

## WATERSHED TRAILS LICENSE AGREEMENT

THIS WATERSHED TRAILS LICENSE AGREEMENT is made and entered into this 02<sup>nd</sup> day of June, 2023 by and between the City of Sandpoint, a municipal Corporation of the State of Idaho (hereinafter, "City"), and Pend Oreille Pedalers Inc. (hereinafter "POP").

### RECITALS

WHEREAS: City holds title to certain real property within the area commonly known as the Little Sand Creek Watershed, which property lies to the West of Sandpoint and which watershed is a drinking water source for the greater Sandpoint region;

WHEREAS: City is dedicated to the management of its lands;

WHEREAS: City is dedicated to maintaining the highest quality of water and environmental health in the Little Sand Creek Watershed;

WHEREAS: POP is a corporation formed for the specific charitable, educational, and nonprofit purpose of: (1) building and maintaining recreational trails in Bonner County, and (2) promoting cycling in the region;

WHEREAS: POP desires to build trails in a maintainable and socially responsible manner in the Little Sand Creek Watershed;

WHEREAS: POP will be responsible for ongoing care and maintenance of the existing Watershed Crest and Lower Basin Trails, as set forth herein;

WHEREAS: The purpose of this License Agreement is to document the intended cooperation between the parties for the construction, maintenance, and preservation of selected aspects of the Trails as they lie within the Little Sand Creek Watershed;

WHEREAS: This License Agreement supersedes all previous License Agreements between the City of Sandpoint and Pend Oreille Pedalers, Inc.

NOW THEREFORE: In consideration of the above recitals and the mutual covenants hereinafter set forth, the parties agree as follows:

- Description of Property:** The real properties to which this License Agreement pertains are described as parcels numbered RP58N03W250001A, RP57N03W020001A, RP57N03W010002A, RP57N02W062400A, RP57N02W060600A, RP58N02W299001A, RP58N02W288550A, RP58N02W330003A, RP58N02W344800A, and RP57N02W040602A according to tax records of Bonner County, Idaho, (hereinafter, "Property"), which Property is collectively more commonly known as the Little Sand Creek Watershed (hereinafter, "Watershed"), and which Property is indicated on the attached **Exhibit A**.
- Description of Trail :** The current Watershed Crest Trail is indicated on **Exhibit B**. The Watershed Crest Trail shall hereinafter be referred to as the "WC Trail". The Lower Basin trails are indicated on **Exhibit C**. The Lower Basin Trails shall hereinafter be referred to as the "LB Trails" and collectively, they shall be referred to as "Trails". The Trails are more specifically identified as those improved portions of a

pathway over and across the real Property described hereinabove, including any appurtenances or improvements located thereon from time to time during the term of this License Agreement.

3. **Term and Termination:** The initial term of this License Agreement shall commence on June 02, 2023 and terminate one (1) year thereafter, June 01, 2024. This License Agreement may be terminated at any time, without cause, by either party giving notice in writing of the intent to terminate to the other party not less than thirty (30) days prior to the intended date of termination.
4. **Trail Maintenance:** "Maintain" means to keep in an existing state, preserve from failure. Prior to initial occupancy and/or commencement of use, POP shall participate in an inspection of the Premises with the City for the purpose of identifying the condition of the Premises and permitted areas of use. POP shall provide City with a proposed **Trails Maintenance Management Plan**. The Trails Maintenance Management Plan is intended to document "general care" and seasonal cleanup. The maintenance plan will not describe new construction activities, such as structure replacement, significant tread work (involving an excavator or other machine-work), trail reroutes, or new trail features. For guidelines on all such work, or significant maintenance beyond general care, reference below under "Trail Maintenance Projects". This Plan is to be submitted and approved by the City prior to any maintenance and/ or construction activities.
5. **Maintenance Guidelines:** POP shall refer to and adhere to all available City of Sandpoint guidelines for trail maintenance including the Little Sand Creek Watershed Management Plan. In addition, the book titled "Managing Mountain Biking - International Mountain Bicycling Association's Guide to Providing Great Riding" 2007, is also recommended as a source for the maintenance of similar-use trails. The "Guidelines for a Quality Trail Experience" book (GQTE) is a reference material identified in the Little Sand Creek Watershed Management Plan and is recommended for use by POP when articulating all proposed work. The GQTE describes trails using objectives that generate a common language for user outcomes and trail features. Additionally, references shall also include the USFS Standard Trail Plan and other Federal and industry related trail guideline manuals. POP shall keep the City informed of any new available trail design and maintenance resources and at the end of fall season, review the maintenance practices of the City with the City.
6. **Trail Maintenance Projects:** Projects that are considered beyond general care are considered "**Trail Maintenance Projects**", including, but not limited to construction activities such as structure replacement, significant tread work (involving an excavator or other machine-work), trail reroutes, or new trail features. Such projects should be identified with advanced notice to the City as to allow for further review, and depending on the depth of scope, some projects may require a **Construction Permit**. An annual spring trail network inspection should occur with coordination between City Staff and POP to review all proposed trail maintenance projects. In addition, a **Maintenance Project Scope Proposal for each project** should be provided to the City as both a written and graphic proposal with notification describing site specific proposed maintenance project(s) to be completed, location and estimated date(s) for completion, at least 14 days prior to the anticipated start of work. Projects will not be approved without written authorization by the City. Upon completion of such activity, photographic "after" documentation shall be provided via email as evidence of completion of Work. When deemed necessary, City Staff may be required to inspect project prior to Final Acceptance of Work. No project work zone shall be re-opened to the Public until Final Acceptance of Work is provided in writing by City.

**New Construction Projects:** Projects that are considered beyond maintenance projects shall be identified in the adopted 2023 LSC Watershed Recreation Plan, and will require a more robust review process as identified in the plan and including, but not limited to, multiple agency reviews and permitting. Examples include new trail and trail head design and construction, new trail feature construction, and new bridge structures.

7. **Hazards:** POP shall contact City immediately if any hazards exist, including photographic documentation, if available, and location of hazard. Proper warning signs should be immediately installed around the area of hazard and public notice is to be provided at the direction of City. During maintenance procedures, adequate warning signs on trail head kiosks, trail closure on trail of impact and public announcement posting on POP's and the City's media outlets should occur whenever mechanical equipment (i.e. heavy equipment, snow machines, trucks, etc.) is to be used on the trails as a precautionary warning of potential hazards.

#### 8. **Priorities for Work:**

- a. **Immediate Priority:** First priority will always be given to obvious hazards, or conditions that could potentially pose risk to the safety of users. Such conditions cannot be simply enumerated or defined, but must be evaluated in the field on a case-by-case basis. Input from the public, as well as basic observations made during trail reviews, will drive the decision to take immediate action. In general, immediate priority tasks would include missing or broken bridge decking, deadfall across the trail, or other objects in or near the alignment that substantially impede or restrict user access. POP shall report all known incidents and trail review evaluations to the City.
- b. **Wildlife:** Wildlife including bear, moose, and wild cats (cougar, lynx, and mountain lions) are native to the region and observed throughout the year. Many of the POP trails overlap and potentially fragment their natural habitat. It is critical that trail users and POP volunteers become educated on recognizing wildlife habitat, safety protocols and conservation practices. Human interactions will likely occur and POP shall lead as stewards of the land to support the educational efforts for trail visitors about prevention, safety and how to respond in an interaction situation. Education shall include posting City-authorized wildlife warning educational signs at all trailheads, and in the event of a suspicious activity, such as a moose kill or threatening bear activity, public announcements shall be posted on all media outlets available to POP and shared with the City. It is strongly advised to avoid trails that may be located within moose calving areas, or in locations where other wildlife activity is observed. In all instances, POP shall coordinate with and refer to the Idaho Department of Fish and Game for best management recommendations. The City staff will assist with educating trail users, as well as in creating appropriate signage and public announcements on social media outlets. If an interaction occurs during maintenance and/or volunteer activities, the crew leader shall utilize safety protocols and report any incidents or observations directly to Idaho Department of Fish and Game, and then the City. Additionally, if wildlife interactions occur, trails may be temporarily closed or restricted access if recommended by the Idaho Department of Fish and Game in coordination with POP and the City. Protocols will be developed in conjunction with the LSC Watershed Recreation Master Plan implementation, anticipated to take effect in July 2023.

- c. **Routine or Regular Maintenance:** In conformance with the timing as set forth below in seasonal descriptions, regular maintenance will consist of clearing (deadfall and encroaching vegetation), basic tread smoothing and repairs, bridge and other structure inspection and repair, drainage feature installation and maintenance/repair, and trail reroutes.
  - d. **Deferred Maintenance:** This category encompasses all work that is not necessary for immediate trail function, but that should be completed in order to assure long-term trail or structure viability. Such tasks include, but are not limited to, resurfacing, regrading and compaction of gravel trails, smoothing and raking of natural surface trails, ongoing maintenance of structures (including repair or replacement of worn or cracked pieces, sign and kiosk repair, etc.), and major trail reroutes (usually to avoid perennially wet or boggy areas). It is generally understood that deferred maintenance projects would fall under the "Trail Maintenance Projects" category and would be described in more detail at time of project proposal.
9. **Season Maintenance:**
- a. **Spring/Summer Trail Maintenance:** performed by POP on any of the multi-purpose trails. In the spring (or at the time of snow-thaw), seasonal maintenance will typically include reviewing the overall trail conditions and clearing of deadfall or blow downs, starting at the trails that melt first and moving to those at higher elevations or less-exposed aspects, as conditions permit. Particular attention should be paid to erosion and runoff-created tread deterioration during this wettest time of the year. Typical spring maintenance will fall under the description of "general care" and not require pre-approval from the City. Continuing summer maintenance includes clearing of encroaching vegetation and overgrowth, reroutes and reconstruction, repair of drainage and tread issues, bridge and structure maintenance and repair, and where necessary, noxious weed control, or more substantial tread improvements requiring the use of mini-excavators. Some such work will fall under the description of "trail maintenance projects" and require 7-day notice prior to commencement of work and pre-approval from the City.
  - b. **Winter Trail Maintenance:** currently no winter trail maintenance occurs, however should POP desire to maintain trails during the winter season it shall confer with the City.
10. **Tools and Equipment:** POP shall be allowed to access the Trails with approved motor vehicles and to utilize power equipment and machinery to perform trail construction and maintenance. All motor vehicles, equipment, and machinery used in the Trails construction and maintenance shall be limited in operation and use to the Trails corridor only, it being understood that no such equipment shall otherwise be allowed to operate on any Property other than the Trails. Such equipment may use various petroleum products in the form of grease, fuel, and oil to operate properly. It is understood and agreed that no individual container for any such material shall exceed five gallons in capacity and no overnight storage of petroleum products shall be allowed within the watershed other than in approved containers, which shall be maintained in a non-leaking condition. No such petroleum product shall be construed as a Hazardous Material as hereinafter defined. In the event of a petroleum product spill by POP, POP shall immediately notify the City of the event and additionally, POP shall perform its best efforts to clean up the spill (with the use of high absorbent materials, which shall be kept on-site at all times during construction for the purpose of containing petroleum spills) and remove from the Property, any and all soil and materials affected by the contamination. POP shall provide its own tools and equipment as may be needed to perform all work required by POP under this License Agreement, none of which tools or equipment will be supplied by City unless City, in its sole discretion, is willing and offers to provide the same. In such event, although POP shall make

reasonable effort to protect City tools and equipment from loss, damage, destruction, or theft, POP shall not otherwise be liable for any such loss.

11. **Observance of Laws and Regulations:** POP shall comply with all local, state, and federal laws and regulations, including all environmental regulations and laws involving spillage and clean-up requirements for toxic materials of the City of Sandpoint, County of Bonner, State of Idaho, Panhandle Health District, and the United States of America, as such laws and regulations may govern the conduct of activities, occupation, or use of the Trails.
12. **Compensation:** Neither POP nor its officers, directors, members, employees, volunteers, or agents shall be entitled to compensation from City for work or labor performed under this License Agreement.
13. **Independent Contractor:** Neither POP nor its officers, directors, members, employees, volunteers, or agents of POP shall be an employee of City for any purpose. POP shall be deemed to be an independent contractor and all officers, directors, members, employees, volunteers, or agents of POP shall correspondingly be deemed to be the volunteers of POP. POP shall supervise all such on-site personnel, in its sole discretion, as it deems necessary to complete the work required under this License Agreement. On-site personnel shall include all individuals performing work, rendering services, or conducting activities on the Trail at the specific request or approval of POP. Any and all volunteers of POP shall be required to sign and submit a Volunteer Release of Liability form to City, a copy of which is attached hereto and incorporated herein by this reference as **Exhibit D**.

14. **Specific Obligations of POP:**

POP may make purchases to perform approved trail maintenance and construction activities which the City will reimburse upon receipt of required documentation, including invoices and/or receipts, up to a maximum amount of \$10,000 annually or as approved in the adopted City budget. The work is subject to the following:

- a. During construction, POP shall promptly remove and dispose of any and all incidental debris such as litter (bottles, drink containers, paper, etc.), equipment residue (filters, oil, grease cartridges, oil containers, etc.), broken equipment (discarded gloves, hoses, etc.), and any other waste material brought onto the Trails construction area by POP;
- b. Having on site, a self-contained and serviced portable toilet located at the Switchback 2 trail head;
- c. After construction and maintenance is complete, POP shall monitor the condition of the Trails, picking up and removing trash and unnatural debris from the pathway as well as removing brush and trees that impede the trail or imperil trail users; After seasonal weather changes and significant rainfall, POP shall monitor the condition of the Trails for drainage erosion or impacts to any drainage ways, and notify City of any significant concerns or potential sediment contamination in waterways, as well as make technical recommendations for repair if beyond normal wear and tear;

- d. Signage that designates the trail heads for each of the Trails and provides adequate navigational assistance, including trail maps and GPS referenced location identification markers shall be installed at all intersections and access/exit point;
- e. All signs shall be approved by City prior to installation;
- f. All disturbed land, re-routed or abandoned trails shall be restored and reclaimed to their natural state as further outlined in **Exhibit F, Trail Reclamation Standard**;
- g. POP shall submit digital copies of all completed volunteer waiver forms and a total annual volunteer count at the end of the fall season or December 1<sup>st</sup>, whichever comes first, for reporting purposes;
- h. POP shall provide technical support to City in determining the location and design of the trails with the planned ability level of the trail segment in accordance with the International Mountain Bike Association (IMBA) guidelines;
- i. Technical features and alignment changes must conform to IMBA guidelines or equal, as identified in the Little Sand Creek Watershed Recreation Plan (Concept Trails Plan Appendix A) and City approved designs;
- j. Train and supervise volunteers in appropriate construction and safety techniques in accordance with IMBA guidelines;
- k. Identify a crew leader and/or designated representative and provide cell phone contact information for work party events in case of an emergency;
- l. Coordinate work schedule and submit written work plan to City for approval in advance of work;
- m. Provide volunteers to assist with the inspection and hand-work maintenance of the trails;
- n. Ensure crew lead volunteers received training in trail inspection and maintenance responsibilities;
- o. POP volunteers are authorized to sculpt and/or removed downed trees found on the trail tread;
- p. Regarding use of chainsaws and tree removal by POP volunteers, only individuals who POP has designated as "Chainsaw Operators" will be allowed to operate chainsaws on City property;
- q. No live standing trees of native species over 8 inches in diameter will be cut without first receiving approval from City;
- r. Brush and small trees that are cut should be scattered at least 10 feet off of the trail and lopped up so that no portion extends more than 3 feet above the ground;

- s. Large trees 8 inches in diameter or greater that fall across the trail may be cut and limbed to clear passage for the trail, but the remaining portions of the trees should be left in place to the trail width design guidelines and provided it's safe to do so;
  - t. Prior to making any trail alignment changes, submit recommendations to City for any significant trail alignment changes that may be contemplated by POP in carrying out the volunteer duties as outlined in the Agreement. Changes that do not need City approval are within 10 feet of the existing trail centerline and shorter than 50 feet in length;
  - u. POP to provide City with a proposed Little Sand Creek Trails Maintenance Management Plan document. This Plan is to be submitted and approved by the City prior to any maintenance and/or construction activities; and
  - v. Adhering to City's Watershed Management Goals and Objectives as set forth on **Exhibit E**, a copy of which is attached hereto and incorporated herein by this reference.
15. **Specific Obligations of City:** In addition to performing its regular forest management activities City will:
- a. Consult and coordinate with POP for the performance of minor improvements to the Trails;
  - b. Approve location of all trails and all work, including construction methods, on City Property.
  - c. Purchasing and installing signage that provides information regarding the proper care of the Watershed including the prohibition against Trail users venturing off-trail into the Watershed;
  - d. Approval of all trail naming, difficulty rating, emergency response signage location, maps, kiosks, and other trail related signage and location within the trail corridor;
16. POP shall maintain all identified Emergency Response access and updated trail map with emergency locator georeferenced points and related signage. Biannual Emergency Response Training is intended to occur in the trail system and POP shall be available to lead as needed. Trail maps and signage to include all emergency access points and intersection locations with georeferenced points shall be provided and updated annually to the City and Emergency Medical Services.
17. **Use of Trails:** No motorized vehicles allowed on the Trails except as otherwise allowed under this License Agreement. No equines will be allowed on the Trails. The Trails are to be designed, constructed, and maintained for multi-use biking, hiking and other nonmotorized uses only, unless designated use is identified and approved by City, such as bike-only or hike only use.
18. **No Property Interest Created:** Nothing contained in this License Agreement shall be construed as creating in POP, including its officers, directors, members, employees, volunteers, or agents, any property interest in the Trails. Improvements placed on City property at the direction, or with the approval, of City become the property of City. All such improvements are subject to the regulations and administration of City. No part of this License Agreement entitles POP to any interest in the improvements other than the right to use them under the terms of this License Agreement.

19. **Assignment:** POP shall not assign or transfer this License Agreement, or any interest herein, without the prior written consent of City, and any such assignment shall not be deemed to be consent to any subsequent assignment. Any such assignment without such consent shall be void, and shall, at the option of City, terminate this License Agreement. Neither this License Agreement nor any interest of POP herein shall be subject to involuntary transfer or assignment by operation of law in any manner whatsoever, and any such involuntary transfer or assignment shall be void and of no effect and shall, at the option of City, likewise terminate this License Agreement.
20. **Notices:** All notices, requests, or demands as may be required to be given, made, or sent under this License Agreement shall be deemed to have been completed immediately if made in person or via Email, or after being deposited in the United States mail, postage prepaid, certified, with return receipt requested and addressed as follows:

TO CITY:	TO POP:
Attn.: City Clerk	Attn.: President
City of Sandpoint	Pend Oreille Pedalers, Inc.
1123 Lake Street	P.O. Box 2451
Sandpoint, Idaho 83864	Sandpoint, Idaho 83864
Email: <a href="mailto:cityclerk@sandpointidaho.gov">cityclerk@sandpointidaho.gov</a>	Email: <a href="mailto:info@pendoreillepedalers.com">info@pendoreillepedalers.com</a>

The address to which any notice, request, demand, or other writing may be given, made, or sent to either party may be changed by written notice given by such party as above provided.

21. **Liens:** POP shall pay and discharge as they become due, promptly and before delinquency, all debts, charges, assessments, or other obligations incurred for work or labor performed, services rendered, or materials provided by POP under this License Agreement, which debts could become a lien or charge on or against the Trails. POP shall keep the Trails and every part thereof free and clear of any and all mechanic's, material's, and other liens arising out of or in connection with any such work, services, or materials provided by POP under this License Agreement.
22. **Insurance:** At all times material hereto, at POP'S sole expense, shall keep and maintain a policy or policies of insurance covering losses resulting from general liability, personal injury and property loss, in amounts no less than \$1,000,000.00 per claim and \$2,000,000.00 in the aggregate, for any losses sustained as a result of performance of its duties and responsibilities under this Agreement, naming the City as an additional insured on each such policy or policies of insurance. POP shall provide the City with proof of such insurance for the entire term of this Agreement.

Any third party contractor hired by POP to perform any maintenance work as allowed under this Agreement shall provide same insurance certificates and requirements as required by POP. City to be named as Additional Insured and insurance certificates shall be provided and accepted by the City prior to commencing any work.

23. **Indemnification:**
- To the extent as provide by law, POP agrees to indemnify and hold harmless City, its officers, agents, and employees, from and against all damages, claims, losses, obligations, or liability

which arise out of, or are in any way related to, POP and/or its officers, agents, volunteers, contractors, and employees' acts, errors, or omissions under this Agreement.

b. Hazardous Materials.

(i) POP shall not cause or permit any Hazardous Materials (as hereinafter defined) to be brought upon, kept, or used in or about the Trails by POP, its agents, employees, contractors, or volunteers in a manner or for a purpose prohibited by or which could result in liability under any applicable law, regulation, rule, or ordinance. POP shall comply with all affirmative legal requirements concerning Hazardous Materials.

(ii) POP shall immediately notify City of any release of any Hazardous Materials that POP knows or has reason to believe has contacted or otherwise contaminated the Trails. In addition, POP shall use its best efforts to remediate the contamination of the Trails by any Hazardous Materials, which contamination was caused or effected by POP including its officers, directors, members, employees, volunteers, or agents.

c. Definition of "Hazardous Materials".

The term "Hazardous Materials" shall mean any toxic or hazardous substance, material or waste or any pollutant or contaminant or infectious or radioactive material, including but not limited to those substances, materials or wastes regulated under any of the following statutes or regulations promulgated thereto: (1) any "hazardous substance" within the meaning of the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. Section 9601 et seq. or any analogous state statute; (2) any "hazardous waste" within the meaning of the Resource Conservation and Recovery Act, 42U.S.C. §§ 6901 et seq.; (3) any "hazardous chemical substance or mixture" or "imminently hazardous chemical substance or mixture" within the meaning of the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq.; (4) any "hazardous air pollutant" within the meaning of the Federal Clean Air Act, 42 U.S.C. § 7400 et seq.; (5) any "toxic pollutant" within the meaning of the Federal Water Pollution Control Act, 33 U.S.C. § 1250 et seq.; (6) any "contaminant" within the meaning of the Safe Drinking Water Act, 42 U.S.C. § 300f et seq.; (7) asbestos; or (8) any other substance, chemical, waste, toxicant, pollutant or contaminant regulated by any federal, state or local law, statute, rule, regulation or ordinance for the protection of health or the environment.


24. **Waiver of Claims:** Except for loss, damage, injury, or death arising by reason of the negligence or misconduct of City, its agents, or employees, POP waives all claims against City for injuries to persons or property in or about the Trails from any cause arising at any time.

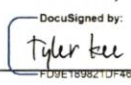
25. **Compliance with Law/Venue:** POP and any third party contractor(s) hired by POP as approved by City shall comply with all federal, state, and local laws governing performance of its obligations under this Agreement. The jurisdiction/venue for any action arising out of performance of this Agreement, or interpretation of its terms and conditions, shall be in the District Court in the First Judicial District of the State of Idaho, Bonner County.

26. **Attorneys' Fees:** Reasonable attorney fees and costs shall be awarded to the prevailing party in any action to enforce or interpret this Agreement, or to declare a termination or forfeiture thereof.

- 27. **Parties Bound:** The covenants and conditions herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators, and assigns of the parties hereto.
- 28. **Non-Discrimination:** POP, in conducting its activities pursuant to this License Agreement, shall not discriminate against any person because of race, gender, sexual orientation, religion, age, color, ancestry, or national origin by refusing to furnish such person accommodation, facility, privilege, or opportunity offered to members of the general public.
- 29. **Modification:** This License Agreement may not be modified unless such modification is in writing and signed by both parties to this License Agreement.
- 30. **Representative Capacity:** By signature below, each signatory certifies that they are authorized by their respective party to act in a representative capacity to bind such party for all matters related to this License Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Watershed Trails License Agreement, intending it to become effective the day and year first above written.

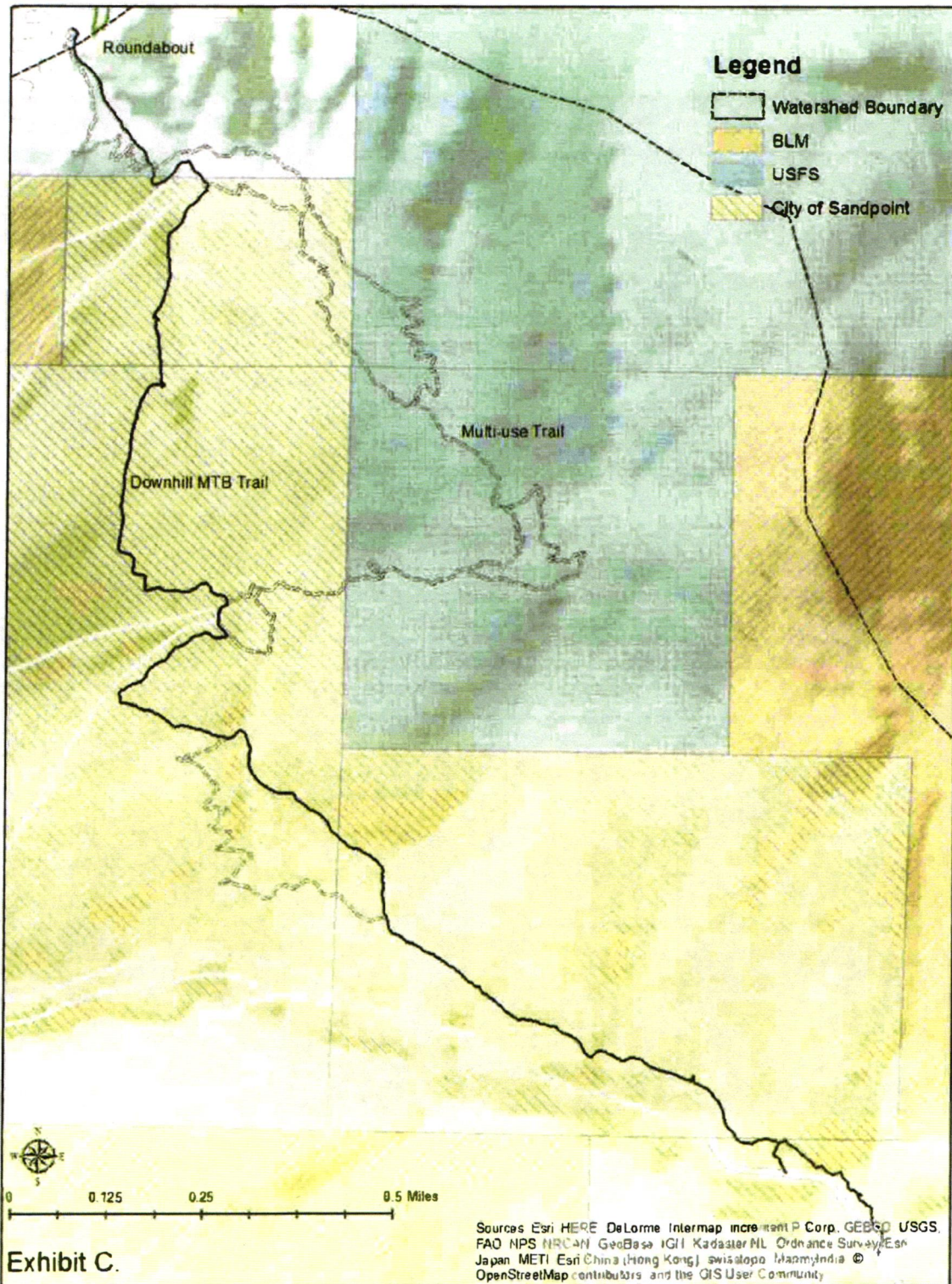
City of Sandpoint  
 By:   
 Printed: Shelby Rognstad  
 Title: Mayor  
 Date Signed: 5-17-2023

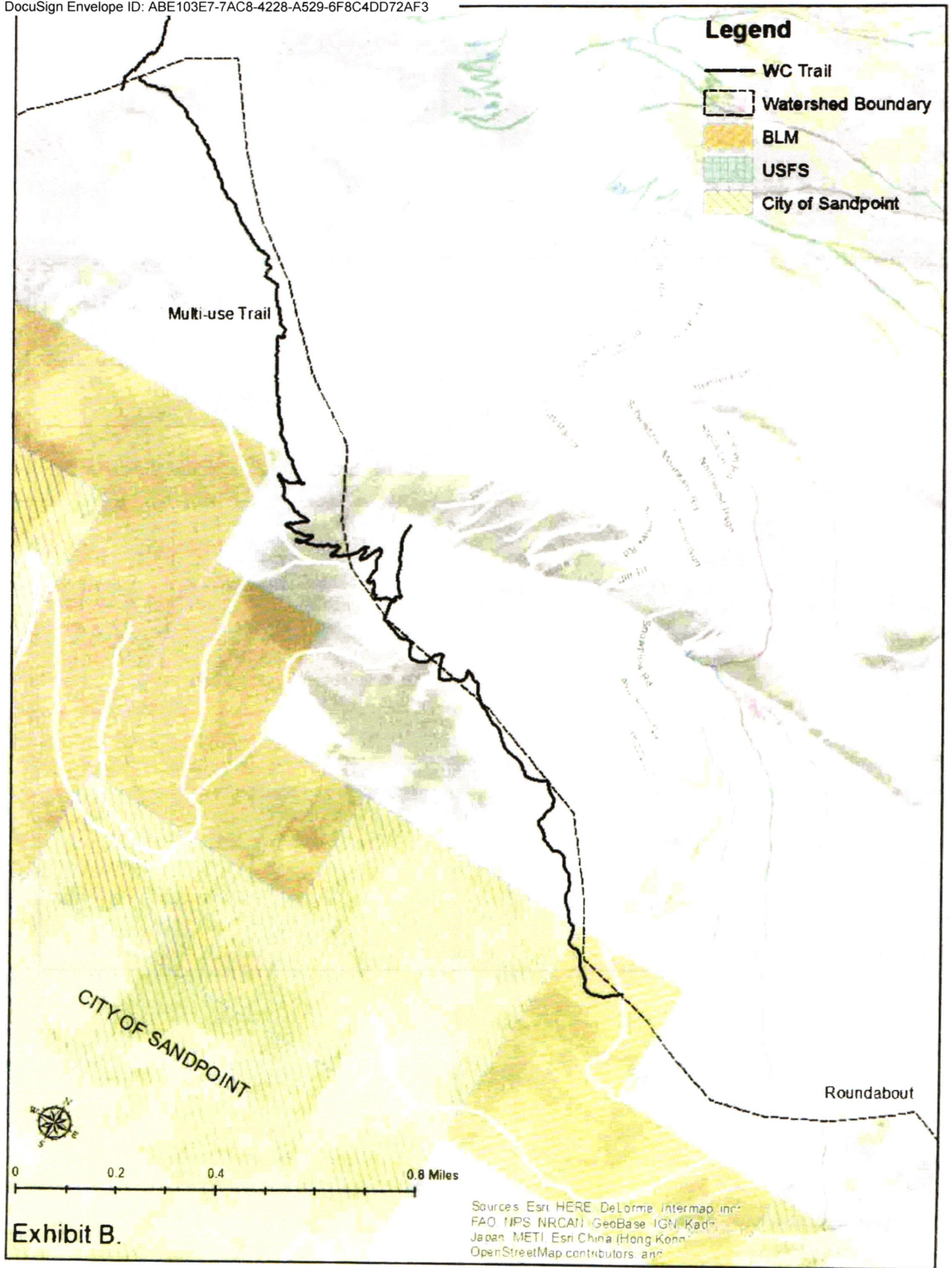
Pend Oreille Pedalers, Inc.  
 By:   
 Printed: Tyler Kee  
 Title: President, Pend Oreille Pedalers  
 Date Signed: 5/10/2023

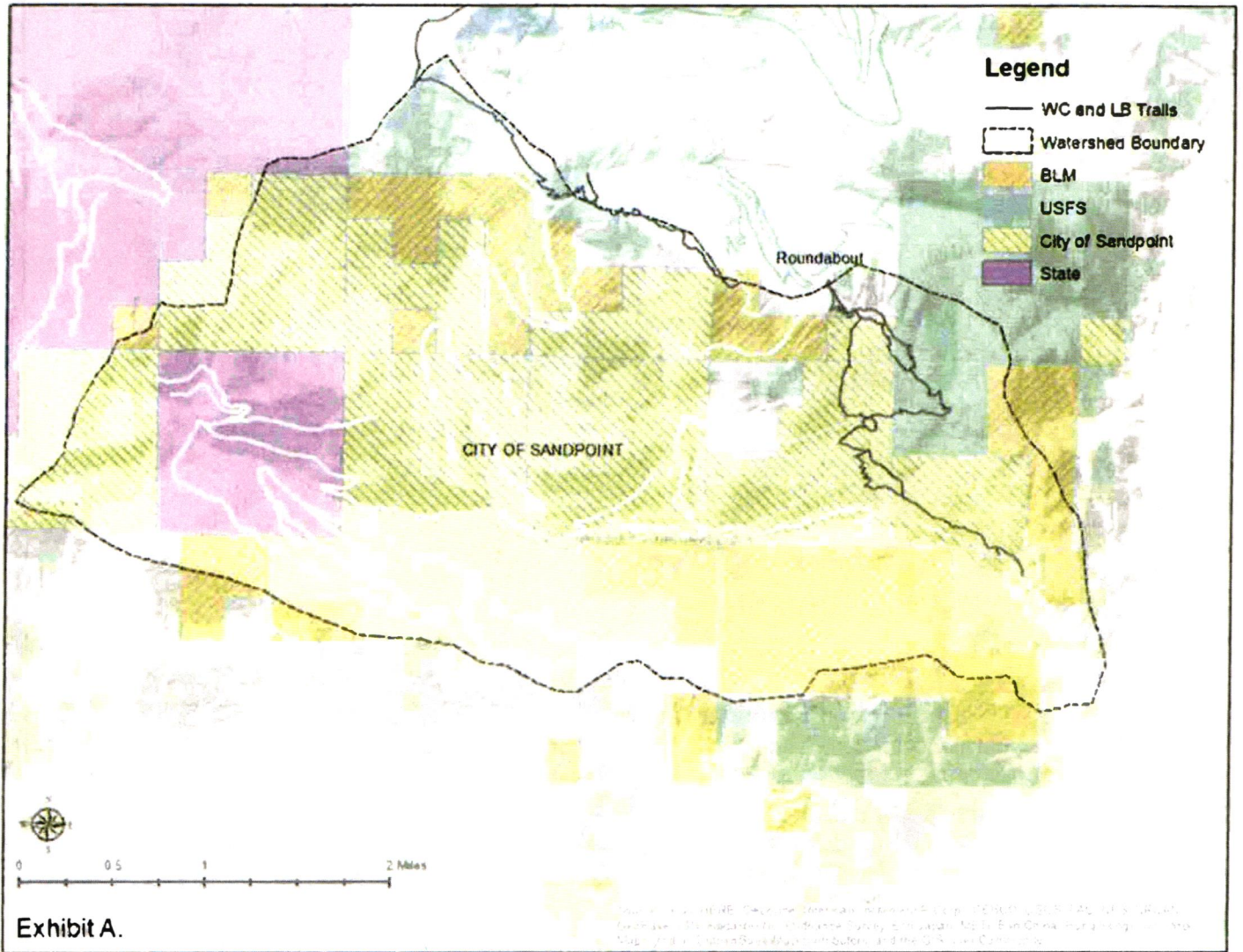


# EXHIBIT – C: 2023 Lower Basin Trail Network Map









## EXHIBIT D

### VOLUNTEER WAIVER FORM

#### Waiver of Liability, Assumption of Risk, and Indemnity Agreement

In consideration of being permitted to participate in any volunteer and/or maintenance activities for the Pend Oreille Pedalers, Inc. at the City of Sandpoint Watershed property, leased by Pend Oreille Pedalers, Inc that I have enrolled myself or my child in, hereinafter called "Volunteering", I, for myself, my heirs, personal representatives or assigns, do hereby release, waive, discharge, and covenant not to sue the City of Sandpoint or Pend Oreille Pedalers, Inc., their officers, employees and agents (collectively the "Releasees") from liability from any and all claims, including negligence, resulting in personal injury, accidents or illnesses, including death, and property loss arising from, but not limited to, participation in Volunteering.

I also agree to INDEMNIFY AND HOLD the Releasees HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement in Volunteering and to reimburse them for any such expenses incurred.

Participant's Name (printed): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Custodial Parent or Legal Guardian (if participant is under 18)

\_\_\_\_\_

Custodial Parent or Legal Guardian Name (printed):

\_\_\_\_\_ Phone Number: \_\_\_\_\_

Signatory acknowledges that he/she has read this Assumption of Risk, Release of Claims, Indemnification and Hold Harmless Agreement, understands its meaning and effect, and agrees to be bound by its terms.

## **EXHIBIT E**

### **WATERSHED MANAGEMENT GOALS AND OBJECTIVES**

This management plan reflects the future plans, objectives and goals of the City of Sandpoint for its municipal watershed.

The most important function of the Little Sand Creek Watershed is to serve as the primary municipal water supply for the City of Sandpoint. Consequently, the management plan has been developed with the focus on protecting this use. All other goals, while compatible, remain secondary to this overriding objective. This objective and other plan considerations are outlined below.

**Primary Objective:** To protect or enhance the quality of water generated by the Little Sand Creek Watershed and to insure an adequate and continuous supply of water, in perpetuity, for the City of Sandpoint. This objective will be achieved by:

1. Acquiring additional property in the Little Sand Creek drainage whenever the opportunity arises, with the long-term goal being ownership of as much of the Little Sand Creek watershed as possible;
2. Practicing sound long-term forest management principles;
3. Reducing the hazard of catastrophic wildfires and increasing fire protection, particularly along vehicle access, ridge and escape corridors;
4. Protecting forest soils from erosion, contamination, or other damage;
5. Minimizing the impacts to the forest from insects, diseases and wildfire; and
6. Maximizing forest productivity, consistent with the water quality objective.

**Secondary Objective:** To realize ongoing financial benefits to the City through periodic timber harvests and subsequent improvements in forest health and productivity. This objective will be achieved by:

1. Maximizing forest productivity and financial return through timber harvest in a manner that is consistent and compatible with the primary water quality objective; and
2. Reducing forest insects, diseases, and wildfire hazards.

**Tertiary Objective:** To protect and enhance wildlife, fisheries, and aesthetic values wherever possible, in conjunction with the other objectives.

## EXHIBIT F

### Trail Reclamation Standard

As a multi-use trail network evolves, it becomes necessary to re-route or abandon trails. To prevent the public from using unauthorized trails it is necessary to remove any sign of those trails' existence. Pend Oreille Pedalers (POP) provides these steps to ensure abandoned trails return to their natural state. These steps are taken from the **UDSA Forest Service, "Trail Construction and Maintenance Notebook" 2007 edition.**

If you're re-routing a section of trail, the new section needs to be well designed, fun, and better than the one you're closing. If your new trail doesn't provide a better experience than the old trail, people will keep using the old one.

1. Obliterate the existing tread
  - a. Remove any culverts or man-made features.
  - b. Completely break up or scarify the compacted tread at least 4 inches deep.
2. Re-contour the trail corridor
  - a. Pull fill slope material back into the cut and use additional material to rebuild the slope as necessary.
  - b. Return the grade to that of the surrounding area.
3. Re-vegetate the trail corridor
  - a. **Actively Revegetate:** re-vegetate the trail corridor by transplanting native vegetation (veg) mat from the new trail corridor. The veg mat should include as much of the existing root system as possible. If veg mat is not available, spread appropriate site-specific native grass/ plant seed on the obliterated trail corridor. Native soils are preferred, when possible, consult with land manager if custom soil mixture is required prior to installation.
  - b. **Passive Revegetation:** On a properly obliterated trail corridor adjacent vegetation will spread into the disturbed soil if left undisturbed. Place physical barriers to discourage use of the obliterated trail corridor.
  - c. Full re-vegetation is expected in no fewer than two growing seasons.
4. Block access to the reclaimed trail corridor
  - a. The reclamation will need time to return to its natural state. A physical barrier such as logs or rocks will discourage the public from continuing to use the trail. These barriers will become part of the natural environment over time.
5. Document process
  - a. Document the process with before photos, and then photograph again at the end of the growing season for a minimum of two years from the date of revegetation.
  - b. Maintain a file for land manager with time-stamped images and species of any new plant materials or seeds were used if veg mat was not available.