

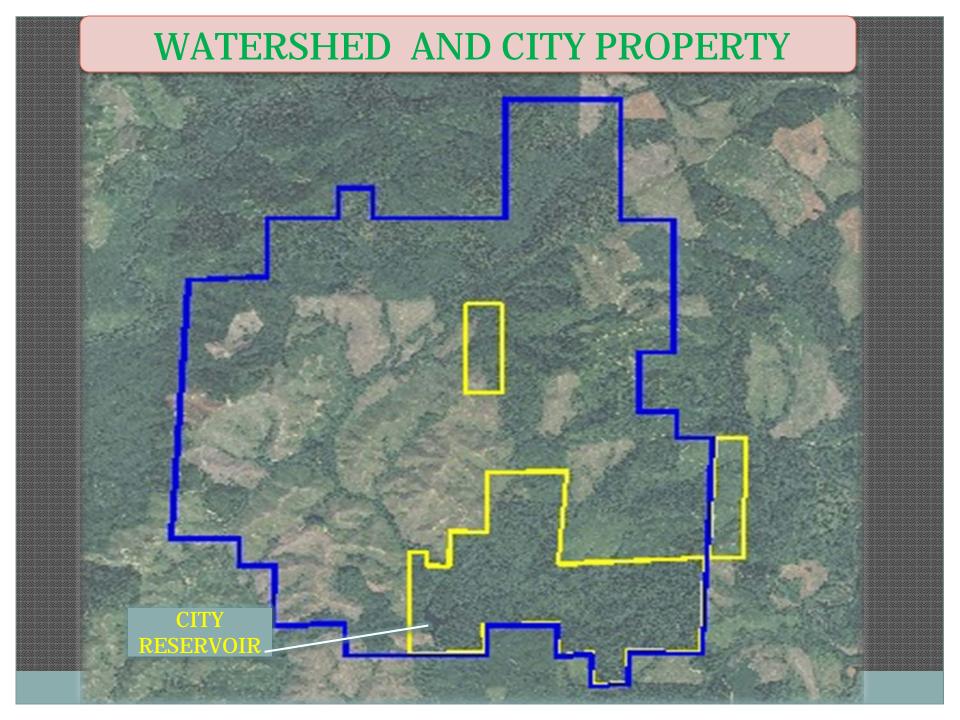
CITY OF ABERDEEN

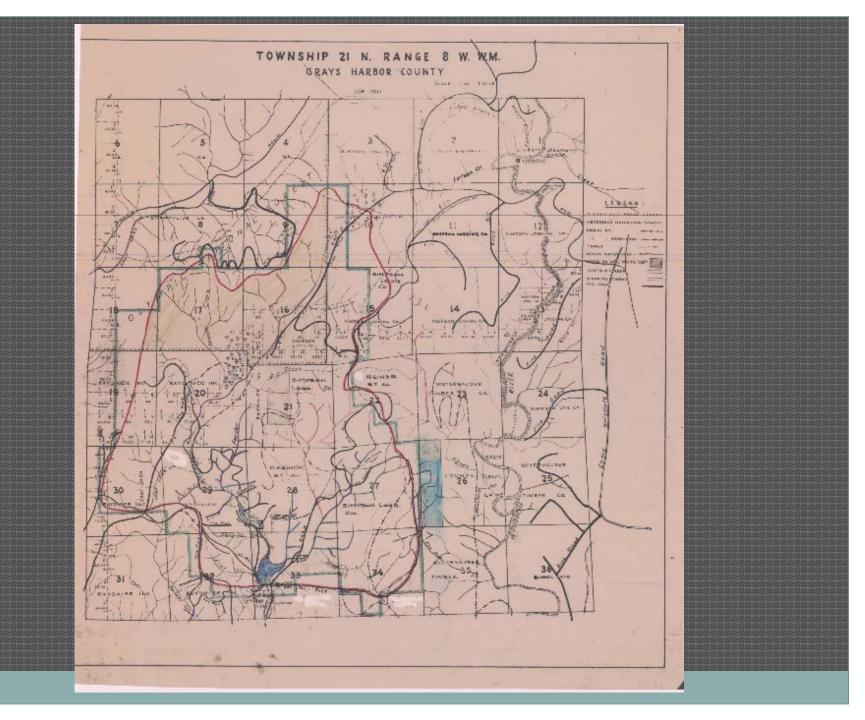
WISHKAH WATERSHED

OWNERSHIP

		ACRES	% of TOTAL
RAYONIER		3,140	39
SIMPSON / GREEN DIAMOND		1,944	24
CITY OF ABERDEEN		1,245	15
U.S. FOREST SERVICE		1,160	14
STATE OF WASHINGTON		568	7
PRIVATE		5	1
	TOTAL	8,062	

ABERDEEN WATERSHED BOUNDRY









Grays Harbor County Agreement

CITY OF ABERDERS WISHKAH WATERSHED

SECTION 1: The following described land area, situate in Grays Harbor County, State of Washington, is hereby declared to be and constituted as the watershed for the domestic water supply of the City of Aberdeen:

West Half of West Half of Section 10; West Half of Section 15; South Half and Northeast Quarter of Southeast Quarter of Section 16: East Half of Section 19: All of Section 20: All of Section 21; West Half of Northwest Quarter, and Southwest Quarter, and Southwest Quarter of Southeast Quarter of Section 22: All of Section 27; All of Section 28: All of Section 29; Northeast Quarter, and East Half of Northwest Quarter, and North Half of Southeast Quarter, and Northeast Quarter of Southwest Quarter of Section 30; Northeast Quarter, and East Half of Northwest Quarter, and North Half of Southeast Quarter of Section 32: North Half, and North Half of Southwest Quarter of Section 33; North Half, and North Half of South Half, and Southeast Quarter of Southwest Quarter of Section 34; All in Township 21 North, Range 8 West of the Willamette Meridian

SECTION 4: Grays Harbor County does hereby exercise its jurisdiction over the Land areas described in Section 1 of this ordinance for the purpose of the prevention of polution to the domestic water supply of the City of Aberdeen for the purpose of general regulation and control of the use of said area.

SECTION 5: It shall be unlawful for any person, firm or corporation to enter or go upon the watershed lands of the city of Aberdeen as the same is described in Section 1 of this ordinance for any purpose whatsoever; provided, that this section shall not apply to

January 18,1971

US Forest Service Agreement

MEMORANDUM OF UNDERSTANDING BETWEEN OLYMPIC NATIONAL FOREST U.S. FOREST SERVICE

AND

CITY OF ABERDEEN, WA.

This memorandum of Understanding is entered into between the city of Aberdeen, Washington, through its mayor, hereinafter called the "City" and the U.S. Forest Service through the Forest Supervisor, Olympic National Forest, hereinafter called the "Forest Service". Both parties have a mutual desire to cooperate towards the objective of maintaining high quality water from National Forest lands for the Wishkah River Municipal Watershed (see map). This agreement recognizes that the Forest Service is responsible for the administration of all National Forest lands within the Wishkah River Watershed in accordance with all applicable laws and regulations. It also recognizes that the City is responsible for all improvements and operations relating to the collection, treatment, storage, and transmission of the water to its users. The following procedures and provisions are agreed to by both parties in order to provide mutual cooperation in maintaining high quality water for the Wishkah River Municipal Watershed.

THE CITY AGREES:

- Keep the Forest Service informed of any changes planned that affect the watershed and its management.
- To not erect any gates, signs, or other improvements on Forest Service lands without a special use permit issued by the District Ranger.
- Provide feedback, within 30 days, on Forest Service Management proposals within the watershed boundaries.
- Notify the Forest Service of unauthorized entry. The City will take no law enforcement action.

THE FOREST SERVICE AGREES:

- Continue to exercise authority in control and management of the .National Forest land covered by this agreement.
- Construct, erect, and maintain signs on Forest Service roads at entrances to the Wishkah River Watershed. These signs will state that the land is in a managed watershed and will include a list of restrictions on use.

December 1978

Simpson Agreement

WATERSHED COOPERATION AGREEMENT

THIS AGREEMENT is made on the 15 day of 1943 between the City of Aberdeen (the "City"), a municipal corporation of the State of Washington, and the Simpson Timber Company ("Owner").

RECITALS:

- A. Owner is the owner in fee simple of that certain real estate located in Grays Harbor County, Washington, legally described as set forth in Exhibit "A" attached hereto and incorporation herein by this reference (the "Property").
- B. The Property lies within the Wishkah River Watershed (the "Watershed"), which is used by the City as a drinking water supply source.
- C. The City has the authority under Chapter 10.10, Chapter 35.88 RCW, and Grays Harbor County Ordinance 50 (1971), to prohibit any access to or activity within the City's watershed which might in any way pollute or be harmful to the water derived therefrom.
- D. Owner has the right to enter the watershed for management purposes including, but not limited to, the harvesting of forest products.
- E. City and Owner recognize it is in the best interest of both parties to establish clear procedures and policies governing the City's exercise of its authority while recognizing Owner's rights in order to avoid future disputes and to protect the drinking water supply of the citizens of Aberdeen.
- F. The City's permission to use its roads without customary haul fee, and land to provide the Owner with access to the Owner's property across City owned property within the watershed is recognized by the parties as additional consideration for Owner's acceptance of the restrictions and regulations imposed by this agreement.

NOW, THEREFORE, IT IS AGREED:

1. Term. The term of this Agreement shall be twenty-five (25) years (the "initial Term"), commencing on execution of this Agreement and expiring twenty-five years therefrom, unless earlier terminated as provided herein. The Agreement shall automatically renew for successive one (1) year periods unless notice of either party's intent not to renew is delivered no less than sixty (60) days prior to the expiration of the Initial Term of each succeeding renewal term. Notwithstanding the foregoing, either party may

July 1993

Rayonier Agreement

WATERSHED COOPERATION AGREEMENT

THIS AGREEMENT is made on the 18th day of June, 1994 between the City of Aberdeen (the "City"), a municipal corporation of the State of Washington, and the Rayonier Timberlands Operating Co. L.P. ("Owner").

RECITALS:

- A. Owner is the owner in fee simple of that certain real estate located in Grays Harbor County, Washington, legally described as set forth in Exhibit "A" attached hereto and incorporated herein by this reference (the "Property").
- B. The Property lies within the Wishkah River Watershed (the "Watershed"), which is used by the City as a drinking water supply source.
- C. The City has the authority under Chapter 10.10 ACC, Chapter 35.88 RCW, and Grays Harbor County Ordinance 50 (1971), to prohibit any access to or activity within the City's watershed which might in any way pollute or be harmful to the water derived therefrom.
- Owner has the right to enter the watershed for management purposes including, but not limited to, the harvesting of forest products.
- E. City and Owner recognize it is in the interest of both parties to establish clear procedures and policies governing the City's exercise of its authority while recognizing Owner's rights in order to avoid future disputes and to protect the drinking water supply of the citizens of Aberdeen.
- F. The City has one purpose in this agreement and that is to preserve the water quality for those persons using the City's domestic water supply.

NOW, THEREFORE, IT IS AGREED:

Term. The term of this Agreement shall be twenty-five (25) years (the "Initial Term"), commencing with the execution of this Agreement and expiring twenty-five years therefrom, unless earlier terminated as provided herein. The Agreement shall automatically renew for successive one (1) year periods unless notice of either party's intent not to renew is delivered no less than sixty (60) days prior to the expiration of the Initial Term of each succeeding renewal term. Notwithstanding the foregoing, either party may terminate this Agreement, with or without cause, upon delivery of sixty (60) days prior written notice to the other party.

watershe.722

August 1994

FOREST PRACTICES APPLLICATION REVIEW SYSTEM (FPARS)

The Forest Practices Application Review System (FPARS) streamlines the processing of Forest Practices Applications and improves the public's ability to review proposed forest activities. The Forest Practices Application Review System makes use of the Internet, document imaging technology, and the interactive geographic information system technology, and the Oracle database system to provide for collection of Forest Practices Application information, distribution of Forest Practices Applications for regulatory and public review, risk assessment of proposed Forest Practices Application activities, and archiving of Forest Practice Applications.

SECURE ACCESS WASHINGTON (SAW)

Washington Office of the Chief Information Officer Security policy requires Secure Access Washington (SAW) to authenticate login access to the Forest Practices Reviewer Profile Service and Reviewer Notification History web page.

SUMMARY WATERSHED CONTROL REPORT CITY OF ABERDEEN 2011

Since the 2005 Watershed Control Program Report, activity within the Wishkah Watershed has remained mainly timber harvesting by the large landowners. As of 1999 timber harvesting has escalated within the Watershed with the maturity of the second growth forest. Other than timber harvest, activity within the Watershed has remained limited, because of the remote location and controlled access.

Ownership in the Watershed has consolidated with Marvin Reiner selling to Rayonier in 2005 and Robert Reiner selling previously to Green Diamond. Both large landowners activities are monitored thru the Forest Practice Reviewer notification process for parcels within the Wishkah Watershed. At this time Rayonier has harvested approximately ninety percent of their ownership within the Watershed, while Green Diamond has been harvesting at a much more conservative amount yearly. Increased riparian buffers have helped maintain water quality along all major tributaries. Green Diamond has reported yearly on planned activities, while Rayonier has reported activities when scheduled, with both landowners abiding by the Watershed Agreements with the City of Aberdeen. Current correspondence with the Forest Service states no planned activities within the Watershed, as in the past twenty years.

In 2004 an access road and gravel pad was constructed on the east side of diversion reservoir to remove sediment from the 1997 failure of dam#2 on the west tributary. Since 2009 sediment removal has not occurred due to bridge restrictions on the Wishkah County Road. Bridge repairs are scheduled for 2011 and sediment removal should resume in 2012. A rain on snow event occurred in January 2009, resulting in a couple of road failures in the upper limits of the western portion of the Watershed, producing heavy sediment concentrations at the diversion dam. The Filtration facility has proven to be able to handle high NTU readings along with the Cities ability to operate on reservoir storage for peak sediment events.

The City of Aberdeen harvested 41 acres of timber in 2006 in the central portion of the Watershed. The decision to harvest resulted from clear cutting abutting properties surrounding City ownership. Without this harvest a huge loss would have occurred with the 2007 storm, where thousands of acres of forest where blown down.

Wishkah Watershed hydrological boundary markings are maintained yearly along with new signage as needed. Landowner cooperation has maintained limited public entry, per Grays Harbor County Ordinance No. 50, except for Forest Service ownership.



