

ROAD-HELIPORT USE PERMIT

CL2022-1100-1494

This Road Use Permit (this "**Permit**"), dated as of April 13, 2022 the "**Effective Date**", is made by and between **WEYERHAEUSER TIMBER HOLDINGS, INC.**, a Delaware corporation ("**Weyerhaeuser**") with an address of 34904 Brewster Road, Lebanon OR 97355 and Clackamas County ("**Permittee**"), with an address of 150 Beaver Creek Road, Oregon City, OR 97045

- 1. ROAD USE PERMIT AREA & PERMITTED USES.** Weyerhaeuser grants to Permittee and the Permitted Users the non-exclusive right to enter and be upon those Weyerhaeuser roads located in Section 10, Township 3 South, Range 4 East, of Clackamas County, Oregon, which are identified on the map attached as Exhibit A (each a "**Heliport**") for the limited purpose of allowing Permittee and Permitted Users the right to use the two heliports for logging landings. No more than 50 MBF will be decked on designated heliports.

Permittee shall keep Weyerhaeuser informed of the identities of all Contractors that use the Permit Roads under the terms of this Permit. Other than use by Contractors, this Permit does not include any rights of third-party road use. This Permit confers no right of access for any reason to any Weyerhaeuser or other property other than the Permit Roads. The permission granted to Permittee in this Permit is limited to the Permit Roads. Weyerhaeuser makes no representation or warranty as to its ownership rights in the Permit Roads. All requirements in this Permit shall apply to Contractors, and Permittee shall be responsible for adherence to the terms of this Permit by all Contractors.

- 2. TERM.** This Permit shall expire on April 30, 2022, unless terminated earlier under this section.

This permit may be terminated for any or no reason by either Weyerhaeuser or Permittee giving one (1) day written notice to the other of such termination, provided that should Permittee breach any provision in this Permit, Weyerhaeuser may suspend and/or terminate the Permit immediately upon notice to Permittee. Should Weyerhaeuser terminate the Permit before its stated expiration date, Weyerhaeuser will refund a prorated portion of the fees paid, unless the termination was for breach of a Permit provision, in which case no fee refund will be made.

- 3. PERMIT FEES.** On or prior to the Effective Date, Permittee shall pay a fee of \$0 for the use of the Permit Roads during the term of this Permit.
- 4. INSURANCE.** Before entering using a Permit Road under this Permit, Permittee shall obtain and maintain in full force and effect during the term of this Permit, at Permittee's sole expense, the following insurance coverages:

- a) If, under this Permit, Permittee will operate equipment not licensed for use on public highways, the minimum coverages and limits will be: Comprehensive or Commercial General Liability (occurrence form), covering bodily injury and property damage liability, including contractual, products, completed operations, broad form property damage, and

independent operator/contractors, with minimum limits of at least \$5,000,000 per occurrence and \$5,000,000 general aggregate. Weyerhaeuser Company, Weyerhaeuser Timber Holdings, Inc. and each of their respective subsidiaries and affiliates shall be designated as Additional Insureds and evidenced by copy of the Additional Insured Endorsement attached to the Certificate of Insurance." The endorsement may be specific to this Permit (CG 20 10, 0704, or equivalent) or may be a Blanket Additional Insured Endorsement applicable to all agreements entered into by Permittee, again equivalent to the CG 20 10 07 04. Permittee's insurance or self-insurance shall be primary and Weyerhaeuser's insurance or self-insurance is excess over other available coverage.

b) If, under this Permit, Permittee will operate equipment which is licensed for use on public highways, the minimum coverages and limits will be: Comprehensive Automobile Liability covering owned, hired, and non-owned vehicles with minimum limits of: (a) For heavy vehicles, equal to or more than 12,000 pounds (gross vehicle weight): combined single limit of \$1,000,000; or (b) For light vehicles, less than 12,000 pounds (gross vehicle weight): combined single limit of \$300,000.

On or before entering Weyerhaeuser property in connection with this Permit, Permittee shall furnish Weyerhaeuser with a Certificate of Insurance evidencing compliance herewith. Permittee shall give Weyerhaeuser at least thirty (30) days written notice prior to cancellation of said coverage, either in whole or in part, and the failure of Permittee to give said notice as required shall be considered a breach of this Permit by Permittee. Permittee shall ensure that all Contractors' insurance coverages and endorsements consistent with the above. Insurance companies providing coverage for Permittee and subcontractors shall have a Best's rating of no less than A- VII. Permittee's and Contractor's insurance companies shall waive right of subrogation against Weyerhaeuser and its subsidiaries and affiliates. All insurance or self-insurance of Weyerhaeuser and its subsidiaries and affiliates shall be excess of any insurance provided by Permittee or its Contractors.

5. **COMPLIANCE WITH ALL LAWS.** Permittee shall comply with all applicable federal, state, and local laws and regulations in connection with the activities under this Permit, including without limitation those pertaining to fire prevention and suppression, safety, water quality, other environmental resources, and endangered species.
6. **SUSPENSION OF USE.** Permittee agrees to immediately suspend use of the Permit Roads: (a) from time to time whenever Permittee observes conditions under which use of the Permit Roads would result in damage thereto; or (b) Permittee is requested by Weyerhaeuser to do so based on either the potential for damage to Permit Roads or danger of wildfire, which requests may be made from time to time in Weyerhaeuser's sole discretion
7. **SAFETY.** Permittee shall comply with the safety rules listed below:
 - a. Maximum speed is 25 mile-per-hour on all primary roads or as otherwise posted. Individual road conditions, weather, and limited visibility will require slower speeds.

- b. All vehicle occupants must wear seat belts on Weyerhaeuser roads.
- c. Drive with lights "on."
- d. Drive on the right.
- e. Be prepared to stop in no more than half your sight distance.
- f. Do not block roads or otherwise interfere with forestry operations.
- g. Take all reasonable precaution to prevent unauthorized persons from using the Permit Road(s) and from entering Weyerhaeuser or other lands by means of the Permit Road(s).
- h. Keep the Permit Road(s) open and not obstruct them at any time without Weyerhaeuser 's prior written permission.
- i. Strictly comply with all additional safety rules and road use regulations provided to Permittee by Weyerhaeuser, which safety rules may be revised from time to time at the sole discretion of Weyerhaeuser.
- j. Suspend use of the Permit Road(s) whenever the use, due to weather conditions, will cause excessive damage to the Permit Road(s).
- k. After passing through, leave all gates in open or closed position as found prior to passing through, unless otherwise instructed by Weyerhaeuser to follow a different local gate policy.

8. ROAD MAINTENANCE .

Permittee shall maintain and leave the Permit Road(s) at in the same condition as on the day this Permit is entered into or better. If any portions of the Permit Roads are maintained by a third party, Permittee shall pay to the maintaining party Permittee's equitable share of the cost of such maintenance, to be agreed upon by the parties concerned. Acceptable road conditions for maintenance performed by the Permittee or a Third Party include the following:

- a. Culverts need to be open, free flowing, and in good working order. If they become damaged, they shall be cut back, repaired, or replaced.
- b. Cutbanks shall be clean and free of debris to prevent debris from entering and blocking the ditch.
- c. Ditches shall be free of all debris, well defined, and in good working order. They need to be able to accept and transport water to the nearest culvert or outlet and shall be cleaned if not functional.
- d. Road surfaces shall be smoothed and shaped. Surface repair must be made if necessary.
- e. 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, water barring road, or placement of hay bales in ditches.

All road maintenance work performed by Permittee will be done in a manner that is consistent with the applicable requirements of the Sustainable Forestry Initiative (SFI®).

- 9. FIRE PROTECTION.** Permittee shall comply with all laws and regulations pertaining to fire protection and suppression, and take every possible precaution to prevent fires from igniting on or spreading onto Weyerhaeuser's property. If a fire should occur on or near the Permit Road, Permittee shall immediately notify Weyerhaeuser at appropriate government agencies and shall make every reasonable effort to help suppress or contain the fire, provided the same can be done safely. Permittee will be liable for and reimburse Weyerhaeuser for all damages (including loss or damage of timber, and fire suppression costs) resulting from fires caused by Permittee's activities without regard to Permittee's negligence, except to the extent such fires were the result of the sole negligence of Weyerhaeuser.
- 10. HAZARDOUS MATERIALS.** Permittee shall not dump, spill or otherwise allow the release of any petroleum products, chemicals or other substances considered hazardous or regulated under federal or state law on Weyerhaeuser's property, and will follow all laws governing the transport, use, storage and handling of all petroleum products, chemicals and other such substances. In the case of any leak, over-fill, or accidental spill on or adjacent to Weyerhaeuser property, Permittee will immediately clean up the same, and report it to Weyerhaeuser (in addition to reporting it to the applicable governmental agency if required under applicable law).
- 11. FIREARMS AND WEAPONS.** Permittee shall not possess, use or display firearms or weapons on Weyerhaeuser property while operating under this Permit
- 12. HOUSEKEEPING.** Permittee shall not leave or dispose of any debris, garbage or other materials, or burn the same, on Weyerhaeuser's property.
- 13. NOTICES.** All notices provided for in this Permit, except notices regarding fire suppression or hazardous materials spills, must be written and given by either personal hand-delivery (including Federal Express or other recognized, national overnight mail carrier), or regular U.S. mail, postage prepaid to the address above. All notices regarding fire suppression or hazardous materials must be reported in person or by telephone as soon as possible. All notices must be given to the persons whose signatures appear at the end of this Permit.
- 14. NON-ASSIGNMENT.** Permittee may not assign its rights under this Permit without Weyerhaeuser's prior written consent, which consent may be withheld in Weyerhaeuser's sole and absolute discretion, and Weyerhaeuser may consider any attempted assignment without this consent to be void and to terminate this Permit.
- 15. INDEMNITY.** Permittee shall defend, indemnify, and hold harmless Weyerhaeuser, its subsidiaries, and affiliates, and all of their directors, officers, employees, and agents (collectively, the "**Weyerhaeuser Parties**") for, from and against all claims, demands, judgments, assessments, damages, penalties, fines, costs, liabilities or losses including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees (collectively "claims") arising from any act or omission of Permittee or Permittee's Contractors, licensees, guests, invitees, and agents (collectively, the "**Permittee Parties**") under this Agreement or otherwise arising in connection with activities on or around the Permit Road(s) or other land of Weyerhaeuser or its subsidiaries, or affiliates, except claims caused by Weyerhaeuser's sole negligence. This includes, without limitation, any claims for: (a) injury to or death of persons; (b) damage

to property; (c) timber trespass; (d) nuisance; (e) mechanics' and materialmen's liens; (f) workers' compensation and unemployment taxes; (g) fines and penalties; (h) release of hazardous substances including, without limitation, petroleum products and chlorinated solvents, and claims arising from Permittee's or the Permittee Parties' activities hereunder.

- 16. ASSUMPTION OF RISK.** Permittee acknowledges that the Permit Road(s) are used for logging, forestry, and industrial operations and are maintained, if at all, only to standards generally required for such uses. Permittee further acknowledges and understands that Weyerhaeuser has made no representations or warranties as to the present or future condition of its property or the Permit Road(s), the character of traffic on its property or Permit Road(s), or any other factor affecting Permittee's risks in undertaking activities under this Permit. Permittee understands that Weyerhaeuser may provide information about the foregoing from time to time, but Permittee agrees it will and may not rely thereon, and will conduct its own evaluation of conditions on the Permit Roads and other Weyerhaeuser property. On behalf of itself and its Permittee Parties, Permittee assumes all risk of personal injury, including death, and damage to the property of Permittee and any other Permittee Party, and agrees that neither Permittee nor any of the other Permittee Parties will assert a claim against Weyerhaeuser or its affiliates on account of any property damage or personal injury, including death, or other loss resulting from a condition of or traffic on a Permit Road or other Weyerhaeuser, property. In addition, Permittee shall be liable for and pay for all damage to Weyerhaeuser's property or other assets resulting directly or indirectly from Permittee's acts or omissions under this Permit, even if not attributable to negligence by Permittee.
- 17. RELATIONSHIP OF PARTIES.** This Permit is not intended to create and shall not be construed to create any partnership or association for profit between Permittee and Weyerhaeuser, and any liabilities hereunder shall be several and not joint.
- 18. CONFIDENTIALITY.** The terms of this Permit may not be disclosed by Permittee to persons other than Contractors who will be using the Permit Roads without Weyerhaeuser's prior written consent, except in situations required by law or a court of competent jurisdiction.
- 19. RECORDING.** Permittee may not record this Permit in any public records.
- 20. INTEGRATED AGREEMENT; MODIFICATION.** This Permit constitutes the entire agreement and understanding of the parties with respect to the subject matter of the Permit. This Permit may not be modified except in writing signed by the parties. The parties agree to execute any additional documents reasonably necessary to effectuate the provisions and purposes of this Permit.
- 21. INTERPRETATION.** Each party acknowledges that it and its legal counsel have had the opportunity to review this Permit. The parties agree that the terms and conditions of this Permit shall not be construed against any party on the basis of such party's drafting, in whole or in part, of such terms and conditions.
- 22. WAIVER.** Failure of either party to insist upon the strict performance of any of the terms and conditions of this Permit, or failure to exercise any rights or remedies provided in this Permit or by law, or to notify the other party in the event of breach, shall not release the

other party of any of its obligations under this Permit, nor shall any purported oral modification or rescission of this Permit by either party operate as a waiver of any of the terms hereof. No waiver by either party of any breach, default, or violation of any term, warranty, representation, agreement, covenant, right, condition, or provision of this Permit shall constitute waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, agreement, covenant, right, condition, or provision.

- 23. SEVERABILITY.** If any provision of this Permit is held to be invalid or unenforceable, this provision shall not affect or invalidate the remainder of this Permit, and to this end the provisions of this Permit are declared to be severable. If any such invalidity becomes known or apparent to the parties, the parties agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this Permit.
- 24. GOVERNING LAW & VENUE.** The validity, construction, and performance of this Permit shall be governed by and construed in accordance with the laws of the state in which the Permit Road(s) are located, without regard to its conflict of laws rules. The parties agree to submit to the jurisdiction of any state or federal court within such state in any action or dispute resolution process arising out of the terms, enforcement, or breach of this Permit.
- 25. ATTORNEYS' FEES.** Should any legal action or proceeding be commenced by either party to enforce all or any provision of this Permit, or in connection with any alleged dispute, breach, default, or misrepresentation in connection with this Permit, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred in connection with such action or proceeding, including costs of pursuing or defending any legal action, including, without limitation, any appeal, discovery or negotiation and preparation of settlement arrangements, in addition to such other relief as may be granted.
- 26. COMPLIANCE WITH ALL LAWS; ENDANGERED SPECIES.** Permittee agrees to use the Permitted Roads for the purpose authorized in this Agreement strictly in accordance to all Federal, State and local laws, rules and regulations.
- Permittee shall promptly report to Weyerhaeuser any observations of the presence or other evidence of habitation by a federally designated threatened or endangered species on or along the Permit Roads.
- 27. HEADINGS.** The headings in this Permit are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Permit nor the meaning of any of its provisions.
- 28. COUNTERPARTS.** This Permit may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart.
- 29. ADDITIONAL TERMS.**
- a. Roads and heliports will be returned back to same condition or better prior to permit expiration date.
 - b. No logging slash will be left on Weyerhaeuser property.

- c. Any Douglas-fir tree outside the heliport landings, that is damaged or killed will be replanted with a new seedling by March 15, 2023.

SIGNATURE PAGE FOLLOWS.

IN WITNESS WHEREOF, the parties have executed this Road Use Permit as of the Effective Date.

WEYERHAEUSER TIMBER HOLDINGS INC. PERMITTEE:

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

CERTIFICATE OF COVERAGE

Insured
Clackamas County
 2051 Kaen Road
 Oregon City, OR 97045

This certificate is issued as a matter of information only and confers no rights upon the certificate holder other than those provided in the coverage document. This certificate does not amend, extend or alter the coverage afforded by the coverage documents listed herein.



Companies Affording Coverage

COMPANY A – GEM
COMPANY B – Great American
COMPANY C - Markel

General and Auto Liability

This is to certify that coverage documents listed herein have been issued to the Named Member herein for the Coverage period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which the certificate may be issued or may pertain, the coverage afforded by the coverage documents listed herein is subject to all the terms, conditions and exclusions of such coverage documents.

| Type of Coverage | Company Letter | Certificate | Effective Date | Termination Date | Coverage | Limit |
|---|----------------|------------------|----------------|------------------|--|--------------|
| General Liability X Commercial General Liability X Public Officials Liability X Employment Practices Occurrence | A | Clackamas County | 7/1/2021 | 6/30/2022 | Each Occurrence: | \$9,000,000 |
| Auto Liability X Scheduled Autos X Hired Autos X Non-Owned Autos | A | Clackamas County | 7/1/2021 | 6/30/2022 | Each Occurrence: | \$9,000,000 |
| Excess Liability | B | Clackamas County | 7/1/2021 | 6/30/2022 | Each Occurrence Annual Aggregate: \$20M | \$10,000,000 |
| Cyber Liability | C | Clackamas County | 7/1/2021 | 6/30/2022 | Each Occurrence/Annual Aggregate | \$4,000,000 |

Description: Below named Certificate Holder is an additional insured as outlined under Road-Heliport Use Permit #CL2022-1100-1494

Certificate Holder:

Weyerhaeuser Timber Holdings, Inc

CANCELLATION: Should any of the coverage documents herein be cancelled before the expiration date thereof, the County will provide 30 days written notice to the certificate holder named herein, but failure to mail such notice shall impose no obligation or liability of any kind upon the County, its agents or representatives, or the issuer of this certificate.

By:

Date: 4/14/2022