good working order. If they become damaged, they shall be cut back, repaired, or replaced. Outlets shall be open and free of debris so blockage will not occur. Culverts shall be staked and clearly identified.
  - C. Road maintenance activities shall minimize erosion and sediment delivery that impacts water quality. Such activities may include spreading an approved rock grade on road surfaces, or placement of hay bales in ditches. It is the responsibility of PERMITTEE to communicate and reinforce safe driving to all its employees, and contractors. These regulations are: drive on the right side of the road; be able to stop within half your sight distance; drive at a speed appropriate for the road conditions but in no case more than 25 mph, wear seat belts at all times and drive with lights on.
- For surfaced Roads, upon completion of any heavy hauling activity, but no later than twelve (12) months after such heavy hauling activity commenced, the affected Easement Areas shall be resurfaced at the rate of 35 cubic yards of surface rock that is equivalent or better than that existing on the Road for each mile of Road use per million board feet (1,000 MBF) of timber hauled or 7,500 tons of material hauled, such as minerals.++

PERMITTEE SHALL PAY TO LANDOWNER THE FOLLOWING AMOUNTS

Road Use Fee: \$2.00 \*MBF \* 8.65 Miles

Rock Replacement: \$0.90 § \*MBF\* 8.65 Miles++

Road Maintenance: \$1.22 §\* MBF\* 8.65 Miles++

*(Schedule C-1 Maintenance Non-BST Surfaced roads without surface replacement)*

For ease of tracking – an average haul route of 8.65 miles is assumed

§ Road Maintenance Fee Schedule for Calendar Years 2020-2022 or 2022-2024 depending upon timing of haul and if new figures are available.

++Landowner may grant Permittee option to perform in lieu of payment for Road Maintenance and Rock Replacements as at Landowner's discretion.

**EXHIBIT D****Insurance Requirements****(Form 1 – Broad Form)**

Before commencing Services, Contractor, at its sole cost and expense, shall carry and maintain continuously throughout the term of this Agreement, a policy of commercial general liability insurance insuring against the following in amounts as set forth below: operations and completed operations; independent contractors; blanket contractual liability (including liability assumed under the indemnification paragraph of this Agreement); explosion; collapse; and underground damage if blasting or excavation is to be done; and automobile liability insurance covering owned, hired and non-owned vehicles operating within an acceptable volume of fuel consumption, which is contained by a vehicle's internal fuel tank, and not more than 10 (ten) gallons of externally transported pollutants, "**Acceptable Pollutant Volume**". "**Pollutants**" are defined, including without limitation, diesel, gasoline, oil, chemicals, herbicides, and pesticides. If hauling more than 10 (ten) gallons of **Pollutants** and the **Acceptable Pollutant Volume**, the automobile liability insurance coverage must also include the "pollution from autos endorsement" (ISO Form CA 99 48).

**INSURANCE MINIMUM LIMITS****General Liability, Contractual and Completed Operations Coverage**

Bodily Injury - **\$1,000,000** each occurrence

**\$2,000,000** aggregate

Property Damage - **\$1,000,000** each occurrence

**\$2,000,000** aggregate

**Automobile Liability Coverage**

Combined Single Limits of **\$1,000,000**

**Broad Form B Logging Property Damage Coverage**

With Limits of Not Less Than

**\$1,000,000** each occurrence

All such policies of insurance shall name each of the Indemnified Parties as an "Additional Insured" (ISO Form 2026 1185 CG or equivalent) and contain a provision that the same shall not be canceled nor the coverage modified nor the limits changed without first giving at least thirty (30) days written notice thereof to Landowner. The aggregate insurance limits will be specific to this Agreement. The coverages will be primary, exclusive of any coverage carried by the Indemnified Parties, and will be exhausted first notwithstanding that the Indemnified Parties may have other valid and collectible insurance covering the same risk. Nothing herein contained will limit the Contractor's liability to the Indemnified Parties to the scope or the amount of the insurance coverage. Such policies of insurance shall be written by duly licensed insurance companies satisfactory to Landowner in Landowner's sole and absolute discretion and certificates of insurance evidencing the coverage required shall be provided to Landowner by personal delivery or mail, to the address set forth on the first page of this Agreement. All subcontractors

and owners of vehicles or other equipment used in connection with the performance of this Agreement or Contractor's operations must also meet the same insurance requirements provided in this Exhibit, and Contractor is responsible to ensure that these requirements are met. Contractor will provide Landowner with evidence of insurance indicating Contractor's compliance with these insurance requirements (Acord 25-S or in such other form as Landowner may deem acceptable), together with copies of all required endorsements shall be provided to Owner c/o Cheri Woodin Insurance NW PO Box 189, Saint Maries, ID 83861 or [insurancenw@hnrg.com](mailto:insurancenw@hnrg.com). In the event Contractor fails to provide Landowner with such evidence within five (5) business days after receiving such request, Landowner may immediately terminate this Agreement without further action.

Contractor shall also carry state or private industrial accident insurance covering Contractor and all its employees that must fully comply with State and Federal Employment and Workers' Compensation laws. Contractor's employer's liability insurance will cover Contractor and all of its employees and will have minimum limits of Five Hundred Thousand Dollars (\$500,000) per occurrence. The premiums, deductibles and other costs for all insurance required under this Agreement shall be the obligation of and paid for by Contractor and/or its subcontractors.



**EXHIBIT D****Insurance Requirements****(Form 2 – Limited Broad Form)**

Before commencing Services, Contractor, at its sole cost and expense, shall carry and maintain continuously throughout the term of this Agreement, a policy of commercial general liability insurance insuring against the following in amounts as set forth below: operations and completed operations; independent contractors; blanket contractual liability (including liability assumed under the indemnification paragraph of this Agreement); explosion; collapse; and underground damage if blasting or excavation is to be done; and automobile liability insurance covering owned, hired and non-owned vehicles operating within an acceptable volume of fuel consumption, which is contained by a vehicle's internal fuel tank, and not more than 10 (ten) gallons of externally transported pollutants, "**Acceptable Pollutant Volume**". "**Pollutants**" are defined, including without limitation, diesel, gasoline, oil, chemicals, herbicides, and pesticides. If hauling more than 10 (ten) gallons of **Pollutants** and the **Acceptable Pollutant Volume**, the automobile liability insurance coverage must also include the "pollution from autos endorsement" (ISO Form CA 99 48).

**INSURANCE MINIMUM LIMITS****General Liability, Contractual and Completed Operations Coverage**

Bodily Injury - **\$1,000,000** each occurrence

**\$2,000,000** aggregate

Property Damage - **\$1,000,000** each occurrence

**\$2,000,000** aggregate

**Automobile Liability Coverage**

Combined Single Limits of **\$1,000,000**

All such policies of insurance shall name each of the Indemnified Parties as an "Additional Insured" (ISO Form 2026 1185 CG or equivalent) and contain a provision that the same shall not be canceled nor the coverage modified nor the limits changed without first giving at least thirty (30) days written notice thereof to Landowner. The aggregate insurance limits will be specific to this Agreement. The coverages will be primary, exclusive of any coverage carried by the Indemnified Parties, and will be exhausted first notwithstanding that the Indemnified Parties may have other valid and collectible insurance covering the same risk. Nothing herein contained will limit the Contractor's liability to the Indemnified Parties to the scope or the amount of the insurance coverage. Such policies of insurance shall be written by duly licensed insurance companies satisfactory to Landowner in Landowner's sole and absolute discretion and certificates of insurance evidencing the coverage required shall be provided to Landowner by personal delivery or mail, to the address set forth on the first page of this Agreement. All subcontractors and owners of vehicles or other equipment used in connection with the performance of this Agreement or Contractor's operations must also meet the same insurance requirements provided in this Exhibit, and Contractor is responsible to ensure that these requirements are met. Contractor will provide Landowner with evidence of insurance indicating Contractor's compliance with these

20 – ACCESS PERMIT

7/24/18 (updated 2/13/20)

insurance requirements (Acord 25-S or in such other form as Landowner may deem acceptable), together with copies of all required endorsements shall be provided to Landowner c/o Cheri Woodin Insurance NW PO Box 189, Saint Maries, ID 83861 or [insurancenw@hnrq.com](mailto:insurancenw@hnrq.com).. In the event Contractor fails to provide Landowner with such evidence within five (5) business days after receiving such request, Landowner may immediately terminate this Agreement without further action.

Contractor shall also carry state or private industrial accident insurance covering Contractor and all its employees that must fully comply with State and Federal Employment and Workers' Compensation laws. Contractor's employer's liability insurance will cover Contractor and all of its employees and will have minimum limits of Five Hundred Thousand Dollars (\$500,000) per occurrence. The premiums, deductibles and other costs for all insurance required under this Agreement shall be the obligation of and paid for by Contractor and/or its subcontractors.

## **EXHIBIT D**

### **Insurance Requirements**

#### **(Form 3 – In-Holders’ Form)**

Before commencing Services, Contractor, at its sole cost and expense, shall carry and maintain continuously throughout the term of this Agreement, a policy of automobile liability insurance covering owned, hired and non-owned vehicles operating within an acceptable volume of fuel consumption, which is contained by a vehicle's internal fuel tank, and not more than 10 (ten) gallons of externally transported pollutants, "Acceptable Pollutant Volume". "Pollutants" are defined, including without limitation, diesel, gasoline, oil, chemicals, herbicides, and pesticides. If hauling more than 10 (ten) gallons of Pollutants and the Acceptable Pollutant Volume, the automobile liability insurance coverage must also include the “pollution from autos endorsement” (ISO Form CA 99 48).

### **INSURANCE MINIMUM LIMITS**

#### **For Vehicles with 12,000 lbs. or more gross vehicle weight**

##### **Automobile Liability Coverage**

Bodily Injury – **\$500,000** per person and **\$1,000,000** per accident

Property Damage – **\$500,000** each occurrence

Or Combined Single Limits of **\$1,000,000**

#### **For Vehicles with less 12,000 lbs. gross vehicle weight**

##### **Automobile Liability Coverage**

Combined Single Limits of **\$1,000,000**

All such policies of insurance shall name each of the Indemnified Parties as an “Additional Insured” (ISO Form 2026 1185 CG or equivalent) and contain a provision that the same shall not be canceled nor the coverage modified nor the limits changed without first giving at least thirty (30) days written notice thereof to Landowner. The aggregate insurance limits will be specific to this Agreement. The coverages will be primary, exclusive of any coverage carried by the Indemnified Parties, and will be exhausted first notwithstanding that the Indemnified Parties may have other valid and collectible insurance covering the same risk. Nothing herein contained will limit the Contractor’s liability to the Indemnified Parties to the scope or the amount of the insurance coverage. Such policies of insurance shall be written by duly licensed insurance companies satisfactory to Landowner in Landowner’s sole and absolute discretion and certificates of insurance evidencing the coverage required shall be provided to Landowner by personal delivery or mail, to the address set forth on the first page of this Agreement. All subcontractors and owners of vehicles or other equipment used in connection with the performance of this Agreement or Contractor’s operations must also meet the same insurance requirements provided in this Exhibit, and Contractor is responsible to ensure that these requirements are met. Contractor will provide Landowner with evidence of insurance indicating Contractor’s compliance with these insurance requirements (Acord 25-S or in such other form as Landowner may deem acceptable),

together with copies of all required endorsements shall be provided to Landowner c/o Cheri Woodin Insurance NW PO Box 189, Saint Maries, ID 83861 or [insurancenw@hnrg.com](mailto:insurancenw@hnrg.com). In the event Contractor fails to provide Landowner with such evidence within five (5) business days after receiving such request, Landowner may immediately terminate this Agreement without further action.

Contractor shall also carry state or private industrial accident insurance covering Contractor and all its employees that must fully comply with State and Federal Employment and Workers' Compensation laws. Contractor's employer's liability insurance will cover Contractor and all of its employees and will have minimum limits of Five Hundred Thousand Dollars (\$500,000) per occurrence. The premiums, deductibles and other costs for all insurance required under this Agreement shall be the obligation of and paid for by Contractor and/or its subcontractors.

## **EXHIBIT D**

### **Insurance Requirements**

#### **(Form 4 – Self-Insured)**

Before commencing Services, Contractor shall have the option of either providing its own coverage for the risks covered by the policies of insurance described in this Exhibit, or carrying and maintaining, at its sole cost and expense, continuously throughout the term of this Agreement, a policy of (i) commercial general liability insurance insuring against the following in amounts as set forth below: operations and completed operations; independent contractors; blanket contractual liability (including liability assumed under the indemnification paragraph of this Agreement); explosion; collapse; and underground damage if blasting or excavation is to be done; and (ii) automobile liability insurance covering owned, hired and non-owned vehicles operating within an acceptable volume of fuel consumption, which is contained by a vehicle's internal fuel tank, and not more than 10 (ten) gallons of externally transported pollutants, "Acceptable Pollutant Volume". "Pollutants" are defined, including without limitation, diesel, gasoline, oil, chemicals, herbicides, and pesticides. If hauling more than 10 (ten) gallons of Pollutants and the Acceptable Pollutant Volume, the automobile liability insurance coverage must also include the "pollution from autos endorsement" (ISO Form CA 99 48). If Contractor elects to self-insure the risks covered by the policies described in this Exhibit, Contractor represents and warrants to the Indemnified Parties that at all times during the term of this Agreement, Contractor shall maintain cash reserves sufficient to pay to the coverages set forth in this Exhibit.

### **INSURANCE MINIMUM LIMITS**

#### **General Liability, Contractual and Completed Operations Coverage**

Bodily Injury - **\$1,000,000** each occurrence

**\$2,000,000** aggregate

Property Damage - **\$1,000,000** each occurrence

**\$2,000,000** aggregate

#### **Automobile Liability Coverage**

Combined Single Limits of **\$1,000,000**

#### **Broad Form B Logging Property Damage Coverage**

With Limits of Not Less Than

**\$1,000,000** each occurrence

All subcontractors of Contractor and owners of vehicles or other equipment used in connection with the performance of this Agreement or Contractor's operations shall maintain the policies of insurance provided for in this Exhibit; no such third shall be allowed to self-insure or provide its own coverage for the risks covered by the policies described in this Exhibit; and Contractor is responsible to ensure that these requirements are met and that such policies are in force. All such policies of insurance shall name each of the Indemnified Parties as an "Additional Insured" (ISO Form 2026 1185 CG or equivalent) and contain a provision that the same shall not be canceled nor the coverage modified nor the limits changed without first giving at least thirty (30) days written

notice thereof to Landowner. The aggregate insurance limits will be specific to this Agreement. The coverages will be primary, exclusive of any coverage carried by the Indemnified Parties, and will be exhausted first notwithstanding that the Indemnified Parties may have other valid and collectible insurance covering the same risk. Nothing herein contained will limit the Contractor's liability to the Indemnified Parties to the scope or the amount of the insurance coverage. Such policies of insurance shall be written by duly licensed insurance companies satisfactory to Landowner in Landowner's sole and absolute discretion and certificates of insurance evidencing the coverage required shall be provided to Landowner c/o Cheri Woodin Insurance NW PO Box 189, Saint Maries, ID 83861 or [insurancenw@hnrq.com](mailto:insurancenw@hnrq.com).. At Landowner's request, Contractor will provide Landowner with evidence of such compliance. In the event Contractor fails to provide Landowner with such evidence within five (5) business days after receiving such request, Landowner may immediately terminate this Agreement without further action.

Contractor shall also carry state or private industrial accident insurance covering Contractor and all its employees that must fully comply with State and Federal Employment and Workers' Compensation laws. Contractor's employer's liability insurance will cover Contractor and all of its employees and will have minimum limits of Five Hundred Thousand Dollars (\$500,000) per occurrence. The premiums, deductibles and other costs for all insurance required under this Agreement shall be the obligation of and paid for by Contractor and/or its subcontractors.

## EXHIBIT D

### Insurance Requirements

#### **(Form 5 – Sole Proprietor)**

Contractor shall carry and maintain, at its sole cost and expense, continuously throughout the Term of this Agreement, a policy of (i) commercial general liability insurance insuring against the following in amounts as set forth below: operations and completed operations; independent contractors; blanket contractual liability (including liability assumed under the indemnification paragraph of this Amendment); explosion, collapse, and underground damage if blasting or excavation is to be done; and (ii) (check one) \_\_\_ personal automobile liability insurance covering the scheduled vehicles listed in attached Schedule 1 (excluding the “pollution from autos endorsement”) or \_\_\_ commercial automobile liability insurance covering any autos (including the “pollution from autos endorsement,” ISO Form CA 99 48).

#### INSURANCE MINIMUM LIMITS

##### **Commercial General Liability Coverage**

Bodily Injury - \$1,000,000 each occurrence

\$2,000,000 aggregate

Property Damage - \$1,000,000 each occurrence

\$2,000,000 aggregate

##### **Automobile Liability Coverage**

Combined Single Limits of \$1,000,000

***[Please include only if determined by Region Manager and/or Insurance Administrator:***

##### **Umbrella/Excess Insurance Coverage**

Minimum limits of \$1,000,000 in excess of the Commercial General Liability and Automobile Liability policies’ limits.]

Contractor represents and warrants that it is exempt under applicable state and federal Employment and Workers’ Compensation laws and that it will only use the vehicles listed in attached Schedule 1 (if applicable) in connection with its Operations under this Agreement. If any vehicles are added or removed from Contractor’s automobile insurance coverage, Contractor shall notify Landowner in writing within thirty (30) days of such event.

At such time as Contractor is no longer exempt under the applicable state and federal Employment and Workers’ Compensation laws, Contractor shall also carry (i) state or private industrial accident insurance covering Contractor and all its employees that must fully comply with state and federal Employment and Workers’ Compensation laws and (ii) employer’s liability insurance covering Contractor and all of its employees with minimum limits of Five Hundred Thousand Dollars (\$500,000) per occurrence.

Contractor's Responsible Parties and owners of vehicles or other equipment used in connection with this Agreement or Contractor's operations shall maintain the policies of insurance provided for in this Exhibit; no such third shall be allowed to self-insure or provide its own coverage for the risks covered by the policies described in this Exhibit; and Contractor is responsible to ensure that these requirements are met and that such policies are in force. All such policies of insurance shall be on an occurrence basis, shall name each of the Indemnified Parties as an "Additional Insured" (ISO Form 2026 1185 CG or equivalent) and shall contain a provision that the same shall not be canceled nor the coverage modified nor the limits changed without first giving at least thirty (30) days written notice thereof to Landowner. The aggregate insurance limits will be specific to this Exhibit. The coverages will be primary, exclusive of any coverage carried by the Indemnified Parties, and will be exhausted first notwithstanding that the Indemnified Parties may have other valid and collectible insurance covering the same risk. Nothing herein contained will limit Contractor's liability to the Indemnified Parties to the scope or the amount of the insurance coverage. Such policies of insurance shall be written by duly licensed insurance companies satisfactory to Landowner in Landowner's sole and absolute discretion and prior to the Commencement Date, certificates of insurance evidencing the coverage required with all required endorsements attached thereto shall be provided to Landowner c/o Cheri Woodin Insurance NW PO Box 189, Saint Maries, ID 83861 or [insurancenw@hnrg.com](mailto:insurancenw@hnrg.com). The premiums, deductibles and other costs for all insurance required under this Exhibit shall be the obligation of and paid for by Contractor.

### **Schedule 1**

#### **Scheduled Automobiles**

<b>Registered Owner</b>	<b>Registration Number</b>	<b>Make</b>	<b>Model</b>	<b>Year</b>	<b>License Plate Number</b>	<b>Vin Number</b>



## EXHIBIT E

### Safety Requirements

Safety is a top priority and an integral part of how Hancock Forest Management, Inc. (“**HFM**”) conducts its business and manages its timber properties. You, your company, and any sub contractors hired by you to perform work under this agreement (collectively, “**Contractor**”) are expected to uphold the safety requirements set forth in this Exhibit. HFM reserves the right to terminate your contract if you fail to maintain safe operations or provide any required notification to HFM. As part of your contract, Contractor expressly agrees to:

- 1) Strictly comply with all of the duties and responsibilities required under all applicable federal, state, and local health and safety laws and regulations (the “**Applicable Laws**”), including, without limitation, all regulations promulgated by the Occupational Safety and Health Administration;
- 2) Wear high visibility upper garment clothing and a high visibility hard hat at all times while not inside a vehicle or equipment. PPE is required to be in good condition;
- 3) Ensure all Contractor employees, subcontractors, and other persons working under Contractor’s control within the contract area (“**Contractor’s Responsible Parties**”) to ensure that all such persons are complying with the Applicable Laws as well as any of HFM’s written policies relating to occupational health and safety (the “**Rules**”);
- 4) Establish and maintain an appropriate safety program (the “**Safety Program**”) that will ensure that Contractor’s Responsible Parties are complying with the Applicable Laws and the Rules;
- 5) Inspect the contract area and related grounds, excavations, tools, equipment, machinery and work methods and practices used in the contract area, at intervals that will prevent the development of unsafe working conditions;
- 6) Conduct workplace assessments to ensure that Contractor’s and Contractor’s Responsible Parties’ equipment, supplies, facilities, first aid attendants and services are adequate and appropriate under the circumstances and ensure that a system or process is in place to establish and maintain the first aid equipment, supplies, facilities, first aid attendants and services as required under the Applicable Laws, the Rules, and the Safety Program;
- 7) Appoint and train one of its employees in basic first aid and CPR who shall be responsible for knowing who to contact in the event of an emergency or accident and the location of Contractor’s first aid equipment on the contract area (the “**Safety Coordinator**”);
- 8) Provide HFM on an annual basis with a report prepared by a qualified third party (the “**Safety Expert**”) in a form reasonably acceptable to HFM, regarding Contractor’s and Contractor’s Responsible Parties’ compliance or non-compliance with the Applicable Laws, the Rules, and the Safety Program for the preceding period. Promptly implement all safety

recommendations recommended by the Safety Expert. (Section 8 is only applicable to logging, road construction, and road maintenance contractors);

- 9) Provide HFM on an annual basis a completed HFM Incident Statistics Report Form;
- 10) Promptly notify HFM of any inspection or investigation by any governmental authority relating to an issue regarding non-compliance with an Applicable Law;
- 11) Promptly notify HFM immediately if an accident occurs and provide a written report within 24 hours of the accident;
- 12) Prohibit any of Contractor's Responsible Parties from using or being under the influence of alcohol, non-prescription drugs, narcotics, or hallucinogens while they are attending an official meeting hosted by HFM or while they are on the contract area adjacent property managed by HFM, regardless of whether they are performing services or working on the contract area;
- 13) Deliver to HFM upon HFM's request:
  - a. a copy of the Safety Plan, and
  - b. the name of the Safety Coordinator;
- 14) Proactively communicate with other contractors working within the contract area or the Managed Land in connection with safety matters or abiding by the Rules;
- 15) Provide all proper training (including hazard communication training) to Contractor's Responsible Parties together and provide personal protective equipment necessary for Contractor's Responsible Parties to perform their duties in a safe and efficient manner;
- 16) Abide by HFM's road use rules:
  - a. Turn on headlights at all times while traveling on HFM managed land
  - b. Strictly observe all posted speed limits and if no speed limit is posted, never travel at a speed greater than 30 MPH on straight-aways and 15 MPH on curves
  - c. Drive safely at all times, stay to the right and be able to stop within half of the sight distance;
- 17) Never obstruct any roads or gates, whether open or closed, making them impassable to vehicular traffic unless authorization is given to do so;
- 18) Maintain all vehicular equipment in good and safe operating condition;
- 19) Adhere to the safety standards rules that are applicable to public roads, even though the roads on the Managed Land are private;
- 20) Understand and consider that there are commercial and recreational users on the Managed Land and that not all such users may have permits or may be familiar with road usage associated with commercial forestry activities;

- 21)** Notify HFM immediately of any unsafe working condition at the job site, and not require Contractor's Responsible Parties to continue to work in any unsafe area until such condition is corrected or otherwise ceases to exist.

**EXHIBIT F**

**Contract Specifications**

**As per HFM Representative**

## **EXHIBIT G**

### **Inadvertent Discovery Plan (IDP)**

#### **for Hancock Forest Management (HFM) Southern Oregon Forests within Coos, Curry, Josephine, and Douglas Counties of Oregon**

#### **14. (A) PROCEDURES IN THE EVENT OF A DISCOVERY OF CULTURAL AND HISTORIC SITES**

In the event that cultural or historic sites are discovered during logging, construction, maintenance, or other operations, the following procedures are to be followed to ensure compliance :

1. If a member of the HFM work force or contractor believes that he/she has encountered a cultural or historic site, he/she is authorized under this IDP to halt the work that uncovered the find and to report the find promptly to the Contract Administrator. Examples of archaeological resources that may be encountered include (but are not limited to) features such as groups of culturally modified trees (e.g., peeled cedars or fir trees; blazed trees), remains of berry harvesting and processing areas, rock shelters, logging camps and activity areas, Civilian Conservation Corps camps, and homestead remains; and artifacts such as arrowheads, concentrations of small flakes, other stone tools, glass trade beads, and historic-period dumps of glass, metal, and/or ceramic objects.
2. The Contract Administrator will be responsible for stopping work in the immediate vicinity of the find and contacting the State Historic Preservation Office (SHPO) to assess the find (see Attachments A- Contacts).
3. Prior to and during the investigation, the Contract Administrator will take appropriate steps to protect the find by installing a barrier around the discovery site and prohibiting machinery, other vehicles, and unauthorized individuals from disturbing the find. If the SHPO archaeologist determines that the find is a cultural or historic site, they will assist HFM to protect and preserve the site. Investigations may include limited subsurface shovel probes to determine the horizontal and vertical dimensions of the resource, as appropriate. No surface or subsurface artifacts will be collected or removed without consultation, and may require an Oregon State archaeological excavation permit.
4. The SHPO archaeologist, in consultation with HFM, and as appropriate Oregon Department of Forestry (ODF), will determine an appropriate buffer zone around the find, outside of which work may resume once consultation is completed.
5. The investigating archaeologist may prepare a brief report describing the find and any recommended avoidance or mitigation measures. The report will follow Oregon State guidelines for recording archaeological resources and will be submitted to the proper authorities by HFM, prior to any ground disturbance near the site.

#### **15. (B) PROCEDURES IN THE EVENT OF A DISCOVERY OF HUMAN REMAINS**

In the event that human remains are discovered during construction, maintenance, or other operations on HFM Forests, the following procedures are to be followed to ensure compliance:

1. If a member of the HFM work force or contractor believes that he/she has encountered human skeletal remains, he/she is authorized under this IDP to immediately stop work and inform the Contract Administrator. The Contract Administrator will be responsible for stopping all excavation work adjacent to the discovery and installing a barrier large enough to provide for the security and integrity of the remains.
2. The Contract Administrator will promptly contact the appropriate County Sheriff's office or State Police (see Attachment A – Contacts).
3. County authorities will either assume jurisdiction over the human skeletal remains or consult with State or Federal authorities to determine the controlling jurisdiction. The controlling authorities will establish an appropriate buffer zone around the discovery site within which no work may proceed while investigations continue. Once investigations are complete, authorities, in consultation with HFM, will determine an appropriate permanent buffer zone (if needed) around the discovery site.
4. If the human remains are Native American, all subsequent proceedings, including any visits to the discovery site by affected tribes will be treated with dignity and respect by all employees and contractors.
5. Operations activities will not resume within the established buffer zone of the discovery site until authorized disposition of the human remains has been completed and HFM has received permission from the appropriate authority to resume work in the buffer zone.

## **Attachment A - Contacts**

### State Historic Preservation Office

725 Summer Street, NE, Suite C  
Salem, OR 97301  
Phone: (503) 986-0690

### Oregon State Police

228 North Holly Street  
Medford, OR 97501  
(541) 776-7171

### Douglas County Sheriff's Office

1036 SE. Douglas Avenue  
Roseburg, OR 97470  
Phone: (541) 440-4470

### Josephine County Sheriff's Office

1901 NE. F Street  
Grants Pass, OR 97526  
Phone: (541) 474-5123 #3

### Coos County Sheriff's Office

250 N Baxter St,  
Coquille, OR 97423  
541-396-7800

### Curry County Sheriff's Office

94235 Moore St, Suite 311

33 – ACCESS PERMIT

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Gold Beach, OR 97444  
541-247-3242