

Non-Cooperator Permit
TEMPORARY ROAD USE PERMIT

LICENSE # _____

Permission is hereby granted by State of Montana, hereinafter called "Grantor", to Ed Abbott Logging, hereinafter called "Permittee", to use, subject to the conditions set forth below, the following described lands:

Section 16, T 14 N, R 14 W, Missoula County, PMM - Grant

as shown, approximately, in (color) on Attachment "A" attached hereto.

This permit covers a right-of-way on 1.17 miles of existing road and is issued for the purpose of hauling an estimated volume of 16 MBF of saw logs from land in Section 15, T 14 N, R 14 W.

Please make check for \$ 300.00 payable to Department of Natural Resources and Conservation and send the check with the signed permits to: DNRC, Clearwater Unit at 48455 Sperry Grade Road, Greenough, MT. 59823

Permittee will comply with all applicable provisions of State and Federal laws pertaining to forest protection and will do all in Permittee's power to prevent and suppress forest fires on the above described lands.

Permittee will provide maintenance equal to Permittee's proportionate share of the use of the roads with others who may be granted like permission, so that at the termination of this permit, the roads will be in a condition equal to that prevailing on roads of like standards. In the event that Permittee's exercise of the privileges granted shall cause damage which requires more than normal maintenance to repair, Permittee shall fully repair such damage to bring the road up to the aforementioned standard.

The following specifications are included as part of this permit:

SNOWPLOWING: If hauling occurs during the winter months, the Purchaser will be required to plow snow to the following guidelines on all State and private roads.

1. Snow should be windrowed beyond the fill shoulder line.
2. To protect the road surface, a 1 to 4-inch cushion of snow may be left on the road.
3. At termination of use, the road will be prepared for spring runoff by opening drainage outlets through the plowed berms and by installing a snow-berm road closure.
4. Tracked equipment will not be used to plow snow without prior written approval from the Forest Officer.
5. The side-casting of road material into a stream, lake, wetland, or other body of water during snow plowing operations is prohibited in the SMZ.

It is also understood and agreed that prior to exercising any rights under this permit, Permittee will require its purchasers or contractors to obtain a maintain until all obligations assumed hereunder have

been performed, liability insurance issued in a form and by an insurance company acceptable to Grantor. Minimum coverage requirements shall be as follows:

- a. Comprehensive General Liability insurance with Limits of \$250,000 personal injury each occurrence and \$500,000 property damage each occurrence.
- b. Automobile Liability Insurance with the same limits as required above for comprehensive general liability insurance.
- c. Contractual Liability Insurance with a limit of \$100,000 separate and apart from the property coverage required under (a) above.

Prior to commencement of any work to be performed under this contract, the Permittee shall deliver to Grantor a Certificate of Insurance from the insurer(s) of said Permittee, Purchaser or Contractor certifying that coverage is not less than the minimum amounts is in force. The Certificate of Insurance shall be submitted for approval as to the insurance company writing the same, the amount and the form. Grantor reserves the right to require a certified copy of the policy, or to examine the policy itself.

It is also understood and agreed that the Permittee will assume all risk of and indemnify and hold harmless, and at its expense, defend Grantor from and against any claims, loss, cost, legal actions, liability, or expense on account of personal injury to or death of any person whomsoever, including but not limited to employees of Grantor, or damage to or destruction of property to whomsoever belonging, including but not limited to property of Grantor resulting partly or wholly, directly or indirectly, from Permittee's exercise of the rights herein granted, excepting only such claims, costs, damage, injury or expense which may be caused by the sole negligence of Grantor.

It is also understood and agreed that Permittee shall keep Grantor's property free from liens arising in any manner out of the activities of Permittee and shall promptly discharge any such liens that are legitimately asserted.

It is understood and agreed that the permission granted herein is not exclusive and Grantor reserves the right to use and grant to others the right to use the roads jointly with the Permittee.

This permit is subject to all valid rights existing on this date.

It is also understood and agreed that Permittee will cooperate with county weed control boards, conservation districts, special weed districts, adjacent private landowners, lessees, and public agencies to control the spread of noxious weeds. All equipment used for off-road activity must be washed by Permittee prior to entering the area to prevent transfer of weed seed.

Herbicide application must be completed as needed on the included road segments during the window of April through July 15 of 2012 and/or April through July 15 2013. This can be done by the current grazing lessee but approval of this spraying must be accepted by the Clearwater Unit.

It is also understood and agreed that Permittee will not travel on roads if conditions exist that will make road surfaces susceptible to rutting and/or other damage that will require maintenance. If this does occur Permittee will be responsible for repairing the road to a level that is acceptable to the Grantor.

It is also understood and agreed that without the written consent of Grantor, Permittee shall not assign this permit or any interest therein, or sublet, and no heir, executor, administrator, receiver, master, sheriff, trustee in bankruptcy, or other assignee by operations of law shall assign or sublet without such written consent.

The Permittee shall contact the unit field manager (Dave Poukish 244-2381) before use and prior to completion of the period of road use. At the contact prior to completion of road use, any additional erosion control and maintenance work will be identified and marked on the ground. All work will be inspected and approved by the unit field manager prior to termination of the Road Use Permit.

If any evidence or artifacts of archaeological, historical, cultural, or special significance are discovered in the course of using or maintaining the road, the Permittee will protect same and notify the Department of Natural Resources and Conservation immediately.

This permit shall terminate on **June 15, 2014** or earlier when requested by Permittee, provided that the permit may be terminated or suspended upon breach of any of the conditions herein.

IN WITNESS WHEREOF, this permit is executed in duplicate this ____ day of _____, 2011.

Grantor:

By: Dave Poukish _____

Title: Clearwater Unit Manager

ACCEPTED:

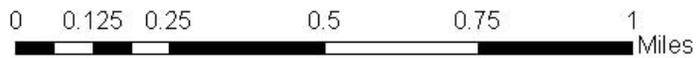
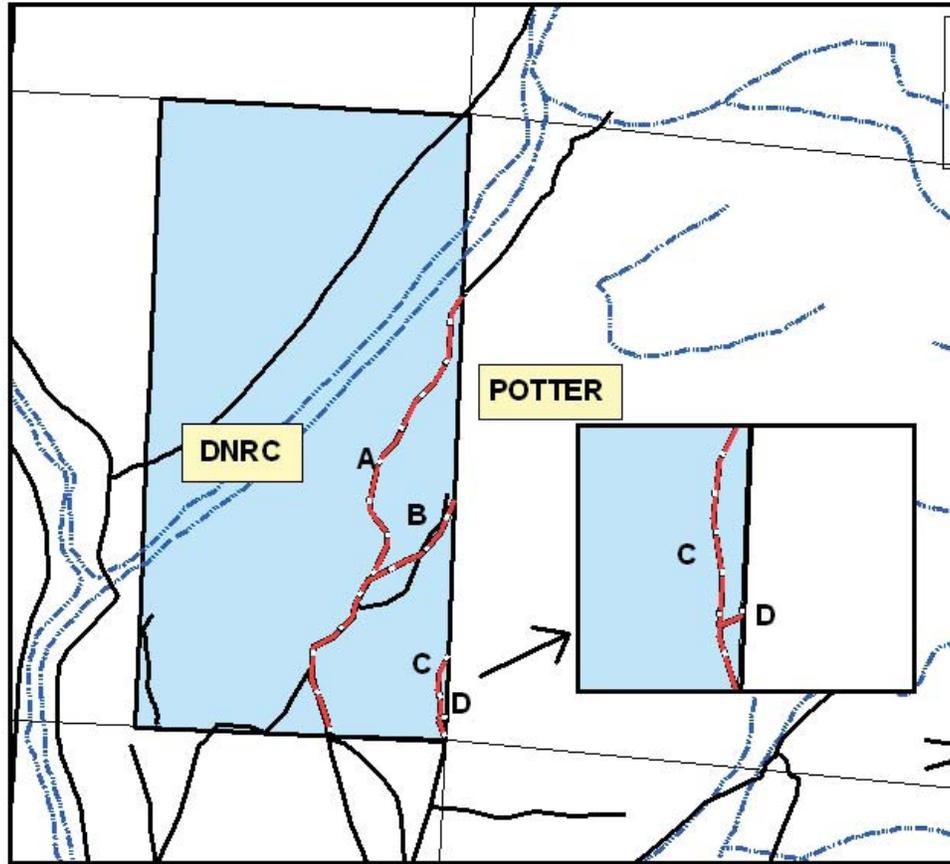
By: _____

Title: _____



ED ABBOTT LOGGING/POTTER ACCESS
Sec16 T14N R14W
DNRC-CLEARWATER UNIT

Attachment A



Segment A: 2,704 feet
Segment B: 2,614 feet
Segment C: 747 feet
Segment D: 88 feet
Total: 6,156 feet (1.17 miles)



A. Helena
2/9/11