

KM



**FUNDING REQUEST 2024-2025**

Private ♦ Ongoing ♦ Trail Grooming

Report and request for continued funding

Motorized       Non-Motorized

For State Parks Use Only	
Priority	2nd, 3rd yr. review
3	Ongoing

GROOMING AREA – TRAIL SYSTEM NAME <b>Old Man Pass Cross Country Ski Trail Grooming</b>		PREVIOUS YEARS GROOMING FUNDS ALLOTTED (STATE PARKS USE) \$ <b>31,693</b>
GROOMING MILES REQUESTED <b>450 Miles - Requesting \$21,000 in allocation</b>	PREVIOUS YEARS GROOMING MILES ALLOTTED (State Parks Use) <b>709</b>	

**CLUB SPONSOR INFORMATION**

SPONSOR NAME <b>Oregon Nordic Club - Portland Chapter</b>	NAME OF CLUB REPRESENTATIVE <b>Kenneth Wenzel</b>
SPONSOR MAILING ADDRESS <b>10322 NW Alpenglow Way</b>	TITLE <b>President</b>
CITY, STATE, ZIP <b>Portland, Oregon 97229</b>	E-MAIL ADDRESS <b>skiwenzel@hotmail.com</b>
TELEPHONE NUMBER & EXTENSION <b>503-729-6571</b>	FAX NUMBER

**LOCAL GROOMING COUNCIL INFORMATION**

NAME OF GROOMING COUNCIL	
VOLUNTEER GROOMING COUNCIL COORDINATOR	TELEPHONE NUMBER
MAILING ADDRESS	E-MAIL ADDRESS
CITY, STATE, ZIP	WEBSITE
IF MEETINGS ARE SCHEDULED, WHERE IS THE MEETING HELD (location name and address)	
WHAT IS THE DAY OF MONTH AND TIME OF MEETINGS (i.e., 1 <sup>st</sup> Tuesday, 7:00pm)	

**CURRENT CONTRACTOR INFORMATION**

COMPANY NAME <b>Back Country Plowing &amp; Grooming</b>	NAME OF REPRESENTATIVE <b>Kim Olive</b>
MAILING ADDRESS <b>PO Box 498</b>	TITLE <b>Managing Partner</b>
CITY, STATE, ZIP <b>Randle, WA 98377</b>	E-MAIL ADDRESS <b>kimleeolive@gmail.com</b>
TELEPHONE NUMBER & EXTENSION <b>253-691-6509</b>	FAX NUMBER

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## Detailed Season Summary

### 2023-2024 SEASON

1) Based on last year's log "Trail Grooming Season Totals", please answer the following:

Date grooming started: 1/9/2023 Date grooming ended: 3/22/2024 Total hours grooming: 170

Total Miles traveled: 441

2) Please give approximate percentage of recreationists for each category:

70% Nordic 20% Snowshoe \_\_\_\_\_% Skijoring 9% Sledding \_\_\_\_\_% Snowmobiling 1% Snowbiking  
\_\_\_\_\_ % Other

### TRAIL SYSTEM

1) Total Trail map miles: 40

2) Actual groomed miles for last season: 441

3) Were all trails identified in the application groomed during this past season? If no, please indicate the trails that were not groomed and the reason (wildlife closure, logging, etc.) *Attach map if necessary.*

**YES**

4) Were trails groomed that were not identified in the applications? If yes, please indicate trails name, number, map miles and frequency. Was permission to groom these additional trails obtained? (yes or no).

**NO**

5) If authorized trails were not groomed, please list those trails. *Attach map if necessary.*

**N/A**

### SIGNS, MAPS, TRAIL BLAZERS, SNOW POLE ORDERS

Download trail maps, signs, and snow pole order forms from our sports funding webpage, bottom of page:

<https://parks.state.wa.us/148/Sports-Funding-Program>

### FUNDING

1) Amount Spent \$ 21,380  
2023-2024

2) If you did not spend the total approved funding amount, why not? PINESIDE TRAILS NEEDED BRUSHING

3) For this project, please list volunteer hours and type of work (include pre-season hours):

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## Trail Grooming Information

1. **Review the State Parks PDF map** (found on <https://parks.wa.gov/find-sno-parks>) for all groomed trail systems in your area. If there are factual errors, please print and make changes in red. The map only needs to be attached if there are changes. Please attach all maps affected by this change.

\_\_\_ Yes, there are changes to trail systems (maps attached). XX No, there are no changes this year.

### 2. TRAIL GROOMING MILES FOR 2023-2024

List the grooming miles for each trail system groomed.

Trail Name or Road Number	From which Sno-Park	Map Miles	Grooming Miles	Trips Per Season	Total Miles
Pine-Eagle-big tree-lava-pipeline-snowking-backtracked because of trees	Pineside		20	1	20
Big Tree-pipeline-snowking-eagle	Pineside		10	1	10
148-154 lower loop shed hill	McClellan		34	4	34
McClellan-157-1Koshko-59-148-150-Hardtime-koshko-OMP-sled hill-148-McClellan	McClellan		192	12	192
Koshko-McClellan-157-159-McClellan-148-150-Koshko-Sled Hill-148-Koshko	Koshko		185	8	185
<b>TOTAL GROOMING MILES FOR TRAIL SYSTEMS LISTED ABOVE:</b>					<b>441</b>

### 3. TRAIL GROOMING MILES ADJUSTED FOR 2024-2025 (16-week season)

- List any grooming changes for next season. If no changes leave blank.
- Total miles should not change from previous season. Use priority 5 Application for new funding increases.
- Grooming schedules will be required by **October 18, 2024**.

Trail Name or Road Number	From which Sno-Park	Map Miles	Grooming Miles	Trips Per Season	Total Miles
148-154 lower loop sled Hill	McClellan		34	4	34
McClellan-157-1 Koshko-59-148-150-Hardtime-koshko-OMP-Sled hill-148-McClellan	McClellan		192	16	192
Koshko-148-150-Koshko-Sled Hill-148-Koshko	Koshko		224	16	224

<b>TOTAL GROOMING MILES FOR TRAIL SYSTEMS LISTED ABOVE: 450</b>									



**Agreement**

*In the event funding is recommended by the Snowmobile Advisory Committee for continued grooming of snowmobile trails, or by the Winter Recreation Advisory Committee for continued grooming of non-motorized trails, and approved by State Parks, either an existing Purchased Services Contract will be modified to reflect the approved budget, or a new Purchased Services Contract will be awarded through a public bidding process.*

*The applicant certifies that, to the best of his/her knowledge, the information in this application is true and correct.*

*Kenneth Wenzel*

Signature of Applicant

*President-Oregon Nordic Club  
Portland Chapter  
Kenneth Wenzel*

Printed Name and Title of Applicant

*5/29/2024*

Date

Signature of Grooming Council Representative

Printed Name and Title of Grooming Council Rep.

Date


### List of Landowner Permission Documents

You are required to obtain written permission from all landowners for State Parks to provide winter recreational services on land which funded activities will occur. The landowners must include approval of each groomed trail route and verification of the number of miles of groomed trails. Each landowner must complete the *Winter Recreation Use Permit*. This must be submitted with the funding application postmarked by **June 1, 2024**.

Land owner permission documents are attached from the following landowners:

Owners	Number of miles
1. Gifford Pinchot National Forest - Mt. Adams District	40
2.	
3.	
4.	
5.	
6.	
7.	

I hereby certify that all appropriate landowners have been asked for their permission to use their land for winter recreation activities, and that their permission documents have been signed and they are either attached with the funding application or received by June 1.

  
 \_\_\_\_\_  
 Signature of Authorized Representative

David F. Wickwise Rec Mgr.  
 \_\_\_\_\_  
 Printed Name and Title

5/30/24  
 \_\_\_\_\_  
 Date

**PLEASE NOTE:  
 COPY OF ORIGINAL DOCUMENTS MUST BE ATTACHED.  
 ALL DOCUMENTS MUST BE CURRENT.**



STATE OF WASHINGTON  
 WASHINGTON STATE PARKS AND RECREATION COMMISSION  
 1111 Israel Road SW P. O. Box 42650 Olympia, Washington 98504-2650 (360) 902-8500

Date:	5/24/24
Landowner:	USFS
Address:	MT. Adams Rd 2455 Hwy 141 Trout Lake, WA 98650
Land Description:	Public Access at sno-parks, and trails for winter recreation

<i>To be completed by applicant.</i>
Project Name: _____

**WINTER RECREATION USE PERMIT**

The Washington State Parks and Recreation Commission is required by statute to have landowner permission for winter recreation activities funded by the Commission on public and private lands.

RCW 79A.05.225(1) *Plan, construct, and maintain suitable facilities for winter recreational activities on lands administered or acquired by the commission or as authorized on lands administered by other public agencies or private landowners by agreement.*

RCW 4.24.200 and RCW 4.24.210 limit landowner liability.

RCW 4.24.200:

*The purpose of **RCW 4.24.200** and **4.24.210** is to encourage owners or others in lawful possession and control of land and water areas or channels to make them available to the public for recreational purposes by limiting their liability toward persons entering thereon and toward persons who may be injured or otherwise damaged by the acts or omissions of persons entering thereon.*

Please sign and date below.

*By my signature, I do hereby grant permission for winter recreational activities to occur on my land, that are funded by the Washington State Parks and Recreation Commission, from date signed below to terminate on the 20 day of May of 2024.*

David F. Nelson

5/20/24

Agency/Landowner

Date

RCW 4.24.210

**Liability of owners or others in possession of land and water areas for injuries to recreation users—Known dangerous artificial latent conditions—Other limitations**

(1) Except as otherwise provided in subsection (3) or (4) of this section, any public or private landowners, hydroelectric project owners, or others in lawful possession and control of any lands whether designated resource, rural, or urban, or water areas or channels and lands adjacent to such areas or channels, who allow members of the public to use them for the purposes of outdoor recreation, which term includes, but is not limited to, the cutting, gathering, and removing of firewood by private persons for their personal use without purchasing the firewood from the landowner, hunting, fishing, camping, picnicking, swimming, hiking, bicycling, skateboarding or other non-motorized wheel-based activities, aviation activities including, but not limited to, the operation of airplanes, ultra-light airplanes, hang gliders, parachutes, and paragliders, rock climbing, the riding of horses or other animals, clam digging, pleasure driving of off-road vehicles, snowmobiles, and other vehicles, boating, kayaking, canoeing, rafting, nature study, winter or water sports, viewing or enjoying historical, archaeological, scenic, or scientific sites, without charging a fee of any kind therefor, shall not be liable for unintentional injuries to such users.

(2) Except as otherwise provided in subsection (3) or (4) of this section, any public or private landowner or others in lawful possession and control of any lands whether rural or urban, or water areas or channels and lands adjacent to such areas or channels, who offer or allow such land to be used for purposes of a fish or wildlife cooperative project, or allow access to such land for cleanup of litter or other solid waste, shall not be liable for unintentional injuries to any volunteer group or to any other users.

(3) Any public or private landowner, or others in lawful possession and control of the land, may charge an administrative fee of up to twenty-five dollars for the cutting, gathering, and removing of firewood from the land.

(4)(a) Nothing in this section shall prevent the liability of a landowner or others in lawful possession and control for injuries sustained to users by reason of a known dangerous artificial latent condition for which warning signs have not been conspicuously posted.

(i) A fixed anchor used in rock climbing and put in place by someone other than a landowner is not a known dangerous artificial latent condition and a landowner under subsection (1) of this section shall not be liable for unintentional injuries resulting from the condition or use of such an anchor.



RECEIVED: 6.1.24

KM



### FUNDING REQUEST 2024-2025

Non-Profit ♦ Ongoing ♦ Trail Grooming

Report and request for continued funding

For State Parks Use Only	
Priority	2nd, 3rd yr. review
3	Ongoing

Motorized       Non-Motorized

GROOMING AREA – TRAIL SYSTEM NAME <i>Mount Tahoma Trails Association</i>		Previous Years Grooming funds Allotted (State Parks Use Only) <b>\$5,750</b>
Truck Hauling Miles Requested <i>NIA</i>	Grooming Miles Requested <i>328.4</i>	Of the total value of the applicant contribution plus funding requested from State Parks, what is the percentage from:  <b>State %</b> (Total funds requested divided by total value x 100) <i>28%</i> <b>Applicant %</b> (Total funds divided by total value x 100) <i>72%</i>
Previous Years Truck Hauling Miles Allotted (State Parks Use)	Previous Years Grooming Miles Allotted (State Parks Use) <b>129</b>	
Total Applicant Contributions (Dollars / In-Kind Services / Materials)	<b>\$ 14,712</b>	

#### APPLICANT INFORMATION

APPLICANT NAME <i>Mount Tahoma Trails Association</i>	NAME OF REPRESENTATIVE <i>Elitsa Kotsakova</i>
APPLICANT MAILING ADDRESS <i>PO Box 206</i>	TITLE <i>Treasurer</i>
CITY, STATE, ZIP <i>Ashford, WA 98304</i>	E-MAIL ADDRESS <i>treasurer@skimtha.org</i>
TELEPHONE NUMBER & EXTENSION <i>360-569-2451</i>	FAX NUMBER

#### LOCAL GROOMING COUNCIL INFORMATION

NAME OF GROOMING COUNCIL <i>NIA</i>	
VOLUNTEER GROOMING COUNCIL COORDINATOR	TELEPHONE NUMBER
MAILING ADDRESS	E-MAIL ADDRESS
CITY, STATE, ZIP	WEBSITE
IF MEETINGS ARE SCHEDULED, WHERE IS THE MEETING HELD (location name and address)	
WHAT IS THE DAY OF MONTH AND TIME OF MEETINGS (i.e., 1 <sup>st</sup> Tuesday, 7:00pm)	



## Detailed Season Summary

### 2023-2024 SEASON

1) Based on last year's log "Trail Grooming Season Totals", please answer the following:

Date grooming started: 12/02/23 Date grooming ended: 04/02/24 Total hours grooming: 110.10

Total Miles traveled: 328.4

2) Please give approximate percentage of recreationists for each category:

50 % Nordic   50 % Snowshoe   \_\_\_\_\_ % Skijoring   \_\_\_\_\_ % Sledding   \_\_\_\_\_ % Snowmobiling   \_\_\_\_\_ % Snowbiking  
\_\_\_\_\_ % Other

### TRAIL SYSTEM

1) Total Trail map miles: 20.13

2) Actual groomed miles for last season: 328.4

3) Were all trails identified in the application groomed during this past season? If no, please indicate the trails that were not groomed and the reason (wildlife closure, logging, etc.) *Attach map if necessary.*

Yes

4) Were trails groomed that were not identified in the applications? If yes, please indicate trails name, number, miles and frequency. Was permission to groom these additional trails obtained. (yes or no)

No

5) If authorized trails were not groomed as a result, please list those trails. *Attach map if necessary.*

### SIGN, MAPS, TRAIL BLAZERS, SNOW POLE ORDERS

Download trail maps, signs, and snowpole order forms from our sports program funding webpage, bottom of page.  
<https://parks.wa.gov/about/grants/sports-funding-program>

### FUNDING

1) Amount Spent \$ 5,750  
2023-2024

2) If you did not spend the total approved funding amount, why not? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3) For this project, please list volunteer hours and type of work (include pre-season hours):

cat grooming: 110.1  
snowmobile grooming: 25  
trail maintenance: 213  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## Trails and Map Miles Summary

**1. Show actual grooming information for last winter season.**

<b>TRAIL GROOMING MILES</b> <i>List the trail grooming miles for each trail system groomed.</i>							
Trail Name or Road Number	From which Sno-Park	Map Miles	Trip Miles	Trips per Week	Trips Per Season	Total Miles	
92 Rd to CC Hunt	Upper	4.93	9.86	1	12	94.5	
1 Rd to High Hunt, SB+Yurt	Upper	13.42	13.42	1	16	233.9	
<i>TOTAL grooming miles for trail systems listed above:</i>				<b>Actual 23-24</b> 328.4 miles			

**2. Show requested grooming information for next winter season.**

<b>TRAIL GROOMING MILES ADJUSTED FOR 2024-2025</b> <i>(16-week season)</i>							
<ul style="list-style-type: none"> <li>▪ List any grooming changes for next season. If no changes leave blank.</li> <li>▪ Total miles should not change from previous season. Use priority 5 Application for new funding increases.</li> <li>▪ Grooming schedules will be required by <b>October 18, 2024.</b></li> </ul>							
Trail Name or Road Number	From which Sno-Park	Map Miles	Trip Miles	Trips per Week	Trips Per Season	Total Miles	
<i>TOTAL grooming miles for trail systems listed above:</i>				<b>Proposed 24-25</b> 328.4 miles			



## COST SUMMARY

FOR ONGOING TRAIL GROOMING AND HAULING TRUCK FUNDING ONLY

**NOTE: ORIGINAL APPLICATION ON FILE, ONLY UPDATE FIELDS WITH CHANGES SINCE LAST SEASON.**

PROJECT TYPE <b>Trail Grooming (&amp; Hauling Truck)</b>	AGENCY	TELEPHONE NUMBER (      )
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(A) THROUGH (E) BELOW IS OPTIONAL FOR SPONSORING CLUB/COUNCILS FILLING OUT THIS APPLICATION:

- (A) **TYPE OF COST** – ITEMIZE ALL COST TYPES, i.e., salaries, maintenance, construction, equipment, supplies, etc.
- (B) **PROGRAM FUNDS BEING REQUESTED** – DOLLAR AMOUNT FOR EACH COST TYPE.
- (C) **NATURE OF MATCHING, COST SHARING OR VOLUNTEER SERVICES PROVIDED** – EXPLAIN WHAT SUCH SERVICES ARE.
- (D) **VALUE OF MATCHING, COST SHARING OR VOLUNTEER SERVICES PROVIDED** – ESTIMATE THE VALUE OF SUCH SERVICES.
- (E) **SOURCE OF MATCHING, COST SHARING FUNDS OR VOLUNTEER SERVICES PROVIDED** – IDENTIFY WHETHER THEY ARE COUNTY/STATE GENERAL FUNDS, FEDERAL AGENCY FUNDS, LOCAL CLUB FUNDS, VOLUNTEER HOURS, ETC.

Type of Cost (A)	Grooming Funds Requested (B)	Hauling Truck Funds Requested (B)	Nature of Matching/Cost Sharing Funds or Volunteer Service Provided (C) *	Value of (C) (D) *	Source of Matching/Cost Sharing Funds or Volunteer Service Provided (E) *
Operator Salary/Benefits	\$		110.1 hours	\$ 13,212	MTA
Program Administration	\$			\$	
Postage/Telephone	\$			\$	
Snow Cat Maintenance/Parts/Labor	\$			\$	
Hauling Truck Maintenance/Parts/Lab	\$	\$		\$	
Fuel, oil, grease	\$ 1,500	\$		\$	
Storage (Rental)	\$			\$	
Trail Maintenance	\$			\$	
Signing	\$			\$	
Miscellaneous (explain)	\$			\$	
	\$			\$	
<b>TOTALS</b> (enter totals from Page 1)	\$ 1,500	\$		\$ 13,212	

Any major snow cat breakdowns? Yes/No <input checked="" type="checkbox"/>	Length of down time? <input checked="" type="checkbox"/>	Explain type of breakdown:
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What type(s) of snow groomer(s) are currently being used?

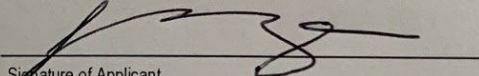
Make	Model	Year	Season Beg Hrs	Season End Hrs	Season Total Hrs
Piston Bully	PB100				74.3
Piston Bully	PB100				7.9
Piston Bully	PB70				27.9



## Agreement

*In the event funding is recommended by the Snowmobile Advisory Committee for continued grooming of snowmobile trails, or by the Winter Recreation Advisory Committee for continued grooming of non-motorized trails, and approved by State Parks, either an existing Purchased Services Contract will be modified to reflect the approved budget, or a new Purchased Services Contract will be awarded through a public bidding process. In some instances, a grant will be awarded provided the Applicant meets Program requirements.*

*The applicant certifies that, to the best of his/her knowledge, the information in this application is true and correct.*

  
\_\_\_\_\_  
Signature of Applicant

*Elitsa Kotsakova, Treasurer*  
\_\_\_\_\_  
Printed Name and Title of Applicant

*06/01/24*  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Grooming Council Representative

\_\_\_\_\_  
Printed Name and Title of Grooming Council Rep.

\_\_\_\_\_  
Date

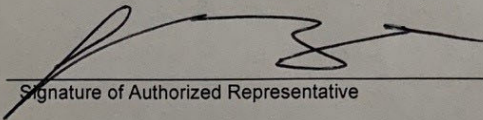
### List of Landowner Permission Documents

You are required to obtain written permission from all landowners for WA State Parks and Recreation Commission to provide winter recreational services on land which this project will occur. The landowners must include approval of each groomed trail route and verification of the number of miles of groomed trails. Each landowner must complete the *Winter Recreation Use Permit* (see following pages). This must be submitted either with the application or by the due date.

Land owner permission documents are attached from the following landowners:

Owners	Number of miles
1. Department of Natural Resources	119
2. Nisqually Land Trust	5
3.	
4.	
5.	
6.	
7.	

I hereby certify that all appropriate landowners have been asked for their permission to use their land for winter recreation activities, and that their permission documents have been signed and they are either attached or received by June 1.

  
\_\_\_\_\_  
Signature of Authorized Representative

Elitsa Kotsakova, Treasurer  
\_\_\_\_\_  
Printed Name and Title

06/01/2024  
\_\_\_\_\_  
Date

**PLEASE NOTE:**  
COPY OF ORIGINAL DOCUMENTS MUST BE ATTACHED.  
ALL DOCUMENTS MUST BE CURRENT.





STATE OF WASHINGTON  
 WASHINGTON STATE PARKS AND RECREATION COMMISSION  
 1111 Israel Road SW P. O. Box 42650 Olympia, Washington 98504-2650 (360) 902-8500

Date: 4/4/2024
Landowner: Washington State Department of Natural Resources – South Puget Sound Region
Address: 950 Farman Avenue North, Enumclaw WA 98022
Land Description: Public access at sno-parks, and snow trails for winter recreation.

<i>To be completed by applicant.</i>
<i>Project Name: 92 Road and 1 Road Sno-Parks: MTTA Trail Grooming</i>

**WINTER RECREATION USE PERMIT**

The Washington State Parks and Recreation Commission is required by statute to have landowner permission for winter recreation activities funded by the Commission on public and private lands.

*RCW 79A.05.225(1) Plan, construct, and maintain suitable facilities for winter recreational activities on lands administered or acquired by the commission or as authorized on lands administered by other public agencies or private landowners by agreement.*

RCW 4.24.200 and RCW 4.24.210 limit landowner liability.

RCW 4.24.200:

*The purpose of **RCW 4.24.200** and **4.24.210** is to encourage owners or others in lawful possession and control of land and water areas or channels to make them available to the public for recreational purposes by limiting their liability toward persons entering thereon and toward persons who may be injured or otherwise damaged by the acts or omissions of persons entering thereon.*

Please sign and date below.

*By my signature, I do hereby grant permission for winter recreational activities to occur on my land, that are funded by the Washington State Parks and Recreation Commission, from date signed below to terminate on the **30th** day of **April** of **2025**.*

*Don Melton*  
 \_\_\_\_\_  
 Agency/Landowner

4/12/2024  
 \_\_\_\_\_  
 Date

**RCW 4.24.210**

**Liability of owners or others in possession of land and water areas for injuries to recreation users—Known dangerous artificial latent conditions—Other limitations**

(1) Except as otherwise provided in subsection (3) or (4) of this section, any public or private landowners, hydroelectric project owners, or others in lawful possession and control of any lands whether designated resource, rural, or urban, or water areas or channels and lands adjacent to such areas or channels, who allow members of the public to use them for the purposes of outdoor recreation, which term includes, but is not limited to, the cutting, gathering, and removing of firewood by private persons for their personal use without purchasing the firewood from the landowner, hunting, fishing, camping, picnicking, swimming, hiking, bicycling, skateboarding or other non-motorized wheel-based activities, aviation activities including, but not limited to, the operation of airplanes, ultra-light airplanes, hang gliders, parachutes, and paragliders, rock climbing, the riding of horses or other animals, clam digging, pleasure driving of off-road vehicles, snowmobiles, and other vehicles, boating, kayaking, canoeing, rafting, nature study, winter or water sports, viewing or enjoying historical, archaeological, scenic, or scientific sites, without charging a fee of any kind therefor, shall not be liable for unintentional injuries to such users.

(2) Except as otherwise provided in subsection (3) or (4) of this section, any public or private landowner or others in lawful possession and control of any lands whether rural or urban, or water areas or channels and lands adjacent to such areas or channels, who offer or allow such land to be used for purposes of a fish or wildlife cooperative project, or allow access to such land for cleanup of litter or other solid waste, shall not be liable for unintentional injuries to any volunteer group or to any other users.

(3) Any public or private landowner, or others in lawful possession and control of the land, may charge an administrative fee of up to twenty-five dollars for the cutting, gathering, and removing of firewood from the land.

(4)(a) Nothing in this section shall prevent the liability of a landowner or others in lawful possession and control for injuries sustained to users by reason of a known dangerous artificial latent condition for which warning signs have not been conspicuously posted.

(i) A fixed anchor used in rock climbing and put in place by someone other than a landowner is not a known dangerous artificial latent condition and a landowner under subsection (1) of this section shall not be liable for unintentional injuries resulting from the condition or use of such an anchor.

(ii) Releasing water or flows and making waterways or channels available for kayaking, canoeing, or rafting purposes pursuant to and in substantial compliance with a hydroelectric license issued by the federal energy regulatory commission, and making



STATE OF WASHINGTON  
WASHINGTON STATE PARKS AND RECREATION COMMISSION  
1111 Israel Road SW P. O. Box 42650 Olympia, Washington 98504-2650 (360) 902-8500

adjacent lands available for purposes of allowing viewing of such activities, does not create a known dangerous artificial latent condition and hydroelectric project owners under subsection (1) of this section shall not be liable for unintentional injuries to the recreational users and observers resulting from such releases and activities.

(b) Nothing in RCW [4.24.200](#) and this section limits or expands in any way the doctrine of attractive nuisance.

(c) Usage by members of the public, volunteer groups, or other users is permissive and does not support any claim of adverse possession.

(5) For purposes of this section, the following are not fees:

(a) A license or permit issued for statewide use under authority of chapter [79A.05](#) RCW or Title [77](#) RCW;

(b) A pass or permit issued under RCW [79A.80.020](#), [79A.80.030](#), or [79A.80.040](#);

(c) A daily charge not to exceed twenty dollars per person, per day, for access to a publicly owned ORV sports park, as defined in RCW [46.09.310](#), or other public facility accessed by a highway, street, or nonhighway road for the purposes of off-road vehicle use; and

(d) Payments to landowners for public access from state, local, or nonprofit organizations established under department of fish and wildlife cooperative public access agreements if the landowner does not charge a fee to access the land subject to the cooperative agreement.

**ACCESS AGREEMENT**  
**Between**  
**Nisqually Land Trust and Mount Tahoma Trails Association**  
**Ski Season Trail Access & Maintenance Activities**

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This ACCESS AGREEMENT (“Agreement”) is made by and between the Nisqually Land Trust (“Land Trust”), whose mailing address is 1420 Marvin Rd. NE; Lacey WA 98516-3878 and the Mount Tahoma Trails Association (“Permittee”), whose address is PO Box 206; Ashford WA 98304. The Agreement period is from October 31, 2021 through May 31, 2037.

This Agreement grants the Permittee the non-exclusive permission to use the specified roads on Land Trust property for cross country skiing, snowshoeing, trail grooming and maintenance activities. This Agreement is specifically related to activities identified in the 2017 Lease Agreement between the Nisqually Land Trust and the Mount Tahoma Trails Association.

The MTTA north district cross-country ski trail system is a hut to hut ski trail system in the Ashford area. The north district is open to skiers during the winter – typically November 15 - April 15. Part of the Rainier Vista Trail (on the 453 Road), the Valley Vista Trail (on the 45 and 453 Roads), the spur trail to the Copper Creek Hut (458 Road), the maintenance access road (on the 45 Road) and the Copper Creek Hut are within the Land Trust’s Mount Rainier Gateway Forest Reserve.

Management of the Forest Reserve is in accordance with the conservation easements held by the Washington Department of Natural Resources (DNR) on these properties which were acquired by the Land Trust through Cooperative Endangered Species Conservation Fund grants. The primary purpose of the grants is to conserve habitat for federally-designated endangered and threatened species. Accordingly, these properties are being managed for the benefit of northern spotted owls (*Strix occidentalis*) and marbled murrelets (*Brachyramphus marmoratus*). The seasons identified in this agreement reflect the endangered species guidelines set by the US Fish and Wildlife Service.

The MTTA ski trails are an existing use and the current lease for the location of the Copper Creek Hut extends thru May 2037. This lease includes access over the roads mentioned above. MTTA activities on Land Trust property will be as follows:

- The MTTA season typically extends from November 15<sup>th</sup> through April 15<sup>th</sup>; actual trail use is weather dependent. Use of the ski trails by skiers, snowshoers and hikers will start no earlier than November 1<sup>st</sup> and end no later than April 15<sup>th</sup>.
- Trail grooming will start no earlier than November 1<sup>st</sup> and may start when there is a minimum of two feet of snow on the ground. Ski trails are groomed using diesel Sno-Cats and 4-cycle snowmobiles. MTTA volunteers run the grooming equipment to keep the trails passable for skiers. At the end of the ski season, no later than April 15<sup>th</sup>, all grooming equipment will be moved to the summer storage area on the 45 Road.
  - Valley Vista Trail: Grooming will end no later than March 15<sup>th</sup> on the Valley Vista Trail. Grooming on the Valley Vista Trail will be during daylight hours only.
  - Rainier Vista Trail and Copper Creek Hut Access: Grooming will end no later than March 31<sup>st</sup>. Grooming in these areas will be on an as needed basis and may include grooming during dark hours when necessary.
- Pets are prohibited to minimize impacts on wildlife. Service animals as defined by the Americans with Disabilities Act that are individually trained to do work or perform tasks for a person with a disability are allowed.
- The MTTA will work with trail users to ensure that there is no littering, no off-trail use, no feeding of wildlife, and good garbage management on Land Trust property.

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- Hut, trail, and equipment maintenance activities occurring outside of the ski season will be scheduled to minimize impacts to wildlife during the nesting and rearing season. All maintenance activities will take place during daylight hours.
  - Between April 16<sup>th</sup> and July 15<sup>th</sup>, trips to check hut security or perform hut maintenance activities will be limited to no more than four days per month.
  - Between July 16<sup>th</sup> and September 15<sup>th</sup>, trips to check hut security or perform hut maintenance activities will be limited to no more than ten days per month.
  - Between September 16<sup>th</sup> and October 31<sup>st</sup>, daily trips are permitted to check hut security or perform hut maintenance activities.
  - Maintenance of grooming equipment will be done at the summer storage area.
  - All MTTA maintenance work along the ski trails on Land Trust property will be done between September 15<sup>th</sup> and October 30<sup>th</sup>. Trail maintenance may include use of motorized hand tools including chain saws and brush trimmers. Any maintenance requiring large equipment must be reviewed and approved by the Land Trust.
- All internal gates should be kept closed and locked between April 15<sup>th</sup> and October 31<sup>st</sup>. The entrance gate on the 45 Road will be kept closed and locked throughout the year.

**Nisqually Land Trust**

  
By: Jeanette Dorner, Executive Director

Date: 1/28/2022

**Mt. Tahoma Trails Association**

  
By: Patrick Lamie, President

Date: 26 Jan 2022



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

**1. GRANT**

The Land Trust does hereby grant to Permittee, 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 activities described in Exhibit C attached hereto (the “Operations”).

**2. TERM**

The term of this Agreement shall be effective on October 31, 2021 and shall terminate on the earlier of (i) May 31, 2037, or (ii) the completion of 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, the Land Trust may immediately terminate this Agreement at any time, with or without notice.

**3. CONSIDERATION**

For and in consideration for the rights granted under this Permit, Permittee shall pay the sum of \$0 (zero dollars) upon execution of this Agreement.

**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 Agreement 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.” The Land Trust makes no 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, its employees, contractors, subcontractors, agents, invitees, licensees 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 that 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 the Land Trust would not have granted this Agreement without such an express assumption of all risks by Permittee.

**5. INDEMNIFICATION.**

5.1 Notwithstanding anything herein to the contrary, Permittee agrees to indemnify, defend and hold harmless the Land Trust and its partners, the Premises, and the Land Trust’s property from any and all costs, expenses, damages, penalties, liens, charges, claims, injuries, environmental cleanup or remediation obligations, demands or liabilities whatsoever, whether direct, contingent or consequential (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 servants, employees, subcontractors, agents, permittees, invitees, independent contractors and/ or assigns (“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

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Indemnified Parties, the Premises, or the Land Trust's property 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 the Land Trust 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, or the Land Trust's property 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, or the Land Trust's property in any such action, suit or legal proceeding which may result therefrom.

- 5.2 Without limiting the foregoing, in the event of assertion of any Claim against the Indemnified Parties, the Premises, or the Land Trust's property, Permittee agrees that within three (3) days after notice from the Land Trust to do so, Permittee shall either cause the satisfaction, discharge or release of any such claim, or deposit with the Land Trust cash or a corporate surety bond conditioned on satisfaction, release or discharge of such claim, plus such additional reasonable sum as the Land Trust specifies in such notice for anticipated expenses of the Land Trust in connection with such claim, such cash deposit or surety bond to be held by the Land Trust until such claim is satisfied, discharged or released.
- 5.3 Without limiting the generality of the foregoing, Permittee assumes liability for actions brought by any of Permittee's Responsible 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 the Land Trust 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.

**6. INSURANCE REQUIREMENTS**

Before commencing Operations and at all time that this Agreement is in effect, Permittee and Permittee's Responsible Parties shall comply with the insurance requirements described in Exhibit D 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").
- 7.2 Permittee shall, at its sole cost and expense, be responsible for any 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 the Land Trust 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

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materials, in conjunction with Permittee's activities pursuant to this Agreement comply with all applicable federal, state and local laws, rules and regulations. Upon request, Permittee shall provide evidence satisfactory to the Land Trust 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 the Land Trust 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 the Land Trust, or any state or federal forestry officials, such suspension is required because of a significant fire hazard. Permittee shall promptly notify the Land Trust 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 the Land Trust.
- 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 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 Agreement or any law, rule or regulation relating to fire prevention or fire suppression.

**9. USE AND MAINTENANCE OF PREMISES**

- 9.1 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, or otherwise remove timber, or any other natural resource, located on the Premises or otherwise belonging to the Land Trust, without the Land Trust'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 the Land Trust 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 the Land Trust 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 the Land Trust will incur by reason of such a trespass.
- 9.3 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 the Land Trust. Prior to conducting any construction, alteration or repair, Permittee must submit the design, specifications and location of such activities to the Land Trust 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.

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- 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 the Land Trust's prior written consent; or (iii) load any trucks on any road on the Premises without the Land Trust's prior written consent.
- 9.5 This Agreement shall be subject to, and Permittee shall comply with, the speed limits, traffic control and other regulations promulgated from time to time by the Land Trust or any governmental agency having jurisdiction over the Premises. The Land Trust 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 the Land Trust. No gates will be blocked. Permittee will not operate any wheeled or tracked vehicle off existing roads or specified trails. Permittee 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, 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 the Land Trust, Permittee shall (i) 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; (ii)

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- comply with any reasonable recommendations by the insurance carrier of either the Land Trust or Permittee relating to the use by Permittee on the Premises of such hazardous materials; (iii) refrain from unlawfully disposing of or allowing the disposal of any hazardous materials upon, within, about or under the Premises; and (iv) 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 or any and every kind whatsoever (including attorneys' 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 for 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 (i) immediately notify the Land Trust about such spill or release, and (ii) 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 Agreement.

**11. TERMINATION FOR BREACH**

If Permittee breaches any of its obligations under this Agreement or any other agreement to which Permittee is a party with the Land Trust, the Land Trust may terminate this Agreement immediately, without notice to Permittee. Upon termination under this Section 11, the Land Trust 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 Agreement, 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 Agreement, the Land Trust shall have the



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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 Agreement shall survive the expiration or termination of this Agreement. All provisions of this Agreement that contemplate performance after the expiration or termination of this Agreement, 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 the Agreement 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 Agreement without the consent of the Land Trust, which the Land Trust may withhold, condition or delay in their sole and absolute discretion.
- 13.4 Notices. All notices under this Agreement 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 or 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 noticed 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 Agreement, 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 Agreement 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 Agreement shall be binding on a Party unless it is set forth in writing and signed by such Party.
- 13.6 Amendment. This Agreement 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 or any nature whatsoever (including any proceeding under the U.S. Bankruptcy Code) is instituted in connection with this Agreement 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 proved by law.
- 13.8 Integration. This Agreement 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

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- that there are not agreements or representations relating to the subject matter of this Agreement, either written or oral, express or implied, that are not set forth in this Agreement or in the Schedules to this Agreement.
- 13.9 Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington (without regard to the principles thereof relating to conflicts of laws); venue shall be in Pierce County, Washington.
- 13.10 Construction and Interpretation. The headings or titles of the sections of this Agreement are intended for ease of reference only and shall have not effect whatsoever on the construction or interpretation of any provision of this Agreement; references herein to sections are to sections of this Agreement unless otherwise specified. Meanings of defined terms used in this Agreement 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 Agreement as a whole and not to any particular provision of this Agreement, (ii) the term “this transaction” refers to the transaction(s) contemplated by this Agreement, and (iii) the term “including” is not limiting and means “including without limitation.” In the event any period of time specified in this Agreement ends on a day other than a business day, such period shall be extended to the next following business day. All provisions of this Agreement have been negotiated at arm’s length and this Agreement shall not be construed for or against any Party by reason for 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 Agreement is invalid or unenforceable, the court’s determination should not affect the validity or enforceability of the remaining provisions of this Agreement. In such event, this Agreement 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 Agreement to the extent that it is otherwise enforceable under the laws of any other applicable jurisdiction.
- 13.12 Execution and Authority. This Agreement 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 Agreement that is transmitted by facsimile as constituting a duly authorized, irrevocable, actual, current delivery of this Agreement with the original ink signature of the transmitting Party. This Agreement 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 Agreement on behalf of a Party warrants his or her authority to do so.
- 13.13 Recitals, Exhibits and Schedules. The Recitals to this Agreement and any Schedules or Exhibits attached to this Agreement 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 Agreement.
- 13.15 No Third Party Beneficiaries. This Agreement 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 not 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 Agreement.
- 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.

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- 13.17 Time is of the Essence. Time is of the essence with respect to all terms, provisions, covenants, and conditions contained in this Agreement.
- 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 Agreement); 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 commercial 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, it 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 Contractor’s obligations under this Agreement, and for any default on the part of one or more of the persons or entities comprising Permittee.
- 13.20 Equal Opportunity Employer. Permittee warrants that with respect to terms and conditions of employment, including but not limited to hiring, promotions, wages, hours, and fringe benefits, purchaser will not discriminate against any person on the basis of race, physical or mental handicap, creed, religion, sex, or national origin.
- 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.

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**Exhibit A**  
**Description of the Premises**

Portions of Sections 22, 23, and 24, Township 15N, Range 06E, Willamette Meridian.

Ski Hut: located on the 45-8 Road, in the NW  $\frac{1}{4}$  of Section 24.

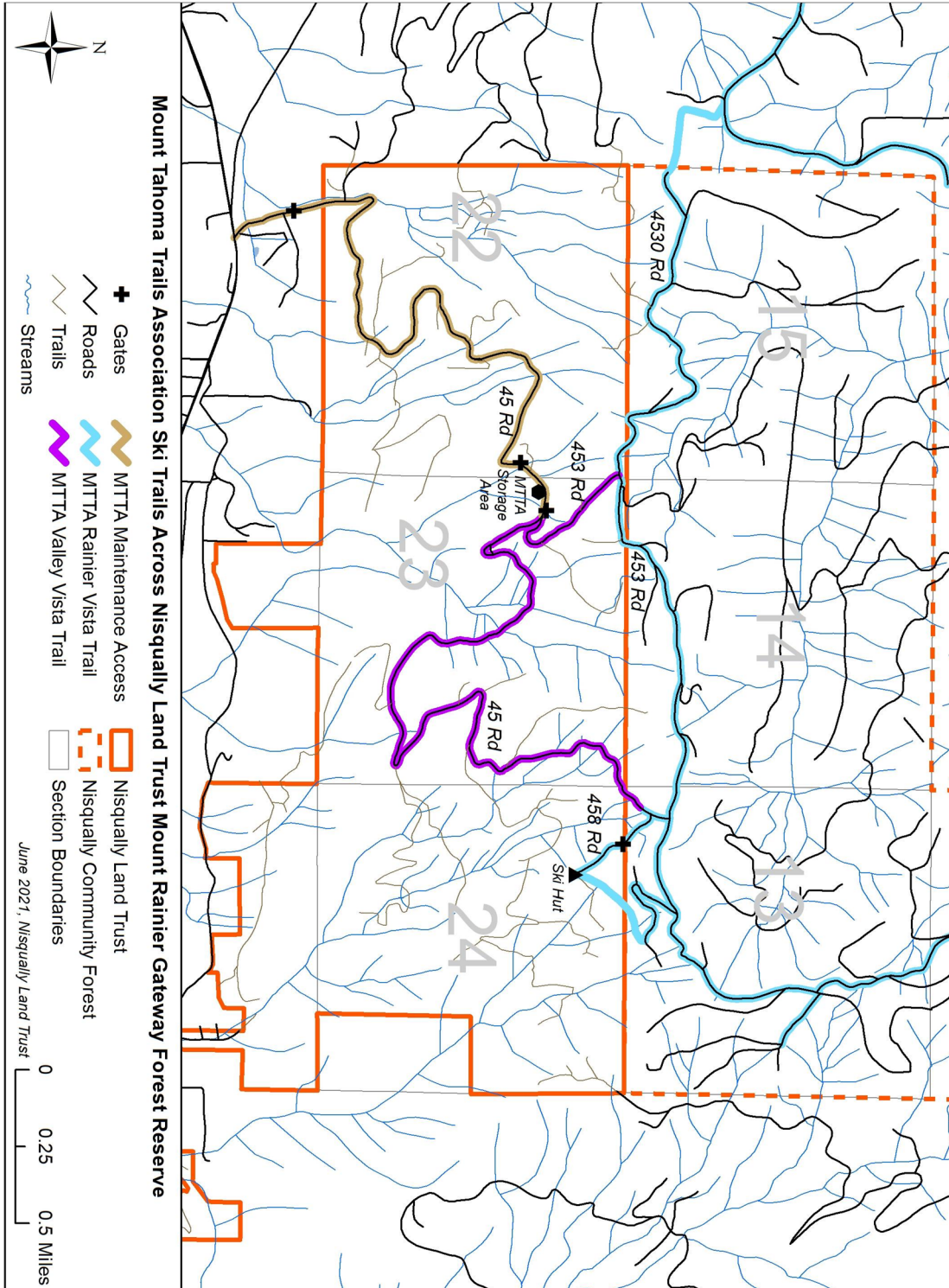
The Ski Trail on Land Trust property is limited to the roads as described:

- The Rainier Vista Trail, on the 453 and 4530 Roads, crosses portions of Sections 22 and 23.
- The Valley Vista Trail, on the 45 and 453 Roads, crosses a portions of Section 23.
- Access to the Copper Creek Ski Hut, on the 45-8 Road, crosses a portion of Section 24.

Maintenance and related activities are limited to the Premises as described. Access to the Premises, specifically for maintenance activities, includes that portion of the 45 Road from the junction of State Highway 706, through the Ashford Gate to The Trail at the 45-3 Road junction. The 45 Road passes onto Land Trust property at the south edge of Section 22. The portion of the 45 Road that is south of Section 22 and the Ashford Gate are on property owned by Pierce County.

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**Exhibit B**  
**Map of the Premises – Mount Tahoma Trails Association Trail**



**ACCESS AGREEMENT**  
**Between**  
**Nisqually Land Trust and Mount Tahoma Trails Association**  
**Ski Season Trail Access & Maintenance Activities**

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**Exhibit C**  
**MTTA Operations on the Premises**

The subject premises lie within Sections 22, 23, and 24, Township 15N, Range 06E, Willamette Meridian, are further defined in Exhibit A, and are additionally described as lying within the MTTA North District. The MTTA North District cross-country ski trail system is a hut-to-hut ski trail system in the Ashford area. A portion of the MTTA North District trails, and the Copper Creek Hut, are within the Land Trust's Mount Rainier Gateway Forest Reserve.

MTTA Operations on these premises (Operations) use specified roads on Land Trust property to provide public access for cross country skiing, snowshoeing, and hiking. MTTA activities to support public access in the North District operations include snow plowing to the snopark areas, trail grooming and maintenance activities. This Access Agreement is specifically related to activities identified in the 2017 Lease Agreement between the Nisqually Land Trust and the Mount Tahoma Trails Association. All vehicle use and recreational access associated with MTTA Operations shall be in compliance with the Road Use Rules included in Exhibit E.

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**Exhibit D**

**Insurance Requirements**

Before commencing Operations, Permittee, 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.

**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 the Land Trust. 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 Permittee’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 the Land Trust in the Land Trust’s sole and absolute discretion and certificates of insurance evidencing the coverage required shall be provided to the Land Trust 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 Permittee’s operations must also meet the same insurance requirements provided in this Exhibit, and Permittee is responsible to ensure that these requirements are met. Permittee will supply the Land Trust with evidence of insurance indicating Permittee’s compliance with these insurance requirements (Acord 25-S or in such other form as the Land Trust may deem acceptable), together with copies of all required endorsements. In the event Permittee fails to supply the Land Trust with such evidence within five (5) business days after receiving such request, the Land Trust may immediately terminate this Agreement without further action.

Permittee shall also carry state or private industrial accident insurance covering Permittee and all its employees that must fully comply with State and Federal Employment and Workers’ Compensation laws. Permittee’s employer’s liability insurance will cover Permittee and all of its employees and will have minimum limits of One Million Dollars (\$1,000,000) per occurrence. The premiums, deductibles and other costs for all insurance required under this Agreement shall be the obligation of and paid for by Permittee and/or its subcontractors.

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**Exhibit E**  
**Road Use Rules**

- All Users must abide by these rules. Any User found in violation of this Agreement or the Road Use Rules shall be charged with trespass, and will be prosecuted to the fullest extent of the law.
- All Users shall have headlights turned on at all times while traveling on the Land Trust lands.
- All Users shall strictly observe all posted speed limits. In the absence of a posted speed, the maximum speed is 30 MPH on straight-aways and 15 MPH on curves. All Users shall drive safely at all times, stay to the right and be able to stop within half of the site distance.
- Each User Passenger Vehicle must have a valid, authorized copy of the front page (signature page) of this Agreement.
- Recreational activities on Land Trust Premises by Users are limited to the activities listed in this Agreement.
- Users shall have and maintain all vehicular equipment in good and safe operating condition. Users will not operate any highway vehicle off existing roads. Off-road vehicle use is strictly limited to grooming of identified trails.
- Users shall suspend use of roads whenever such use, due to weather or other conditions will cause excessive damage to Land Trust roads. Users shall be liable for any excessive damage to roads caused by Users' failure to reasonably suspend use during such conditions.
- Users shall not operate tracked equipment on roads or bridges.
- Users shall not, without Land Trust permission, operate equipment on roads that is not capable of being legally used on public roads.
- Users acknowledge that Land Trust managed roads are private but that Users will comply with standards that are similar to those enforced on public roads.
- Users shall carry spill kits on Land Trust lands.