

## COOPERATIVE PATROL AGREEMENT

THIS AGREEMENT is made and entered into on this 2<sup>nd</sup> day of August, 2011 by and between Kittitas County, through the Kittitas County Sheriff's Office, hereinafter referred to as "County", and Plum Creek Timber Company, Inc., a Delaware corporation, hereinafter referred to as "Landowner." Both entities may be referred to in this Agreement collectively as "Parties" or individually as a "Party."

WHEREAS: The Landowner desires to prohibit unauthorized vehicles from entering Landowner's Kittitas County properties are shown as the cross-hatched area on Exhibit A which is incorporated into this Agreement (hereafter the "Property"); and

WHEREAS: The County has the ability to provide patrols of the Property at its discretion in order to conduct security checks and to cite violators.

In consideration of the terms, conditions, covenants and mutual benefits contained in this Agreement and attachment(s), the Parties agree as follows:

### ARTICLE 1 DUTIES

1. The County agrees:
  - a. At its discretion, to patrol said properties at such times and on such roads as may be necessary or desirable to conduct security checks, to cite violators as appropriate and to enforce applicable Washington, Federal and local laws and regulations.
  - b. The County will enter the Property, including but not limited to closed roads, only on official business or law enforcement action during the term of this Agreement.
  - c. The County will not provide a key to gate lock(s) to anyone other than its personnel for official business.
  - d. To use due care in conducting such enforcement work on the Property.
  - e. To keep Landowner advised of the status of its enforcement efforts under this Agreement.
2. The Landowner agrees:
  - a. To grant County the right to patrol the Property.
  - b. Only County law enforcement vehicles and vehicles authorized by the Landowner may travel on the Property; provided that nothing in this Agreement is intended to limit vehicle use by the Parties for management of this Agreement or to limit vehicle use by Landowner, its agents or independent contractors for management of the land and resources under its care.
  - c. To specifically mark and designate the Property boundaries, as well as, mark and designate the Property as closed to unauthorized vehicles.
  - d. To advise Landowner's agents and employees of this Agreement and of its terms, conditions, and potential liabilities associated with breach of this Agreement.
  - e. To provide the County with information describing authorized vehicles allowed on the Property.

- f. To provide the County with a written acknowledgment stating that other than authorized vehicles, law enforcement vehicles, and public-owned snowmobiles, no vehicle is allowed access onto the Property without written permission from Landowner. If necessary, the acknowledgment will provide a list of any vehicle or person, other than ones listed above, authorized to be on the Property. The acknowledgment may be amended from time to time in Landowner's discretion and all such amendments shall be filed with the Kittitas County Sheriff's Office and with KITTCOM.
  - g. To provide a representative for hearings and trials related to the prosecution of any violations on the Property.
- 3. The Parties mutually agree:
  - a. That County's patrol and enforcement will be at the discretion of the County and there will be no set amount of times, dates, and locations of the patrol.
  - b. The Parties may work together to create the signage to be used to designate the Property.
  - c. That the Property is managed as a working forest and that forest management activities can be hazardous and pose additional safety risks.
  - d. To publicize this Agreement.

## ARTICLE 2 TERM

This Agreement shall be effective when fully executed and shall continue for five years unless terminated earlier by either Party as outlined in Article 3 or extended by a mutually accepted signed amendment.

## ARTICLE 3 TERMINATION

Any party may terminate this Agreement by giving thirty (30) days notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, or by overnight courier to the party's address provided in Article 4.

## ARTICLE 4 ADMINISTRATORS AND NOTICE

Except as set forth elsewhere in the Agreement, any notices required or permitted by law or under this Agreement shall be in writing and shall be (i) personally delivered, or (ii) sent by first class certified or registered mail, return receipt requested, with postage prepaid to the Parties' address noted below. Representatives of the Landowner and the County with authority to receive communications and act within the scope of this Agreement are:

### COUNTY ADMINISTRATOR

TITLE	Kittitas County Undersheriff
DEPT.	Kittitas County Sheriff's Office
ADDRESS	307 Umptanum Road, Ellensburg, WA 98926

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Cooperative Agreement between Kittitas County

And Plum Creek Timber Company, Inc.

PHONE (509) 962-7525

LANDOWNER ADMINISTRATOR

TITLE Plum Creek Timber Company, Inc.  
DEPT. Manager, Cascade Region  
ADDRESS P.O. Box 51, Roslyn, WA 98941  
PHONE 509-649-2166

With a copy to:  
Plum Creek Timber Company, Inc.  
999 Third Avenue, Suite 4300  
Seattle, WA 98104  
Attn: Law Department

ARTICLE 5  
INDEPENDENT CAPACITY OF PARTIES

The Parties declare that in the performance of this Agreement, they are acting as independent contractors and not in any manner as officers, employees, or agents of the other Party.

ARTICLE 6  
INDEMNIFICATION

Each party to this Agreement shall be solely responsible for damage to persons or property resulting from the negligent, reckless or intentional act of itself, its employees, its agents, or its officers. Neither Party assumes any responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement.

ARTICLE 7  
MODIFICATION

The Agreement may be changed, modified, amended or waived only by written agreement signed by the parties and, as to the County, adopted by resolution of the County's legislative authority. If Landowner sells, trades, exchanges or otherwise transfers its fee ownership in any portion of the Property, Landowner shall provide written notice to the County. Such notice of transfer shall constitute an amendment to the description of Landowner's Property and shall be incorporated into this Agreement without further action by either Party.

ARTICLE 8  
ASSIGNMENT

Neither party may assign its rights or delegate its duties under this Agreement, whether by assignment, subcontract or other means. Any such attempted assignment or delegation shall be void and shall constitute a material breach of this Agreement.

ARTICLE 9

## SEVERABILITY

If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this Agreement are declared severable.

## ARTICLE 10 WAIVER

Waiver of any breach or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach.

## ARTICLE 11 ENTIRE AGREEMENT

This Agreement embodies the entire Agreement between the County and Landowner, and supersedes any and all prior agreements. No change, amendment or modification of any provisions of this Agreement shall be valid unless set forth in a written instrument signed by the Parties.

## ARTICLE 12 HEADINGS

The headings of sections and paragraphs of this Agreement are for convenience of reference only and are not intended to restrict, affect or be of any weight in the interpretation or construction of the provisions of such sections or paragraphs.

## ARTICLE 13 VENUE AND CHOICE OF LAW


In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Kittitas. This Agreement shall be governed by the laws of the State of Washington.

## ARTICLE 14 INTERPRETATION

This Agreement has been submitted to the scrutiny of all Parties and their counsel, if desired, and it shall be given a fair and reasonable interpretation in accordance with its words, without consideration or weight given to its being drafted by any Party or its counsel. No stricter construction or interpretation of the terms hereof shall be applied against any Party as the drafter hereof.

APPROVED:  
DATE 8/2/2011

BOARD OF COUNTY COMMISSIONERS  
KITITITAS COUNTY, WASHINGTON


  
Paul Jewell, Chair

  
Alan Crankovich, Vice-Chair

  
Obie O'Brien, Commissioner



Approved as to Form:

  
Deputy Prosecuting Attorney

Kittitas County Sheriff's Office

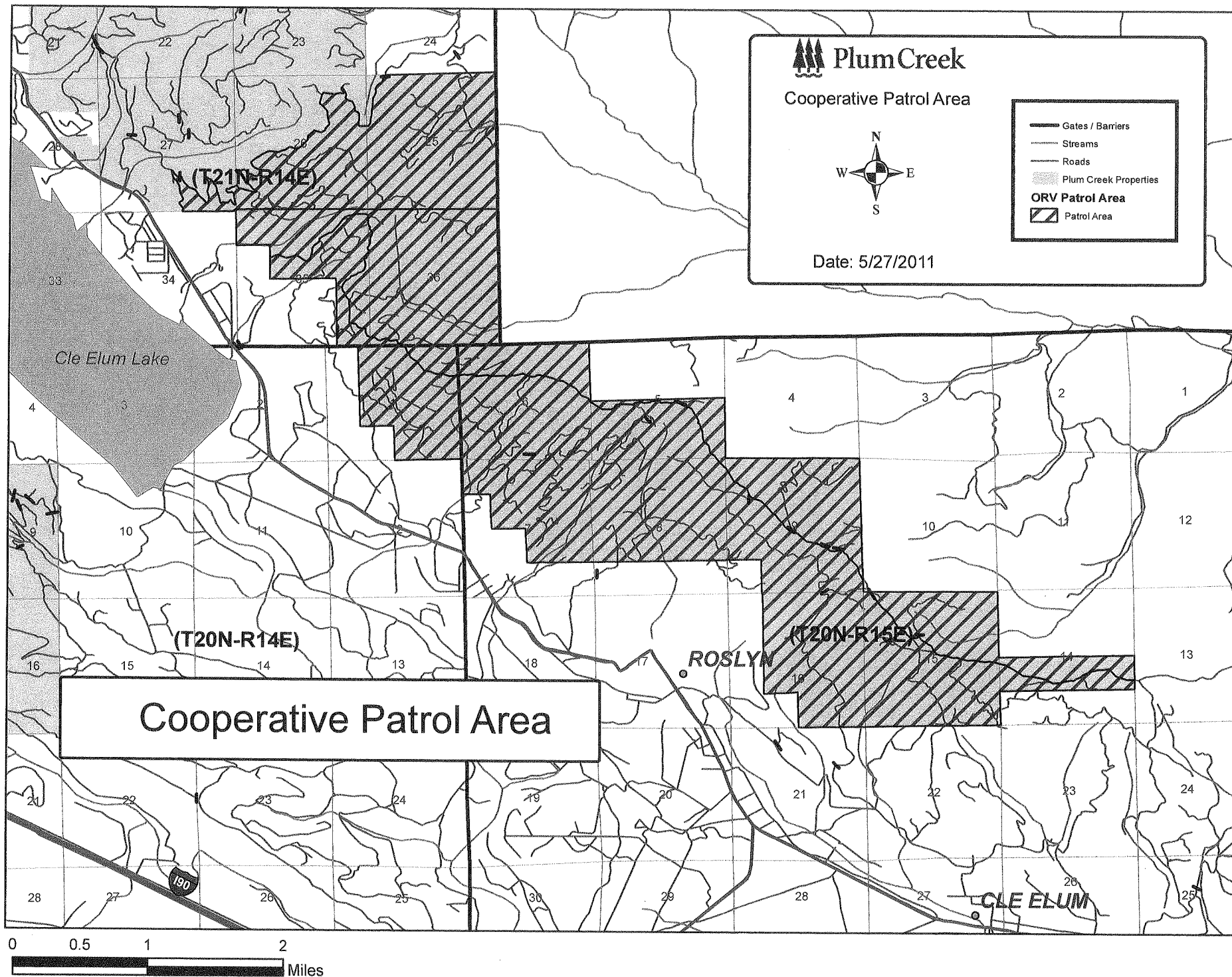
  
Sheriff Gene Dana

PLUM CREEK TIMBER COMPANY, INC.

DATE: 6/28/11

By: Lee Spencer  
Signatory Name: Lee Spencer  
Title: Resource Manager

**Exhibit A**  
**Property Included in this Agreement is Cross Hatched**  
**(See Attached)**



PLUM CREEK TIMBER COMPANY, INC. DECLARATION REGARDING VEHICLE  
ACCESS ON ROSLYN RIDGE PROPERTY

I, Lee Spencer, am the Manager of the Cascades Region for Plum Creek Timber Company, Inc. (hereinafter "Plum Creek" or the "Company"), and am authorized to make the following declaration:

No unauthorized vehicles are allowed on Plum Creek's Roslyn Ridge property.

For purposes of this Declaration, (i) Plum Creek's Roslyn Ridge Property (hereafter "the Property") is shown as the cross-hatched area on the map attached hereto as Exhibit A and (ii) Authorized Vehicles are defined on Exhibit B. Both exhibits are incorporated into this Declaration. Roads and known trails at the boundary of the Property will be gated and/or signed.

Plum Creek has given Kittitas County Sheriff's Office authorization to come onto the Property and patrol the areas based on the Cooperative Road Management Agreement signed by Plum Creek and the County.

Dated this 28<sup>th</sup> day of June, 2011

PLUM CREEK TIMBER COMPANY, INC.

BY: Lee Spencer

Name: Lee Spencer

Title: Manager of the Cascades Region

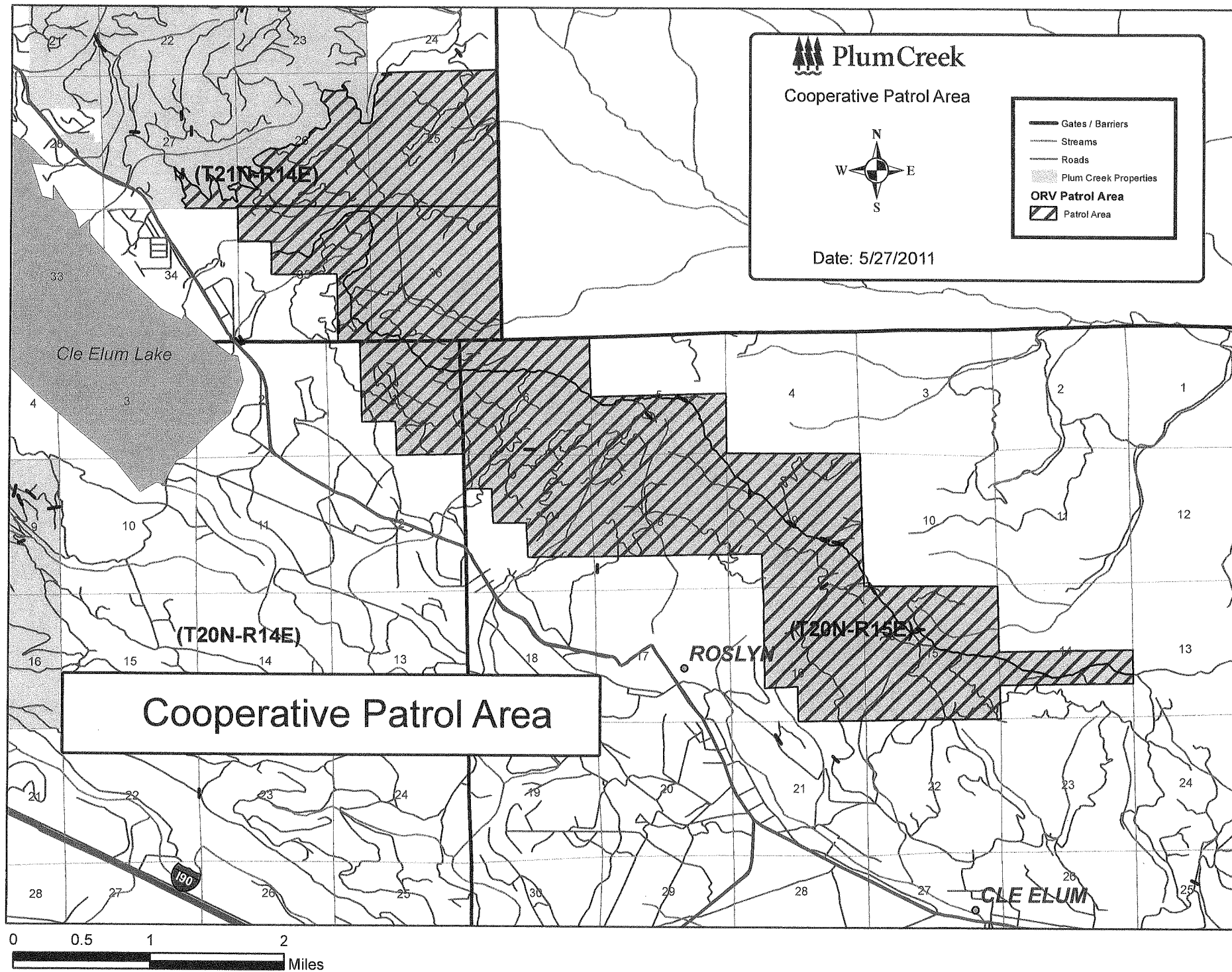
Exhibits:

A: Map Showing the Property

B: Description of Authorized Vehicles



## EXHIBIT A



## EXHIBIT B

### Authorized Vehicles

#### Authorized Vehicles Shall Include:

- A licensed motor vehicle operated or occupied by a Plum Creek employee provided that the employee produces a Plum Creek business card and credible photo ID bearing the same name and photo;
- A licensed motor vehicle operated or occupied by an R&R Cable or Inland Telephone Company employee conducting such Company's official business;
- Any licensed motor vehicle driven by an employee of the Department of Natural Resources conducting official Department business;
- Any licensed motor vehicle driven by a representative of Kittitas Fire District 6 or 7 conducting official District business;
- A motor vehicle being driven by an independent contractor of Plum Creek to plant trees or harvest timber;
- A motor vehicle being driven by an independent contractor of Plum Creek to drill a well;
- Any vehicle driven by an agent of the US government or independent contractor of Plum Creek for the purpose of mine reclamation;
- Any vehicle being driven by an independent contractor of Plum Creek for the purpose of constructing or repairing roads or related infrastructure;
- Snowmobiles in winter which are licensed and otherwise operated in compliance with all laws; and
- Any other vehicle operated or occupied by a person who has been pre-cleared in a writing signed by Lee Spencer on behalf of Plum Creek, the form of such letter to be agreed upon in advance by the Parties.

**Notwithstanding the foregoing, an off-road vehicle or ORV SHALL NOT constitute an Authorized Vehicle unless the operator or passenger of the nonhighway vehicle (i) produces a Plum Creek business card and credible photo identification bearing the same name and photo; or (ii) is conducting emergency search and rescue or similar activities.**

**For purposes of this Agreement, ORV means any motor vehicle, other than a snowmobile, when used for recreational purposes on non-highway roads, trails or a variety of other natural terrain. ORVs include, but are not limited to, all terrain vehicles, quads, three-wheelers, motorcycles, non-street-legal four-wheel drive vehicles, and dune buggies.**