

State of Idaho
Department of Lands
Road Use Permit

Permit No. RU400023

Permission is hereby granted to the U.S. Army Corps of Engineers, Dworshak Project, P.O. Box 48, hereinafter "Permittee", P.O. Box 48, Ahsahka, Idaho 83520, and its designees or assigns for use of designated roads as indicated on the legal description below and the attached map, **EXHIBIT A**, for hauling timber and moving associated logging equipment.

County of Clearwater, State of Idaho

Boise Meridian

<u>Subdivision</u>	<u>Section</u>	<u>Township</u>	<u>Range</u>	<u>Endowment</u>	<u>Acres</u>
Pts. NE, Pts. N2SE, Pts SWSE	35	38N	2E	NS	13.30
Pts. NWNW	36	38N	2E	PS	1.60

This permit is subject to the following terms and conditions:

1. This authorization is effective upon signature by the Idaho Department of Lands, hereinafter "IDL" through its Area Manager, hereinafter "Area Manager", and upon payment of the required fees by the Permittee.
2. This permit is granted in consideration of the receipt of five hundred dollars (\$500.00) administrative fee.
3. The Permittee hereby agrees to bear any and all costs and liability of any kind related to the exercise of its rights under this permit to the extent it may legally do so under the Federal Tort Claims Act (28 U.S.C. Section 2671, et. Seq.) or any other Act wherein Congress has specifically waived the sovereign immunity of the United States.
4. It is the Permittee's intention to contract with a third party (designee) for necessary road construction and the sale and harvesting of government forest products. As a part of that third party contract, the Permittee shall require any designee to provide financial assurances in the form of a performance deposit or bid. Any third party contract will reference and be subject to the terms and conditions of this permit.
5. This permit may be cancelled after written notice to the Permittee of non-compliance with the terms herein and failure of the Permittee to correct noted non-compliance.
6. This permit is non-exclusive to the Permittee. IDL reserves the right to use the roads.
7. The Permittee shall exercise every reasonable effort to protect the timber, forage and watershed resources.
8. Damage to culverts, fences, cattle guards, gates, and other improvements will be repaired immediately by the Permittee. Repairs shall be made to the previous conditions as determined by IDL or IDL will hire the work done at the Permittee's expense.

9. The Permittee will comply with all federal, state, and local laws and with all rules and regulations of the State Board of Land Commissioners pertaining to forest, fire and watershed protection.
10. The Permittee will be required to maintain and leave the permitted area in a clean and tidy condition
11. It is understood and agreed that the Permittee shall take measures to control noxious weeds within the permitted area in accordance with Idaho Code. The Permittee shall cooperate with IDL or other agency authorized to undertake programs for control or eradication of noxious weeds. Failure to comply would be justification for IDL to terminate the permit.
12. IDL hereby reserves right of ingress and egress on such roads for the purpose of management and removal of resources from other state lands, so long as the exercise of such reserved rights does not materially interfere with operations of the Permittee under this permit.
13. No portion of IDL property may be occupied by the Permittee or his agent for other uses (ie: camp sites, fuel drops, vehicle storage, or log storage) without written permission by the Area Manager.
14. Snow plowing will require prior written authorization. Additional snow removal guidelines will be provided if permission is requested by the Permittee.
15. The Permittee or its designee shall not engage in any additional construction, reconstruction, alteration, demolition, or ground disturbing activities on IDL property without written permission of the Area Manager beyond necessary road repair on RD 1930 and RD 1938 and designated road construction of 1.52 and .55 miles as shown on Appendix A. Any upgrade, repair or new construction will comply with the terms described in paragraphs 17-18 below.
16. New construction shall follow the flagged centerline and shall be restricted to a 14-foot roadbed with ditches as needed. The road bed will be constructed with soil free of slash, logs, stumps, or other debris. Cut slopes will be at 1:1 slope ratio and fill slopes at 1.5:1 slope ratio. If side slopes exceed 60%, full-bench construction is required.
17. All newly constructed roads and right-of-way will have permanent rolling dips installed at a maximum spacing of 300 feet; or as directed by the IDL (Forester-in-charge). Rolling dips will tie to the cut slope; and extend to the outside edge of the road. Use of natural grade breaks such as draws and ridges will also be acceptable. Newly constructed and existing structures (rolling dips) will be passable by a loaded log truck and be maintained throughout the life of the permit.
18. All merchantable timber harvested on IDL land shall be decked separately by Permittee's designee and will be sold and removed by the IDL. Merchantability specifications will be provided to the Permittee or Permittee's designee prior to commencement of harvesting activity associated with road construction.
19. All un-merchantable debris shall be excavator piled by Permittee's designee at the toe of the fill slope or in slash piles during harvesting activity associated with road construction.
20. The Permittee shall be financially responsible for disposal of slash piles and debris and burning of such piles and debris will be directed through the Clearwater Potlatch Timber Protection Association.
21. The Permittee shall maintain all existing culvert catch basins in a clean and functioning condition throughout the term of the permit.

22. Log hauling and road use will only occur when conditions are dry enough to prevent damage to the roads.
23. The Permittee or its designee shall apply a State-approved grass seed mixture to the native surface IDL roads after the completion of log hauling.
24. Prior to commencement of operations, a pre-work meeting will be held at a pre-determined location with the Permittee, Permittee's designee, and IDL representatives to discuss terms of the permit.
25. The Permittee shall require its designee to obtain and retain in force for the duration of this permit a Commercial General Liability Insurance policy, and an Automobile Liability Insurance policy covering owned, non-owned and hired autos. Said policies shall be written by an insurance company authorized to do business in the State of Idaho. The general liability policy shall be endorsed to include the Department, its agents, officials, employees and the State of Idaho as additional insureds and shall stipulate that the insurance afforded by the Permittee's designee shall be primary insurance. The insurance policies shall protect the Permittee and IDL from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, including damages caused by fire from equipment, which may arise from operations under this permit whether such operations be by the Permittee, his employees, contractors, subcontractors, agents, or guests. Each policy shall provide for a limit not less than \$1,000,000 combined single limit per occurrence and not less than \$2,000,000 in the aggregate. Said policies shall bear an endorsement requiring the insurer to give 30 days' written notice to the State prior to expiration, material change, or cancellation of said policies.
26. The Permittee shall require its designee to carry Workers' Compensation Insurance as required by Idaho Code covering employees of the Permittee's designee. Said policy shall bear an endorsement requiring the insurer to give 30 days' written notice to the State prior to expiration, material change, or cancellation of said policy.
27. Upon execution of this road use permit the Permittee or its designee shall furnish a copy of insurance policies and insurance certificates showing proof of current coverage to the State. All insurance policies and certificates must be signed copies. The Permittee's designee will keep in force all required insurance until termination of this permit.

This permit shall expire on June 30, 2016, but may be extended for an additional period upon request of the Permittee and the discretion of the Area Manager. The permit will be subject to such terms and conditions as may be required by the Area Manager.

Issued this _____.

Permittee

Jay L. Sila – Clearwater Area Manager
Idaho Department of Lands

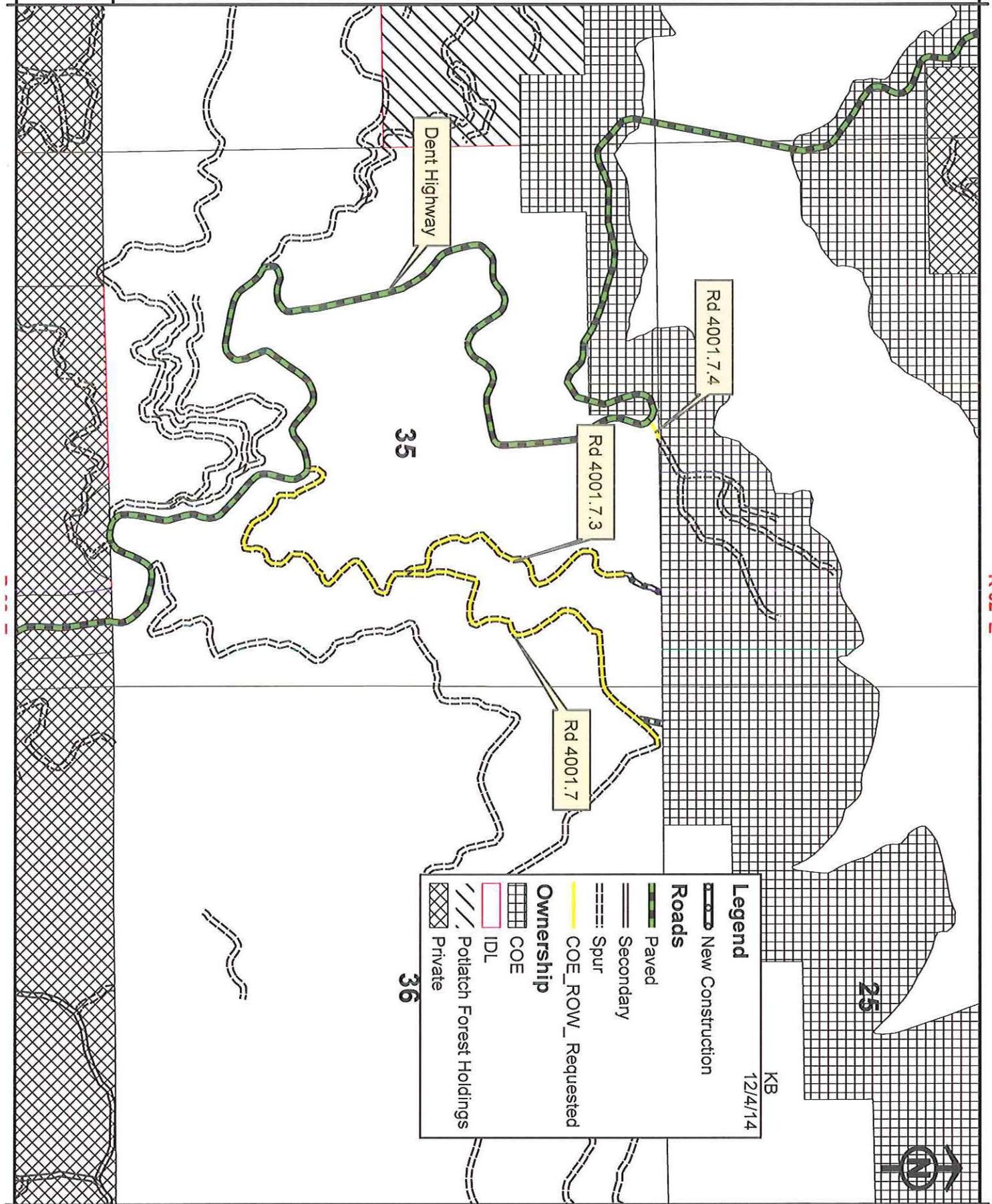
Title

Date

T 37 N

T 38 N

R 02 E



Dent Highway

Rd 4001.7.4

Rd 4001.7.3

Rd 4001.7

35

25

36

KB

12/4/14

Legend

- New Construction
- Paved
- Secondary
- Spur
- COE_ROW_Requested

Roads

- New Construction
- Paved
- Secondary
- Spur
- COE_ROW_Requested

Ownership

- COE
- IDL
- Private

Potlatch Forest Holdings

