



TIMBER NOTICE OF SALE

SALE NAME: SALMONBERRY SURPRISE

AGREEMENT NO: 30-106462

AUCTION: August 28, 2024 starting at 10:00 a.m.,
Olympic Region Office, Forks, WA

COUNTY: Clallam

SALE LOCATION: Sale located approximately 19 miles northwest of Forks, WA

**PRODUCTS SOLD
AND SALE AREA:**

All timber, except trees marked with a band of blue paint or bounded out by leave tree area boundary tags, any downed cedar, bounded by timber sale boundary tags and the CP-850 road in Unit 1; timber sale boundary tags in Unit 5.

All timber bounded by right-of-way boundary tags in Units 2, 3, and 4.

All forest products above located on part(s) of Sections 1 all in Township 30 North, Range 12 West, Sections 36 all in Township 31 North, Range 12 West, W.M., containing 110 acres, more or less.

CERTIFICATION: This sale is certified under the Sustainable Forestry Initiative® program Standard (cert no: BVC-SFIFM-018227)

ESTIMATED SALE VOLUMES AND QUALITY:

Species	Avg DBH	Ring Count	Total MBF	MBF by Grade								
				1P	2P	3P	SM	1S	2S	3S	4S	UT
Douglas fir	14.6	7	2,688						1,123	1,180	385	
Hemlock	13.6	6	1,366						431	680	255	
Red alder	12.9		266						23	54	161	28
Redcedar	12.8		112							90	22	
Sale Total			4,432									

MINIMUM BID: \$826,000.00

BID METHOD: Sealed Bids

PERFORMANCE

SECURITY: \$100,000.00

SALE TYPE: Lump Sum

EXPIRATION DATE: October 31, 2026

ALLOCATION: Export Restricted

BID DEPOSIT: \$82,600.00 or Bid Bond. Said deposit shall constitute an opening bid at the appraised price.

HARVEST METHOD: Ground Based 12%. Cable 88% Forest products sold under this contract shall be harvested and removed using cable, cable-tethered, and ground based equipment. Cable-tethered equipment is limited to sustained slopes of 75 percent and less. Ground based equipment is limited to tracked equipment on sustained slopes that are 45 percent and less. Rubber tired skidders and shovel logging must meet rutting and skidding requirements and harvest plan must be submitted and approved by the Contract Administrator. Logs being yarded over the inner gorge in Unit 5 must be bucked to no longer than 40 ft. Authority to use other equipment or to operate outside the equipment specifications detailed above must be approved in writing by the State. There are 30' Equipment Limitations Zones on all typed water.



TIMBER NOTICE OF SALE

ROADS: 56.70 stations of optional construction. 24.85 stations of required prehaul maintenance.
97.30 stations of optional prehaul maintenance.

ACREAGE DETERMINATION

CRUISE METHOD: Sale area was 100% GPS'd. Sale units were cruised using a variable plot sample

FEES: \$75,344.00 is due on day of sale. \$9.00 per MBF is due upon removal. These are in addition to the bid price.

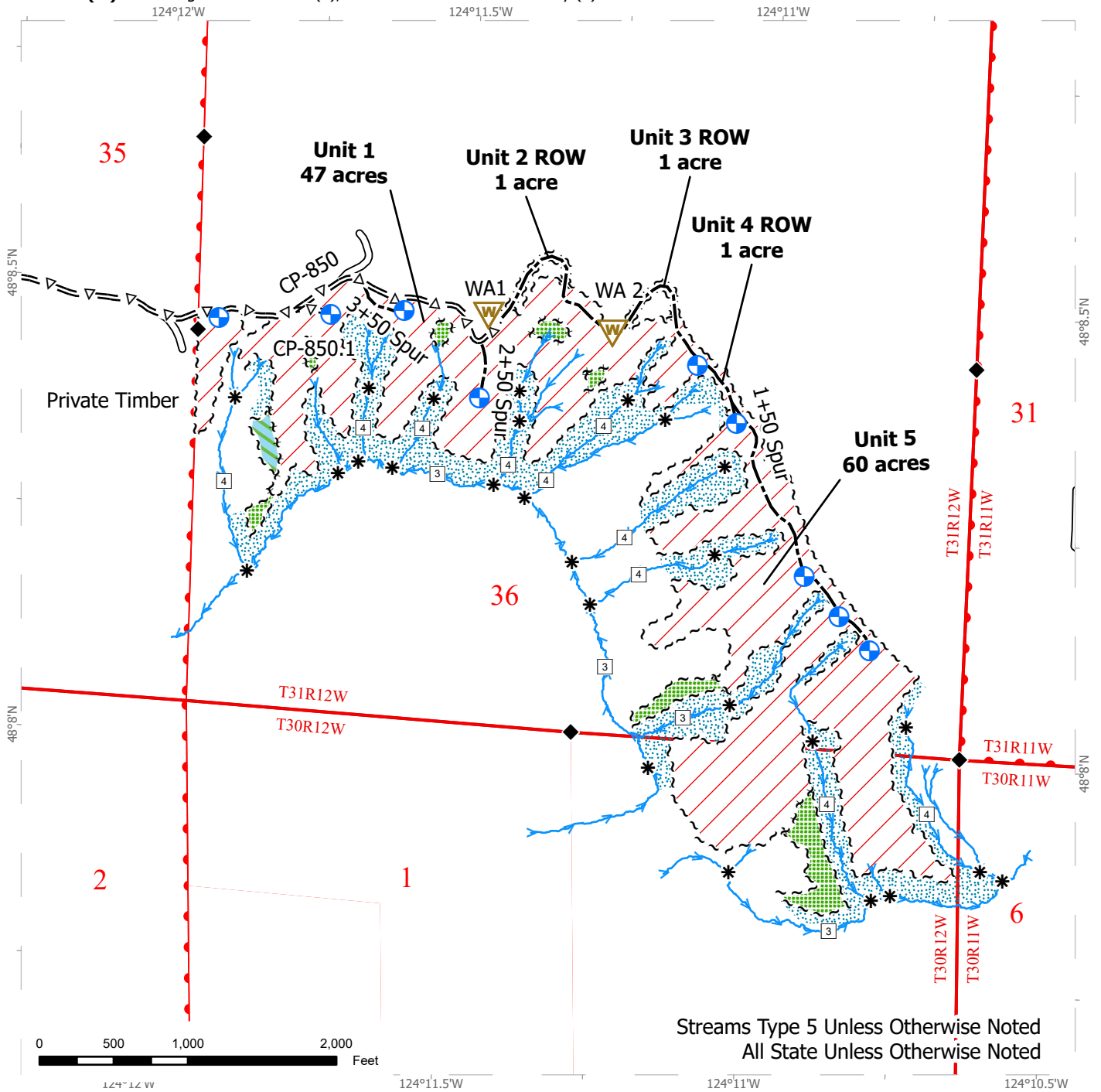
SPECIAL REMARKS: There is a locked gate on the Mary Clark Pit - contact the Olympic Region Dispatch Center at 360-374-2800 to obtain a AA1 key.

Purchaser must keep gates closed at nights and on weekends on the CP-850.

TIMBER SALE MAP

SALE NAME: SALMONBERRY SURPRISE
AGREEMENT #: 30-106462
TOWNSHIP(S): T30R12W, T31R12W
TRUST(S): Agricultural School (4), Common School and Indemnity (3)

REGION: Olympic Region
COUNTY(S): Clallam
ELEVATION RGE: 920'-1540'



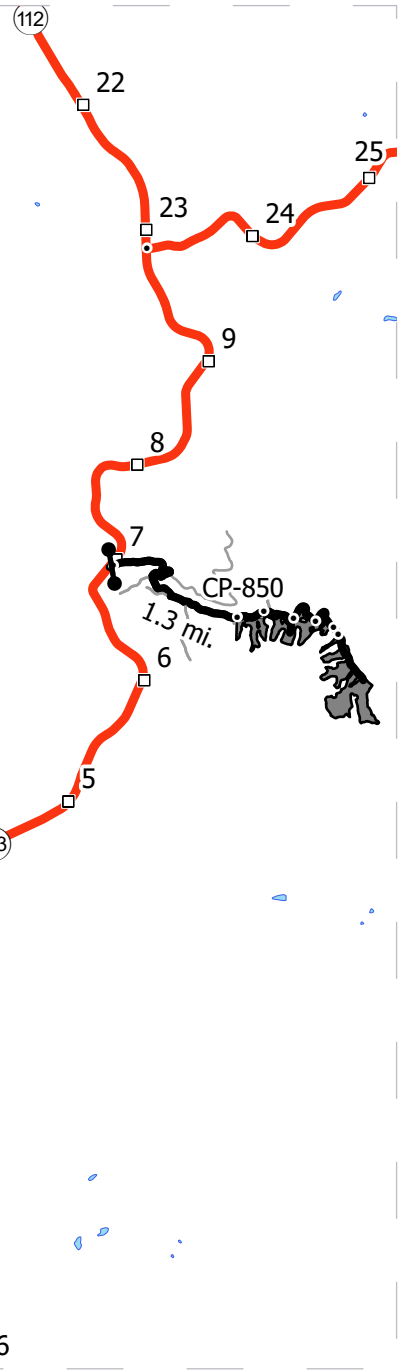
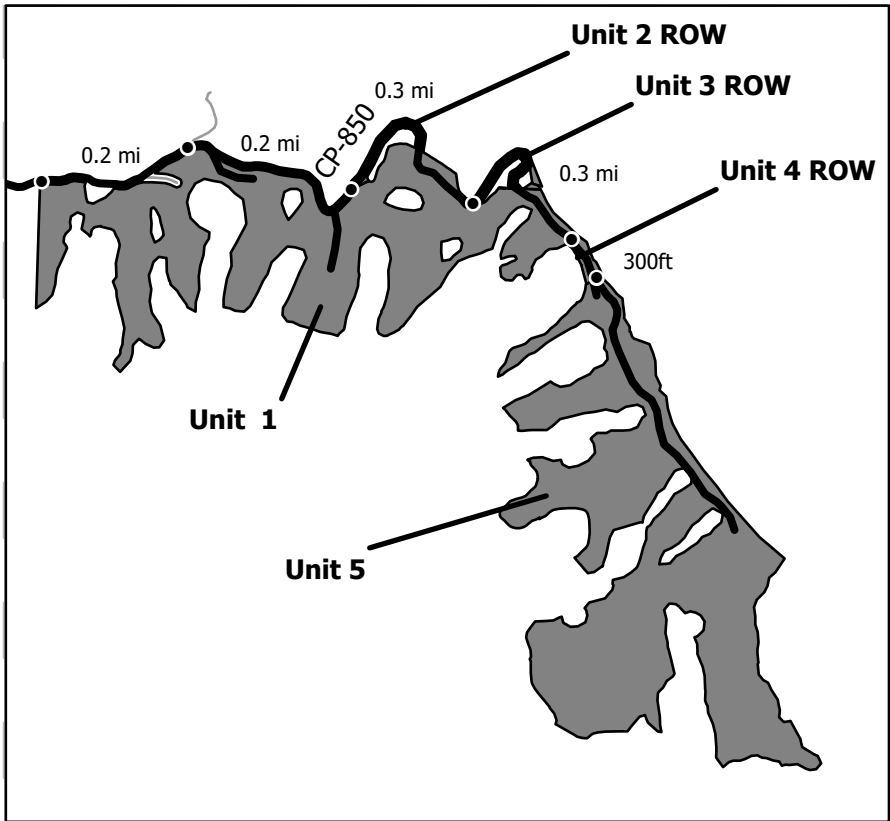
Streams Type 5 Unless Otherwise Noted
 All State Unless Otherwise Noted

~ ~ ~ Sale Boundary Tags	□ Stream Type	Public Land Survey Townships
~ ~ ~ Leave Tree Tags	* Stream Break	DNR Managed Lands
~ ~ ~ Right of Way Tags	◆ Survey Monument	Sale Area
Existing Roads	Leave Tree Area	Proposed Landing
=Δ= Optional Pre-Haul Maintenance	Non-Tradeable Leave Area	Waste Area
Optional Construction	Riparian Mgt Zone	
Streams	Public Land Survey Sections	



SALE NAME: SALMONBERRY SURPRISE
AGREEMENT #: 30-106462
TOWNSHIP(S): T30R12W, T31R12W
TRUST(S): Agricultural School (4), Common School and Indemnity (3)

REGION: Olympic Region
COUNTY(S): Clallam
ELEVATION RGE: 920'-1540'



Map may not be to scale

- Harvest Units
- Highway
- Haul Route
- Other Route
- Milepost Marker
- Distance Indicator
- Gate (AA-1)
- Town

DRIVING DIRECTIONS:

Unit 1: From Forks, travel north on Hwy 101 for 10.5mi. Turn left onto SR 113 and continue for 7 mi. Turn right onto the CP-850 and continue for 1.3 mi to the unit.

Unit 2 ROW: From the beginning of unit 1, continue on CP-850 for 0.2 mi. Keep right on CP-850 for 0.2 mi to Unit 2 ROW where the road ends.

Unit 3 ROW: From the beginning of Unit 2 ROW, continue on foot east along orange flag line through Unit 2 ROW and Unit 1 for 0.3 mi to Unit 3 ROW.

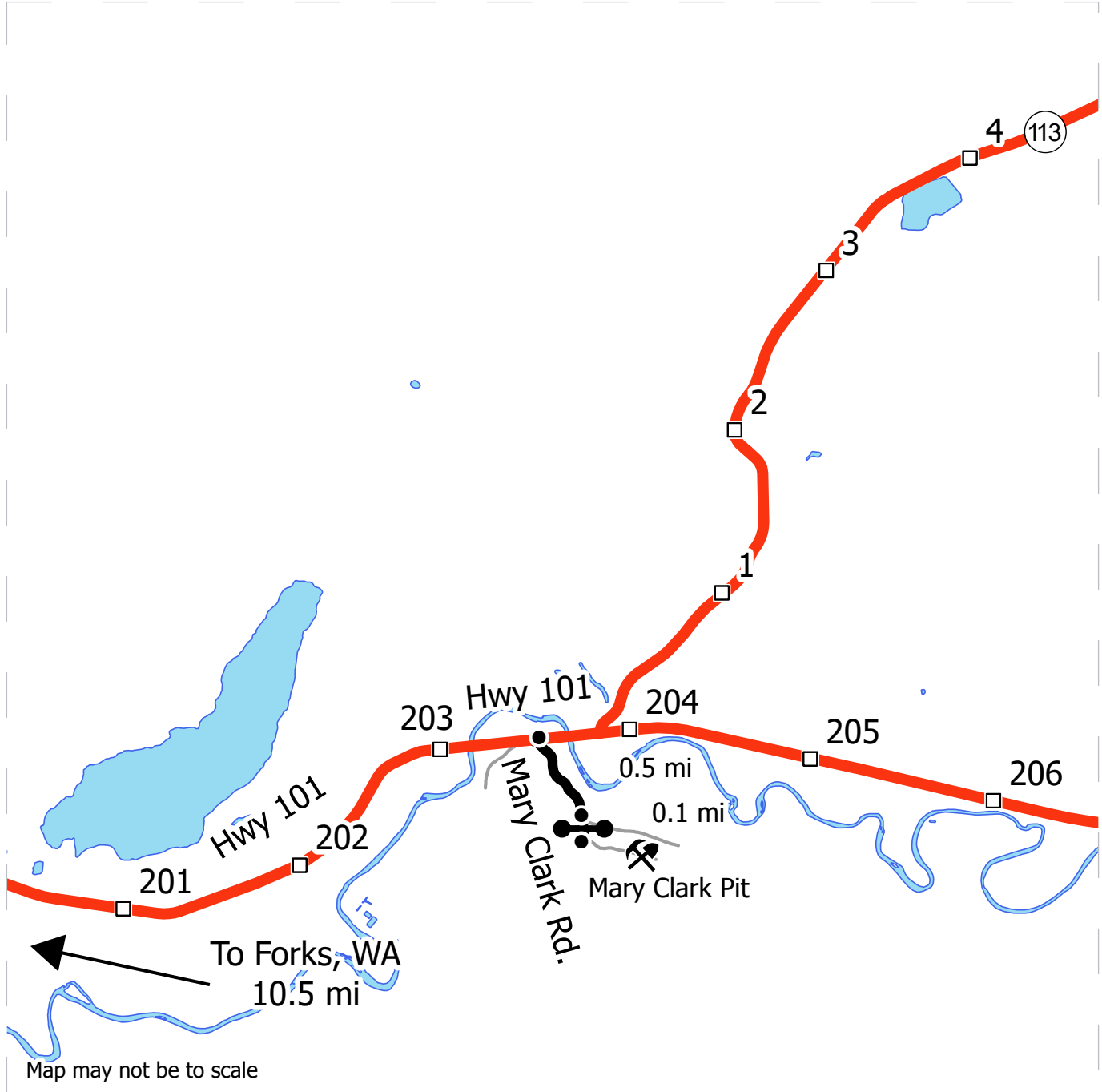
Unit 4 ROW: From the beginning of Unit 3 ROW, follow orange flag line east, on foot, through Unit 3 ROW and Unit 1 for 0.3 mi to Unit 4 ROW.

Unit 5: Follow orange flag line southeast, on foot, through Unit 4 ROW for 300 ft to Unit 5.



SALE NAME: SALMONBERRY SURPRISE
AGREEMENT #: 30-106462
TOWNSHIP(S): T30R12W, T31R12W
TRUST(S): Agricultural School (4), Common School and Indemnity (3)

REGION: Olympic Region
COUNTY(S): Clallam
ELEVATION RGE: 920'-1540'



- Highway
- Haul Route
- Other Route
- Milepost Marker
- Distance Indicator
- Gate (AA-1)
- ⚡ Rock Pit

DRIVING DIRECTIONS:
 Mary Clark Pit: From Forks, WA, travel north on Hwy 101 for 10.5 mi. Turn right onto Mary Clark Road and continue for 0.5 mi. Turn right onto Mary Clark Pit Access Road and continue for 0.1 mi.



**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

**BILL OF SALE AND CONTRACT FOR
FOREST PRODUCTS**

Export Restricted Lump Sum AGREEMENT NO. 30-0106462

SALE NAME: SALMONBERRY SURPRISE

**THE STATE OF WASHINGTON DEPARTMENT OF NATURAL
RESOURCES, HEREINAFTER ACTING SOLELY, IN ITS PROPRIETARY
CAPACITY, STATE, AND PURCHASER, AGREE AS FOLLOWS:**

Section G: General Terms

G-001 Definitions

The following definitions apply throughout this contract;

Bill of Sale and Contract for Forest Products: Contract between the Purchaser and the State, which sets forth the procedures and obligations of the Purchaser in exchange for the right to remove forest products from the sale area. The Bill of Sale and Contract for Forest Products may include a Road Plan for any road construction or reconstruction, where applicable.

Contract Administrator: Region Manager's designee responsible for assuring that the contractual obligations of the Purchaser are met.

Forest Product: Any material derived from the forest for commercial use.

Purchaser: The company or individual that has entered into a Bill of Sale and Contract for Forest Products with the State for the right to harvest and remove forest products from the timber sale area.

Road Construction: Includes building new and maintaining existing forest roads and associated work that may be optional or required as described in the Road Plan.

State: The Washington State Department of Natural Resources, landowner and seller of Forest Products from the timber sale area. The State is represented by the Region Manager as designated on the contract signature page. Contractual obligations to the State are enforced by the Region Manager or the designated Contract Administrator.

Subcontractor: Individual or company employed by the Purchaser to perform a portion or all of the services required by The Bill of Sale and Contract for Forest Products. The Purchaser is responsible for independently negotiating, procuring and paying for all subcontracted services rendered.

G-011 Right to Remove Forest Products and Contract Area

Purchaser was the successful bidder on August 28, 2024 and the sale was confirmed on _____. The State, as owner, agrees to sell to Purchaser, and Purchaser agrees to purchase as much of the following forest products as can be cut and removed during the term of this contract: All timber, except trees marked with a band of blue paint or bounded out by leave tree area boundary tags, any downed cedar, bounded by timber sale boundary tags and the CP-850 road in Unit 1; timber sale boundary tags in Unit 5.

All timber bounded by right-of-way boundary tags in Units 2, 3, and 4.

All forest products described above located on approximately 110 acres on part(s) of Section 1 in Township 30 North, Range 12 West, Section 36 in Township 31 North, Range 12 West W.M. in Clallam County(s) as designated on the sale area and as shown on the attached timber sale map.

All forest products described above from the bole of the tree that meet or exceed 2 inches diameter inside bark on the small end are eligible for removal. Above ground components of a tree that remain as by-products after the manufacture of logs, including but not limited to tree tops, branches, limbs, needles, leaves, stumps, are not eligible for removal under the terms of this contract.

Forest products purchased under a contract that is designated as export restricted shall not be exported until processed. Forest products purchased under a contract that is designated as exportable may be exported prior to processing.

G-020 Inspection By Purchaser

Purchaser hereby warrants to the State that they have had an opportunity to fully inspect the sale area and the forest products being sold. Purchaser further warrants to the State that they enter this contract based solely upon their own judgment of the value of the forest products, formed after their own examination and inspection of both the timber sale area and the forest products being sold. Purchaser also warrants to the State that they enter this contract without any reliance upon the volume estimates, acreage

estimates, appraisals, pre-bid documentation, or any other representations by the State Department of Natural Resources.

G-025 Schedules

The following attached schedules are hereby incorporated by reference:

Schedule	Title
A	Slash Piling
B	Green Tree Retention Plan

G-031 Contract Term

Purchaser shall complete all work required by this contract prior to October 31, 2026.

G-040 Contract Term Adjustment - No Payment

Purchaser may request an adjustment in the contract term. A claim must be submitted in writing and received by the State within 30 days after the start of interruption or delay. The claim must also indicate the actual or anticipated length of interruption or delay. The State may grant an adjustment without charge only if the cause for contract term adjustment is beyond Purchaser's control. The cause must be one of the following and the adjustment may be granted only if operations or planned operations under this contract are actually interrupted or delayed:

- a. Road and bridge failures which deny access.
- b. Access road closures imposed by road owner.
- c. Excessive suspensions as provided in clause G-220.
- d. Regulatory actions not arising from Purchaser's failure to comply with this contract which will prevent timber harvest for a period less than 6 months.

G-051 Contract Term Extension - Payment

Extensions of this contract term may be granted only if, in the judgment of the State, Purchaser is acting in good faith and is endeavoring to remove the forest products conveyed. The term of this contract may be extended for a reasonable time by the State if all of the following conditions are satisfied:

- a. A written request for extension of the contract term must be received prior to the expiration date of the contract.
- b. Completion of all required roads and compliance with all contract and regulatory requirements.
- c. For the first extension, not to exceed 1 year, payment of at least 25 percent of the total contract price.

For the second extension, not to exceed 1 year, payment of at least 90 percent of the total contract price.

The payments shall not include the initial deposit which shall be held according to the provisions of RCW 79.15.100.

- d. Payment of an amount based on 12 percent interest per annum on the unpaid portion of the total contract price.

All payments, except the initial deposit, will be deducted from the total contract price to determine the unpaid portion of the contract.

- e. Payment of \$862.00 per acre per annum for the acres on which an operating release has not been issued .
- f. In no event will the extension charge be less than \$200.00.
- g. Extension payments are non-refundable.

G-053 Surveys - Sensitive, Threatened, Endangered Species

Whenever the State determines that a survey for sensitive, threatened, or endangered species is prudent, or when Purchaser determines a survey is prudent and the State agrees, Purchaser shall perform such surveys at Purchaser's expense and to the standards required by the State. The survey information shall be supplied to the State.

G-060 Exclusion of Warranties

The PARTIES AGREE that the IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE and ALL OTHER WARRANTIES EXPRESSED OR IMPLIED ARE EXCLUDED from this transaction and shall not apply to the goods sold. For example, THE FOLLOWING SPECIFIC MATTERS ARE NOT WARRANTED, and are EXCLUDED from this transaction:

- a. The MERCHANTABILITY of the forest products. The use of the term "merchantable" in any document is not intended to vary the foregoing.
- b. The CONDITION of the forest products. The forest products will be conveyed "AS IS."
- c. The ACREAGE contained within any sale area. Any acreage descriptions appearing in the timber notice of sale, timber sale contract, or other documents are estimates only, provided solely for administrative and identification purposes.
- d. The VOLUME, QUALITY, OR GRADE of the forest products. The State neither warrants nor limits the amount of timber to be harvested. The descriptions of the forest products to be conveyed are estimates only, made solely for administrative and identification purposes.

- e. The CORRECTNESS OF ANY SOIL OR SURFACE CONDITIONS, PRE-SALE CONSTRUCTION APPRAISALS, INVESTIGATIONS, AND ALL OTHER PRE-BID DOCUMENTS PREPARED BY OR FOR THE STATE. These documents have been prepared for the State's appraisal purposes only.
- f. THAT THE SALE AREA IS FREE FROM THREATENED OR ENDANGERED SPECIES or their habitat. The State is not responsible for any interference with forestry operations that result from the presence of any threatened or endangered species, or the presence of their habitat, within the sale area.
- g. THAT THE FORESTRY OPERATIONS to be performed under this contract WILL BE FREE FROM REGULATORY ACTIONS by governmental agencies. The State is not responsible for actions to enforce regulatory laws, such as the Washington Forest Practices Act (chapter 76.09 RCW), taken by the Department of Natural Resources or any other agency that may affect the operability of this timber sale.
- h. Items contained in any other documents prepared for or by the State.

G-061 Inadvertent Discovery of Cultural Resources

Purchaser acknowledges that cultural resources as defined in WAC 222-16-010 may exist within the timber sale area and that the existence and location of such resources may be unknown at the time this contract is executed. Purchaser has a duty to exercise due care in its operations and in the event any human skeletal remains are discovered by the Purchaser or the State during the course of operations Purchaser shall immediately halt operations and notify local law enforcement in the most expeditious manner possible then notifying the Contract Administrator. In the event cultural resources are discovered by the Purchaser or the State during the course of operations Purchaser shall immediately halt operations and notify the Contract Administrator. Any potential resources shall not be removed or disturbed. Purchaser shall resume operations as directed in writing by the Contract Administrator.

G-062 Habitat Conservation Plan

The State has entered into a Habitat Conservation Plan (HCP) with the U.S. Fish and Wildlife Service and the National Marine Fisheries Service (the Services) to address state trust land management issues relating to compliance with the Federal Endangered Species Act. The activities to be carried out under this contract are located within the State's HCP area and are subject to the terms and conditions of the HCP, and the Services' Incidental Take Permit Nos. TE812521-1 and 1168 (collectively referred to as ITP), or as amended hereafter by the Services. The ITP authorizes the incidental take of certain federally listed threatened and endangered species, as specified in the ITP conditions. All HCP materials, including the ITP, are available for review at the State's Regional Offices and the administrative headquarters in Olympia, Washington.

By signing this contract, Purchaser agrees to comply with the terms and conditions of the ITP, and the HCP, which shall become terms of this contract. The State agrees to authorize the lawful activities of the Purchaser carried out pursuant to this contract, PROVIDED the Purchaser remains in compliance with the terms and conditions of both the HCP and ITP. The requirements set forth in this contract are intended to comply with the terms and conditions of the HCP and ITP. Accordingly, non-compliance with the terms and conditions of the HCP and ITP will render the authorization provided in this paragraph void, be deemed a breach of the contract and may subject Purchaser to liability for violation of the Endangered Species Act.

Any modifications to the contract shall be proposed in writing by Purchaser, shall continue to meet the terms and conditions of the HCP and ITP, and shall require the prior written approval of the Region Manager before taking effect.

G-063 Incidental Take Permit Notification Requirements

- a. Purchaser shall immediately notify the Contract Administrator of new locations of permit species covered by the Incidental Take Permits (ITP) that are discovered within the area covered by the State's Habitat Conservation Plan (HCP), including, but not limited to: locations of occupied murrelet habitat; spotted owl nest sites; wolves; grizzly bears; nests, communal roosts, or feeding concentrations of bald eagles; peregrine falcon nests; Columbian white-tailed deer; Aleutian Canada geese; Oregon silverspot butterflies; and additional stream reaches found to contain bull trout. Purchaser is required to notify the Contract Administrator upon discovery of any fish species found in streams or bodies of water classified as non-fish bearing. In all circumstances, notification must occur within a 24 hour time period.
- b. Upon locating any live, dead, injured, or sick specimens of any permit species covered by the ITP, Purchaser shall immediately notify the Contract Administrator. Purchaser shall notify the Contract Administrator if there is any doubt as to the identification of a discovered permit species. Purchaser may be required to take certain actions to help the Contract Administrator safeguard the well-being of any live, injured or sick specimens of any permit species discovered, until the proper disposition of such specimens can be determined by the Contract Administrator. Any such requirements will be explained to Purchaser by the Contract Administrator during the Pre-Work Conference. In all circumstances, notification must occur within a 24 hour time period.
- c. Purchaser shall refer to a specific ITP number, ITP TE812521-1 or ITP 1168 (copies which are located in the region office) in all correspondence and reports concerning permit activities.
- d. Provisions and requirements of the ITP shall be clearly presented and explained to Purchaser by Contract Administrator during the Pre-Work Conference as per contract clause G-330. All applicable provisions of the ITP and this schedule must be presented and clearly explained by Purchaser to all

authorized officers, employees, contractors, or agents of Purchaser conducting authorized activities in the timber sale area. Any questions Purchaser may have about the ITP should be directed to the Contract Administrator.

G-064 Permits

Purchaser is responsible for obtaining any permits not already obtained by the State that relate to Purchaser's operation. Forest Practice Application / Hydraulic Project Approval permits obtained by the State shall be transferred to Purchaser. Purchaser is responsible for all permits, amendments and renewals.

G-065 Regulatory Disclaimer

The State disclaims any responsibility for, or liability relating to, regulatory actions by any government agency, including actions pursuant to the Forest Practices Act, Ch. 76.09 RCW that may affect the operability of the timber sale.

G-066 Governmental Regulatory Actions

a. Risk

Purchaser shall be responsible for any increased operational costs arising from any applicable foreign or domestic governmental regulation or order that does not cause contract performance to become commercially impracticable or that does not substantially frustrate the purpose of the contract. If impracticability or frustration results from Purchaser's failure to comply with this contract, Purchaser shall remain responsible for payment of the total contract price notwithstanding the impracticability or frustration.

b. Sale Area

When portions of the sale area become subject to a foreign or domestic governmental regulation or order that will likely prevent timber harvest for a period that will exceed the expiration date of this contract, and Purchaser has complied with this contract, the following shall apply:

i. RCW 79.15.140 shall govern all adjustments to the contract area.

c. Adjustment of Price

The State shall adjust the total contract price by subtracting from the total contract price an amount determined in the following manner: The State shall cause the timber sale area subject to governmental regulation or order to be measured. The State shall calculate the percentage of the total sale area subject to the governmental regulation or order. The State shall reduce the total contract price by that calculated percentage. However, variations in species, value, costs, or other items pertaining to the affected sale area will be analyzed and included in the adjustment if deemed appropriate by the State. The State will further reduce the total contract price by the reasonable cost of unamortized roads Purchaser constructed but was unable to fully use for

removing timber. A reduction in total contract price terminates all of the Purchaser's rights to purchase and remove the timber and all other interest in the affected sale area.

G-070 Limitation on Damage

In the event of a breach of any provision of this contract by the State, the exclusive remedy available to Purchaser will be limited to a return of the initial deposit, unapplied payments, and credit for unamortized improvements made by Purchaser. The State shall not be liable for any damages, whether direct, incidental or consequential.

G-080 Scope of State Advice

No advice by any agent, employee, or representative of the State regarding the method or manner of performing shall constitute a representation or warranty that said method, manner or result thereof will conform to the contract or be suitable for Purchaser's purposes under the contract. Purchaser's reliance on any State advice regarding the method or manner of performance shall not relieve Purchaser of any risk or obligation under the contract. Purchaser retains the final responsibility for its operations under this contract and State shall not be liable for any injuries resulting from Purchaser's reliance on any State advice regarding the method or manner of performance.

G-091 Sale Area Adjustment

The Parties may agree to adjustments in the sale area boundary. The cumulative changes to the sale area during the term of the contract shall not exceed more than four percent of the original sale area. If the sale area is increased, the added forest products become a part of this contract. The State shall determine the volume added and shall calculate the increase to the total contract price using the rates set forth in clause G-101, G-102, or G-103. If the sale area is reduced, the State shall determine the volume to be reduced. The State shall calculate the reduction to the total contract price using the rates set forth in clause G-101, G-102, or G-103.

G-101 Forest Products Not Designated

Any forest products not designated for removal, which must be removed in the course of operations authorized by the State, shall be approved and designated by the Contract Administrator. Added forest products become a part of this contract and the Scribner log scale volume, as defined by the Northwest Log Rules Advisory Group, shall be determined by the Contract Administrator. Added forest products shall be paid for at the following contract payment rates per Mbf Scribner log scale.

The pricing schedule has not been set for the sale.

G-106 Adding Naturally Damaged Forest Products

Any forest products not designated for removal that are seriously damaged by disease, insects or wind, or that may contribute seriously to the spread of insect or disease damage may be added to this sale by the State's Contract Administrator. Additions must be in unlogged areas of the sale and added volume shall not exceed an amount equal to 10 percent of the original advertised volume. Added forest products become a

part of this contract and shall be paid for at the rate set forth in clause G-101, G-102 or G-103.

G-111 Title and Risk of Loss

Title to the forest products under this contract passes to the Purchaser after they are removed from the sale area, if adequate advance payment or payment security has been provided to the State under this contract. Purchaser bears all risk of loss of, or damage to, and has an insurable interest in, the forest products described in this contract from the time the sale is confirmed under RCW 79.15.120. Breach of this contract shall have no effect on this provision.

G-116 Sustainable Forestry Initiative® (SFI®) Certification

Forest products purchased under this contract are certified as being in conformance with the Sustainable Forestry Initiative 2022 Forest Management Standard under certificate number: BVC-SFIFM-018227.

Purchaser shall have at least one person regularly on-site during active operations that have completed training according to the requirements outlined within the SFI Standard. Purchaser shall designate in writing the name(s) of the individual(s) who will be on-site and provide proof of their successful completion of an approved training program prior to active operations.

G-120 Responsibility for Work

All work, equipment, and materials necessary to perform this contract shall be the responsibility of Purchaser. Any damage to improvements, except as provided in clause G-121 or unless the State issues an operating release pursuant to clause G-280, shall be repaired promptly to the satisfaction of the State and at Purchaser's expense.

G-121 Exceptions

Exceptions to Purchaser's responsibility in clause G-120 shall be limited exclusively to the following. These exceptions shall not apply where road damage occurs due to Purchaser's failure to take reasonable precautions or to exercise sound forest engineering and construction practices.

The State will bear the cost to repair damages caused by a third party. In all other cases, the Purchaser shall bear responsibility for the costs as described below.

Road is defined as the road bed, including but not limited to its component parts, such as cut and fill slopes, subgrade, ditches, culverts, bridges, and cattle guards.

For the purposes of this clause, damage will be identified by the State and is defined as:

1. Failure of (a) required improvements or roads designated in clause C-050, or (b) required or optional construction completed to the point that authorization to haul has been issued;

2. Caused by a single event from forces beyond the control of Purchaser, its employees, agents, or invitees, including independent contractors; and
3. Includes, but is not limited to natural disasters such as earthquakes, volcanic eruptions, landslides, and floods.

The repair work identified by the State shall be promptly completed by Purchaser at an agreed price. The State may elect to accomplish repairs by means of State-provided resources.

For each event, Purchaser shall be solely responsible for the initial \$5,000 in repairs. For repairs in excess of \$5,000, the parties shall share equally the portion of costs between \$5,000 and \$15,000. The State shall be solely responsible for the portion of the cost of repairs that exceed \$15,000.

Nothing contained in clauses G-120 and G-121 shall be construed as relieving Purchaser of responsibility for, or damage resulting from, Purchaser's operations or negligence, nor shall Purchaser be relieved from full responsibility for making good any defective work or materials. Authorization to haul does not warrant that Purchaser built roads are free from material defect and the State may require additional work, at Purchasers expense regardless of cost, to remedy deficiencies at any time.

G-140 Indemnity

To the fullest extent permitted by law, Purchaser shall indemnify, defend and hold harmless State, agencies of State and all officials, agents and employees of State, from and against all claims arising out of or resulting from the performance of the contract. "Claim" as used in this contract means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable for bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting therefrom. Purchasers' obligations to indemnify, defend, and hold harmless includes any claim by Purchasers' agents, employees, representatives, or any subcontractor or its employees. Purchaser expressly agrees to indemnify, defend, and hold harmless State for any claim arising out of or incident to Purchasers' or any subcontractors' performance or failure to perform the contract. Purchasers' obligation to indemnify, defend, and hold harmless State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials. Purchaser waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless State and its agencies, officials, agents or employees.

G-150 Insurance

Purchaser shall, at its cost and expense, buy and maintain insurance of the types and amounts listed below. Failure to buy and maintain the required insurance may result in a breach and/or termination of the contract at State's option. State may suspend Purchaser operations until required insurance has been secured.

All insurance and surety bonds should be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.

The State of Washington, Department of Natural Resources region office of sale origin shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications:

1. Insurers subject to Chapter 48.18 RCW (admitted and regulated by the Insurance Commissioner): The insurer shall give the State 45 days advance notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.
2. Insurers subject to Chapter 48.15 RCW (surplus lines): The State shall be given 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.

Before starting work, Purchaser shall furnish State of Washington, Department of Natural Resources with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified in the contract. Insurance coverage shall be obtained by the Purchaser prior to operations commencing and continually maintained in full force until all contract obligations have been satisfied or an operating release has been signed by the State.

Purchaser shall include all subcontractors as insured under all required insurance policies, or shall furnish separate certificates of insurance and endorsements for each subcontractor. Subcontractor(s) must comply fully with all insurance requirements stated herein. Failure of subcontractor(s) to comply with insurance requirements does not limit Purchaser's liability or responsibility.

The State of Washington, Department of Natural Resources, its elected and appointed officials, agents and employees shall be named as an additional insured via endorsement on all general liability, excess, umbrella, and property insurance policies.

All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by State. Purchaser waives all rights against State for recovery of damages to the extent these damages are covered by general liability or umbrella insurance maintained pursuant to this contract.

By requiring insurance herein, State does not represent that coverage and limits will be adequate to protect Purchaser and such coverage and limits shall not limit Purchaser's liability under the indemnities and reimbursements granted to State in this contract.

The limits of insurance, which may be increased as deemed necessary by State of Washington, Department of Natural Resources, shall not be less than as follows:

Commercial General Liability (CGL) Insurance. Purchaser shall maintain general liability (CGL) insurance, and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000.00 per each occurrence. If such CGL insurance contains aggregate limits, the General Aggregate limit shall be at least twice the "each occurrence" limit. CGL insurance shall have products-completed operations aggregate limit of at least two times the "each occurrence" limit. CGL coverage shall include a Logging and Lumbering Endorsement (i.e. Logger's Broad-Form) to cover the events that include, but are not limited to, fire suppression expenses, accidental timber trespasses, and wildfire property damage with limits of not less than \$2,000,000.00 each occurrence.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 (or a substitute form providing equivalent coverage). All insurance shall cover liability arising out of premises, operations, independent contractors, products completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another party assumed in a business contract), and contain separation of insured (cross liability) condition.

Employer's Liability "Stop Gap" Insurance. Purchaser shall buy employers liability insurance, and, if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000.00 each accident for bodily injury by accident or \$1,000,000.00 each employee for bodily injury by disease.

Workers' Compensation Coverage. Purchaser shall comply with all State of Washington workers' compensation statutes and regulations. Workers' compensation coverage shall be provided for all employees of Purchaser and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which exists out of or in connection with the performance of this contract. Except as prohibited by law, Purchaser waives all rights of subrogation against State for recovery of damages to the extent they are covered by workers' compensation, employer's liability, commercial general liability, or commercial umbrella liability insurance.

If Purchaser, subcontractor or sub-subcontractor fails to comply with all State of Washington workers' compensation statutes and regulations and State incurs fines or is required by law to provide benefits to or obtain coverage for such employees, Purchaser shall indemnify State. Indemnity shall include all fines, payment of benefits to Purchaser or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees.

Business Auto Policy (BAP). Purchaser shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than \$1,000,000.00 per accident. Such insurance shall cover liability arising out of "Any

Auto". Business auto coverage shall be written on ISO form CA 00 01, or substitute liability form providing equivalent coverage. If necessary the policy shall be endorsed to provide contractual liability coverage and cover a "covered pollution cost or expense" as provided in the 1990 or later editions of CA 00 01. Purchaser waives all rights against State for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

G-160 Agents

The State's rights and duties will be exercised by the Region Manager at Forks, Washington. The Region Manager will notify Purchaser in writing who is responsible for administering the contract. The Region Manager has sole authority to waive, modify, or amend the terms of this contract in the manner prescribed in clause G-180. No agent, employee, or representative of the State has any authority to bind the State to any affirmation, representation, or warranty concerning the forest products conveyed beyond the terms of this contract.

Purchaser is required to have a person on site during all operations who is authorized to receive instructions and notices from the State. Purchaser shall inform the State in writing who is authorized to receive instructions and notices from the State, and any limits to this person's authority.

G-170 Assignment and Delegation

No rights or interest in this contract shall be assigned by Purchaser without prior written permission of the State. Any attempted assignment shall be void and ineffective for all purposes unless made in conformity with this paragraph. Purchaser may perform any duty through a delegate, but Purchaser is not thereby relieved of any duty to perform or any liability. Any assignee or delegate shall be bound by the terms of the contract in the same manner as Purchaser.

G-180 Modifications

Waivers, modifications, or amendments of the terms of this contract must be in writing signed by Purchaser and the State.

G-190 Contract Complete

This contract is the final expression of the Parties' agreement. There are no understandings, agreements, or representations, expressed or implied, which are not specified in this contract.

G-200 Notice

Notices required to be given under the following clauses shall be in writing and shall be delivered to Purchaser's authorized agent or sent by certified mail to Purchaser's address of record:

G-210 Violation of Contract

G-220 State Suspends Operations

All other notices required to be given under this contract shall be in writing and delivered to the authorized agent or mailed to the Party's post office address. Purchaser agrees to notify the State of any change of address.

G-210 Violation of Contract

- a. If Purchaser violates any provision of this contract, the Contract Administrator, by written notice, may suspend those operations in violation. If the violation is capable of being remedied, Purchaser has 30 days after receipt of a suspension notice to remedy the violation. If the violation cannot be remedied (such as a violation of WAC 240-15-015) or Purchaser fails to remedy the violation within 30 days after receipt of a suspension notice, the State may terminate the rights of Purchaser under this contract and collect damages.
- b. If the contract expires pursuant to clause G-030 or G-031 without Purchaser having performed all its duties under this contract, Purchaser's right to operate is terminated and Purchaser shall not have the right to remedy the breach. This provision shall not relieve Purchaser of any payment obligations.
- c. The State has the right to remedy the breach in the absence of any indicated attempt by Purchaser or if Purchaser is unable, as determined by the State, to remedy the breach. Any expense incurred by the State shall be charged to Purchaser and shall be paid within 30 days of receipt of billing.
- d. If Purchaser's violation is a result of a failure to make a payment when due, in addition to a. and b. above, interest shall accrue on the unpaid balance at 12 percent per annum, beginning the date payment was due.

G-220 State Suspends Operations

The Contract Administrator may suspend any operation of Purchaser under this contract when the State is suffering, or there is a reasonable expectation the State will suffer environmental, monetary, or other damage if the operation is allowed to continue.

Purchaser shall be in breach of this contract if the operation continues after the suspension notice or if the operation resumes without prior approval and notice from the Contract Administrator.

Purchaser may request a modification of a suspension within 30 days of the start of suspension through the dispute resolution process in clause G-240. If this process results in a finding that the suspension exceeded the time reasonably necessary to stop or prevent damage to the State, Purchaser is entitled to request a contract term adjustment under clause G-040.

If it reasonably appears that the damage that the State is suffering, or can reasonably be expected to suffer if the operation is allowed to continue, will prevent harvest for a period that will exceed 6 months, and Purchaser has complied with this contract, the

provisions of clause G-066 shall govern just as if the harvest was prevented by an applicable foreign or domestic governmental regulation or order.

G-230 Unauthorized Activity

Any cutting, removal, or damage of forest products by Purchaser, its employees, agents, or invitees, including independent contractors, in a manner inconsistent with the terms of this contract or State law, is unauthorized. Such activity may subject Purchaser to liability for triple the value of said forest products under RCW 79.02.320 or RCW 79.02.300 and may result in prosecution under RCW 79.02.330 or other applicable statutes.

G-240 Dispute Resolution

The following procedures apply in the event of a dispute regarding interpretation or administration of this contract and the parties agree that these procedures must be followed before a lawsuit can be initiated.

- a. In the event of a dispute, Purchaser must make a written request to the Region Manager for resolution prior to seeking other relief.
- b. The Region Manager will issue a written decision on Purchaser's request within ten business days.
- c. Within ten business days of receipt of the Region Manager's decision, Purchaser may make a written request for resolution to the Deputy Supervisor - Uplands of the Department of Natural Resources.
- d. Unless otherwise agreed, a conference will be held by the Deputy Supervisor - Uplands within 30 calendar days of the receipt of Purchaser's request for review of the Region Manager's written decision. Purchaser and the Region Manager will have an opportunity to present their positions. The Deputy Supervisor - Uplands will issue a decision within a reasonable time of being presented with both Parties' positions.

G-250 Compliance with All Laws

Purchaser shall comply with all applicable statutes, regulations and laws, including, but not limited to; chapter 27.53 RCW, chapter 68.50 RCW, WAC 240-15 and WAC 296-54. Failure to comply may result in forfeiture of this contract.

G-260 Venue

This contract shall be governed by the laws of the State of Washington. In the event of a lawsuit involving this contract, venue shall be proper only in Thurston County Superior Court.

G-270 Equipment Left on State Land

All equipment owned or in the possession of Purchaser, its employees, agents, or invitees, including independent contractors, shall be removed from the sale area and other State land by the termination date of this contract. Equipment remaining

unclaimed on State land 60 days after the expiration of the contract period is subject to disposition as provided by law. Purchaser shall pay to the State all costs of moving, storing, and disposing of such equipment. The State shall not be responsible for any damages to or loss of the equipment or damage caused by the moving, storing or disposal of the equipment.

G-280 Operating Release

An operating release is a written document, signed by the State and Purchaser, indicating that Purchaser has been relieved of certain rights or responsibilities with regard to the entire or a portion of the timber sales contract. Purchaser and State may agree to an operating release for this sale, or portion of this sale, prior to the contract expiration, when all contract requirements pertaining to the release area have been satisfactorily completed. Upon issuance of a release, Purchaser's right to cut and remove forest products on the released area will terminate.

G-310 Road Use Authorization

Purchaser is authorized to use the following State roads and roads for which the State has acquired easements and road use permits; CP-850, 1+50 Spur, 3+50 Spur, 2+50 Spur, CP-850.1 and Mary Clark Pit Access Rd. The State may authorize in writing the use of other roads subject to fees, restrictions, and prior rights.

G-330 Pre-work Conference

Purchaser shall arrange with the Contract Administrator to review this contract and to examine the sale area before beginning any operations. A plan of operations shall be developed and agreed upon by the Contract Administrator and Purchaser before beginning any operations. To the extent that the plan of operations is inconsistent with the contract, the terms of the contract shall prevail. State's acceptance and approval of Purchaser's plan of operations shall not be construed as any statement or warranty that the plan of operations is adequate for Purchaser's purposes or complies with applicable laws.

G-340 Preservation of Markers

Any legal land subdivision survey corners and witness objects are to be preserved. If such are destroyed or disturbed, the Purchaser shall, at the Purchaser's own expense, re-establish them through a licensed land surveyor in accordance with U.S. General Land Office standards. Corners and/or witness objects that must be disturbed or destroyed in the process of road construction or logging shall be adequately referenced and/or replaced in accordance with RCW 58.24.040(8). Such references must be approved by the Contract Administrator prior to removal of said corners and/or witness objects.

G-360 Road Use Reservation

The State shall have the right to use, without charge, all existing roads and any road constructed or reconstructed on State lands by Purchaser under this contract. The State may extend such rights to others. If the State grants such rights to others, the State shall require performance or payment, as directed by the State, for their proportionate share of maintenance based on their use.

G-380 Road Easement and Road Use Permit Requirements

Purchaser agrees to comply with the terms and conditions of the attached:

55-073678 Crown Pacific LP

55-085718 Makah Indian Tribe

G-430 Open Fires

Purchaser shall not set, or allow to be set by Purchaser's employees, agents, invitees and independent contractors, any open fire at any time of the year without first obtaining permission, in writing, from the Contract Administrator.

G-450 Encumbrances

This contract and Purchaser's activities are subject to the following:

DATA MISSING

Section P: Payments and Securities

P-011 Initial Deposit

Purchaser paid DATA MISSING initial deposit, which will be maintained pursuant to RCW 79.15.100(3). If the operating authority on this contract expires without Purchaser's payment of the full amount specified in Clause P-020, the initial deposit will be immediately forfeited to the State, and will be offset against Purchaser's remaining balance due. Any excess initial deposit funds not needed to ensure full payment of the contract price, or not needed to complete any remaining obligations of the Purchaser existing after contract expiration, will be refunded to the Purchaser.

P-020 Payment for Forest Products

Purchaser agrees to pay the total, lump sum contract price of \$115,232.00. The total contract price consists of a \$0.00 contract bid price plus \$115,232.00 in fees. Fees collected shall be retained by the state unless the contract is adjusted via the G-066 clause. Purchaser shall be liable for the entire purchase price, and will not be entitled to any refunds or offsets unless expressly stated in this contract.

THE PURCHASE PRICE SHALL NOT BE AFFECTED BY ANY FACTORS, INCLUDING: the amount of forest products actually present within the contract area, the actual acreage covered by the contract area, the amount or volume of forest products actually cut or removed by purchaser, whether it becomes physically impossible or uneconomic to remove the forest products, and whether the subject forest products have been lost or damaged by fire or any other cause. The only situations Purchaser may not be liable for the full purchase price are governed by clause G-066, concerning governmental regulatory actions taken during the term of the contract.

P-045 Guarantee of Payment

Purchaser will pay for forest products prior to cutting or will guarantee payment by posting an approved payment security. The amount of cash or payment security shall

be determined by the State and shall equal or exceed the value of the cutting proposed by Purchaser.

P-050 Billing Procedure

The State will compute and forward to Purchaser statements of charges provided for in the contract. Purchaser shall deliver payment to the State on or before the date shown on the billing statement.

P-080 Payment Account Refund

Advance payments made under P-045 or P-045.2 remaining on account above the value for the charges shall be returned to Purchaser within 30 days following the final report of charges. Refunds not made within the 30 day period will accrue interest at the interest rate, as established by WAC 332-100-030, computed on a daily basis until paid.

P-090 Performance Security

Purchaser agrees to furnish, within 30 days of the confirmation date, security acceptable to the State in the amount of \$100,000.00. The Security provided shall guarantee performance of all provisions of this contract and payment of any damages caused by operations under this contract or resulting from Purchaser's noncompliance with any rule or law. Acceptable performance security may be in the form of a performance bond, irrevocable letter of credit, cash, savings or certificate of deposit account assignments, and must name the State as the obligee or beneficiary. A letter of credit must comply with Title 62A RCW, Article 5. Performance security must remain in full force over the duration of the contract length. Surety bonds issued shall conform to the issuance and rating requirements in clause G-150. The State shall retain the performance security pursuant to RCW 79.15.100. Purchaser shall not operate unless the performance security has been accepted by the State. If at any time the State decides that the security document or amount has become unsatisfactory, Purchaser agrees to suspend operations and, within 30 days of notification, to replace the security with one acceptable to the State or to supplement the amount of the existing security.

P-100 Performance Security Reduction

The State may reduce the performance security after an operating release has been issued if the State determines that adequate security exists for any remaining obligations of Purchaser.

Section H: Harvesting Operations

H-013 Reserve Tree Damage Definition

Reserve trees are trees required and designated for retention within the sale boundary. Purchaser shall protect reserve trees from being cut, damaged, or removed during operations.

Reserve tree damage exists when one or more of the following criteria occur as a result of Purchaser's operation, as determined by the Contract Administrator:

- a. A reserve tree has one or more scars on its trunk exposing the cambium layer, which in total exceeds 100 square inches.

- b. A reserve tree top is broken or the live crown ratio is reduced below 30 percent.
- c. A reserve tree has more than 1/3 of the circumference of its root system injured such that the cambium layer is exposed.

If the Contract Administrator determines that a reserve tree has been cut or damaged, the Purchaser shall provide a replacement reserve tree of like condition, size, and species within the sale unit containing the damaged leave tree, as approved by the Contract Administrator. Purchaser may be required to pay liquidated damages for Excessive Reserve Tree Damage as detailed in clause D-041.

Removal of designated reserve trees from the sale area is unauthorized, and may invoke the use of the G-230 'Unauthorized Activity' clause. Purchaser is required to leave all cut or damaged reserve trees on site.

H-016 Skid Trail Requirements

A skid trail is defined as an area that is used for more than three passes by any equipment.

Purchaser shall comply with the following during the yarding operation:

- a. A skid trail will not exceed 12 feet in width, including rub trees.
- b. Skid trails shall not cover more than 15 percent of the total acreage on one unit.
- c. Location of the skid trails must be marked by Purchaser and approved by the Contract Administrator.
- d. Except for rub trees, skid trails shall be felled and yarded prior to the felling of adjacent timber.
- e. Rub trees shall be left standing until all timber tributary to the skid trail has been removed.
- f. Excessive soil damage is not permitted. Excessive soil damage is described in clause H-017.
- g. Purchaser will not have more than two skid trails open to active skidding at any one time. All other skid trails used for skidding timber will be closed.
- h. Once a skid trail is closed, Purchaser will not reopen a skid trail unless approved in writing by the Contract Administrator.

- i. Skid trails will be water barred at the time of completion of yarding, if required by the Contract Administrator.

Purchaser shall not deviate from the requirements set forth in this clause without prior written approval from the Contract Administrator.

H-017 Preventing Excessive Soil Disturbance

Operations may be suspended when soil rutting exceeds 12 inches as measured from the natural ground line. To reduce soil damage, the Contract Administrator may require water bars to be constructed, grass seed to be placed on exposed soils, or other mitigation measures. Suspended operations shall not resume unless approval to do so has been given, in writing, by the Contract Administrator.

H-040 Purchaser Harvest Plan

Purchaser shall, as part of the plan of operations, prepare an acceptable harvest plan for utilizing rubber tired skidders, shovel logging and cable assist/tethered logging in the sale are. The plan shall address the location and timing of desired use, which are part(s) of this contract. The harvest plan shall be approved by the Contract Administrator prior to beginning the harvest operation. Purchaser shall not deviate from the harvest plan without prior written approval by the Contract Administrator.

H-051 Branding and Painting

Purchaser shall provide a State of Washington registered log brand, acceptable to the State, unless the State agrees to furnish the brand. All purchased timber shall be branded in a manner that meets the requirements of WAC 240-15-030(2)(a)(i). All timber purchased under a contract designated as export restricted shall also be painted in a manner that meets the requirements of WAC 240-15-030(2)(a)(ii).

For pulp loads purchased under a contract designated as export restricted, Purchaser shall brand at least 3 logs with legible brands at one end. Also, 10 logs shall be painted at one end with durable red paint.

H-080 Snags Not to be Felled

Snags not required to be felled for safety reasons may be left standing. Snags felled for safety reasons shall not be removed and must remain where felled.

H-120 Harvesting Equipment

Forest products sold under this contract shall be harvested and removed using Ground Based 12% Cable 88% . Forest products sold using cable, cable-tethered, and ground based equipment. Cable-tethered equipment is limited to sustained slopes of 75 percent and less. Ground based equipment is limited to tracked equipment on sustained slopes that are 45 percent and less. Rubber tired skidders and shovel logging must meet rutting and skidding requirements and harvest plan must be submitted and approved by the Contract Administrator. Authority to use other equipment or to operate outside the equipment specifications detailed above must be approved in writing by the State.

H-125 Log Suspension Requirements

Lead-end suspension is required for all yarding activities.

H-140 Special Harvest Requirements

Purchaser shall accomplish the following during the harvest operations:

1. Purchaser shall immediately repair all gate damage resulting from operations to an equal or better condition that existed at the time of the sale.
2. While felling timber, one Warning sign must be posted on the CP-850.
3. Yarding equipment shall not cross live streams without an FPHP.
4. Logs being yarded over the inner gorge in Unit 5 must be bucked to no longer than 40 ft.
5. Purchaser shall pre-mark corridors when cable yarding in Unit 5 and give 3 days' notice for Geologist or State Contract Administrator approval. Bumper logs will be used in all yarding corridors across streams and felled RMZ trees will be left behind perpendicular to the slope. Yarding corridor width shall not exceed 15 feet. Trees cut in the RMZ shall be high stumped.
6. Yarding corridors and tailholds in all units shall be kept out of RILS.
7. The Purchaser shall notify all employees and contractors working on this sale that any danger tree, marked or unmarked, may be felled. Any felled marked danger tree shall be replaced with a suitable tree of similar size and species as approved by the Contract Administrator.
8. No Cedar Salvage

Permission to do otherwise must be granted in writing by the Contract Administrator.

H-190 Completion of Settings

Operations begun on any setting of the sale area shall be completed before any operation begins on subsequent settings unless authorized in writing by the Contract Administrator.

H-220 Protection of Residual or Adjacent Trees

Unless otherwise specified by this contract, the Contract Administrator shall identify damaged adjacent or leave trees that shall be paid for according to clause G-230.

H-230 Tops and Limbs Outside the Sale Boundary

Tops and limbs outside the sale boundary as a result of Purchaser's operation shall be removed concurrently with the yarding operation unless otherwise directed by the Contract Administrator.

Section C: Construction and Maintenance**C-040 Road Plan**

Road construction and associated work provisions of the Road Plan for this sale, dated 1/10/2024 are hereby made a part of this contract.

C-050 Purchaser Road Maintenance and Repair

Purchaser shall perform work at their own expense on all roads listed in the road plan, authorized in Clause G-310 and not listed in Clause C-060. All work shall be completed to the specifications detailed in the Road Plan.

C-060 Designated Road Maintainer

If required by the State, Purchaser shall perform maintenance and replacement work as directed by the Contract Administrator on the Mary Clark Pit Access Road. Purchaser shall furnish a statement in a form satisfactory to the State showing the costs incurred while performing this work. Costs shall be based on the rates set forth in the equipment rate schedule on file at the Region office or Engineering Division in Olympia. The State shall reimburse Purchaser for said costs within 30 days of receipt and approval of the statement.

C-080 Landing Locations Approved Prior to Construction

Landings shall be marked by Purchaser and approved by the Contract Administrator prior to construction.

C-140 Water Bars

Purchaser shall, as directed by the Contract Administrator, construct water bars across haul roads, skid trails and fire trails as necessary to control soil erosion and water pollution.

Section S: Site Preparation and Protection**S-001 Emergency Response Plan**

An Emergency Response Plan (ERP) shall be provided to the Contract Administrator containing but not limited to, valid contact numbers and procedures for medical emergencies, fire, hazardous spills, forest practice violations and any unauthorized or unlawful activity on or in the vicinity of the sale area. The Contract Administrator and the State shall be promptly notified whenever an incident occurs requiring an emergency response.

The ERP must be presented for inspection at the prework meeting and kept readily available to all personnel, including subcontractors, on site during active operations.

S-010 Fire Hazardous Conditions

Purchaser acknowledges that operations under this Contract may increase the risk of fire. Purchaser shall conduct all operations under this agreement following the requirements of WAC 332-24-005 and WAC 332-24-405 and further agrees to use the highest degree of care to prevent uncontrolled fires from starting.

In the event of an uncontrolled fire, Purchaser agrees to provide equipment and personnel working at the site to safely and effectively engage in first response fire suppression activity.

Purchaser's failure to effectively engage in fire-safe operations is considered a breach and may result in suspension of operations.

S-030 Landing Debris Clean Up

Landing debris shall be disposed of in a manner approved in writing by the Contract Administrator.

S-050 Cessation of Operations for Low Humidity

When the humidity is 30 percent or lower on the sale area, all operations must cease unless authority to continue is granted by the State in writing.

S-060 Pump Truck or Pump Trailer

Purchaser shall provide a fully functional pump truck or pump trailer equipped to meet the specifications of WAC 332-24-005 and WAC 332-24-405 during the "closed season" or as extended by the State and shall provide trained personnel to operate this equipment on the sale area during all operating periods.

S-130 Hazardous Materials

a. Hazardous Materials and Waste - Regulatory Compliance

Purchaser is responsible for understanding and complying with all applicable local, state, and federal hazardous material/waste laws and regulations for operations conducted under this contract. Such regulations pertain to, but may not be limited to, hazardous material storage, handling and transport, personnel protection, release notification and emergency response, cleanup, and waste disposal.

Purchaser shall be responsible for restoring the site in the event of a spill or other releases of hazardous material/waste during operations conducted under this contract.

b. Hazardous Materials Spill Prevention

All operations shall be conducted in a manner that avoids the release of hazardous materials, including petroleum products, into the environment (water, air or land).

c. Hazardous Materials Spill Containment, Control and Cleanup

If safe to do so, Purchaser shall take immediate action to contain and control all hazardous material spills. Purchaser shall ensure that enough quick response spill kits capable of absorbing 10 gallons of oil, coolant, solvent or contaminated water are available on site to quickly address potential spills

from any piece of equipment at all times throughout active operations. If large quantities of bulk fuel/other hazardous materials are stored on site, Purchaser must be able to effectively control a container leak and contain & recover a hazmat spill equal to the largest single on site storage container volume. (HAZWOPER reg. 29CFR 1910.120 (j) (1) (vii)).

d. Hazardous Material Release Reporting

Releases of oil or hazardous materials to the environment must be reported according to the State Department of Ecology (ECY). It is the responsibility of the Purchaser to have all emergency contact information readily available and a means of remote communication for purposes of quick notification. In the event of a spill covered in part a., the Purchaser is responsible for immediately notifying all the following:

- Department of Emergency Management at 1-800-258-5990
- National Response Center at 1-800-424-8802
- Appropriate Department of Ecology (ECY) at 1-800-645-7911
- DNR Contract Administrator

S-131 Refuse Disposal

As required by RCW 70.93, All Purchaser generated refuse shall be removed from state lands for proper disposal prior to termination of this contract. No refuse shall be burned, buried or abandoned on state forest lands. All refuse shall be transported in a manner such that it is in compliance with RCW 70.93 and all loads or loose materials shall be covered/secured such that these waste materials are properly contained during transport.

Section D: Damages

D-013 Liquidated Damages or Failure to Perform

The following clauses provide for payments by Purchaser to the State for breaches of the terms of this contract other than failure to perform. These payments are agreed to as liquidated damages and not as penalties. They are reasonable estimates of anticipated harm to the State, which will be caused by Purchaser's breach. These liquidated damages provisions are agreed to by the State and Purchaser with the understanding of the difficulty of proving loss and the inconvenience or infeasibility of obtaining an adequate remedy. These liquidated damages provisions provide greater certainty for the Purchaser by allowing the Purchaser to better assess its responsibilities under the contract.

Clause P-020 governs Purchaser's liability in the event Purchaser fails to perform any of the contract requirements other than the below liquidated damage clauses without written approval by the State. Purchaser's failure to pay for all or part of the forest products sold in this contract prior to expiration of the contract term results in substantial injury to the State. Therefore, Purchaser agrees to pay the State the full lump sum contract price in P-020 in the event of failure to perform.

D-041 Reserve Tree Excessive Damage

When Purchaser’s operations exceed the damage limits set forth in clause H-013, Reserve Tree Damage Definition, and when the Contract Administrator determines that a suitable replacement for a damaged reserve tree is not possible, the damaged trees result in substantial injury to the State. The value of the damaged reserve trees at the time of the breach is not readily ascertainable. Therefore, the Purchaser agrees to pay the State as liquidated damages at the rate of \$1,000.00 per tree for all damaged reserve trees that are not replaced in Unit 1 and 5.

SIGNATURES

This agreement may be executed in any number of counterparts (including by electronic mail in portable document format (.pdf), or by facsimile) each of which shall be deemed an original but all of which, when taken together, shall constitute one and the same Agreement binding on all parties.

IN WITNESS WHEREOF, the Parties hereto have entered into this contract.

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Purchaser

Print Name

William Wells
Olympic Region Manager

Date: _____
Address: _____

Date: _____

CORPORATE ACKNOWLEDGEMENT
(Required for both LLC and Inc. Entities)

STATE OF _____)

COUNTY OF _____)

On this _____ day of _____, 20____, before me personally appeared _____

_____ to me known to be the _____ of the corporation that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the corporation, for the uses and purposes therein mentioned, and on oath stated that (he/she was) (they were) authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the State of

My appointment expires _____

Schedule A
Slash Piling

Specifications for Slash Piling

The areas shall be piled by creating circular piles of slash and brush conforming to the following specifications:

1. Piles shall be a minimum of 12 feet tall by 8 feet wide to a maximum of 30 feet tall and 16 feet wide. Piles shall be cone shaped and stable.
2. Piles shall be free of topsoil, large rotten logs and large stumps. No material larger than 8 inches in diameter shall be piled. Any burnable material shall be well scattered.
3. Piles shall not be placed on large stumps or logs.
4. Piles shall be stacked a minimum of 50 feet from all unit boundaries, Riparian Management Zones, leave tree areas and any standing timber; a minimum of 100 feet from any public roads and highways; and a minimum of 200 feet from any structures.
5. Piling shall be completed using an approved hydraulic shovel and grapples.
6. Slash and displaced soil shall be removed from swales and natural drainage channels concurrent with yarding.
7. Slash generated during cable yarding shall be stacked in dirt free piles and shall not block roads or interfere with functioning of drainage structures, ditches, or stream channels.

Schedule B
Green Tree Retention Plan

Leave the following as directed by the contract administrator:

1. All trees banded with blue paint and all leave tree area clumps shall remain standing. The perimeter of the leave tree clumps are designated by Leave Tree Area Tags. The tags face outward from the leave tree clumps.

Unit #	# of Individually Marked Trees	# of Clumps	# of Trees Clumped	Total # of Leave Trees
1	0	5	376	376
2	56	2	424	480

Permission to substitute leave trees must be granted by the Contract Administrator.



WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES
FOREST EXCISE TAX ROAD SUMMARY SHEET

Region:

Timber Sale Name:

Application Number:

EXCISE TAX APPLICABLE ACTIVITIES

Construction: **linear feet**
Road to be constructed (optional and required) but not abandoned

Reconstruction: **linear feet**
Road to be reconstructed (optional and required) but not abandoned

Abandonment: **linear feet**
Abandonment of existing roads not reconstructed under the contract

Decommission: **linear feet**
Road to be made undriveable but not officially abandoned.

Pre-Haul Maintenance: **linear feet**
Existing road to receive maintenance work (optional and required) prior to haul

EXCISE TAX EXEMPT ACTIVITIES

Temporary Construction: **linear feet**
Roads to be constructed (optional and required) and then abandoned

Temporary Reconstruction: **linear feet**
Roads to be reconstructed (optional and required) and then abandoned

All parties must make their own assessment of the taxable or non-taxable status of any work performed under the timber sale contract. The Department of Revenue bears responsibility for determining forest road excise taxes. The Department of Natural Resources developed this form to help estimate the impact of forest excise taxes. However, the information provided may not precisely calculate the actual amount of taxes due. The Department of Revenue is available for consultation by calling 1.800.548.8829.

(Revised 9/18)

PRE-CRUISE NARRATIVE

Sale Name: Salmonberry Surprise	Region: Olympic
Agreement #: 30-106462	District: Ozette
Contact Forester: Trystan Harpold Phone / Location: (360) 640-9471	County(s): Clallam
Alternate Contact: Erik Camacho-Roldan Phone / Location: (360) 640-9165	Other information: Click here to enter text.

Type of Sale: Lump Sum	
Harvest System: Uphill Cable Click here to enter text.	88%
Harvest System: Ground based Click here to enter text.	12%
Harvest System: Select harvest system Click here to enter text.	Click here to enter percent sale acres.

UNIT ACREAGES AND METHOD OF DETERMINATION:

Unit # Harvest R/W or RMZ WMZ	Legal Description <small>(Enter only one legal for each unit)</small> Sec/Twp/Rng	Grant or Trust	Gross Proposal Acres	Deductions from Gross Acres (No harvest acres)				Net Harvest Acres	Acreage Determination <small>(List method and error of closure if applicable)</small>
				RMZ/ Unstable slope Acres	Leave Tree Acres	Existing Road Acres	WMZ Acres		
1	T31 R12W S36	03	80	28	3	2	0	47	GPS (Garmin)
2 ROW	T31 R12W S36	03	1	0	0	0	0	1	GPS (Garmin)
3 ROW	T31 R12W S36	03	1	0	0	0	0	1	GPS (Garmin)
4 ROW	T31 R12W S36	03	2	1	0	0	0	1	GPS (Garmin)
5	T31 R12W S36	03/04	96	30	6	0	0	60	GPS (Garmin)
TOTAL ACRES			180	59	9	2	0	110	

HARVEST PLAN AND SPECIAL CONDITIONS:

Unit #	Harvest Prescription: (Leave, take, paint color, tags, flagging etc.)	Special Management areas:	Other conditions (# leave trees, etc.)
1	<p>Harvest Boundaries: Timber sale boundary tags, pink flagging, red flashers, blue paint, timber type change, and roads.</p> <p>Leave Tree Areas: Leave tree area tags, pink flagging, red flashers and blue paint.</p>		<p>Clumped Leave Trees: 376</p> <p>Individual Leave Trees: 0</p> <p>Total Trees: 376</p>
2 ROW	<p>Harvest Boundaries: Orange Right-of-Way boundary tags, orange flagging, red flashers, orange paint, and roads.</p>		
3 ROW	<p>Harvest Boundaries: Orange Right-of-Way boundary tags, orange flagging, red flashers, orange paint, and roads.</p>		
4 ROW	<p>Harvest Boundaries: Orange Right-of-Way boundary tags, orange flagging, red flashers, orange paint, and roads.</p>		
5	<p>Harvest Boundaries: Timber sale boundary tags, pink flagging, red flashers, blue paint, timber type change, and roads.</p> <p>Leave Tree Areas: Leave tree area tags, pink flagging, red flashers and blue paint.</p>		<p>Clumped Leave Trees: 424</p> <p>Individual Leave Trees: 56</p> <p>Total Trees: 480</p>

OTHER PRE-CRUISE INFORMATION:

Unit #	Primary,secondary Species / Estimated Volume (MBF)	Access information (Gates, locks, etc.)	Photos, traverse maps required
1	Douglas-fir/western hemlock, 1,513 MBF	Locked gate with a AA-1 lock after exiting Hwy 113/112 onto the CP-850.	See cruise map
2 ROW	Douglas-fir/western hemlock, 32 MBF	Locked gate with a AA-1 lock after exiting Hwy 113/112 onto the CP-850.	See cruise map
3 ROW	Douglas-fir/western hemlock, 32 MBF	Locked gate with a AA-1 lock after exiting Hwy 113/112 onto the CP-850.	See cruise map
4 ROW	Douglas-fir/western hemlock, 32 MBF	Locked gate with a AA-1 lock after exiting Hwy 113/112 onto the CP-850.	See cruise map
5	Douglas-fir/western hemlock, 1,996 MBF	Unit can be accessed by traversing Unit 1 along ridge top or through Claude Bear sale off the CB-1000. Unit can also be accessed behind a gate locked with an AF-55 Merrill and Ring lock after exiting Hwy 113/112 onto the MR-3400.	See cruise map
TOTAL MBF	3,605 MBF		

REMARKS:

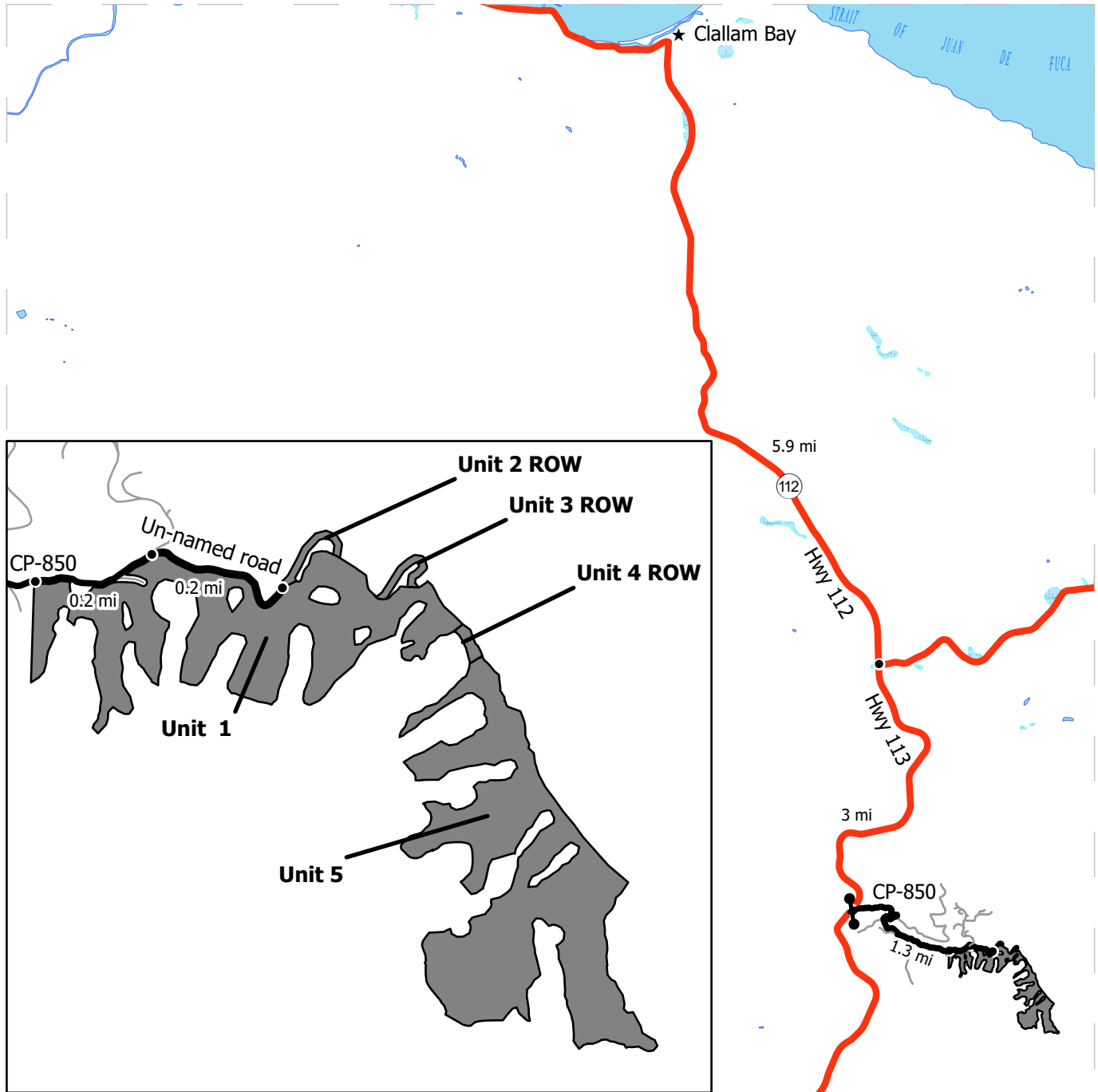
The pre-sales office has an AF-55 Merrill and Ring key available to access the sale.
--

Prepared By: Trystan Harpold Date: 01/24/2024	Title: State Lands Forester	CC: Erik Camacho-Roldan
--	------------------------------------	--------------------------------

DRIVING MAP

SALE NAME: SALMONBERRY SURPRISE
AGREEMENT #: 30-106462
TOWNSHIP(S): T30R12W, T31R12W
TRUST(S): Agricultural School (4), Common School and Indemnity (3)

REGION: Olympic Region
COUNTY(S): Clallam
ELEVATION RGE: 920'-1540'



- Harvest Units
- Highway
- Haul Route
- Other Route
- Distance Indicator
- Gate (<<Lock Type>>)
- Town

DRIVING DIRECTIONS:

Unit 1: From Clallam Bay, travel south on SR 112 for 5.9 mi. Continue straight onto SR 113 for 3 mi. Turn left onto the CP-850 and continue for 1.3 mi to the unit.

Unit 2 ROW: From the beginning of unit 1, continue on CP-850 for 0.2 mi to un-named road on the right. Unit 2 ROW is 0.2 mi down un-named road on foot.

Unit 3 ROW: From the end of Unit 2 ROW, continue southeast through Unit 1 on foot for 500 ft to Unit 3 ROW.

Unit 4 ROW: From the end of Unit 3 ROW, continue southeast along the ridge through Unit 1 on foot for 500 ft to Unit 4 ROW.

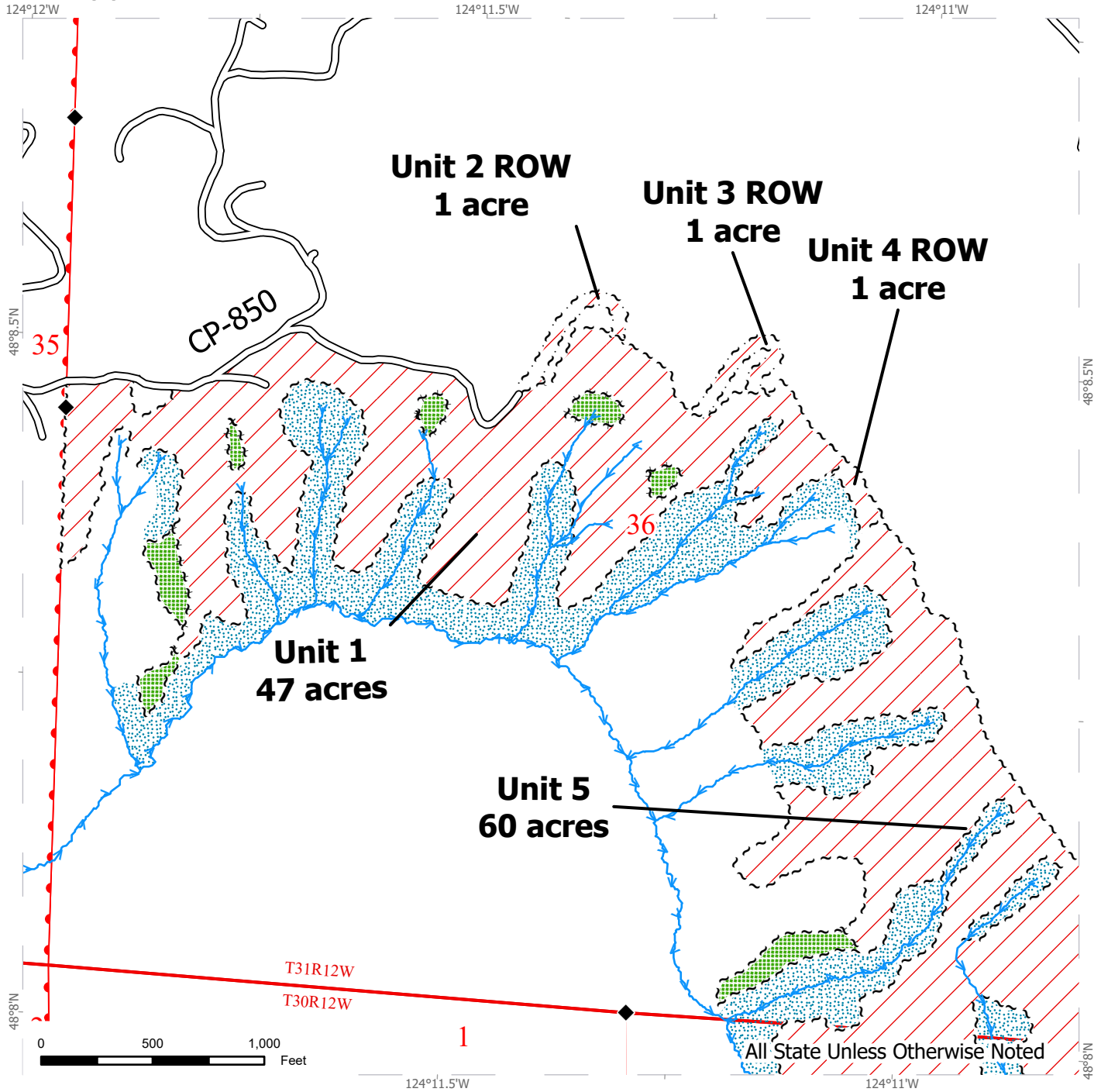
Unit 5: Continue through Unit 4 ROW for 300 ft to Unit 5.



PRE - CRUISE MAP

SALE NAME: SALMONBERRY SURPRISE
AGREEMENT #: 30-106462
TOWNSHIP(S): T30R12W, T31R12W
TRUST(S): Agricultural School (4), Common School and Indemnity (3)

REGION: Olympic Region
COUNTY(S): Clallam
ELEVATION RGE: 920'-1540'

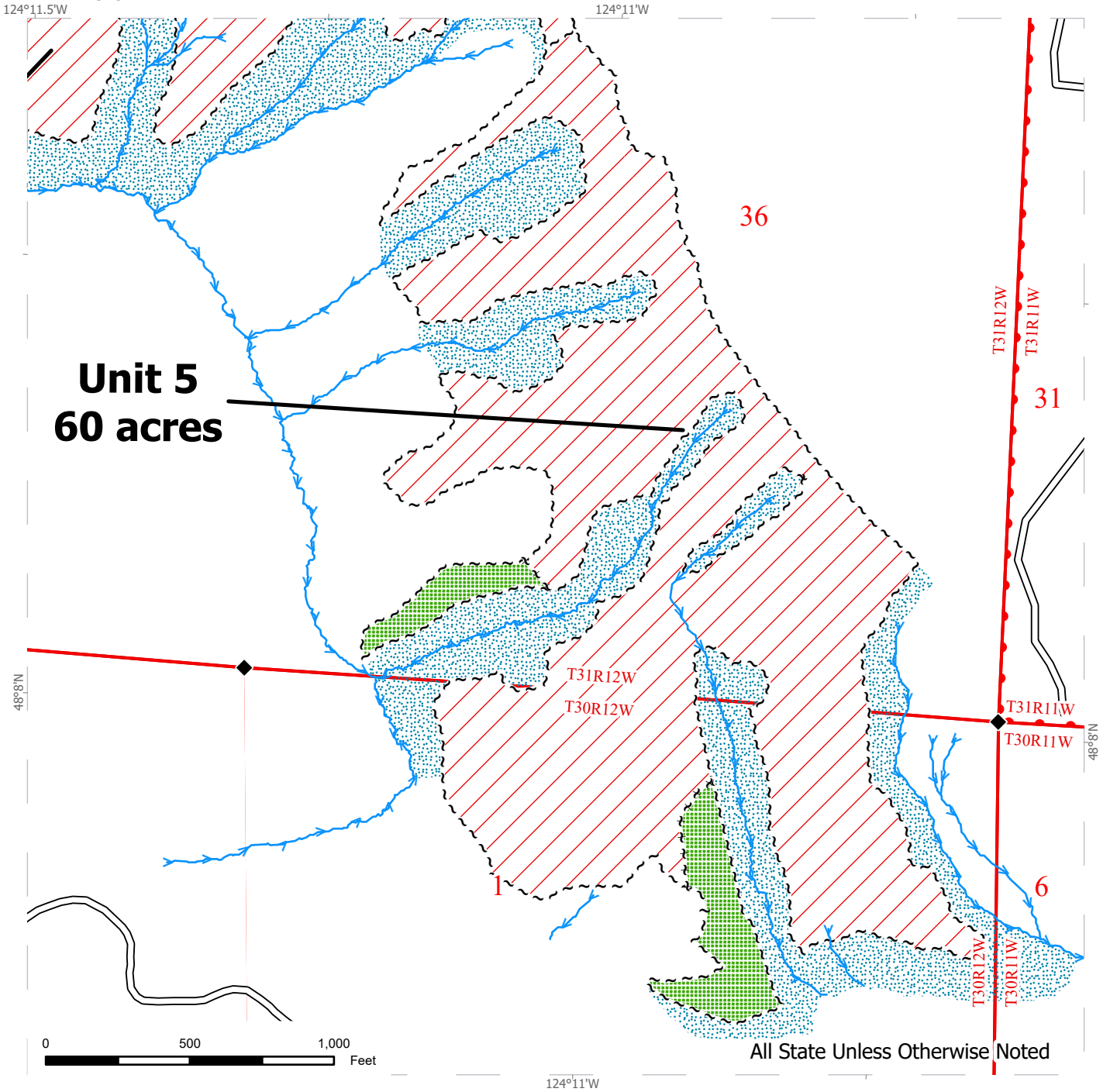


Leave Tree Area	Right of Way Tags	Stream Break
Riparian Mgt Zone	Existing Roads	Survey Monument
Sale Boundary Tags	Streams	
Leave Tree Tags	Stream Type	

PRE - CRUISE MAP

SALE NAME: SALMONBERRY SURPRISE
AGREEMENT #: 30-106462
TOWNSHIP(S): T30R12W, T31R12W
TRUST(S): Agricultural School (4), Common School and Indemnity (3)

REGION: Olympic Region
COUNTY(S): Clallam
ELEVATION RGE: 920'-1540'



Leave Tree Area	Existing Roads	Survey Monument
Riparian Mgt Zone	Streams	
Sale Boundary Tags	Stream Type	
Leave Tree Tags	Stream Break	



Timber Sale Cruise Report Salmonberry Surprise

Sale Name: SALMONBERRY

Sale Type: LUMP SUM

Region: OLYMPIC

District: OZETTE

Lead Cruiser: Kevin Peterson

Other Cruisers:

Cruise Narrative:

Location:

This sale is located off of US HWY 113 on the CP-850 road. An AA1 key is needed to access the unit. Access to unit 1 is pretty good, access to unit 5 is to walk thru unit 1.

Cruise Design:

I used a 71.11/40 BAF combo for both units and a 54.44/40 BAF combo for the ROWs. The 40 BAF was used to pick up RA and RC. Merch height was determined at 40% of the diameter at 16'. All logs were cruised in 40' lengths, except RC at 36'.

Timber Quality:

This sale has a mixture of larger diameter DF and WH throughout the sale. There are some smaller diameter of DF and WH scattered through the sale as well as some RA and RC. Common defects in the sale were sweep, forked tops and spike knots.

Logging and Stand Conditions:

This sale is pretty steep overall and has some brush to get through to access some of the sale. the brush in the sale isn't too bad. This sale is 88% uphill cable harvest and 12% ground based harvest.

Timber Sale Notice Volume (MBF)

Sp	DBH	Rings/In	Age	MBF Volume by Grade				
				All	2 Saw	3 Saw	4 Saw	Utility
DF	14.6	6.7		2,688	1,123	1,180	385	
WH	13.6	6.4		1,366	431	680	255	
RA	12.9			266	23	54	161	29
RC	12.8			112		90	22	
ALL	14.0	6.5		4,432	1,576	2,003	824	29

Timber Sale Notice Weight (tons)

Sp	Tons by Grade				
	All	2 Saw	3 Saw	4 Saw	Utility
DF	22,745	8,958	10,599	3,188	
WH	13,165	4,064	6,793	2,307	
RA	2,507	189	460	1,639	219

Tons by Grade					
Sp	All	2 Saw	3 Saw	4 Saw	Utility
RC	976		810	166	
ALL	39,393	13,212	18,662	7,300	219

Timber Sale Overall Cruise Statistics

BA (sq ft/acre)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR SE (%)	Net Vol (bf/acre)	Vol SE (%)
331.6	3.2	119.3	2.6	39,571	4.1

Timber Sale Unit Cruise Design

Unit	Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
SALMONBERRY SURPRISE U1	B2C: VR, 2 BAF (71.11, 40 for some species) Measure/Count Plots, Sighting Ht = 4.5 ft	47.0	49.8	24	13	1
SALMONBERRY SURPRISE U2 ROW	B2: VR, 2 BAF (54.44, 40 for some species) Measure All, Sighting Ht = 4.5 ft	1.0	1.1	1	1	0
SALMONBERRY SURPRISE U3 ROW	B2: VR, 2 BAF (54.44, 40 for some species) Measure All, Sighting Ht = 4.5 ft	1.0	1.1	1	1	0
SALMONBERRY SURPRISE U4 ROW	B2: VR, 2 BAF (54.44, 40 for some species) Measure All, Sighting Ht = 4.5 ft	1.0	0.7	1	1	0
SALMONBERRY SURPRISE U5	B2C: VR, 2 BAF (71.11, 40 for some species) Measure/Count Plots, Sighting Ht = 4.5 ft	62.0	65.4	31	12	0
All		112.0	118.0	58	28	1

Timber Sale Log Grade x Sort Summary

Sp	Status	Grade	Sort	Dia	Len	BF Gross	BF Net	Defect %	Tons	MBF Net
DF	LIVE	2 SAW	Domestic	14.1	40	10,783	10,024	7.0	8,958.4	1,122.7
DF	LIVE	3 SAW	Domestic	8.1	40	10,944	10,535	3.7	10,598.7	1,180.0
DF	LIVE	4 SAW	Domestic	5.4	25	3,511	3,440	2.0	3,187.8	385.2
RA	LIVE	2 SAW	Domestic	12.0	30	238	205	13.6	189.3	23.0
RA	LIVE	3 SAW	Domestic	10.5	35	542	478	11.8	460.2	53.6
RA	LIVE	4 SAW	Domestic	7.2	32	1,581	1,436	9.2	1,639.0	160.8
RA	LIVE	UTILITY	Pulp	5.9	19	257	257	0.0	218.7	28.8
RC	LIVE	3 SAW	Domestic	7.6	36	836	800	4.3	809.8	89.6

Sp	Status	Grade	Sort	Dia	Len	BF Gross	BF Net	Defect %	Tons	MBF Net
RC	LIVE	4 SAW	Domestic	5.0	24	201	201	0.0	165.9	22.5
WH	LIVE	2 SAW	Domestic	14.4	40	4,180	3,844	8.0	4,064.2	430.6
WH	LIVE	3 SAW	Domestic	8.6	40	6,350	6,071	4.4	6,793.3	679.9
WH	LIVE	4 SAW	Domestic	5.3	28	2,280	2,280	0.0	2,307.5	255.3

Timber Sale Log Sort x Diameter Bin Summary

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	5 - 8	LIVE	Domestic	6.1	31	8,838	2.2	9,032.6	989.9
DF	9 - 11	LIVE	Domestic	10.6	40	5,137	5.1	4,754.0	575.3
DF	12 - 14	LIVE	Domestic	12.9	40	4,958	4.3	4,641.9	555.3
DF	15 - 19	LIVE	Domestic	16.4	40	5,066	9.6	4,316.4	567.4
RA	5 - 8	LIVE	Pulp	5.9	19	257	0.0	218.7	28.8
RA	5 - 8	LIVE	Domestic	7.0	31	1,219	8.9	1,382.4	136.5
RA	9 - 11	LIVE	Domestic	10.4	36	696	11.5	716.7	77.9
RA	12 - 14	LIVE	Domestic	12.0	30	205	13.6	189.3	23.0
RC	5 - 8	LIVE	Domestic	6.1	31	820	0.0	774.4	91.8
RC	12 - 14	LIVE	Domestic	12.9	36	181	16.5	201.3	20.3
WH	5 - 8	LIVE	Domestic	5.8	32	4,459	1.4	4,932.9	499.5
WH	9 - 11	LIVE	Domestic	10.7	40	3,891	5.3	4,167.9	435.8
WH	12 - 14	LIVE	Domestic	13.7	40	2,365	5.9	2,606.9	264.9
WH	15 - 19	LIVE	Domestic	15.6	40	1,479	11.3	1,457.3	165.7

Cruise Unit Report SALMONBERRY SURPRISE U1

Unit Sale Notice Volume (MBF): SALMONBERRY SURPRISE U1

Sp	DBH	Rings/In	Age	MBF Volume by Grade				Utility
				All	2 Saw	3 Saw	4 Saw	
DF	14.2	7.0		1,055	414	486	154	
WH	13.7	6.3		583	210	255	117	
RA	12.8			104	9	21	62	11
RC	12.8			47		37	9	
ALL	13.8	6.5		1,788	634	799	343	11

Unit Cruise Design: SALMONBERRY SURPRISE U1

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B2C: VR, 2 BAF (71.11, 40 for some species) Measure/Count Plots, Sighting Ht = 4.5 ft	47.0	49.8	24	13	1

Unit Cruise Summary: SALMONBERRY SURPRISE U1

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	33	62	2.6	1
WH	14	33	1.4	3
RA	10	15	0.6	0
RC	5	8	0.3	0
ALL	62	118	4.9	4

Unit Cruise Statistics: SALMONBERRY SURPRISE U1

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	183.7	66.5	13.6	122.2	29.6	5.1	22,444	72.8	14.5
WH	97.8	119.0	24.3	126.8	27.2	7.3	12,397	122.1	25.4
RA	25.0	168.9	34.5	88.2	17.6	5.6	2,205	169.8	34.9
RC	13.3	191.1	39.0	74.4	19.6	8.8	992	192.1	40.0
ALL	319.8	28.6	5.8	118.9	30.3	3.8	38,038	41.6	7.0

Unit Summary: SALMONBERRY SURPRISE U1

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	33	ALL	14.2	66	82	23,564	22,444	4.8	167.0	183.7	48.7	1,054.9
RA	LIVE	CUT	10	ALL	12.8	56	69	2,425	2,205	9.1	28.0	25.0	7.0	103.6
RC	LIVE	CUT	5	ALL	12.8	50	61	1,028	992	3.5	14.9	13.3	3.7	46.6
WH	LIVE	CUT	14	ALL	13.7	62	76	13,048	12,397	5.0	95.5	97.8	26.4	582.6
ALL	LIVE	CUT	62	ALL	13.9	63	78	40,064	38,038	5.1	305.4	319.8	85.9	1,787.8
ALL	ALL	ALL	62	ALL	13.9	63	78	40,064	38,038	5.1	305.4	319.8	85.9	1,787.8

Cruise Unit Report SALMONBERRY SURPRISE U2 ROW

Unit Sale Notice Volume (MBF): SALMONBERRY SURPRISE U2 ROW

Sp	DBH	Rings/In	Age	MBF Volume by Grade				
				All	2 Saw	3 Saw	4 Saw	Utility
DF	21.5			14	10	4	0	
RA	14.5			11		3	7	1
WH	16.0			7		6	1	
ALL	16.7			33	10	13	9	1

Unit Cruise Design: SALMONBERRY SURPRISE U2 ROW

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B2: VR, 2 BAF (54.44, 40 for some species) Measure All, Sighting Ht = 4.5 ft	1.0	1.1	1	1	0

Unit Cruise Summary: SALMONBERRY SURPRISE U2 ROW

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	2	2	2.0	0
RA	3	3	3.0	0
WH	1	1	1.0	0
ALL	6	6	6.0	0

Unit Cruise Statistics: SALMONBERRY SURPRISE U2 ROW

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	108.9	0.0	0.0	129.0	31.4	22.2	14,041	31.4	22.2
RA	120.0	0.0	0.0	95.3	7.9	4.5	11,430	7.9	4.5
WH	54.4	0.0	0.0	134.6	0.0	0.0	7,330	0.0	0.0
ALL	283.3	0.0	0.0	115.8	23.4	9.6	32,801	23.4	9.6

Unit Summary: SALMONBERRY SURPRISE U2 ROW

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	2	ALL	21.5	90	115	14,804	14,041	5.2	43.2	108.9	23.5	14.0
RA	LIVE	CUT	3	ALL	14.5	63	78	13,030	11,430	12.3	104.6	120.0	31.5	11.4
WH	LIVE	CUT	1	ALL	16.0	75	94	7,330	7,330	0.0	39.0	54.4	13.6	7.3

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
ALL	LIVE	CUT	6	ALL	16.7	72	90	35,164	32,801	6.7	186.8	283.3	68.6	32.8
ALL	ALL	ALL	6	ALL	16.7	72	90	35,164	32,801	6.7	186.8	283.3	68.6	32.8

Cruise Unit Report SALMONBERRY SURPRISE U3 ROW

Unit Sale Notice Volume (MBF): SALMONBERRY SURPRISE U3 ROW

Sp	DBH	Rings/In	Age	MBF Volume by Grade			
				All	2 Saw	3 Saw	4 Saw
DF	17.1			30	15	14	1
WH	17.7			14	5	7	2
ALL	17.3			45	20	22	3

Unit Cruise Design: SALMONBERRY SURPRISE U3 ROW

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B2: VR, 2 BAF (54.44, 40 for some species) Measure All, Sighting Ht = 4.5 ft	1.0	1.1	1	1	0

Unit Cruise Summary: SALMONBERRY SURPRISE U3 ROW

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	4	4	4.0	0
WH	2	2	2.0	0
ALL	6	6	6.0	0

Unit Cruise Statistics: SALMONBERRY SURPRISE U3 ROW

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	217.8	0.0	0.0	139.8	30.6	15.3	30,437	30.6	15.3
WH	108.9	0.0	0.0	130.9	2.2	1.5	14,254	2.2	1.5
ALL	326.6	0.0	0.0	136.8	24.5	10.0	44,690	24.5	10.0

Unit Summary: SALMONBERRY SURPRISE U3 ROW

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	4	ALL	17.1	79	99	32,963	30,437	7.7	136.5	217.8	52.7	30.4
WH	LIVE	CUT	2	ALL	17.7	86	108	15,476	14,254	7.9	63.7	108.9	25.9	14.3
ALL	LIVE	CUT	6	ALL	17.3	81	102	48,440	44,690	7.7	200.2	326.6	78.5	44.7
ALL	ALL	ALL	6	ALL	17.3	81	102	48,440	44,690	7.7	200.2	326.6	78.5	44.7

Cruise Unit Report SALMONBERRY SURPRISE U4 ROW

Unit Sale Notice Volume (MBF): SALMONBERRY SURPRISE U4 ROW

Sp	DBH	Rings/In	Age	MBF Volume by Grade			
				All	2 Saw	3 Saw	4 Saw
DF	21.2			26	15	10	1
WH	17.7			14	5	7	2
RA	12.0			3			3
ALL	17.8			43	20	17	6

Unit Cruise Design: SALMONBERRY SURPRISE U4 ROW

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B2: VR, 2 BAF (54.44, 40 for some species) Measure All, Sighting Ht = 4.5 ft	1.0	0.7	1	1	0

Unit Cruise Summary: SALMONBERRY SURPRISE U4 ROW

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	3	3	3.0	0
WH	2	2	2.0	0
RA	1	1	1.0	0
ALL	6	6	6.0	0

Unit Cruise Statistics: SALMONBERRY SURPRISE U4 ROW

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	163.3	0.0	0.0	159.6	12.2	7.1	26,069	12.2	7.1
WH	108.9	0.0	0.0	130.9	2.2	1.5	14,254	2.2	1.5
RA	40.0	0.0	0.0	72.6	0.0	0.0	2,903	0.0	0.0
ALL	312.2	0.0	0.0	138.5	26.1	10.6	43,226	26.1	10.6

Unit Summary: SALMONBERRY SURPRISE U4 ROW

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	3	ALL	21.2	99	126	28,596	26,069	8.8	66.6	163.3	35.5	26.1
RA	LIVE	CUT	1	ALL	12.0	60	74	3,209	2,903	9.5	50.9	40.0	11.5	2.9
WH	LIVE	CUT	2	ALL	17.7	86	108	15,476	14,254	7.9	63.7	108.9	25.9	14.3

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
ALL	LIVE	CUT	6	ALL	17.8	83	105	47,281	43,226	8.6	181.2	312.2	72.9	43.2
ALL	ALL	ALL	6	ALL	17.8	83	105	47,281	43,226	8.6	181.2	312.2	72.9	43.2

Cruise Unit Report SALMONBERRY SURPRISE U5

Unit Sale Notice Volume (MBF): SALMONBERRY SURPRISE U5

Sp	DBH	Rings/In	Age	MBF Volume by Grade				Utility
				All	2 Saw	3 Saw	4 Saw	
DF	14.7	6.5		1,562	670	665	228	
WH	13.3	6.5		747	209	405	133	
RA	12.8			148	14	29	89	16
RC	12.8			65		52	13	
ALL	14.0	6.5		2,523	892	1,152	463	16

Unit Cruise Design: SALMONBERRY SURPRISE U5

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B2C: VR, 2 BAF (71.11, 40 for some species) Measure/Count Plots, Sighting Ht = 4.5 ft	62.0	65.4	31	12	0

Unit Cruise Summary: SALMONBERRY SURPRISE U5

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	33	86	2.8	2
WH	16	45	1.5	2
RA	10	21	0.7	0
RC	5	11	0.4	0
ALL	64	163	5.3	4

Unit Cruise Statistics: SALMONBERRY SURPRISE U5

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	197.3	70.1	12.6	127.7	28.8	5.0	25,201	75.8	13.5
WH	103.2	126.8	22.8	116.8	25.4	6.3	12,054	129.3	23.6
RA	27.1	172.1	30.9	88.2	17.6	5.6	2,390	173.0	31.4
RC	14.2	186.2	33.4	74.4	19.6	8.8	1,056	187.2	34.6
ALL	341.8	20.6	3.7	119.1	30.0	3.7	40,701	36.4	5.3

Unit Summary: SALMONBERRY SURPRISE U5

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	33	ALL	14.7	68	85	26,496	25,201	4.9	167.4	197.3	51.5	1,562.5
RA	LIVE	CUT	10	ALL	12.8	56	69	2,628	2,390	9.1	30.3	27.1	7.6	148.2
RC	LIVE	CUT	5	ALL	12.8	50	61	1,094	1,056	3.5	15.9	14.2	4.0	65.5
WH	LIVE	CUT	16	ALL	13.3	60	74	12,631	12,054	4.6	107.0	103.2	28.3	747.3
ALL	LIVE	CUT	64	ALL	14.0	63	78	42,849	40,701	5.0	320.6	341.8	91.3	2,523.5
ALL	ALL	ALL	64	ALL	14.0	63	78	42,849	40,701	5.0	320.6	341.8	91.3	2,523.5



Forest Practices Application/Notification Notice of Decision

FPA/N No: 2618343

Effective Date: 5/24/2024

Expiration Date: 5/24/2027

Shut Down Zone: 650, 652 NE

EARR Tax Credit: Eligible Non-eligible

Reference: WA Dept. of Natural Resources
Salmonberry Surprise

Decision

- Notification Accepted** Operations shall not begin before the effective date.
- Approved** This Forest Practices Application is subject to the conditions listed below.
- Disapproved** This Forest Practices Application is disapproved for the reasons listed below.
- Withdrawn** Applicant has withdrawn the Forest Practices Application/Notification (FPA/N).
- Closed** All forest practices obligations are met.

FPA/N Classification

Class II Class III Class IVG Class IVS

Number of Years Granted on Multi-Year Request

4 years 5 years

Conditions on Approval/Reasons for Disapproval

Issued By: Erik Dukes

Region: Olympic

Title: Forest Practices Forester

Date: 5/24/2024

Copies to: Landowner, Timber Owner and Operator

Issued in person: LO TO OP By: Krista Pagel *Ks Pagel*

Date: 5/24/2024

Appeal Information

You have thirty (30) days to **file** (i.e., **actually deliver**) an appeal in writing of this Decision and any related State Environmental Policy Act (SEPA) determinations to the Pollution Control Hearings Board, the Attorney General's Office, and the Department of Natural Resources' region office. See [RCW 76.09.205](#). The appeal period starts when the applicant receives this decision, which usually happens electronically on the date indicated below.

You must file your appeal at all three addresses below:

Pollution Control Hearings Board	Office of the Attorney General Natural Resources Division	Department Of Natural Resources Olympic Region
Physical Address 1111 Israel Road, SW Suite 301 Tumwater, WA 98501 Mailing address Post Office Box 40903 Olympia, WA 98504-0903	Physical Address 1125 Washington Street, SE Olympia, WA 98504 Mailing Address Post Office Box 40100 Olympia, WA 98504-0100	Physical & Mailing Address 411 Tillicum Lane Forks, WA 98331

Information regarding the Pollution Control Hearings Board can be found at: <http://eluhwa.gov/>

Other Applicable Laws

Operating as described in this application/notification does not ensure compliance with the Endangered Species Act, or other federal, state, or local laws.

Transfer of Forest Practices Application/Notification (WAC 222-20-010)

Use the "Notice of Transfer of Approved Forest Practices Application/Notification" form. This form is available at region offices and on the Forest Practices website <https://www.dnr.wa.gov/programs-and-services/forest-practices/review-applications-fpars/forest-practices-forms-and>. Notify DNR of new Operators within 48 hours.

Continuing Forestland Obligations (RCW 76.09.060, RCW 76.09.070, RCW 76.09.390, and WAC 222-20-055)

Obligations include reforestation, road maintenance and abandonment plans, conversions of forestland to non-forestry use and/or harvest strategies on perennial non-fish habitat (Type Np) waters in Eastern Washington.

Before the sale or transfer of land or perpetual timber rights subject to continuing forest and obligations, the seller must notify the buyer of such an obligation on a form titled "Notice of Continuing Forest Land Obligation". The seller and buyer must both sign the "Notice of Continuing Forest Land Obligation" form and send it to the DNR Region Office for retention. This form is available at DNR region offices.

If the seller fails to notify the buyer about the continuing forestland obligation, the seller must pay the buyer's costs related to continuing forestland obligations, including all legal costs and reasonable attorneys' fees incurred by the buyer in enforcing the continuing forestland obligation against the seller.

Failure by the seller to send the required notice to DNR at the time of sale will be prima facie evidence in an action by the buyer against the seller for costs related to the continuing forestland obligation prior to sale.

DNR Declaration of Mailing

I, , caused the Notice of Decision for FPA/N No. . Click or tap here to enter text. to be placed in the United States mail at Forks, WA, postage paid. I declare under penalty of perjury of the laws of the State of Washington, that the foregoing is true and correct.

(Date)

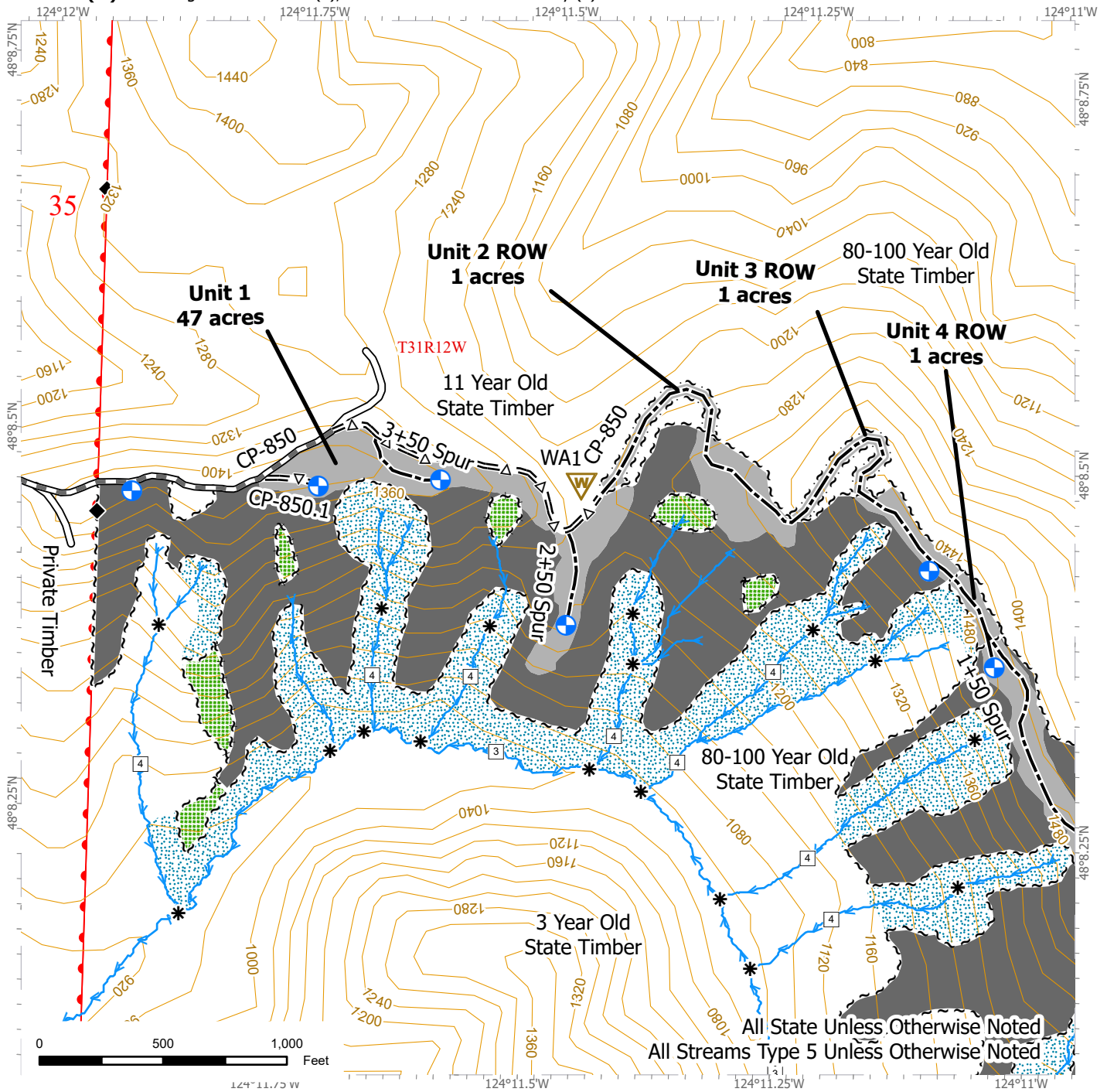
(City & State where signed)

(Signature)

LOGGING PLAN MAP

SALE NAME: SALMONBERRY
AGREEMENT #: 30-106462
TOWNSHIP(S): T30R12W, T31R12W
TRUST(S): Agricultural School (4), Common School and Indemnity (3)

REGION: Olympic Region
COUNTY(S): Clallam
ELEVATION RGE: 920'-1540'



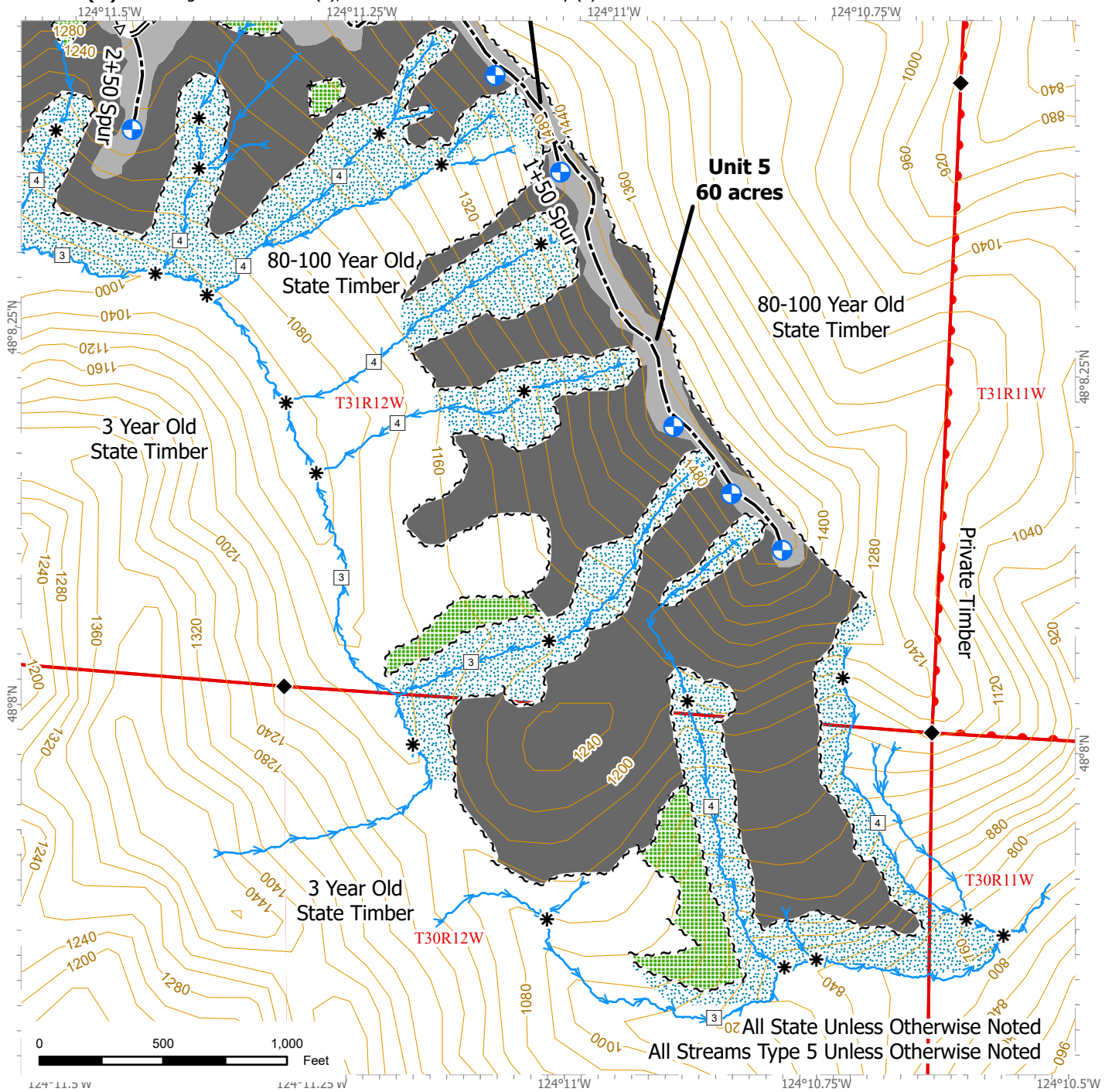
Existing Roads	Leave Tree Tags	Riparian Mgt Zone
Required Pre-Haul Maintenance	Right of Way Tags	40-foot Contours
Optional Pre-Haul Maintenance	Streams	Cable
Optional Construction	Stream Type	Ground
Proposed Landing	Stream Break	Public Land Survey Townships
Waste Area	Survey Monument	Public Land Survey Sections
Sale Boundary Tags	Leave Tree Area	DNR Managed Lands



LOGGING PLAN MAP

SALE NAME: SALMONBERRY
AGREEMENT #: 30-106462
TOWNSHIP(S): T30R12W, T31R12W
TRUST(S): Agricultural School (4), Common School and Indemnity (3)

REGION: Olympic Region
COUNTY(S): Clallam
ELEVATION RGE: 920'-1540'



△	Optional Pre-Haul Maintenance	—	Streams	—	40-foot Contours
—	Optional Construction	□	Stream Type	■	Cable
●	Proposed Landing	*	Stream Break	■	Ground
~ ~	Sale Boundary Tags	◆	Survey Monument	▭	Public Land Survey Townships
⋈	Leave Tree Tags	■	Leave Tree Area	▭	Public Land Survey Sections
~ ~	Right of Way Tags	■	Riparian Mgt Zone	▭	DNR Managed Lands



STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
SALMONBERRY SURPRISE TIMBER SALE ROAD PLAN
CLALLAM COUNTY
COAST DISTRICT

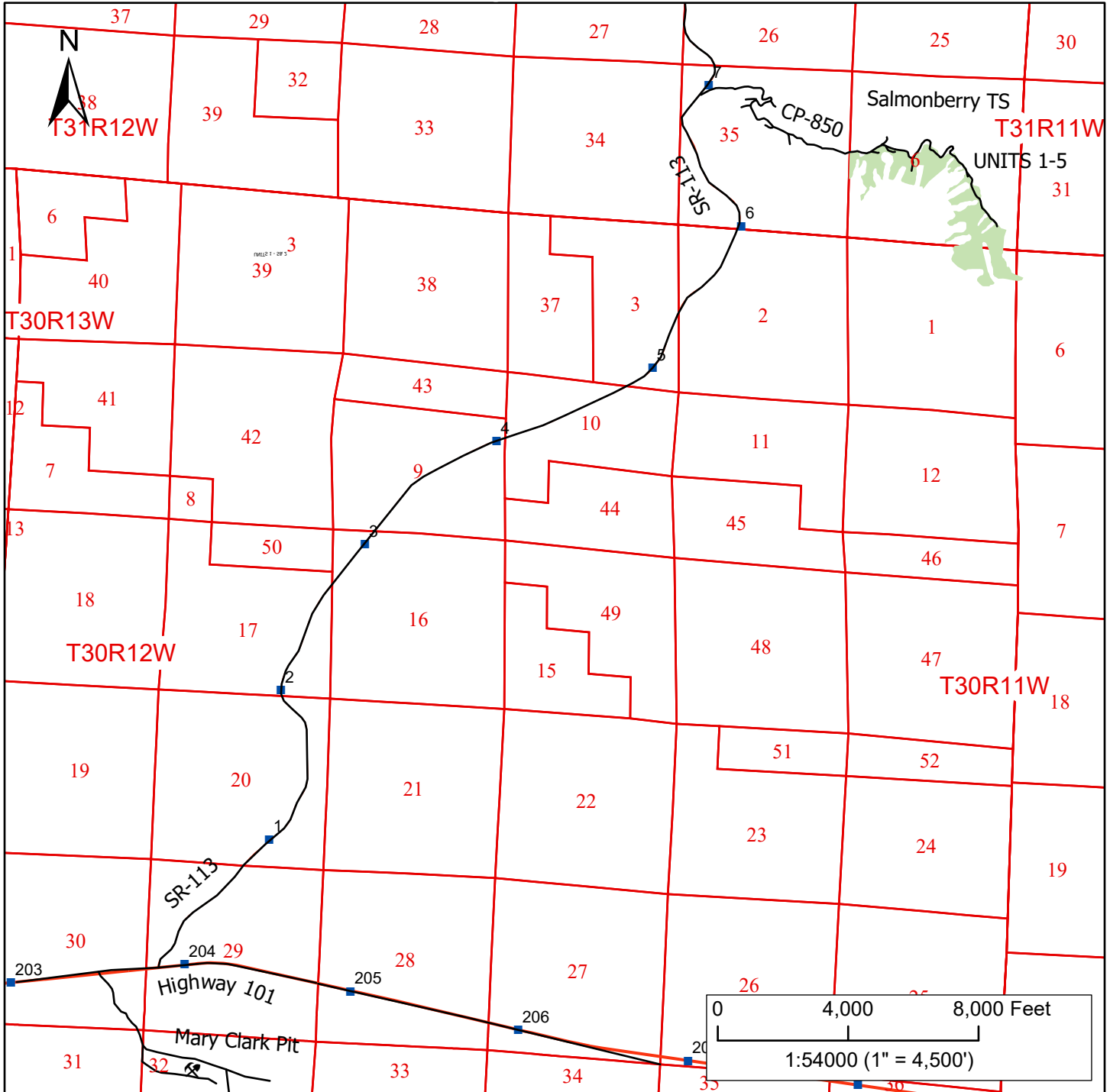
AGREEMENT NO.: 30-106462

DISTRICT ENGINEER: BILL MEHL

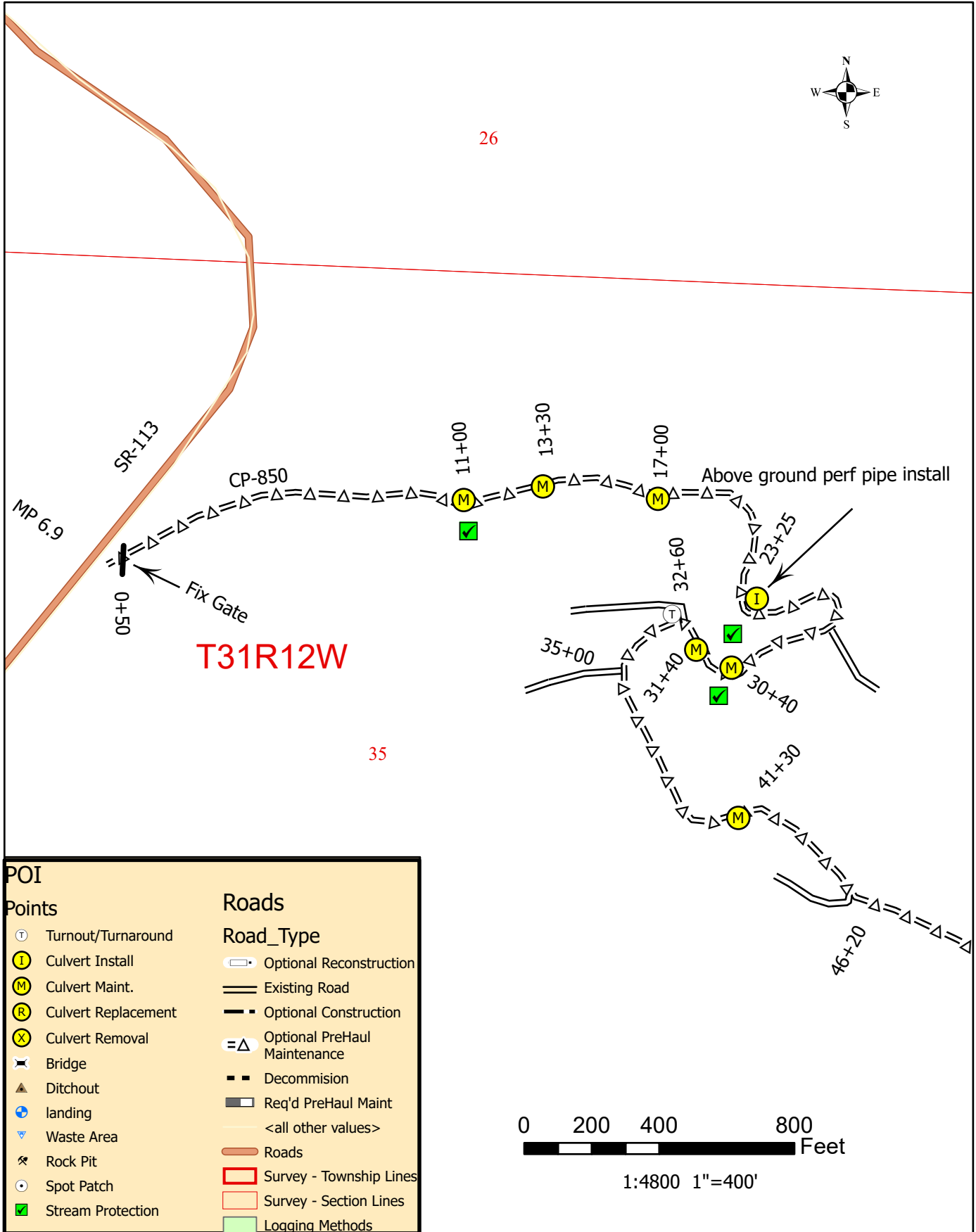
DATE: 10 JANUARY 2024

DRAWN AND COMPILED BY: BILL MEHL

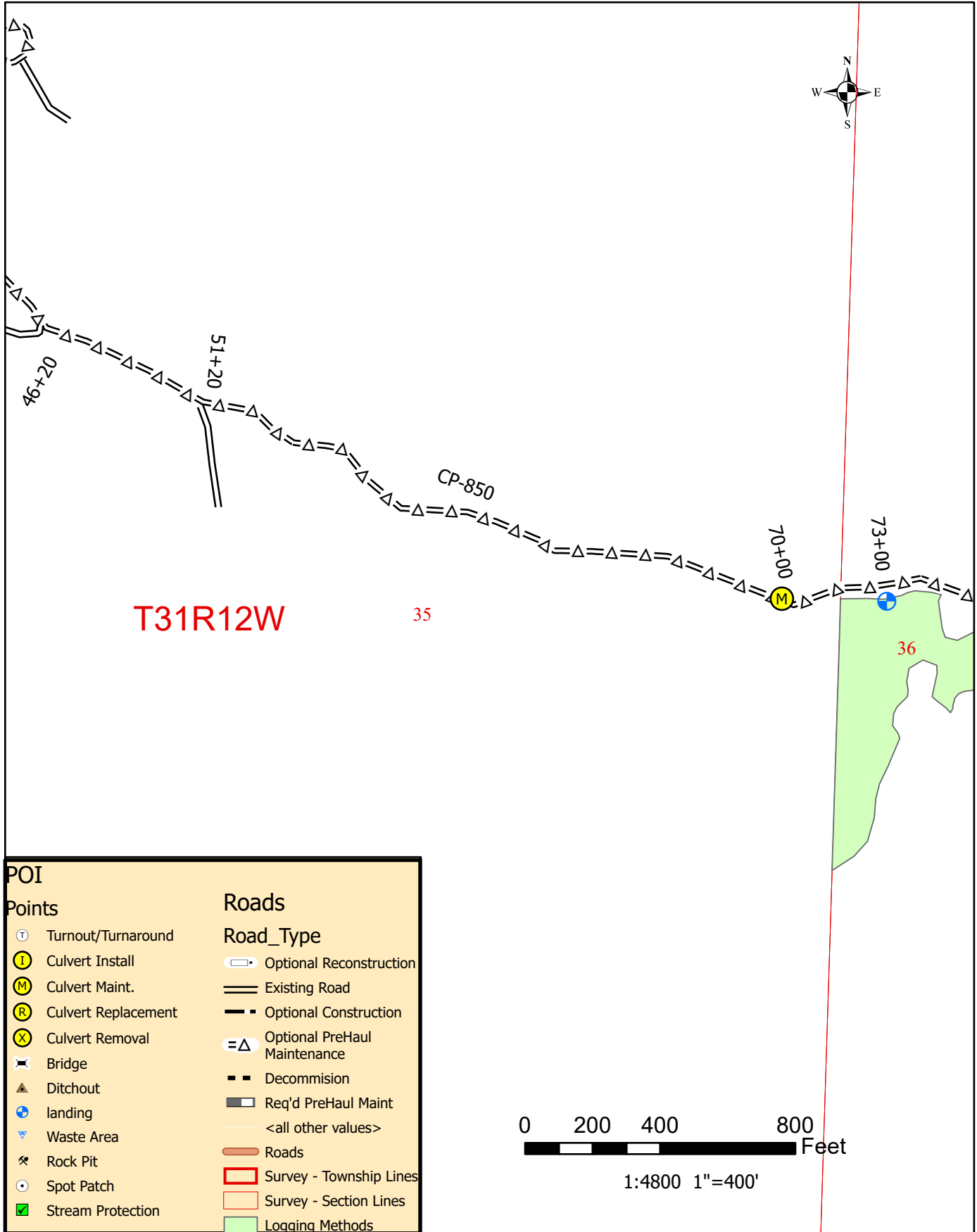
Project Map



Salmonberry Surprise PreHaul Maintenance

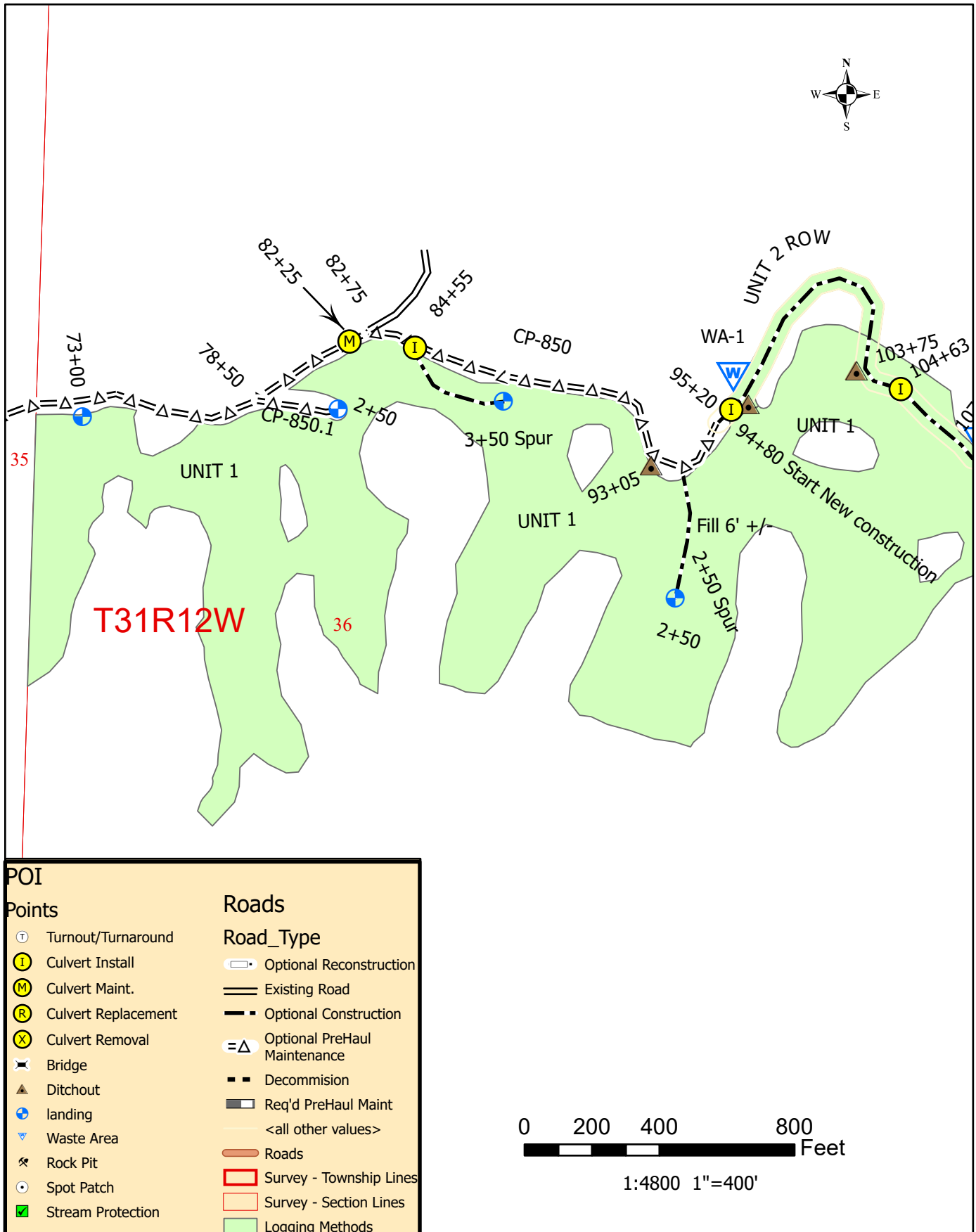


Salmonberry Surprise PreHaul Maintenance



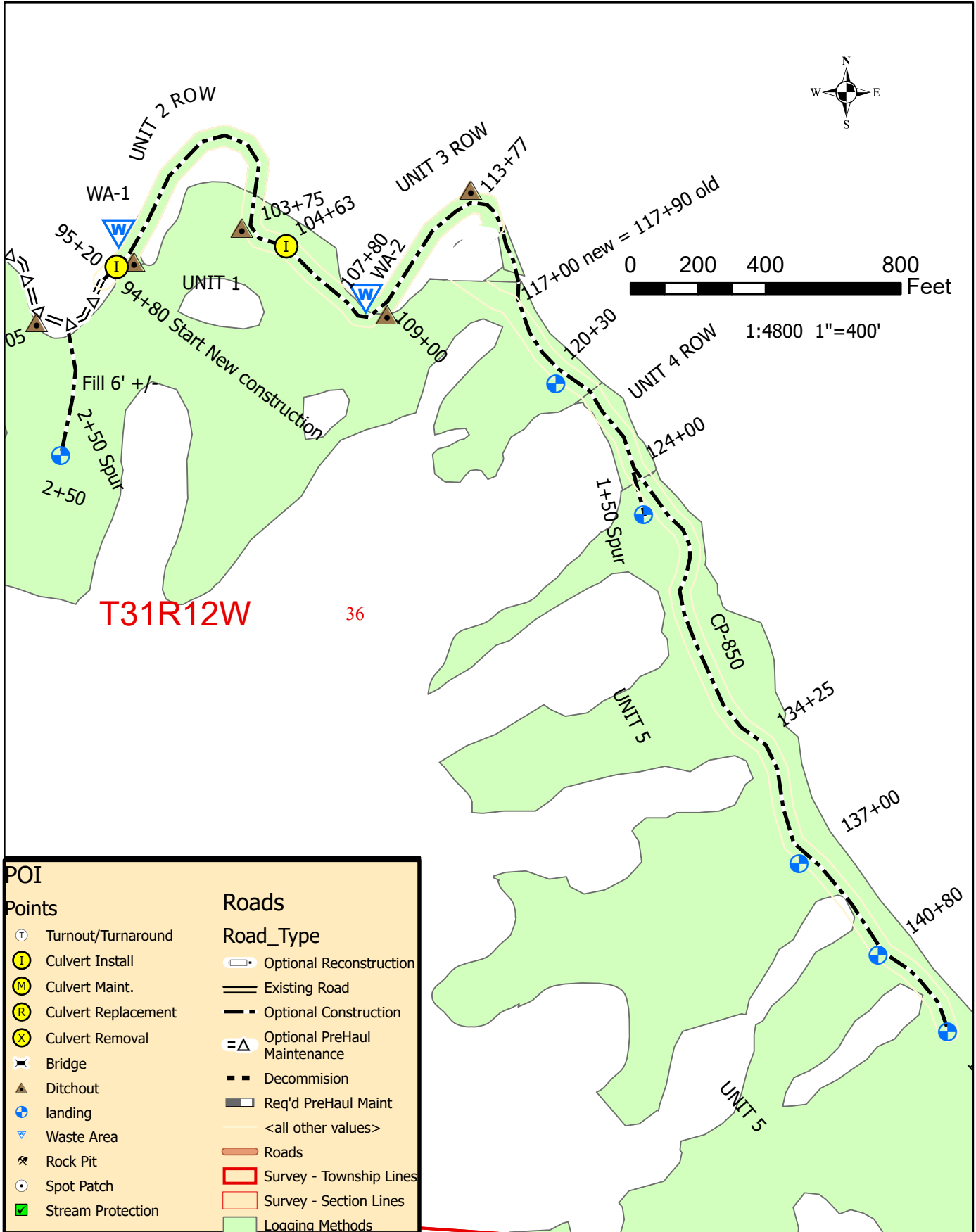
Salmonberry Surprise

UNIT 1



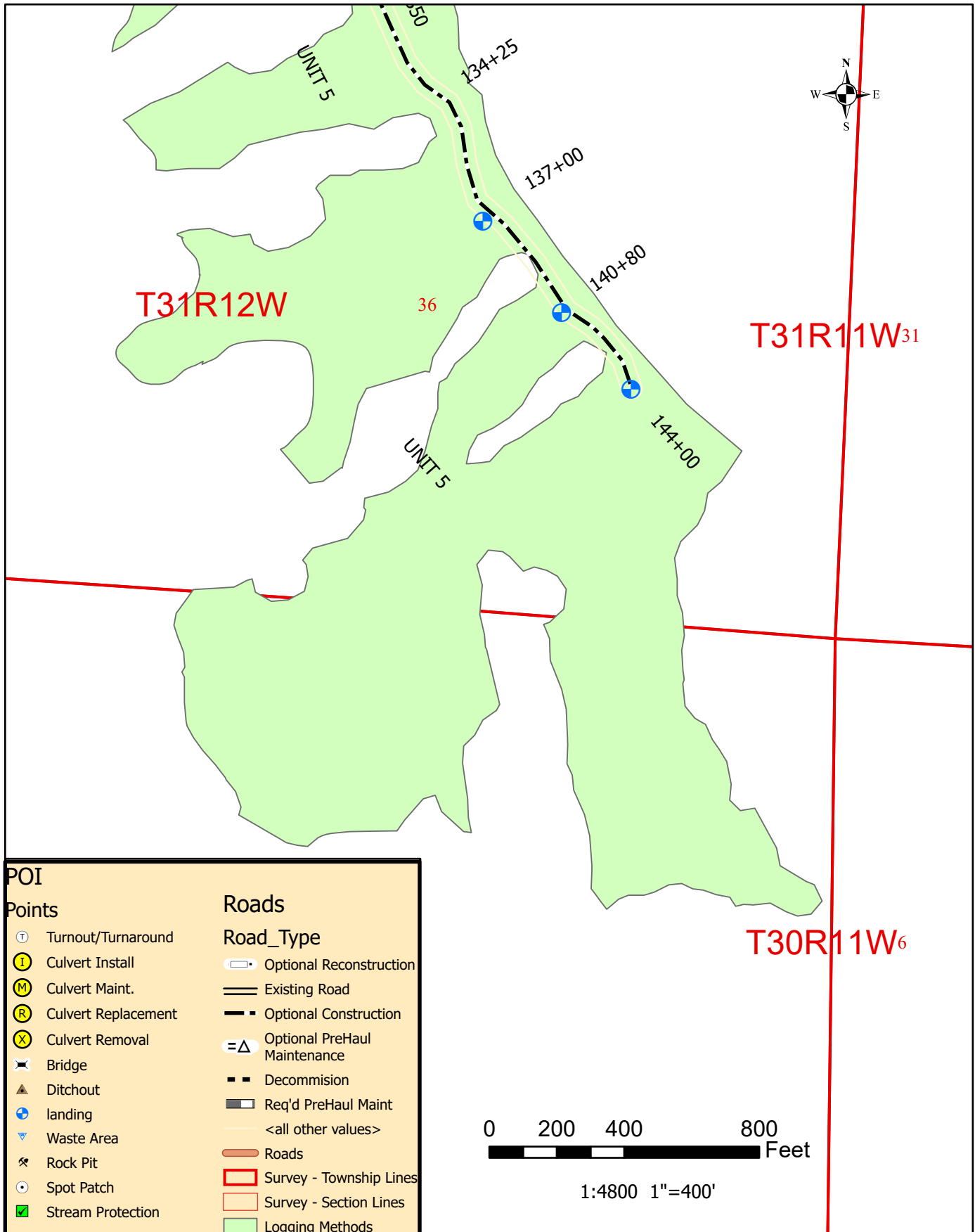
Salmonberry Surprise

UNITS 2-4



Salmonberry Surprise

UNIT 5



SECTION 0 – SCOPE OF PROJECT

0-1 ROAD PLAN SCOPE

Clauses in this road plan apply to all road related work, including landings and rock source development, unless otherwise noted.

0-2 REQUIRED ROADS

The specified work on the following roads is required.

<u>Road</u>	<u>Stations</u>	<u>Type</u>
Mary Clark Pit Roads	24.85	Pre-Haul Maintenance

0-3 OPTIONAL ROADS

The specified work on the following roads is not required. Any optional roads built by the Purchaser must meet all the specifications in the road plan.

<u>Road</u>	<u>Stations</u>	<u>Type</u>
CP-850	94+80	Pre-Haul Maintenance
CP-850	49.20	Construction
CP-850.1	2.50	Pre-Haul Maintenance
3+50 Spur	3.50	Construction
2+50 Spur	2.50	Construction
1+50 Spur	1.50	Construction

0-4 CONSTRUCTION

This project includes, but is not limited to the following construction requirements:

<u>Road</u>	<u>Stations</u>	<u>Requirements</u>
CP-850	94+80 – 144+00	See Below
3+50 Spur	0+00 – 3+50	See Below
2+50 Spur	0+00 – 2+50	See Below
1+50 Spur	0+00 – 1+50	See Below
Total:	56.70	

Construction includes, but is not limited to:

Clearing, grubbing, right-of-way debris disposal, excavation and/or embankment to subgrade, end hauling material for construction, compacting road surfaces, constructing ditchlines, constructing ditchouts, constructing turnouts and turnarounds, curve widening, acquisition and installation of drainage structures, application of rock, spreading grass seed and hay.

0-6 PRE-HAUL MAINTENANCE

This project includes, but is not limited to the following prehaul maintenance requirements:

<u>Road</u>	<u>Stations</u>	<u>Requirements</u>
LTSP Main	0+00 – 4+85	Grade & Shape road in accordance with Clause 2-5
Mary Clark Pit Road	0+00 – 20+00	Grade & Shape road in accordance with Clause 2-5

CP-850	0+00 – 94+80	Grade and shape road in accordance with Clause 2-5. Clean/install//maintain culverts in accordance with Clause 2-6 and Culvert List. Brush road in accordance with Clause 3-1 and Brushing Detail. Remove all vegetative material with a minimum loss of rock in accordance with Clause 2-9 and 3-23. Install sediment control structures in accordance with Clause 8-1 and 2-8. Install road shoulder berms in accordance with Clause 8-1 and 8-7. Apply rock in accordance with Rock List. Compact rock in accordance with Compaction List.
CP-850.1	0+00 – 2+50	Remove all vegetative material with a minimum loss of rock in accordance with Clause 2-9 and 3-23. Apply rock in accordance with Rock List. Compact rock in accordance with Compaction List.
Total:	122.15	

Maintenance includes, but is not limited to:

Brushing right-of-way, right-of-way debris disposal, cleaning ditches, constructing ditches, installing additional culverts, widening road segments, constructing headwalls, cleaning culvert inlets and outlets, cross drain culvert replacement, installing erosion control materials and sediment removal structures, spot rocking, grading and shaping existing road surface and turnouts, constructing additional turnouts, compaction of road surface, application of rock, acquisition and application of grass seed and hay.

0-7 POST-HAUL MAINTENANCE

This project includes post-haul road maintenance listed in Clause 9-5 POST-HAUL MAINTENANCE.

0-13 STRUCTURES

The Purchaser shall acquire and install all structures. Requirements for these structures are listed in Section 7 Structures.

SECTION 1 – GENERAL

1-1 ROAD PLAN CHANGES

If the Purchaser desires a change from this Road Plan including, but not limited to relocation, extension, change in design, or adding roads; a revised road plan shall be submitted, in writing, to the Contract Administrator for consideration. The State must approve the submitted plans before road work begins.

1-2 UNFORESEEN CONDITIONS

Quantities established in this road plan are minimum acceptable values. Additional quantities required by the state due to unforeseen conditions, or Purchaser's choice of construction season or techniques will be at the Purchaser's expense. Unforeseen conditions include, but are not limited to, solid subsurface rock, subsurface springs, saturated ground, and unstable soils.

1-3 ROAD DIMENSIONS

Unless controlled by construction stakes or design data (plan, profile, and cross-sections), road work shall be performed in accordance with the dimensions shown on the Typical Section Sheet and the specifications within this Road Plan.

1-5 DESIGN DATA

Design data is available upon request at the Department of Natural Resources Olympic Region Office in Forks, WA.

1-6 ORDER OF PRECEDENCE

Any conflict or inconsistency in this Road Plan shall be resolved by giving the documents precedence in the following order:

1. Addenda.
2. Designs or Plans. On designs and plans, figured dimensions shall take precedence over scaled dimensions.
3. Road Plan Clauses.
4. Typical Section Sheet.
5. Standard Lists.
6. Standard Details.

In case of any ambiguity or dispute over interpreting the Road Plan, the Contract Administrator's or designee's decision will be final.

1-8 REPAIR OR REPLACEMENT OF DAMAGED MATERIALS

The Purchaser is responsible for the repair or replacement of all materials, roadway infrastructure, and road components damaged during roadwork or operation activities. Repairs and replacements shall be directed by the Contract Administrator. Repairs to structural materials will be made according to the manufacturer's recommendation, and shall not begin without written approval from the Contract Administrator.

1-9 DAMAGED METALLIC COATING

Any damaged galvanized or aluminized coating on existing or new bridge components, culverts, downspouts, and flumes must be cleaned and treated with a minimum of two coats of zinc rich paint.

1-12 SURVEY MONUMENTS

At no time during construction, reconstruction, or maintenance shall survey monuments, witness trees, or bearing trees be disturbed or damaged. If damaged or disturbed, Purchaser shall hire a licensed land surveyor to repair, replace, and/or reset them.

SUBSECTION ROAD MARKING

1-15 ROAD MARKING

Road work must be in accordance with the State's marked location. All road work is marked as follows:

- Orange ribbon and paint for construction centerlines.
- Construction stakes for everything else.

1-16 CONSTRUCTION STAKES SET BY STATE

Purchaser shall perform work on the following road(s) in accordance with the construction stakes set in the field for grade and alignment.

<u>Road</u>	<u>Stations</u>	<u>Type</u>
CP-850	94+80 – 115+00	Slope Stakes

1-18 REFERENCE POINT DAMAGE

Purchaser shall reset reference points (RPs) that were moved or damaged at any time during construction to their original locations. Excavation and embankment may not proceed on road segments controlled by said RPs until Purchaser resets all moved or damaged RPs.

SUBSECTION TIMING

1-20 COMPLETE BY DATE

Purchaser shall complete pre-haul road work before the start of timber haul.

1-21 HAUL APPROVAL

The Purchaser shall not use roads under this Road Plan without written approval from the Contract Administrator. *In addition* the CP-850 road must have all ROW wood and loose stumps removed on slopes steeper than 45% before timber hauling and harvesting.

1-22 WORK NOTIFICATIONS

On all roads, the Purchaser shall notify the Contract Administrator a minimum of 3 calendar days before work begins.

1-23 ROAD WORK PHASE APPROVAL

Written approval by Contract Administrator needs to be given at these phases of road work:

- Subgrade approval
- Drainage installation
- Subgrade compaction
- Rock application
- Rock compaction

SUBSECTION RESTRICTIONS

1-29 SEDIMENT RESTRICTION

Purchaser shall not allow silt-bearing runoff to enter any streams.

1-30 CLOSURE TO PREVENT DAMAGE

In accordance with Contract Clause G-220 State Suspends Operation, the Contract Administrator shall suspend road work or hauling of right-of-way timber, forest products, or rock under the following conditions:

- In the opinion of the Contract Administrator excessive road damage or rutting may occur.

Operations must stop unless authority to continue working or hauling is granted, in writing, by the Contract Administrator. In the event that surface or base stability problems persist, the Purchaser will be required to cease operations, or perform

corrective maintenance or repairs, subject to specifications within this Road Plan. Before and during any suspension, the Purchaser shall protect the work from damage or deterioration.

1-32 BRIDGE AND ASPHALT SURFACE RESTRICTION

The use of metal tracked equipment is not allowed on bridge or asphalt surfaces at any time. If Purchaser must run equipment on bridge or asphalt surfaces, then rubber tired equipment or other methods, as approved in writing by Contract Administrator, shall be used.

If tracked equipment is used on bridge or asphalt surfaces, Purchaser shall immediately cease all road work and hauling operations. Any dirt, rock, or other material tracked or spilled on bridge or asphalt surface(s) shall be removed immediately. Any damage to the surface(s) shall be repaired at the Purchaser's expense as directed by the Contract Administrator.

1-33 SNOW PLOWING RESTRICTION

On all roads, snow plowing shall be permitted only after the execution of a Snow Plowing Agreement, which is available from the Contract Administrator upon request. Purchaser shall request a Snow Plowing Agreement each time plowing occurs. If damage occurs while plowing, further permission to plow may be revoked by the Contract Administrator.

SUBSECTION OTHER INFRASTRUCTURE

1-40 ROAD APPROACHES TO COUNTY ROADS AND STATE HIGHWAYS

At existing road approaches to county roads and state highways, any mud, dirt, rock or other material tracked or spilled on the asphalt surface shall be removed immediately by the Purchaser.

If additional damage to the surface, signs, guardrails, etc. occurs then the damage shall be repaired, at the Purchaser's expense, as directed by the Contract Administrator when authorized by the county or WSDOT.

The following county roads and state highways are affected by this sale:

<u>Road Name</u>
SR-113
Mary Clark Road

1-41 REQUIREMENTS FOR PAVED ROAD APPROACHES

Requirements for the paved road approaches:
Purchaser shall build up approaches to allow a smooth grade transition. The top of the rock road surfacing must be kept level with the surface of the paved roads at all times.

SECTION 2 – MAINTENANCE

2-1 GENERAL ROAD MAINTENANCE

Purchaser shall maintain all roads used under this contract in accordance with the FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS for the entire term of this contract. Maintenance is required even during periods of inactivity.

2-2 ROAD MAINTENANCE – PURCHASER MAINTENANCE

Purchaser shall perform maintenance on roads listed in Contract Clause C-050 PURCHASER ROAD MAINTENANCE AND REPAIR in accordance with FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS.

2-3 ROAD MAINTENANCE – DESIGNATED MAINTAINER

Purchaser may be required to perform maintenance on roads listed in Contract Clause C-060 DESIGNATED ROAD MAINTAINER as directed by the Contract Administrator. Purchaser shall maintain roads in accordance with FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS.

C-060 Designated Roads

<u>Road</u>	<u>Stations</u>
Mary Clark Access	All

2-5 MAINTENANCE GRADING – EXISTING ROAD

On the following road(s), a grader shall be used to shape the existing surface.

<u>Road</u>	<u>Stations</u>	<u>Requirements</u>
CP-850	0+00 – 82+75	Grade/shape/compact
Mary Clark Access	0+00 – 20+00	Grade & Shape

2-6 CLEANING CULVERTS

On the following road(s), all inlets and outlets of culverts shall be cleaned before the start of timber haul and shall be subject to the written approval of the Contract Administrator.

<u>Road</u>	<u>Stations</u>
CP-850	See Culvert List

2-8 MAINTAINING EROSION CONTROL STRUCTURES

On the following road(s), Purchaser shall clean and maintain all erosion control devices. Work shall be completed before the start of timber haul and shall be done in accordance with all pertaining clauses contained in this Road Plan. Excavated material shall be disposed of in accordance with Clause 4-35 through Clause 4-38.

<u>Road</u>	<u>Stations</u>	<u>Work Needed</u>
CP-850	0+00 – 82+75	As directed by C/A

2-9 REMOVING VEGETATIVE MATERIAL

On the following road(s), Purchaser shall remove all vegetative material, dirt, mud, and other debris on the existing road surface with a minimum loss of rock. Material removed shall be disposed of in accordance with Clause 3-21 through Clause 3-25 and Clause 4-36 through Clause 4-38. Roads to be shaped in accordance with Typical Sheet specifications.

<u>Road</u>	<u>Stations</u>
CP-850	82+75 – 94+80

CP-850.1	0+00 – 2+50
----------	-------------

SECTION 3 – CLEARING, GRUBBING, AND DISPOSAL

SUBSECTION BRUSHING

3-1 BRUSHING

On the following road(s), vegetative material up to 5 inches in diameter, including limbs, shall be cut as shown on the Brushing Detail. Brushing shall be achieved by mechanical cutting of brush, trees, and branches. Root systems and stumps of cut vegetation shall not be disturbed unless directed by the Contract Administrator.

<u>Road</u>	<u>Stations</u>
CP-850	0+75 – 82+75

3-2 BRUSHING RESTRICTION

Pulling, digging, pushing over, and other non-cutting methods used for vegetation removal shall not be used for brushing. Excavator buckets, log loaders and similar equipment shall not be used for brushing.

3-3 BRUSH REMOVAL

Remove brushing debris from the road surface, ditchlines, and culvert inlets and outlets. Brush should be disposed of so that it will not fall back onto the road prism.

SUBSECTION CLEARING

3-5 CLEARING

Purchaser shall fall all vegetative material larger than 5 inches DBH or over 15 feet high between the marked right-of-way boundaries or if not marked in the field, between the clearing limits specified on the TYPICAL SECTION SHEET. Clearing must be completed before starting excavation and embankment.

3-7 RIGHT-OF-WAY DECKING

Deck all merchantable right-of-way timber. Decks shall be parallel to the road centerline and placed within the cleared right-of-way. Decks shall be free of dirt, limbs and other right-of-way debris, and removable by standard log loading equipment.

3-8 PROHIBITED DECKING AREAS

Right-of-way timber shall not be decked in the following areas:

- Within the grubbing limits.
- Within 50 feet of any stream.
- In locations that interfere with the construction of the road prism.
- In locations that impede drainage.
- On slopes greater than 40%.
- Against standing trees unless approved by the Contract Administrator.

SUBSECTION GRUBBING

3-10 GRUBBING

Remove all stumps between the grubbing limits specified on the Typical Section Sheet. Those stumps outside the grubbing limits but with undercut roots shall also be removed. Stump removal shall be accomplished using a hydraulic mounted excavator unless authorized, in writing, by the Contract Administrator. Grubbing shall be completed before starting excavation and embankment.

3-12 STUMP PLACEMENT

Grubbed stumps shall be placed outside of the clearing limits, as directed by the Contract Administrator and in compliance with all other clauses in this road plan. Stumps shall be positioned upright with root wads in contact with the forest floor and on stable locations.

3-14 STUMPS WITHIN DESIGNATED WASTE AREAS

In the following waste area(s), the removal of stumps is not required within waste areas if they are cut flush with the ground.

<u>Road</u>	<u>Waste Area</u>	<u>Stations</u>
CP-850	WA-1	94+00

SUBSECTION ORGANIC DEBRIS

3-20 ORGANIC DEBRIS DEFINITION

Organic debris is defined as all vegetative material not eligible for removal by Contract Clauses G-010 Products Sold And Sale Area or G-011 Right To Remove Forest Products And Contract Area, that is larger than one cubic foot in volume within the grubbing Typical Section Sheet.

3-21 DISPOSAL COMPLETION

All disposal of organic debris, shall be completed before the application of rock.

3-22 DESIGNATED WASTE AREA FOR ORGANIC DEBRIS

Waste areas for organic debris at the following locations shall be located as listed below.

<u>Road</u>	<u>Stations</u>	<u>Waste Area Location</u>
CP-850	94+00 – 94+80	WA-1

3-23 PROHIBITED DISPOSAL AREAS

Organic debris shall not be deposited in the following areas:

- Within 5 feet of a cross drain culvert.
- Within 50 feet of a live stream, or wetland.
- On road subgrades road prism excavation and embankment slopes.
- On slopes greater than 45%.
- Within the operational area for cable landings where debris may shift or roll.
- On locations where brush will fall into the ditch or onto the road surface.
- Against standing timber.

3-24 BURYING ORGANIC DEBRIS RESTRICTED

Organic debris shall not be buried unless otherwise stated in this Road Plan.

3-25 SCATTERING ORGANIC DEBRIS

Organic debris shall be scattered outside of the grubbing limits in accordance with Clause 3-23 unless otherwise detailed in this Road Plan and as directed by the Contract Administrator.

SUBSECTION PILE

3-31 PILING

Organic debris shall be piled no closer than 20 feet from standing timber and no higher than 20 feet in areas specified in Clause 3-22 Designated Waste Area For Organic Debris. Piles shall be free of rock and soil.

3-32 END HAULING ORGANIC DEBRIS

On the following road(s), organic debris shall be end hauled or pushed to the designated waste areas specified in Clause 3-22 Designated Waste Area For Organic Debris, or to a waste area located by the Contract Administrator.

<u>Road</u>	<u>Stations</u>
CP-850	94+80 – 103+75,
CP-850	109+00 – 114+50
CP-850	114+50 – 144+00 As needed for safety or as designated by C/A.

SECTION 4 – EXCAVATION

4-1 EXCAVATOR CONSTRUCTION

All roads shall be constructed, reconstructed, and maintained using a track mounted hydraulic excavator unless stated otherwise within this Road Plan, or permission to do otherwise is granted in writing by the Contract Administrator.

4-2 PIONEERING

Pioneering shall not extend past construction that will be completed during the current construction season. Pioneering shall not extend more than 1000 feet beyond completed construction unless approved in writing by the Contract Administrator. In addition, the following actions shall be taken as pioneering progresses:

- Drainage shall be provided on all uncompleted construction.
- Road pioneering operations shall not undercut the final cut slope or restrict drainage.
- Culverts at live stream crossings shall be installed during pioneering operations prior to embankment.

4-3 ROAD GRADE AND ALIGNMENT STANDARDS

The following road grade and alignment standards shall be followed:

- Grade and alignment shall have smooth continuity, without abrupt changes in direction.
- Maximum grade shall not exceed 18 percent favorable and 16 percent adverse.
- Minimum curve radius is 60 feet at centerline.
- Sag vertical curves shall not have a grade change greater than 5% in 100 feet.
- Crest vertical curves shall not have a grade change greater than 4% in 100 feet.

4-4 SWITCHBACK STANDARDS

A switchback is defined as a curved segment of road between a beginning and end of the same curve, where the change of traffic travel direction is greater than 90 degrees. The following standards for switchbacks shall be followed:

- Adverse grades on switchbacks shall not exceed 10%.
- Favorable grades through switchbacks shall not exceed 12%.
- Transition grades entering and leaving switchbacks shall not exceed a 5% grade change.
- Transition grades required to meet switchback grade limitations shall be constructed on the tangents preceding and departing from the switchbacks.

4-5 CUT SLOPE RATIO

Unless construction staked or designed excavation slopes shall be constructed no steeper than shown on the following table:

<u>Material Type</u>	<u>Excavation Slope Ratio</u>	<u>Excavation Slope Percent</u>
Common Earth (on side slopes up to 55%)	1:1	100
Common Earth (56% to 70% side slopes)	¾:1	133
Common Earth (on slopes over 70%)	½:1	200
Fractured or loose rock	½:1	200
Hardpan or solid rock	¼:1	400

4-6 EMBANKMENT SLOPE RATIO

Unless construction staked or designed embankment slopes shall be constructed no steeper than shown on the following table:

<u>Material Type</u>	<u>Embankment Slope Ratio</u>	<u>Embankment Slope Percent</u>
Sandy Soils	2:1	50
Common Earth and Rounded Gravel	1½:1	67
Angular Rock	1¼:1	80

4-7 SHAPING CUT AND FILL SLOPE

Excavation and embankment slopes shall be constructed to a uniform line and left rough for easier revegetation.

4-8 CURVE WIDENING

The minimum widening placed on the inside of curves is:

- 6 feet for curves of 50 to 79 feet radius.
- 4 feet for curves of 80 to 100 feet radius.

4-9 EMBANKMENT WIDENING

The minimum embankment widening is:

- 2 feet for embankment heights at centerline of 2 to 6 feet.
- 4 feet for embankment heights at centerline of greater than 6 feet.

4-12 FULL BENCH CONSTRUCTION

On the following road(s), and where side slopes exceed 45%, Purchaser shall use full bench construction for the entire subgrade width. Purchaser shall end haul waste material to the location specified in Clause 4-37 WASTE AREA LOCATION.

Road	Full Bench Location	Comments
3+50 Spur	0+00 – 2+00	Full bench end-haul
CP-850	95+00 – 103+00	Full bench end-haul
CP-850	109+00 – 115+00	Full bench end-haul
CP-850	120+00 -144+00	As needed

SUBSECTION INTERSECTIONS, TURNOUTS AND TURNAROUNDS

4-21 TURNOUTS

Turnouts shall be intervisible with maximum of 1,000 feet between turnouts unless shown otherwise on drawings. Locations shall be adjusted to fit the final subgrade alignment and sight distances. Turnout locations shall be subject to written approval by the Contract Administrator.

4-22 TURNAROUNDS

Turnarounds shall be no larger than 50 feet long and 30 feet wide. Locations shall be subject to written approval by the Contract Administrator.

SUBSECTION DITCH CONSTRUCTION

4-25 DITCH CONSTRUCTION AND RECONSTRUCTION

The Purchaser shall construct ditches into the subgrade as specified on the Typical Section Sheet. Excavated slopes shall be consistent with Clause 4-5 Cut Slope Ratio. Ditches shall be constructed concurrently with construction of the subgrade.

4-27 DITCH WORK – MATERIAL USE PROHIBITED

On all roads, pulling ditch material across the road or mixing in with the road surface will not be allowed. Excavated material shall be disposed of as specified in Clause 4-36 through Clause 4-38.

4-28 DITCH DRAINAGE

Ditches must drain to cross-drain culverts or ditchouts.

4-29 DITCHOUTS

Ditchouts shall be constructed at locations shown on the list below, and as needed to fit as built conditions. Ditchouts shall be constructed in a manner that diverts ditch water onto the forest floor and shall have excavation backslopes no steeper than a 1:1 ratio. L or R denotes ditchout left or ditchout right heading in.

Road	Stations
CP-850	93+05R, 96+05R, 103+75R, 109+00R, 113+90L

4-35 WASTE MATERIAL DEFINITION

Waste material is defined as all dirt, rock, mud, or related material that is extraneous or unsuitable for construction material. Waste material, as used in Section 4 EXCAVATION, is not organic debris.

4-36 DISPOSAL OF WASTE MATERIAL

Purchaser may sidecast waste material on side slopes up to 45% if the waste material is compacted and free of organic debris. On side slopes greater than 45%, all waste material must be end hauled or pushed to the designated embankment sites and waste areas identified in Clause 4-37 WASTE AREA LOCATION.

4-37 WASTE AREA LOCATION

Waste material shall be deposited in the listed designated areas. The amount of material to be contained in a waste area shall be at the discretion of the Contract Administrator.
Note: All amount values are estimated bank yards.

<u>Waste Area Location</u>	<u>Waste Generated From Road</u>	<u>Estimated Volume</u>	<u>Waste Area Permitted Vol.</u>
94+00 CP-850 (WA-1)	CP-850	19,000 CY	20,000 CY

4-38 PROHIBITED WASTE DISPOSAL AREAS

Waste material shall not be deposited in the following areas:

- Within 5 feet of a cross drain culvert.
- Within 50 feet of a live stream or wetland.
- Within a riparian management zone.
- On side slopes steeper than 45%.
- In locations that interfere with the construction of the road prism.
- In locations that impede drainage.
- Within the operational area for cable landings.
- Against standing timber.

4-39 WASTE AREA COMPACTION

Excavated material may be deposited adjacent to the road prism on side slopes up to 45% if the waste material is compacted and free of debris. On side slopes of 45% or more, all excavation shall be end hauled or pushed to designated waste areas. All waste material shall be compacted. The minimum acceptable compaction is achieved by placing embankments in 2 foot or shallower lifts and routing excavation equipment over the entire width of the lifts, with the exception of side hill embankments too narrow to accommodate excavation equipment which may be placed by end-dumping or sidecasting until sufficiently wide to support the equipment.

SUBSECTION BORROW

4-45 SELECT BORROW

Select borrow shall consist of granular material, either naturally occurring or processed, and shall contain no more than 5% clay, organic debris, or trash by volume.

4-46 COMMON BORROW

Common borrow shall consist of soil, and/or aggregate that is non-plastic and shall contain no more than 5% clay, organic debris, or trash by volume. The material is considered non-plastic if the fines (passes the U.S. #40 sieve) in the sample cannot be rolled between the hand and a smooth surface into a thread at any moisture content.

4-47 NATIVE MATERIAL

Native material shall be excavated material free of organic debris, trash, and rocks greater than 12" in any dimension.

4-48 BORROW MATERIAL

Borrow material shall contain no more than 5% clay, organic debris, or trash by volume.

4-49 BORROW SOURCE

Borrow may be obtained from the listed borrow source(s). Development of the borrow source shall be in accordance with Borrow Source Detail.

<u>Source</u>	<u>Location</u>	<u>Yards</u>
CP-850	Full Bench locations or as designated by C/A	

4-50 BORROW APPLICATION

Borrow shall be applied in accordance with quantities shown below. Borrow shall be spread, shaped and compacted full width concurrent with hauling operations.

<u>Road</u>	<u>Stations</u>	<u>Cubic Yards</u>	<u>Type / Comments</u>
CP-850	94+80 – 144+00	3,400	Road Ballast
3+50 Spur	0+00 – 3+50	250	Road Ballast
2+50 Spur	0+00 – 2+50	200	Road Ballast
1+50 Spur	0+00 – 1+50	100	Road Ballast

SUBSECTION SHAPING

4-55 ROAD SHAPING

The road subgrade and surface shall be shaped as shown on the Typical Section Sheet. The subgrade and surface shape shall ensure runoff in an even, un-concentrated manner, and shall be uniform, firm, and rut-free.

4-56 DRY WEATHER SHAPING

At any time of year, the Contract Administrator may require the application of water to facilitate shaping activities. The method of water application is subject to written approval by the Contract Administrator.

SUBSECTION COMPACTION

4-60 FILL COMPACTION

Purchaser shall compact all embankment and waste material in accordance with the Compaction List by routing equipment over the entire width of each lift. A plate compactor must be used for areas specifically requiring keyed embankment construction, and embankment segments too narrow to accommodate equipment.

4-61 SUBGRADE COMPACTION

Purchaser shall compact constructed and reconstructed subgrades in accordance with the Compaction List by routing equipment over the entire width, except ditch. Purchaser

shall obtain written approval from the Contract Administrator for subgrade compaction before placement of rock.

4-62 DRY WEATHER COMPACTION

At any time of the year, the Contract Administrator may require the application of water to facilitate compaction activities. The method of water application is subject to written approval by the Contract Administrator.

4-63 EXISTING SURFACE COMPACTION

Purchaser shall compact maintained road surfaces in accordance with the Compaction List by routing equipment over the entire width.

4-64 WASTE MATERIAL COMPACTION

All waste material shall be compacted by running equipment over it or bucket tamping.

4-65 CULVERT BACKFILL COMPACTION

Culvert backfills shall be accomplished by using a jumping jack compactor, performing at least 2 passes per lift, in lifts not to exceed 8 inches.

4-66 COMPACTION BY METHOD

Compaction shall consist of three complete passes over the entire width of each lift with a vibratory drum roller weighing a minimum of 6,000 pounds at a maximum operating speed of 3 mph. For embankment segments too narrow to accommodate a drum roller, a plate compactor shall be used.

SUBSECTION SUBGRADE REINFORCEMENT

SECTION 5 – DRAINAGE

5-1 REMOVAL OF SHOULDER BERMS

On the following road(s), berms shall be removed from road shoulders to permit the escape of runoff. Material shall be disposed of in accordance with Clauses 4-35 through 4-38. The construction of ditchouts will be required where ponding will result from the effects of sidecast debris.

<u>Road</u>	<u>Stations</u>
CP-850	As directed by C/A

5-4 PUNCHEON RESTRICTED

At no time shall puncheon be used in the subgrade, unless approved by the Contract Administrator.

SUBSECTION CULVERTS

5-5 CULVERTS

Culverts shall be installed as part of this contract. Culverts shall be installed concurrently with subgrade work and shall be installed before subgrade compaction and rock application. Culvert locations and the minimum requirements for culvert length and diameter are designated on the Culvert List. Culvert, downspout, and flume lengths shall be adjusted to fit as-built conditions and shall not terminate directly on unprotected soil.

Culverts shall be new and meet the material specifications in Clauses 10-15 through 10-24.

5-11 UNUSED MATERIALS STATE PROPERTY

On required roads, any materials listed on the Culvert List and Rock List that are not installed shall become the property of the State. Purchaser shall stockpile materials as directed by the Contract Administrator.

5-12 CONTINGENCY CULVERTS

The following culverts will be supplied by the Purchaser and will be available for installation on any road listed in the TYPICAL SECTION SHEET as directed by the Contract Administrator. Unused pipes will be located at Forks Compound or as directed by C/A prior to contract expiration.

<u>Road</u>	<u>Size</u>
As Directed	(1) 18" x 30'
By C/A	

SUBSECTION CULVERT INSTALLATION

5-15 CULVERT INSTALLATION

Installation shall be in accordance with the Typical Cross Drain Culvert Installation Detail, Typical Type Ns Np Culvert Installation Detail, the National Corrugated Metal Pipe Association's "Installation Manual for Corrugated Steel Drainage Structures", and the Corrugated Polyethylene Pipe Association's "Recommended Installation Practices for Corrugated Polyethylene Pipe and Fittings". Corrugated Polyethylene pipe shall be installed in a manner consistent with the manufacturer's recommendations.

5-16 APPROVAL FOR LARGER CULVERT INSTALLATION

Installation of culverts 30 inches in diameter and over shall be subject to written approval by the District Engineer or their designee before backfilling.

5-17 CROSS DRAIN SKEW AND SLOPE

Cross drains on road grades in excess of 3% shall be skewed at least 30 degrees from perpendicular to the road centerline, except where the cross drain is at the low point in the road. Where the cross drain is at the low point in the road, culverts shall not be skewed. Cross drain culverts shall be installed at a slope steeper than the incoming ditch grade, but not less than 3% or more than 10%.

5-18 CULVERT DEPTH OF COVER

Cross drain culverts shall be installed with a depth of cover of not less than 18 inches of compacted depth over the top of the culvert at the shallowest point. Stream crossing culverts shall be installed with a depth of cover specified in the Engineer's design, Type Ns Np Typical Detail Sheet, or to the minimum depth recommended by the culvert manufacturer for the type of cover material over the pipe, whichever is greater.

5-19 ABOVE GROUND CULVERTS

At 23+25 on the CP-850, an above ground perforated culvert shall be installed. Culvert shall have a flared inlet installed at the lowest point in the road that shall connect to a

culvert running along the hillside to a dissipater point, and shall coincide with the conveyor belt berms at these locations. Both the start and stop locations are marked in the field. Culvert shall be bolted to the flared inlet. All junctions, including bands, elbows, and flared inlets, shall be sealed with duct tape for at least 1ft from the end of the band or junction. Culvert shall be approved in writing by the District Engineer or their designee. See diagram for more information.

SUBSECTION ENERGY DISSIPATERS

5-20 ENERGY DISSIPATERS

Energy dissipaters shall be installed to prevent erosion and are subject to approval by the Contract Administrator. Rock shall weigh at least 10 pounds and be placed by zero-drop-height method. Energy dissipater shall extend a minimum of $\frac{3}{4}$ foot to each side of the culvert at the outlet and a minimum of 2 feet beyond the outlet.

5-21 DOWNSPOUTS AND FLUMES

Downspouts and flumes longer than 10 feet shall be staked on both sides at maximum intervals of 10 feet with 6-foot heavy-duty steel posts or 1 $\frac{1}{2}$ " X $\frac{3}{16}$ " angle iron, and fastened securely to the posts with No. 10 galvanized smooth wire, or bolted using minimum $\frac{5}{16}$ " bolts and 2 washers per bolt, in accordance with the Culvert Installation Typical Details Page.

5-23 STAKING ABOVE GROUND CULVERTS

Culverts shall be staked on both the outlet and inlet. In addition, no more than 10ft of culvert shall be allowed without being staked. Staking shall consist of driving two heavy duty steel fence posts, or 1 $\frac{1}{2}$ " X $\frac{3}{16}$ " angle iron, at least 2 feet into the ground at each point, and attaching them to the culvert using No.10 or larger galvanized smooth wire.

SUBSECTION CATCH BASINS, HEADWALLS, AND ARMORING

5-25 CATCH BASINS

Catch basins shall be constructed to resist erosion. Approximate dimensions are 1-2 feet deep, 1-2 feet wide, and 2-4 feet long.

5-26 HEADWALLS FOR CROSS DRAIN CULVERTS

Headwalls shall be constructed in accordance with the Typical Cross Drain Culvert Installation Detail at all cross drain culverts that specify the placement of rock. Rock used for headwalls shall consist of oversize or quarry spall material. Rock shall be placed on shoulders, slopes, and around culvert inlets and outlets. Rock shall not restrict the flow of water into culvert inlets or catch basins. No end dumping of rock is allowed.

SECTION 6 – ROCK AND SURFACING

SUBSECTION ROCK SOURCE

6-2 ROCK SOURCE ON STATE LAND

Rock used in accordance with the quantities on the Rock List may be obtained from the following source(s) on state land at no charge to the Purchaser. Use of material from any other source must have prior written approval from the Contract Administrator. If other operators are using, or desire to use, the rock source(s), a joint operating plan shall be

developed. All parties shall follow this plan. The Purchaser shall notify the Contract Administrator a minimum of 5 calendar days before starting any operations in the listed locations.

<u>Source</u>	<u>Location</u>	<u>Rock Type</u>
Mary Clark	T30N R12W Sec 32	Pitrun, Oversize, LL RipRap, 1 ½" Crushed

6-3 ROCK SOURCE STATE LAND, EXISTING STOCKPILE

Rock used in accordance with the quantities on the Rock List may be obtained from the following existing stockpile(s) on state land at no charge to the Purchaser. Purchaser shall remove no more than 480 cubic yards of 1-1/2" minus crushed rock, unless authorized by the Contract Administrator.

<u>Source</u>	<u>Location</u>	<u>Quantity (yd³)</u>
1 ½" Crushed	Mary Clark Pit	480 yd ³

6-5 ROCK FROM COMMERCIAL SOURCE

Rock used in accordance with the quantities on the Rock List may be obtained from any commercial source at the Purchaser's expense. Rock sources will be subject to written approval by the Contract Administrator before their use.

SUBSECTION ROCK SOURCE DEVELOPMENT

6-10 ROCK SOURCE DEVELOPMENT PLAN BY STATE

All rock source development and use shall be in accordance with a written Rock Source Development and Reclamation Plan prepared by the State and included in this Road Plan. Rock source operations shall be conducted as directed by the Contract Administrator and in accordance with the plan. Upon completion of operations, the rock source shall be left in the condition specified in the Rock Source Development and Reclamation Plan, and approved in writing by the Contract Administrator. The Purchaser shall notify the Contract Administrator a minimum of 5 calendar days before starting any operations in the rock source.

6-12 ROCK SOURCE SPECIFICATIONS

Rock sources shall be in accordance with the following unless otherwise specified in Rock Source Development and reclamation plan:

- Pit walls shall not be undermined or over-steepened. The maximum slope of the walls shall be consistent with recognized engineering standards for the type of material being excavated in accordance with the following table:

Material	Maximum Slope Ratio (Horiz.:Vert.)	Maximum Slope Percent
Sand	2:1	50
Gravel	1.5:1	67
Common Earth	1:1	100
Fractured Rock	0.5:1	200
Solid Rock	0:1	vertical

- Pit walls shall be maintained in a condition to minimize the possibility of the walls sliding or failing.
- The width of pit benches shall be a minimum of 1.5 times the maximum length of the largest machine used.
- The surface of pit floors and benches shall be uniform and free-draining at a minimum 2% outslope gradient.
- All operations shall be carried out in compliance with all regulations of the Regulations and Standards Applicable to Metal and Nonmetal Mining and Milling Operations (30 CFR) U.S. Department of Labor, Mine Safety and Health Administration and Safety Standards for Construction Work (296-155 WAC), Washington Department of Labor and Industries.
- Block all vehicle access to the top of the pit faces.

SUBSECTION ROCK GRADATIONS

6-29 1 ½-INCH MINUS CRUSHED ROCK

% Passing 1 ½" square sieve	100%
% Passing 1" square sieve	50 - 85%
% Passing U.S. #4 sieve	30 - 50%
% Passing U.S. #40 sieve	16% maximum
% Passing U.S. #200 sieve	5% maximum

The portion of aggregate retained on the No. 4 sieve shall not contain more than 0.2% organic debris and trash. All percentages are by weight.

6-50 LIGHT LOOSE RIP RAP

Rip rap shall consist of angular, hard, sound, and durable stone. It shall be free from segregation, seams, cracks, and other defects. Light loose rip rap shall be free of rock fines, soil, organic debris or other extraneous material, and shall meet the following requirements:

<u>At Least/Not More Than</u> 20% / 90%	<u>Weight Range</u> 300 lbs. to 1 ton	<u>Size Range</u> 12" - 36"
--	--	--------------------------------

6-51 HEAVY LOOSE RIP RAP

Rip rap shall consist of angular, hard, sound, and durable stone. It shall be free from segregation, seams, cracks, and other defects. Heavy loose riprap shall be free of rock fines, soil, organic debris or other extraneous material, and shall meet the following requirements:

<u>At Least/Not More Than</u> 70% / 100%	<u>Weight Range</u> 1 ton to 3 ton	<u>Size Range</u> 36" - 54"
---	---------------------------------------	--------------------------------

6-52 OVERSIZE

% Passing 8" square sieve	100%
% Passing 4" square sieve	0%

Rock shall not contain more than 5 percent vegetative debris or trash. All percentages are by weight.

SUBSECTION ROCK MEASUREMENT

6-55 ROCK APPLICATION MEASURED BY COMPACTED DEPTH

Measurement of specified rock depths are defined as the compacted depth(s) using the compaction methods required in this Road Plan. Estimated quantities specified in the Rock List are estimated truck yards. Purchaser shall apply adequate amounts of rock to meet the specified rock depths. Specified rock depths are minimum requirements and are not subject to reduction.

SUBSECTION ROCK APPLICATION

6-70 APPROVAL BEFORE ROCK APPLICATION

Subgrade drainage installation including grading and compaction, shall be completed and approved in writing by the Contract Administrator, before rock application.

6-71 ROCK APPLICATION

Rock shall be applied in accordance with the specifications and quantities shown on the Rock List. Rock shall be spread, shaped, and compacted full-width concurrent with rock hauling operations. Rock shall be compacted in accordance with Compaction List, in lifts not to exceed 6 inches.

6-72 ROCK APPLICATION AFTER HAULING

On the following road(s), upon completion of all hauling operations, Purchaser shall apply 1 1/2" minus crushed rock in accordance with the quantities shown on the Rock List.

<u>Road</u>	<u>Stations</u>	<u>Amount</u>
CP-850	All (or as directed by C/A)	200 yd ³

6-73 ROCK FOR WIDENED PORTIONS

Turnarounds, turnouts, and areas with curve widening shall have rock applied to the same depth and specifications as the traveled way.

6-78 ROCK FOR SPOT PATCHING

Rock for spot patching shall be applied before any grading is done and before any rock lifts are applied. Once applied, spot patches shall be graded into the existing running surface.

SECTION 7 – STRUCTURES

SUBSECTION STREAM CROSSING STRUCTURES GENERAL

7-5 STRUCTURE DEBRIS

The Purchaser shall ensure that debris from the installation or removal of structures does not enter any stream. Components removed from the existing structures(s) shall be placed at designated site(s), as directed in writing by the Contract Administrator. The Purchaser is responsible for maintaining a clean jobsite, with all materials stored away from any high water mark or other area presenting a risk of the materials entering a stream. Debris entering any stream shall be removed immediately and placed in the site(s) designated for stockpiling or disposal. The Purchaser is responsible for retrieving all material carried downstream from the jobsite by the stream current.

7-6 STREAM CROSSING INSTALLATION

Installation of stream crossing structures shall be in accordance with the manufacturer's requirements, and as directed by the District Engineer or their designee.

7-7 BANK PROTECTION FOR STREAM CROSSING STRUCTURES

Bank protection shall be designed and constructed to prevent the undermining of the structure.

SUBSECTION ACCEPTANCE

7-20 REQUIRED NOTIFICATION AND APPROVAL

Purchaser shall provide the District engineer or their designee 3 day notification prior to beginning road work on the CP-850. Purchaser shall receive approval for completed road work on the CP-850 and other new roads from the District engineer or their designee prior to log haul on those roads.

SUBSECTION GATE CLOSURE

7-70 GATE CLOSURE

On the following road(s), Purchaser shall keep gates closed and locked except during periods of haul. All gates that remain open during haul shall be locked or securely fastened in the open position. All gates shall be closed at termination of use.

<u>Road</u>	<u>Station</u>	<u>Comment</u>
CP-850	0+00	Close at night and weekends

SUBSECTION GATES AND FENCES

7-75 GATE MAINTENANCE

On the following road(s), gate maintenance as listed is required. All old gate material shall be removed from state land by the Purchaser before the termination of the contract.

<u>Road</u>	<u>Station</u>	<u>Requirements</u>
CP-850	0+00	Fix Gate so lock tab enters lock box without needing to be lifted and kicked.

SECTION 8 – EROSION CONTROL

8-1 SEDIMENT CONTROL STRUCTURES

On the following road(s), Purchaser shall install sediment control structures as listed below.

<u>Road</u>	<u>Stations</u>	<u>Comments</u>
CP-850	11+00	Settling Pond & silt fence in ditch.
CP-850	23+25	Install above ground perforated pipe L side.
CP-850	23+00 – 25+00	Berm L & R
CP-850	30+40	Settling ponds and silt fence in ditch both sides of culvert inlet.

8-2 PROTECTION FOR EXPOSED SOIL

Purchaser shall furnish and evenly spread a 3-inch layer of straw to all exposed soils at stream culvert installations. Soils shall not be allowed to sit exposed during any rain event.

8-7 ROAD SHOULDER BERM INSTALLATION

On the following road(s), the Purchaser shall construct berms on the road shoulders as listed below.

<u>Road</u>	<u>Stations</u>	<u>Remarks</u>
CP-850	23+00 – 25+00	L & R

SUBSECTION REVEGETATION

8-15 REVEGETATION

Purchaser shall grass seed and hay mulch all exposed soils including, but not limited to, stream culverts, waste areas, sidecast pull back areas, stream crossing removals, bridge installations, and other areas directed by the Contract Administrator. Revegetation of exposed soils shall be accomplished by manual dispersal of grass seed unless otherwise detailed in this Road Plan. Other methods of revegetation must be approved in writing by the Contract Administrator.

8-16 REVEGETATION SUPPLY

All seed, mulch, hay, matting, etc. will be provided by the Purchaser.

8-17 REVEGETATION TIMING

Purchaser shall perform revegetation during the first available opportunity. Soils shall not be allowed to sit exposed for longer than one month without receiving revegetation treatment unless otherwise approved in writing by the Contract Administrator. Soils shall not be allowed to sit exposed during any rain event.

8-18 PROTECTION FOR SEED

Purchaser shall provide a protective cover over the revegetated area. The protective cover may consist of, but not be limited to, such items as dispersed hay mulch 3” thick or jute matting.

8-19 ASSURANCE FOR SEEDED AREA

The Purchaser shall be responsible to ensure a uniform and dense crop of grass. The Purchaser shall reapply the seed and/or mulch in areas that have been damaged through any cause, before approval from the Contract Administrator. The Purchaser shall restore eroded or disturbed areas, clean up and properly dispose of eroded materials, and reapply the seed and/or mulch at no additional cost to the state.

SUBSECTION SEED, FERTILIZER, AND MULCH

8-25 GRASS SEED

Purchaser shall evenly spread the seed mixture listed below on all exposed soils at a rate of 60 pounds per acre of exposed soil.

<u>Seed Species</u>	<u>% by Weight</u>
• Perennial Ryegrass	40.00
• Creeping Red Fescue	40.00
• White Dutch Clover	10.00
• Colonial Bentgrass	10.00

Grass seed shall meet the following specifications:

1. Weed seed may not exceed 0.5% by weight.
2. All seed species must have a minimum 90% germination rate, unless otherwise specified.
3. Seed must be certified.
4. Seed must be furnished in standard containers showing the following information:
 - a. Common name of seed
 - b. Net weight
 - c. Percent of purity
 - d. Percentage of germination
 - e. Percentage of weed seed and inert material

SECTION 9 – POST-HAUL ROAD WORK

SUBSECTION STRUCTURES

9-3 REMOVAL OF CULVERT MATERIAL FROM STATE LAND

Culvert material removed from roads becomes the property of the Purchaser and must be removed from state land.

SUBSECTION POST-HAUL MAINTENANCE

9-5 POST-HAUL MAINTENANCE

Post-haul maintenance shall be performed in accordance with the Forest Access Road Maintenance Specifications and as specified below.

<u>Road</u>	<u>Stations</u>	<u>Additional Requirements</u>
All	All	Clean culverts, clean ditches, grade road shape and compact as directed by the Contract Administrator
CP-850	As directed by C/A	Apply post haul rock as per Clause 6-72.

SUBSECTION POST-HAUL LANDING MAINTENANCE

9-10 LANDING DRAINAGE

On all roads, Purchaser shall provide for drainage of the landing surface as approved in writing by the Contract Administrator.

9-11 LANDING EMBANKMENT

On all roads, landing embankments shall be sloped to original construction specifications.

SECTION 10 MATERIALS

SUBSECTION GEOTEXTILES

10-6 GEOTEXTILE FOR TEMPORARY SILT FENCE

Geotextiles shall meet the following minimum requirements for strength and property qualities, and shall be designed by the manufacturer to be used for filtration. Woven slit-film geotextiles will not be allowed. Material shall be free of defects, cuts, and tears.

	<u>ASTM Test</u>	<u>Requirements</u>
Type	--	Unsupported between posts
Apparent opening size	D 4751	No. 30 max., No. 100 min.
Water permittivity	D 4491	0.02 sec ⁻¹
Grab tensile strength	D 4632	180 lb in machine direction, 100lb in cross-machine direction>
Grab tensile elongation	D 4632	30% max. at 180 lb or more
Ultraviolet stability	D 4355	70% retained after 500 hours of exposure

SUBSECTION CULVERTS

10-15 CORRUGATED STEEL CULVERT

Metallic coated steel culverts shall meet AASHTO M-36 (ASTM A-760) specifications. Culverts shall be aluminized (aluminum type 2 coated meeting AASHTO M-274).

10-16 CORRUGATED ALUMINUM CULVERT

Aluminum culverts shall meet AASHTO M-196 (ASTM A-745) specifications.

10-17 CORRUGATED PLASTIC CULVERT

Polyethylene culverts shall meet AASHTO M-294 specifications. Culverts shall be Type S – double walled with a corrugated exterior and smooth interior.

10-20 FLUME AND DOWNSPOUT

Downspouts and flumes shall meet the AASHTO specification designated for the culvert. Plastic downspouts and flumes shall be Type S – double walled with a corrugated exterior and smooth interior.

10-21 METAL BAND

Metal coupling and end bands shall meet the AASHTO specification designated for the culvert and shall have matching corrugations. On culverts 24 inches and smaller, bands shall have a minimum width of 12 inches. On culverts over 24 inches, bands shall have a minimum width of 24 inches.

10-22 PLASTIC BAND

Plastic coupling and end bands shall meet the AASHTO specification designated for the culvert. Only fittings supplied or recommended by the culvert manufacturer shall be

used. Couplings shall be split coupling band. Split coupling bands shall have a minimum of four corrugations, two on each side of the pipe joint.

10-23 RUBBER CULVERT GASKETS

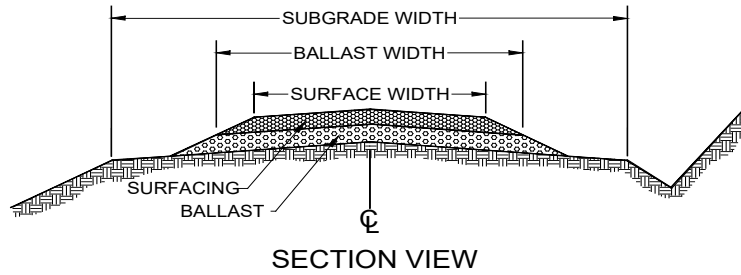
Rubber gaskets must be continuous closed cell, synthetic expanded rubber gaskets conforming to the requirements of ASTM D 1056. Rubber gaskets must be used with all corrugated metal pipe coupling bands.

10-24 GAGE AND CORRUGATION

Metal culverts shall conform to the following specifications for gage and corrugation as a function of diameter.

<u>Diameter</u>	<u>Gage</u>	<u>Corrugation</u>
18"	16 (0.064")	2 ² / ₃ " X 1/2"
24" to 42"	14 (0.079")	2 ² / ₃ " X 1/2"
48" to 54"	12	5" X 1"
60" +	10	5" X 1"

ROCK LIST SHEET



1. Rock quantities, subtotals and totals are "truck measure" estimates. Rock shall be applied to at least the depths listed.
2. All depths are compacted depths.
3. Rock slopes shall be 1½ (H) : 1 (V).
4. All rock sources are subject to approval by the Contract Administrator.
5. Pitrun is defined as pitrun or ballast per Line 6. Crushed is defined as any crushed rock from ¼" minus to 4" minus per Line 6. Oversize is defined as oversize, quarry spalls, light loose rip rap, or heavy loose rip rap per Line 6.
6. Rock sources= 1: Mary Clark Pit Run Ballast, 2: Mary Clark 1-1/2" minus, 3: Mary Clark Oversize, 4. Mary Clark Rip Rap, 5. Native Shale Ballast

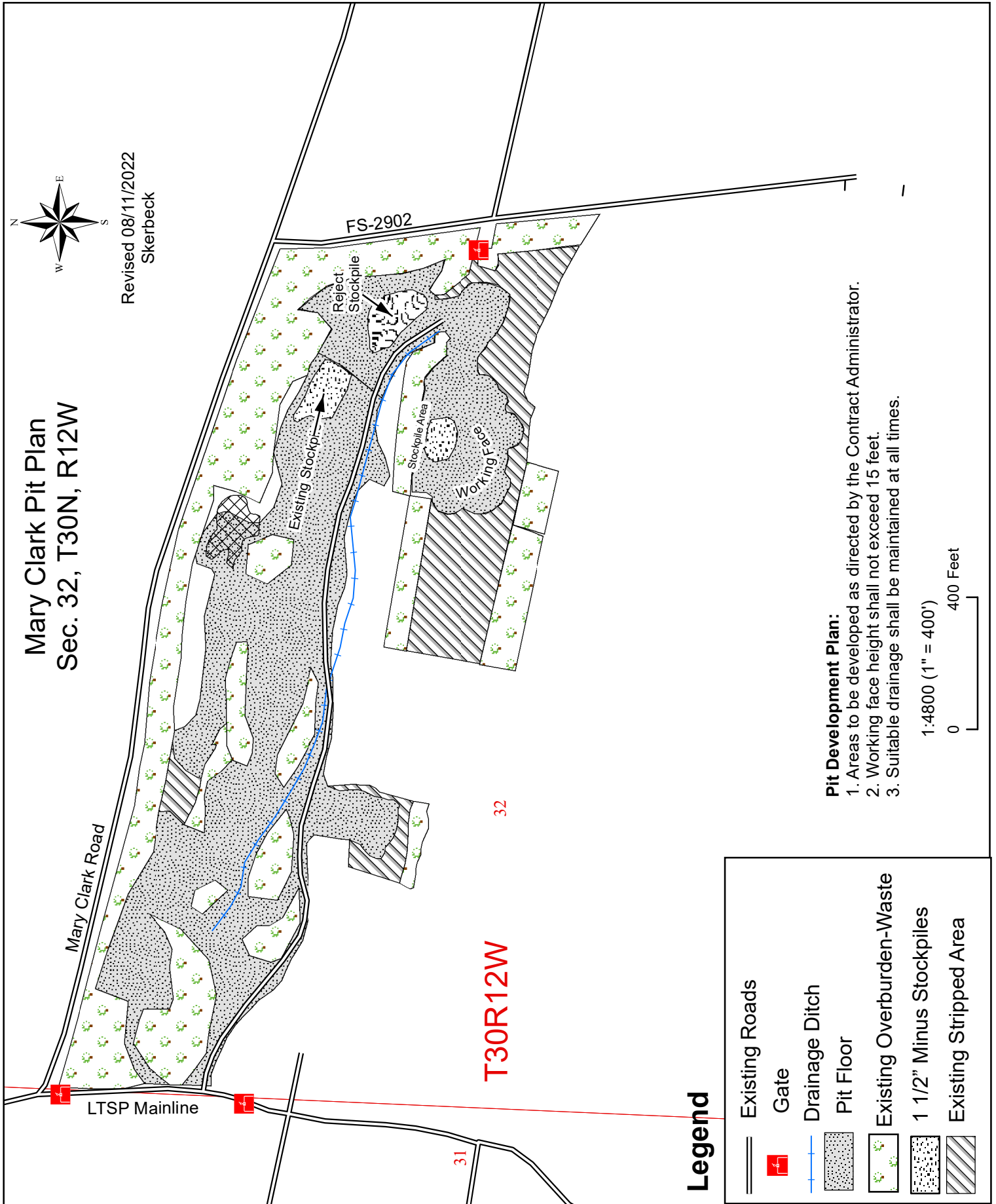
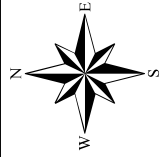
ROAD NAME	START STATION	END STATION	SUBGRADE WIDTH (ft)	Pitrun SOURCE	Pitrun WIDTH (ft)	Pitrun DEPTH (in)	Pitrun Quantity(yd ³ /sta)	Pitrun SUBTOTAL(yd ³)	Crushed SOURCE	Crushed WIDTH (ft)	Crushed DEPTH (in)	Crushed Quantity(yd ³ /sta)	Crushed Subtotal(yd ³)	Oversize/ Rip rap Source	Oversize/Rip Rap Quantity(yd ³)
CP-850															
lift	0+00	2+00	17						2	12	6	35	70		
Misc	2+00	82+75	17						2				200		
Berm	23+00	25+00							2				10		
Culvert	23+25			1				20							
Landing	73+00			1				50							
Lift	82+70	94+80	17	1	14'	12"	70	850							
Lift (NB)	94+80	144+00	17	5	12'	12"	70	3440							
Lift (PR)	94+80	144+00	17	1	12'	12"	70	3440							
Culvert	104+63			1				20							
Landing	120+30			1				50							
Landing	137+00			1				50							
Landing	140+80			1				50							
Landing	144+00			1				50							
Post Haul	0+00	71+50							2				200		
CP-850.1															
Lift	0+00	2+50	17	1	12'	12"	70	180							
Landing	2+50			1				50							
Totals:															
				NB: 3440 CY PR: 4810 CY					Crushed: 480 CY						

COMPACTION LIST

Road	Stations	Type	Max Depth per Lift (In)	Equipment Type	Equipment Weight (lbs)	Minimum Number of Passes	Maximum Operating Speed (mph)
Construction	All	Culvert Backfills	6	Jumping Jack	N/A	3	N/A
Construction	All	Subgrade, Embankment	6	Vibratory Smooth Drum Roller	6,000	3	3
Construction	All	Rock Placement	6				
Pre-haul Maintenance	All	Existing Pre-haul Surface	6				
Pre-haul Maintenance, Post-haul Maintenance	All	Rock Lifts	6				
Pre-haul Maintenance	All	Culvert Backfills	6	Jumping Jack	N/A	3	N/A
Waste Areas	See Clause 4-37	Waste Material	24	Excavation Equipment	See Clause 4-39		

Mary Clark Pit Plan Sec. 32, T30N, R12W

Revised 08/11/2022
Skerbeck



- Pit Development Plan:**
1. Areas to be developed as directed by the Contract Administrator.
 2. Working face height shall not exceed 15 feet.
 3. Suitable drainage shall be maintained at all times.

1:4800 (1" = 400')
0 400 Feet

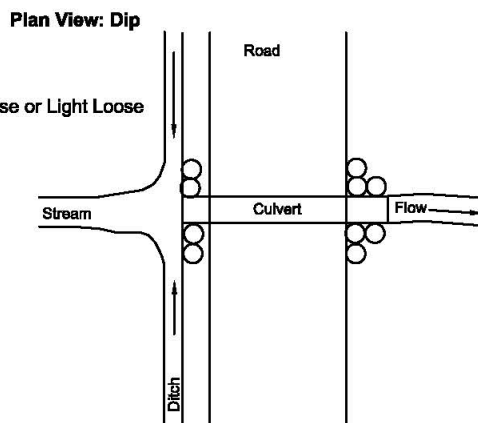
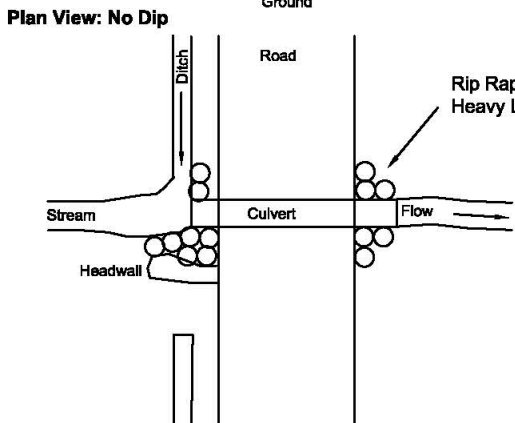
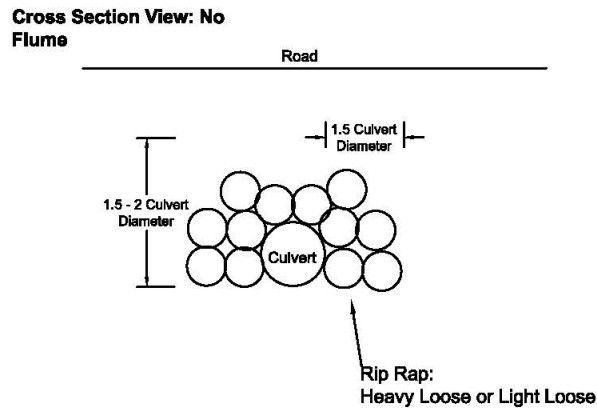
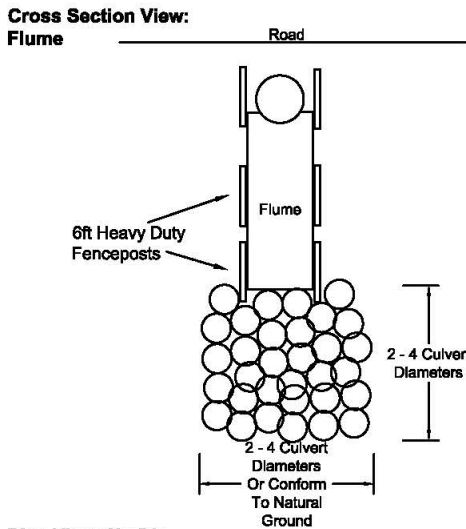
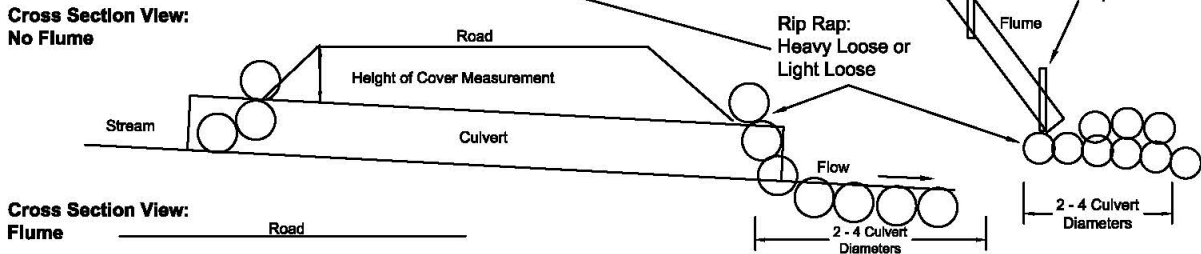
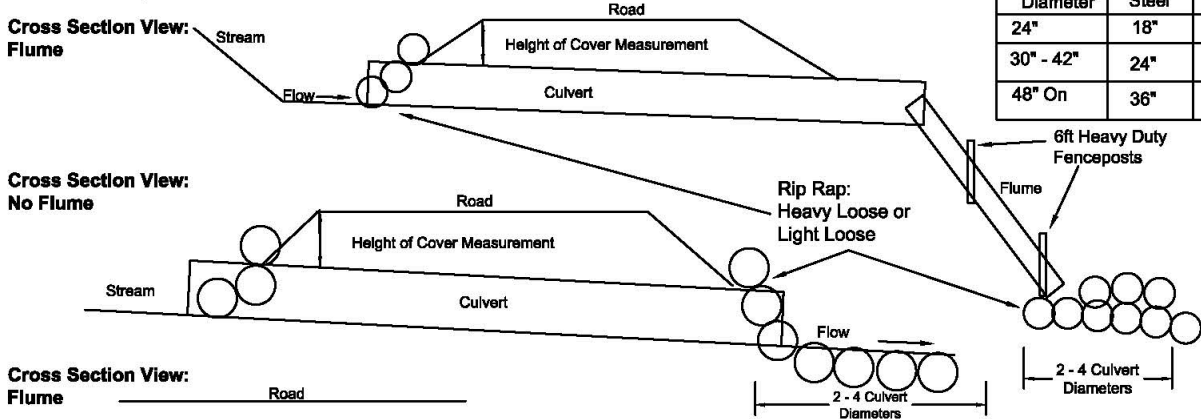
Legend

	Existing Roads
	Gate
	Drainage Ditch
	Pit Floor
	Existing Overburden-Waste
	1 1/2" Minus Stockpiles
	Existing Stripped Area

Typical Type Ns, Np Culvert Installation Detail Sheet.

- Water shall be diverted away from the work site before any "in stream" work begins, and shall continue until culvert installation is complete.
- Culvert lay shall match stream gradient up to 5%.
- Flumes longer than 10ft shall be staked on both sides at maximum intervals of 10ft with 6ft heavy duty steel fence posts, and fastened securely to the posts with No. 10 galvanized smooth wire or bolted to the fence posts.
- Rip rap shall be placed using a "zero height drop method", and shall be set in conjunction with the culvert installation.
- Rip rap shall be placed at headwalls, along the fill at the inlet, and at the end off flumes in accordance with this Detail. On culverts with no flume rip rap shall be placed along the fill at the outlet, unless there is stream drop or it is called for in the Road Plan, at which point it will be installed as an energy dissipater at the end of the culvert as specified in this Detail. All rip rap distance to be determined by the Contract Administrator or the District Engineer.
- Backfill compaction shall be achieved using a jumping jack, walk behind vibratory roller, or plate compactor on lifts not to exceed 8in. 3 complete passes per lift is required for compaction. Backfill shall be placed and compacted evenly on both sides of the culvert. Care shall be taken to ensure adequate compaction of backfill material under the haunches of the pipe. Excavation trench width shall be at least culvert diameter plus 3 times the width of the compactor footprint used.

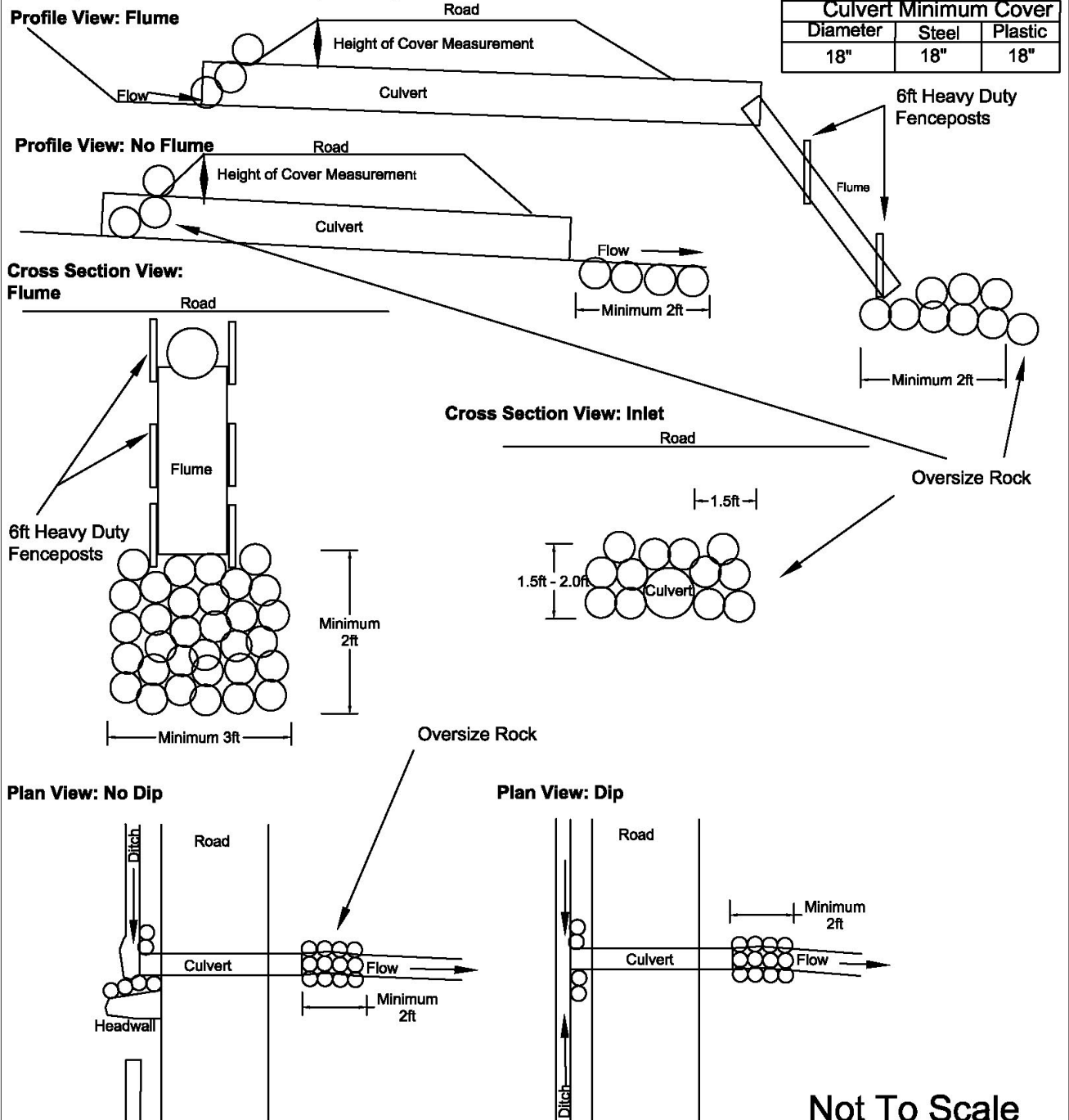
Culvert Minimum Cover		
Diameter	Steel	Plastic
24"	18"	24"
30" - 42"	24"	24"
48" On	36"	36"



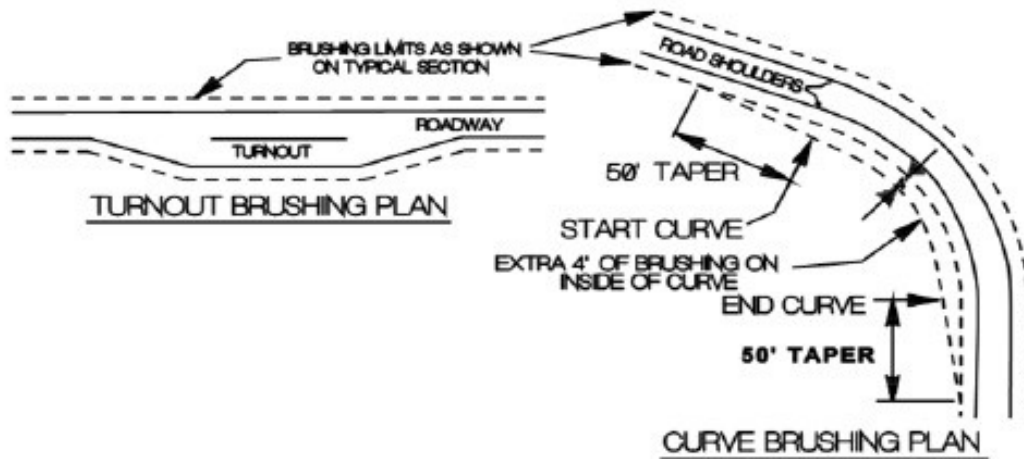
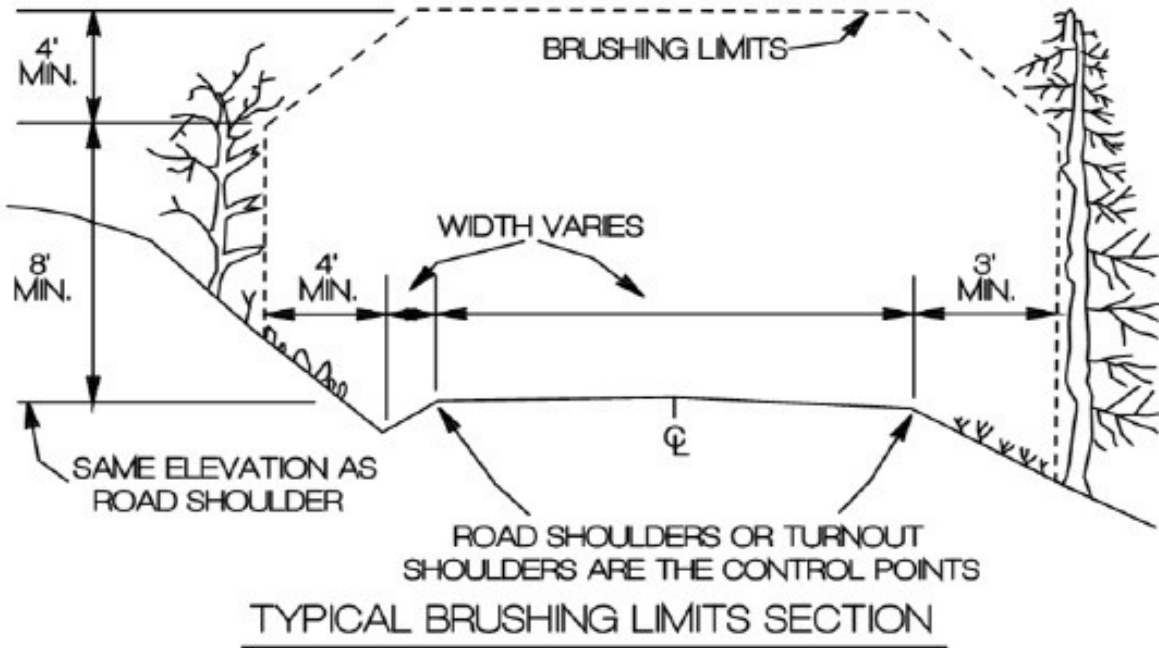
Not To Scale

Typical Cross Drain Culvert Installation Detail Sheet

- Culvert lay shall not exceed 10%.
- Flumes longer than 10ft shall be staked on both sides at maximum intervals of 10ft with 6ft heavy duty steel fence posts, and fastened securely to the posts with No. 10 galvanized smooth wire or bolted to the fence posts.
- Oversize shall be placed using a "zero height drop method", and shall be set in conjunction with the culvert installation.
- Oversize shall be placed at headwalls, along the fill at the inlet, and at the end off flumes in accordance with this Detail. On culverts with no flume oversize shall be placed at the outlet as an energy dissipater as specified in this Detail. All oversize distance to be determined by the Contract Administrator.
- Backfill compaction for installations on existing roads shall be achieved using a jumping jack, or plate compactor on lifts not to exceed 8in. 3 complete passes per lift is required for compaction. Backfill shall be placed and compacted evenly on both sides of the culvert. Care shall be taken to ensure adequate compaction of backfill material under the haunches of the pipe. Excavation trench width shall be at least culvert diameter plus at least the width of the compactor footprint used..

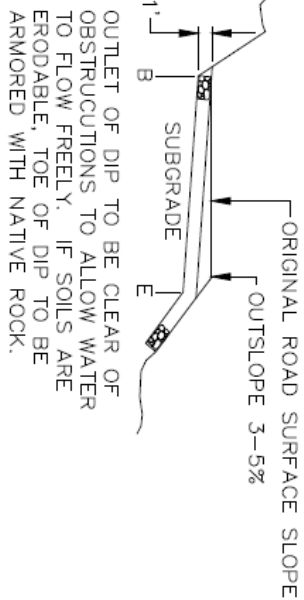
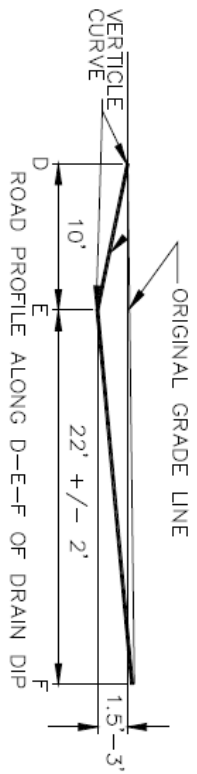
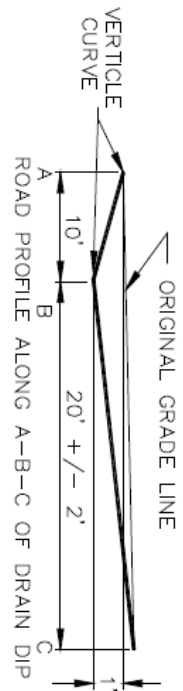


BRUSHING DETAIL

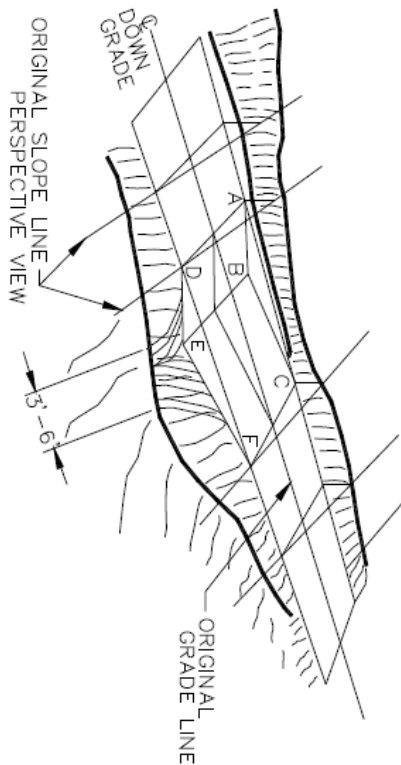


- 1) ALL VEGETATION WITHIN THE BRUSHING LIMITS SHALL BE CUT TO WITHIN 8' OF THE GROUND, UNLESS OTHERWISE DIRECTED BY THE CONTRACT ADMINISTRATOR.
- 2) ALL BRUSH, TREES, LIMBS, ETC. SHALL BE REMOVED FROM THE ROAD SURFACE.
- 3) ALL BRUSH, TREES, LIMBS, ETC. THAT MAY RESTRICT THE FLOW OF WATER SHALL BE REMOVED FROM THE DITCH LINE.
- 4) ALL DEBRIS THAT MAY ROLL OR MIGRATE INTO THE DITCHLINE SHALL BE REMOVED.

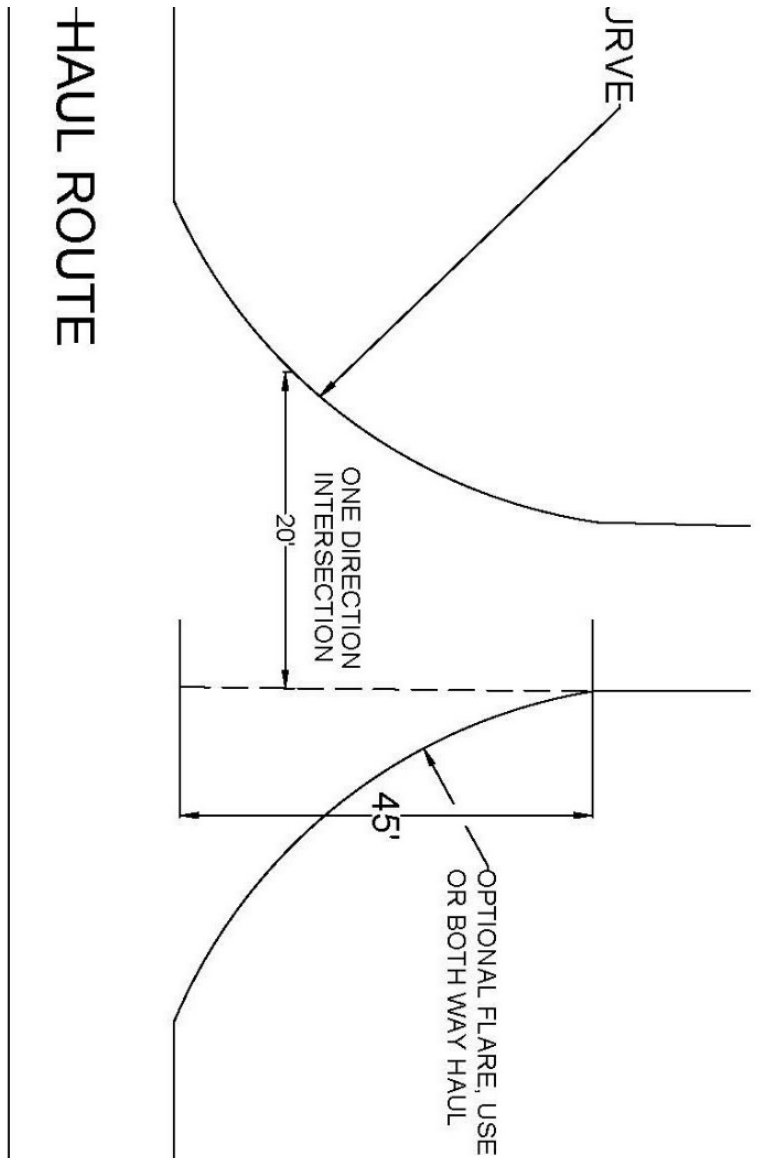
ROLLING DIP DETAIL



NOTE: PLAN OF DIP SHOWN IS FOR OUTSLOPED ROLLING DIP. DIPS MAY BE EITHER INSLOPED OR OUTSLOPED. WHEN INSLOPED, DIPS SHALL DRAIN FREELY INTO DITCHES OR CULVERT INLETS. WHEN OUTSLOPED, THEY SHALL DRAIN FREELY ONTO NATURAL GROUND. WHERE SOILS ARE ERODIBLE, OUTLET SHALL BE ARMORED WITH NATIVE ROCK. THE MINIMUM CROSS GRADE FROM "B" TO "E" IS 4% GREATER THAN THE ROAD SURFACE SLOPE. SKEW LINE B-E TO FIT LOW POINT IN DRAW, IF LOCATED IN NATURAL DRAIN.

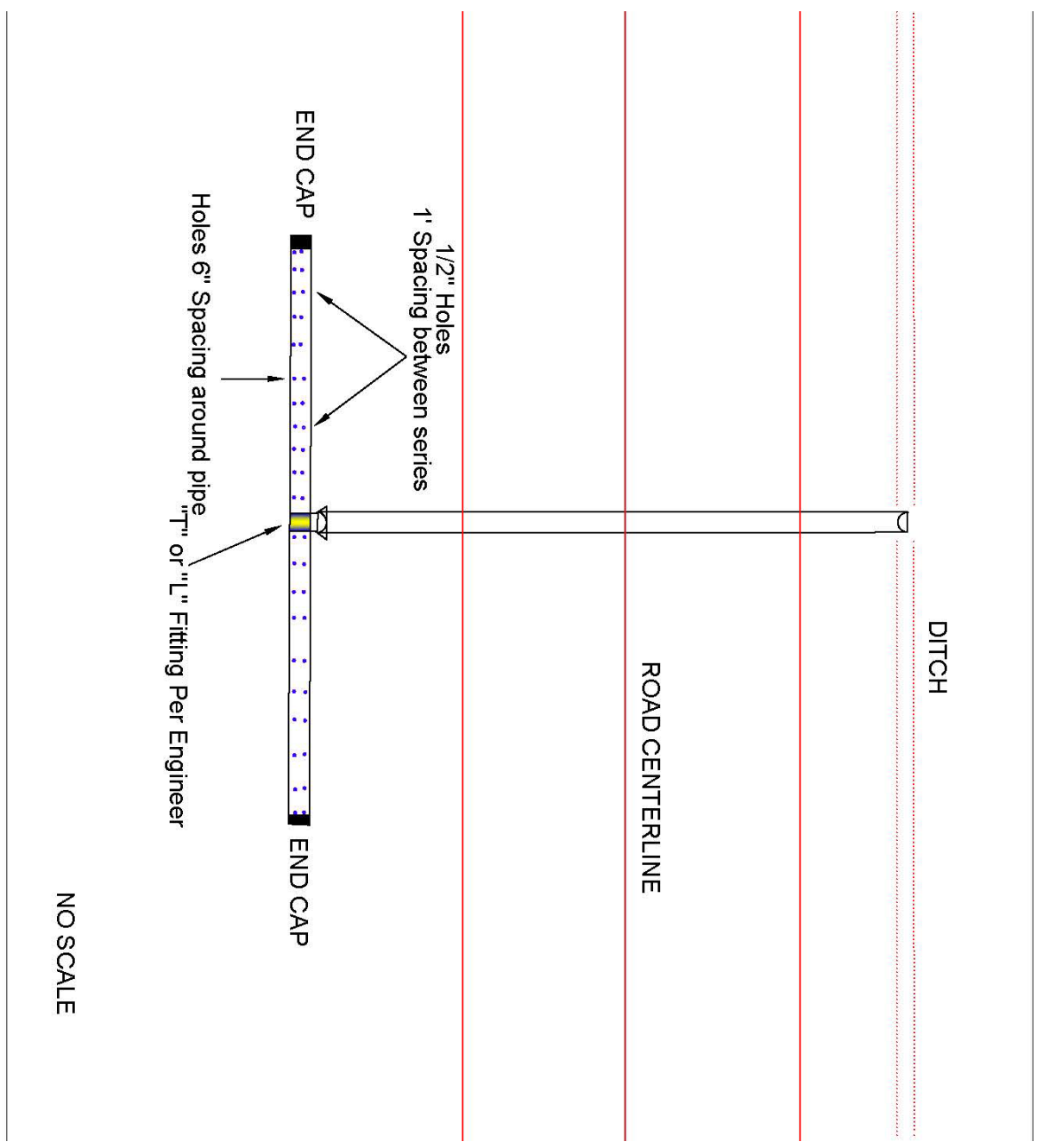


TYPICAL INTERSECTION



NOT TO SCALE

TYPICAL PERFORATED PIPE INSTALLATION



FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS

Cuts and Fills

- Maintain slope lines to a stable gradient compatible with the cut slope/fill slope ratios. Remove slides from ditches and the roadway. Repair fill-failures in accordance with Clause 4-6 Embankment Slope Ratio, and with material approved by the Contract Administrator. Remove overhanging material from the top of cut slopes.
- Waste material from slides or other sources shall be placed and compacted in stable locations identified in the road plan or approved by the Contract Administrator, so that sediment will not deliver to any streams or wetlands.
- Slide material and debris shall not be mixed into the road surface materials, unless approved by the Contract Administrator.

Surface

- Grade, shape, and compact the road surface, turnouts, and shoulders to the original shape on the Typical Section Sheet, to provide a smooth, rut-free traveled surface and maintain surface water runoff in an even, unconcentrated manner.
- Blading shall not undercut the backslope or cut into geotextile fabric on the road.
- If required by the Contract Administrator, water shall be applied as necessary to control dust and retain fine surface rock.
- Surface material shall not be bladed off the roadway. Replace surface material when lost or worn away, or as directed by the Contract Administrator.
- Remove shoulder berms, created by grading, to facilitate drainage, except as marked or directed by the Contract Administrator.
- For roads with geotextile fabric: spread surface aggregate to fill in soft spots and wheel ruts (barrel spread) to prevent damage to the geotextile fabric.

Drainage

- Prevent silt bearing road surface and ditch runoff from delivering sediment to any streams or wetlands.
- Maintain rolling dips and drivable waterbars as needed to keep them functioning as intended.
- Maintain culvert headwalls to a level slightly below the road shoulder with material that will resist erosion. This is to allow for culverts that are overtopped to keep the water in the ditchline.
- Maintain energy dissipaters at culvert outlets with non-erodible material or rock.
- Keep ditches, culverts, and other drainage structures clear of obstructions and functioning as intended.
- Inspect and clean culverts at least monthly, with additional inspections during storms and periods of high runoff. This shall be done even during periods of inactivity.

Preventative Maintenance

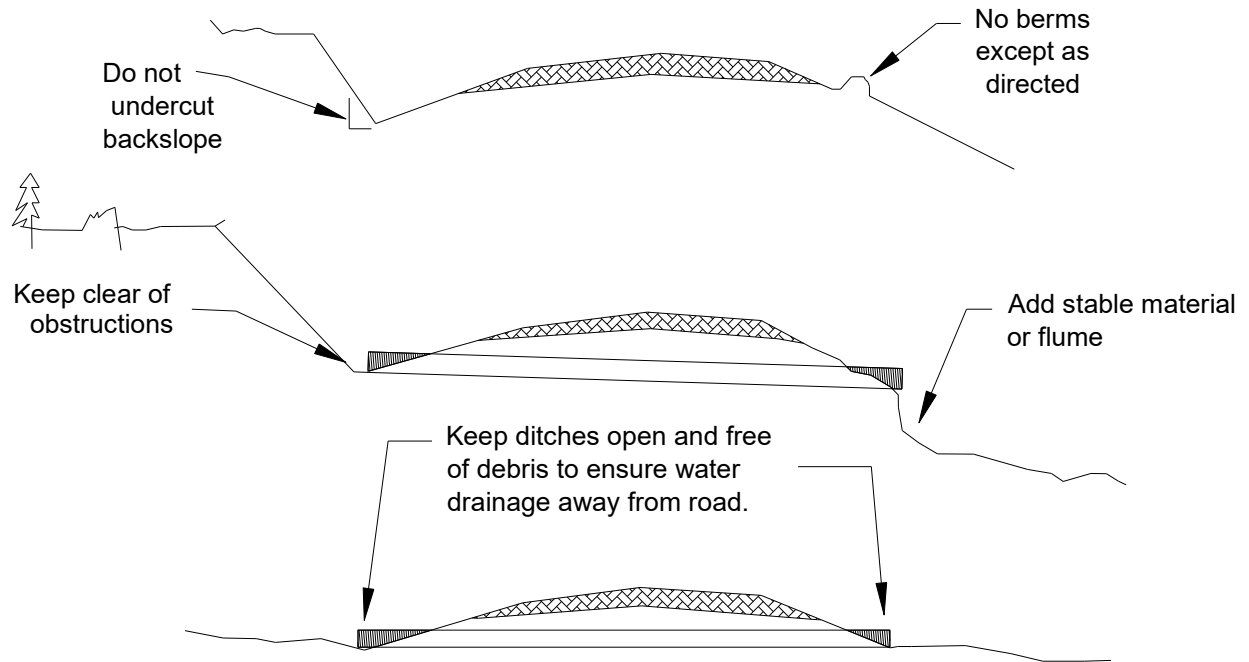
Perform preventative maintenance work to safeguard against storm damage, such as blading to ensure correct runoff, ditch and culvert cleaning, and waterbar maintenance.

Termination of Use or End of Season

At the conclusion of logging operations, ensure all conditions of these specifications have been met.

Debris

Remove fallen timber, limbs, and stumps from the slopes, roadway, ditchlines, and culvert inlets.



OF DNR
RECORDED IN RECORDS OF CLALLAM CO.

2003 JUL 24 PM 12:57

36

When recorded return to:
Department of Natural Resources
Olympic Region
411 Tillicum Lane
Forks, Washington 98331
Attention: Rod Larson



2003 1113192 Clallam County

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
DOUG SUTHERLAND, Commissioner of Public Lands

EASEMENT EXCHANGE

Grantor(s): Washington State Department of Natural Resources, Crown Pacific Limited Partnership

Grantee(s): Crown Pacific Limited Partnership, Washington State Department of Natural Resources

Legal Description: S16, 17, 18, 20, 29, 30 and, 31 T32N, R13W, W.M. and, S16 and 21 T31N, R13W, W.M. and, S23, 25, 26 and, 35 T30N, R15W, W.M. and, S36 T31N, R15W, W.M. and, S21 and 35 T31N, R12W, W.M. and, S2 and 3 T30N, R12W, W.M.

Assessor's Property Tax Parcel or Account Number:

133216 000000 0000	133121 320000 0000	153035 140000 0000
133217 120000 0000	153023 130000 0000	123002 320000 0000
133218 000000 0000	153023 240000 0000	123002 330000 0000
133220 000000 0000	153023 410000 0000	123002 410000 0000
133229 110000 0000	153023 440000 0000	123003 440000 0000
133229 200000 0000	153025 200000 0000	153136 000000 0000
133230 000000 0000	153026 430000 0000	123121 100000 0000
133231 000000 0000	153035 110000 0000	123135 130000 0000
133116 000000 0000	153035 200000 0000	123135 230000 0000

Cross Reference: None

DNR Easement No. 50-074368 and 55-073678

This Agreement is between CROWN PACIFIC LIMITED PARTNERSHIP, a limited partnership herein called "Exchanger" and the STATE OF WASHINGTON, acting by and through the Department of Natural Resources, herein called "State" dated as of JULY 14, 2003 "Effective Date."

In exchange for the mutual promises and covenants herein contained, and other good and valuable consideration, the mutual receipt and sufficiency of which is hereby acknowledged, the parties agree to the following terms and conditions.

Conveyances.

A. To State. Exchanger hereby grants, conveys, and warrants to State, its successors and assigns, permanent, non-exclusive easements over parcels of land in Clallam County legally described as set forth in Exhibit A, said easement to be sixty (60) feet in width running thirty (30) feet on each side of a center line of roads located, or to be constructed approximately as shown on Exhibits B-1 through B-6 (hereafter Easement Area or Road).

B. To Exchanger. State hereby grants and conveys, to Exchanger, its successors and assigns, permanent, non-exclusive easement over parcels of land in Clallam County legally described as set forth in Exhibit A, said easement to be sixty (60) feet in width running thirty (30) feet on each side of a center line of roads located approximately as shown on Exhibits C-1 through C-14 (hereafter Easement Area or Road).

Purpose. The easements are conveyed to provide ingress and egress to and from lands owned or hereafter acquired by each party for resource management and administrative activities, including, but not limited to, hauling timber products, valuable materials such as sand, gravel, stone and minerals, special forest products such as tree boughs and brush; performing management activities associated with forestlands, such as reforestation, routine ongoing inventory and stocking control; leasing and managing communication, grazing and agricultural sites; and leasing for resource activities consistent with county zoning and other terms and conditions included in this easement. Authorized use shall include the right to travel, maintain, repair, construct or reconstruct each respective Easement Area subject to the restrictions set forth hereafter. No rights of public access are granted by either party under this Agreement.

Nature of Estate. These easements shall be deemed appurtenant to real property located in Clallam County legally described as set forth in Exhibits D-1 and D-2 (hereafter Benefited Parcels); *Provided*, however, that either party may add after acquired property to the easement area, subject to agreement between the parties pertaining to re-allocation of easement costs pertaining to such after acquired property.

Reservations. Each fee owner reserves all rights incident to fee ownership of the Easement Area on their respective lands and the profits thereon (including timber) and the right of use for any purpose including but not limited to the right to remove profits within the Easement Area on its land; the right at all times to cross and re-cross the Easement Area at any place on grade or otherwise; and the right to use, maintain, patrol, reconstruct or repair the Easement Area so long as it does not unreasonably interfere with the rights granted herein. Each fee owner may grant to third parties any and all rights reserved on its land.

Timber or other profits of the land may be removed by the easement holder where reasonably necessary to use the easement area, but the fee owner shall be entitled to the market value of the material removed. Each fee owner reserves the right to relocate the Easement Area on its own land. If the fee owner relocates the Easement Area on its sole initiative, the fee owner shall

construct the relocated Easement Area to the standards existing at the time of relocation at its sole expense.

Compliance With Laws. For all activities conducted pursuant to this Agreement, each party shall, at its own expense, comply with all applicable laws.

Export Restrictions. Any export restricted timber originating from state land under this Agreement shall not be exported until processed. Exchanger shall comply with all applicable requirements of WAC 240-15-015 (relating to the prohibitions on export and substitution), WAC 240-15-025 (relating to reporting requirements), and WAC 240-15-030 (relating to enforcement). All export restricted timber from state lands shall be painted and branded in compliance with WAC 240-15-030(2). If Exchanger knowingly violates any of the prohibitions in WAC 240-15-015, Exchanger shall be barred from bidding on or purchasing export restricted timber as provided. Exchanger shall comply with the Export Administration Act of 1979 (50 U.S.C. App. Subsection 2406(i)) which prohibits the export of unprocessed western cedar logs harvested from state lands.

Permittees. Each easement holder may permit its respective employees, agents, contractors, licensees, lessees, purchasers of timber or other profits and their agents, herein individually referred to as "Permittee" and collectively referred to as "Permittees", to exercise the rights granted to the easement holder herein. Acts or omissions of the Permittees operating under this Agreement shall be deemed an act of the easement holder. Restrictions or requirements placed on the easement holder herein shall apply equally to the Permittees.

Maintenance. Maintenance is defined as work normally necessary to preserve and keep the Roads in their present condition or as hereafter improved. At a minimum, the Roads will be maintained to meet applicable forest practice standards set forth in Chapter 222-24 WAC as now written or hereafter amended.

When a Road is being used solely by one party, that party shall be solely responsible for maintaining that portion of the Road so used to the standards existing at the time sole use is commenced. During periods when either party and/or other parties with an easement or license jointly use the Road(s), or any portion thereof, the cost of maintenance and resurfacing shall be allocated among such users on the basis of their respective use including that of their Permittees.

During periods of joint maintenance, the users shall meet at times to be set by mutual agreement and establish necessary maintenance provisions. Such provisions shall include, but not be limited to the following:

- (1) The appointment of a maintainer, which may be one of the parties or any third party, to perform or contract the maintenance;
- (2) The extent of resurfacing necessary to keep the Road safe and to reduce environmental impacts; and

(3) A method of payment by which each party using the Road or a portion thereof shall pay its pro rata share of the cost of maintenance and resurfacing.

Repairs. Each party shall repair, or cause to be repaired at its sole cost, that damage to the Road arising out of the easement holder's use, which is in excess of that which it would cause through normal and prudent usage. Should damage be caused by an unauthorized user, the cost of repair shall be treated as ordinary maintenance and handled as set forth above.

Improvements. The easement holder will not make improvements to the Easement Area without prior written consent of the fee owner, which shall not be unreasonably withheld. Unless the parties agree in writing to share the cost of improvements, improvements shall be at the sole expense of the improver. Any improvements to the Easement Area shall become the property of the fee owner unless otherwise agreed in writing.

Replacement . The State and the Exchanger shall mutually agree upon any need to replace the road and equitably share in the cost of the replacement based upon each party's expected use of the road during the life expectancy of the replacement.

Compliance with Habitat Conservation Plan. The Easement Area is located within an area that is subject to the State's Habitat Conservation Plan adopted in connection with Incidental Take Permit No. PRT-812521 as supplemented by Permit No. 1168 (collectively "TTP"). As long as the Habitat Conservation Plan remains in effect, Exchanger and all Permittees acting under Exchanger shall comply with the terms and conditions set forth in Exhibit E while operating on the Easement Area located on state owned land.

Construction/Operation Plan(s). Pre-Construction. Thirty (30) days prior to any construction or reconstruction of (a) Road(s) by an easement holder on lands of the fee owner, the easement holder will submit a written plan of construction to the fee owner outlining the construction or activity for approval, which shall not be unreasonably withheld. All construction and reconstruction shall comply with applicable state or local laws. In the event of an emergency that requires immediate action to protect person or property, an easement holder may take reasonable corrective action without prior notice to the fee owner.

Weed Control on State's Easement Area. All methods of chemical weed control on State Land shall be approved in writing by State prior to beginning such activities. No aerial spraying is permitted on State land without prior approval by State.

Waste. An easement holder shall not cause nor permit any filling activity to occur in or on the Easement Areas, except by prior written approval of the fee owner. An easement holder shall not deposit refuse, garbage, or other waste matter or use, store, generate, process, transport, handle, release, or dispose of any hazardous substance, or other pollutants in or on the Easement Areas except in accordance with all applicable laws. The term hazardous substance means any substance or material as those terms are now or are hereafter defined or regulated under any federal, state, or local law including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA 42 USC 9601 *et seq.*), or the Washington Model Toxic Control Act (MTCA RCW 70.105D.010.). An easement holder shall immediately notify the fee owner if the easement holder becomes aware of any release or threatened release of hazardous substance on the Easement Areas or adjoining property. If a release of hazardous substance occurs in, on, under, or above the Easement Areas arising out of any action of the easement holder, its contractors, subcontractors, invitees, agents, employees, licensees, or permittees, the easement holder shall, at its sole expense, promptly take all actions necessary or advisable to clean up, contain, and remove the hazardous substance in accordance with applicable laws. Any cleanup shall be performed in an approved manner.

Survey Markers. An easement holder shall not destroy any land survey corner monuments and reference points (including but not limited to corner markers, witness objects, or line markers) without prior written approval from the landowner, which shall not be unreasonably withheld. Monuments or reference points that must necessarily be disturbed or destroyed during road construction or maintenance activities must be adequately referenced and replaced, at the easement holder's cost, under the direction of a State of Washington Professional Land Surveyor, in accordance with all applicable laws of the State of Washington in force at the time of construction, including but not limited to RCW 58.24, and all Department of Natural Resources regulations pertaining to preservation of such monuments and reference points.

Insurance. The State of Washington, including all its agencies and departments, is self insured for all exposures to tort liability, general liability, property damage liability and vehicle liability, as provided in statute, but only as respects the negligence of the State.

Before using any of said rights granted herein and at its own expense, the Exchanger(s) shall obtain and keep in force during the term of this agreement and require its contractors, subcontractors, or other permittees to obtain while operating on the Easement area, the following liability insurance policies, insuring Exchanger(s) against liability arising out of its operations, including use of vehicles. In addition the State shall require its Permittees and Assignees to obtain and keep in force the same insurance. The limits of insurance, which may be increased by State, as deemed necessary, shall not be less than as follows:

- (a) Commercial General Liability (CGL) insurance with a limit of not less than \$1,000,000 per each occurrence. If such CGL insurance contains aggregate limits, the general aggregate limits shall be at least twice the "each occurrence" limit, and the

products-completed operations aggregate limit shall be at least twice the "each occurrence" limit.

(b) Employer's liability ("Stop Gap") insurance, and if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

(c) Business Auto Policy (BAP) insurance, and if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 per accident, with such insurance covering liability arising out of "Any Auto".

(d) Exchanger(s) shall comply with all State of Washington workers' compensation statutes and regulations. Except as prohibited by law, Exchanger(s) waives all rights of subrogation against State for recovery of damages to the extent they are covered by workers compensation, employers' liability, commercial general liability or commercial umbrella liability insurance.

All insurance must be purchased on an occurrence basis and should be issued by companies admitted to do business within the State of Washington and have a rating of A- or better in the most recently published edition of Best's Reports. Any exception shall be reviewed and approved in advance by the Risk Manager for the Department of Natural Resources. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.

The State of Washington, Department of Natural Resources, its elected and appointed officials, agents and employees shall be named as an additional insured on all general liability, excess, and umbrella insurance policies.

Before using any said rights granted herein, Exchanger(s) shall furnish State with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified above. Certificate(s) must reference the State's easement number.

State shall be provided written notice before cancellation or non-renewal of any insurance referred to herein, as prescribed in statute (Chapter 48.18 RCW or Chapter 48.15 RCW).

Exchanger(s) shall include all contractors, sub-contractors and permittees as insureds under all required insurance policies, or shall furnish or have in its possession separate certificates of insurance and endorsements for each. Contractors, sub-contractors and permittees must comply with all insurance requirements stated herein. Failure of contractors, sub-contractors and permittees to comply with insurance requirements does not limit Exchanger(s) liability or responsibility.

All insurance provided in compliance with this agreement shall be primary as to any other insurance or self-insurance programs afforded to or maintained by State. Exchanger(s) waives all

rights against State for recovery of damages to the extent these damages are covered by general liability or umbrella insurance maintained pursuant to this agreement.

By requiring insurance herein, State does not represent that coverage and limits will be adequate to protect Exchanger(s), and such coverage and limits shall not limit Exchanger(s) liability under the indemnities and reimbursements granted to State in this Agreement.

If Exchanger(s) is self-insured, evidence of its status as a self-insured entity shall be provided to State. If requested by State, Exchanger(s) must describe its financial condition and the self-insured funding mechanism."

Notice. Unless otherwise specified herein, any notices required or permitted under this Agreement may be delivered personally, sent by facsimile machine or mailed certified, return receipt requested, to the following addresses or to such other place as the parties hereafter direct. Notice will be deemed given upon delivery, confirmation of facsimile, or three days after being mailed, whichever is applicable.

To State:

DEPARTMENT OF NATURAL
RESOURCES
411 Tillicum Lane
Forks, Washington 98331

To Exchanger:

Crown Pacific Limited Partnership
243701 Highway 101 West
Port Angeles, Washington 98363

Integrated Agreement; Modifications. This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter of the Agreement and supersedes all prior negotiations and representations. This Agreement shall not be modified except by written approval of both parties. The parties agree to execute any additional documents reasonably necessary to effectuate the provisions and purposes of this Agreement.

Severability. If any provision of this Agreement is held to be invalid or unenforceable, it shall not affect the validity of any other provision herein, and to this end the provisions of this Agreement are declared to be severable. If any such invalidity becomes known or apparent to the parties, the parties agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this Agreement.

Waiver. Failure of either party to insist upon the strict performance of any of the terms and conditions of this Agreement, or failure to exercise any rights or remedies provided in this Agreement or by law, or to notify the other party in the event of breach, shall not release the other party of any of its obligations under this Agreement, nor shall any purported oral modification or rescission of this Agreement by either party operate as a waiver of any of the terms hereof. No waiver by either party of any breach, default, or violation of any term, warranty, representation, agreement, covenant, right, condition, or provision of this Agreement shall constitute waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, agreement, covenant, right, condition, or provision.

Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties, their successors and assigns.

Construction. The terms of this Agreement shall be given their ordinary meaning unless defined herein and shall not be presumptively construed against either party.

Exhibits. All exhibits referenced in this Agreement are incorporated as part of the Agreement.

Headings. The headings in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Agreement nor the meaning of any of its provisions.

Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Agreement at different times and places by the parties shall not affect its validity so long as all the parties execute a counterpart of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this instrument, in duplicate to become effective as of the day and year first above written.

Dated: June 24, 2003

CROWN PACIFIC, LIMITED PARTNERSHIP

By: Andy Mendenhall

Andy Mendenhall
Title: Olympic Tree Farm
Land & Timber Manager
243701 Highway 101 W.
Port Angeles, WA 98362

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Dated: July 14, 2003



Affix Seal of Commissioner
of Public Lands

By: Pat M'Quay
ja DOUG SUTHERLAND

Commissioner of Public Lands
1111 Washington St. SE
MS: 47001
Olympia, WA 98504-7001
Phone: (360) 902-1004
Fax: (360) 902-1775

Approved as to Form
August 8, 2002
by Jim Schwartz
Assistant Attorney General
State of Washington

REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF WASHINGTON)
) ss
County of Clallam)

I certify that I know or have satisfactory evidence that **ANDY MENDENHALL** is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the ~~land~~ land + timber management of Crown Pacific to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 6/24/03

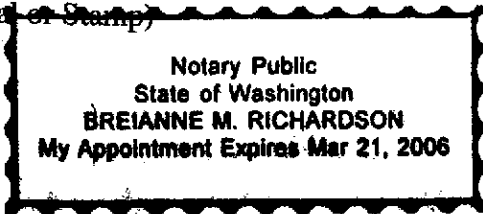
Breianne Richardson

(Signature)

Breianne Richardson

(Print Name)

(Seal or Stamp)



Notary Public in and for the State of Washington, residing at Port Angeles

My appointment expires March 21, 2006

EXHIBIT A
Burdened Parcels

State: **Township 32 North, Range 13 West, W. M.**

W1/2 SW1/4, SW1/4SW1/4NW1/4 Section 16,
W1/2NE1/4 Section 17
Government Lot 1 and NE1/4NW1/4 Section 18
NE1/4NE1/4, S1/2NE1/2, NE1/4SE1/4, S1/2SE1/4 Section 20
W1/2NE1/4, N1/2NW1/4, SW1/4NW1/4, SW1/4SW1/4 Section 29
SE1/4NE1/4, E1/2SE1/4 Section 30
NE1/4NE1/4 Section 31

Township 31 North, Range 13 West, W.M.

SW1/4SW1/4 Section 16
W1/2SW1/4 Section 21

Township 30 North, Range 15 West, W.M.

E1/2SE1/4, NW1/4SE1/4, NE1/4SW1/4, SW1/4NE1/4, SE1/4NW1/4 Section 23
W1/2W1/2 Section 25
SE1/4SE1/4 Section 26
N1/2NE1/4, N1/2NW1/4, SW1/4NW1/4, SE1/4SE1/4, W1/2SE1/4, N1/2SW1/4 Section 35

Township 31 North, Range 15 West, W.M.

NE1/4NW1/4 Section 36

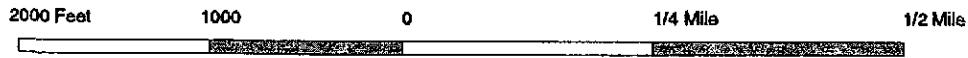
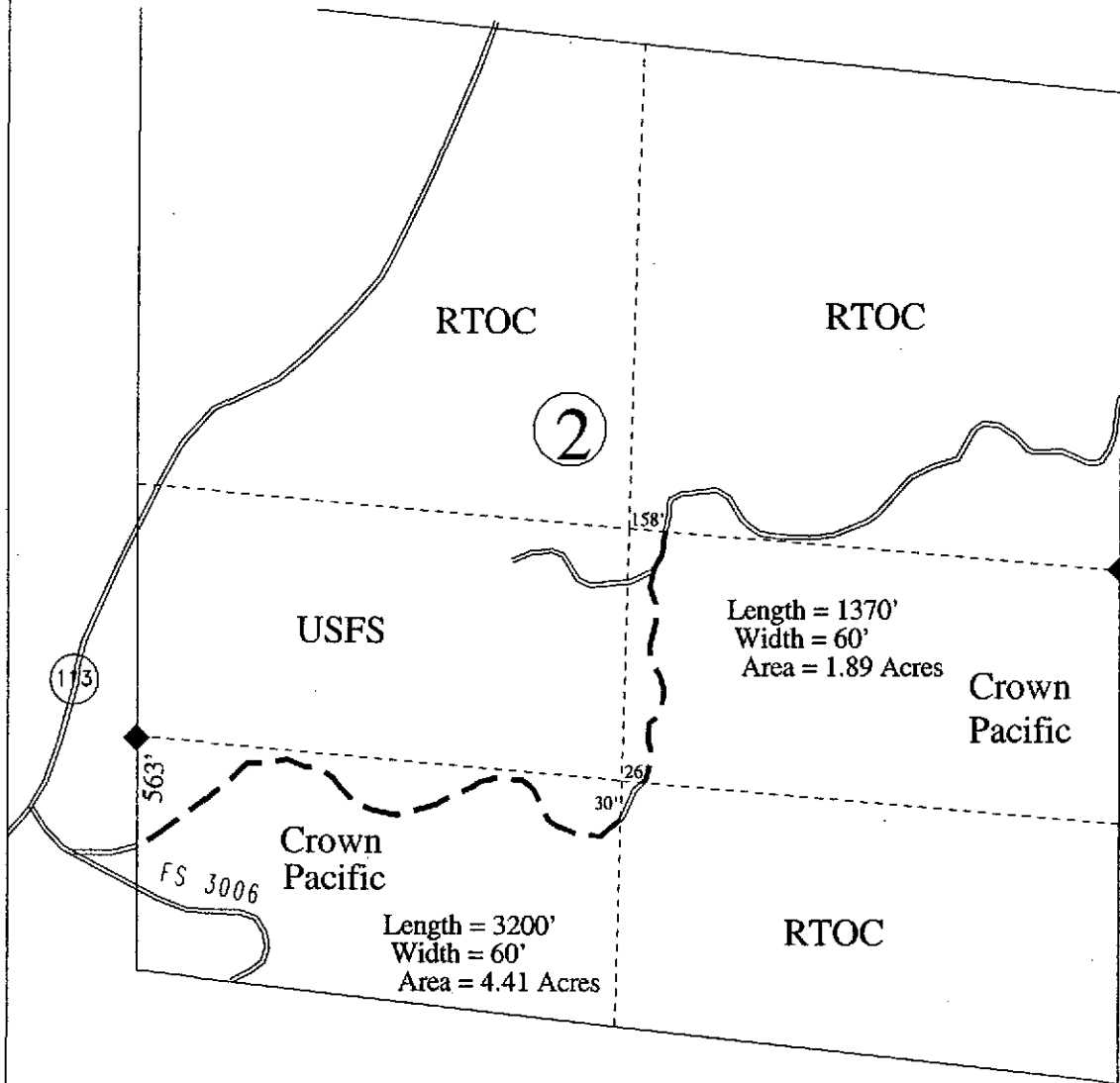
Exchanger: **Township 30 North, Range 12 West, W.M.**

NW1/4SE1/4, S1/2SW1/4 Section 2
SE1/4SE1/4 Section 3

Township 31 North, Range 12 West, W.M.

NW1/4 Section 21
S1/2NE1/4, SE1/4NW1/4 Section 35

Exhibit B-1
 Section 2 T30N, R12W, W.M.
 Clallam County, Washington

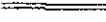



NOTES

- 1.) The R/W shown is intended to be over and across all property as shown on this map.
- 2.) Road location shown is from 2000 digital orthophotos.
- 3.) Ties to corners by R. Larson / J. Tryall 5-7-03.
 Center section corner missing. Tie from single R.P.

Prepared by: LWW
 Date: May 2003

LEGEND

- Existing Road 
 Crown Pacific Grant to State 

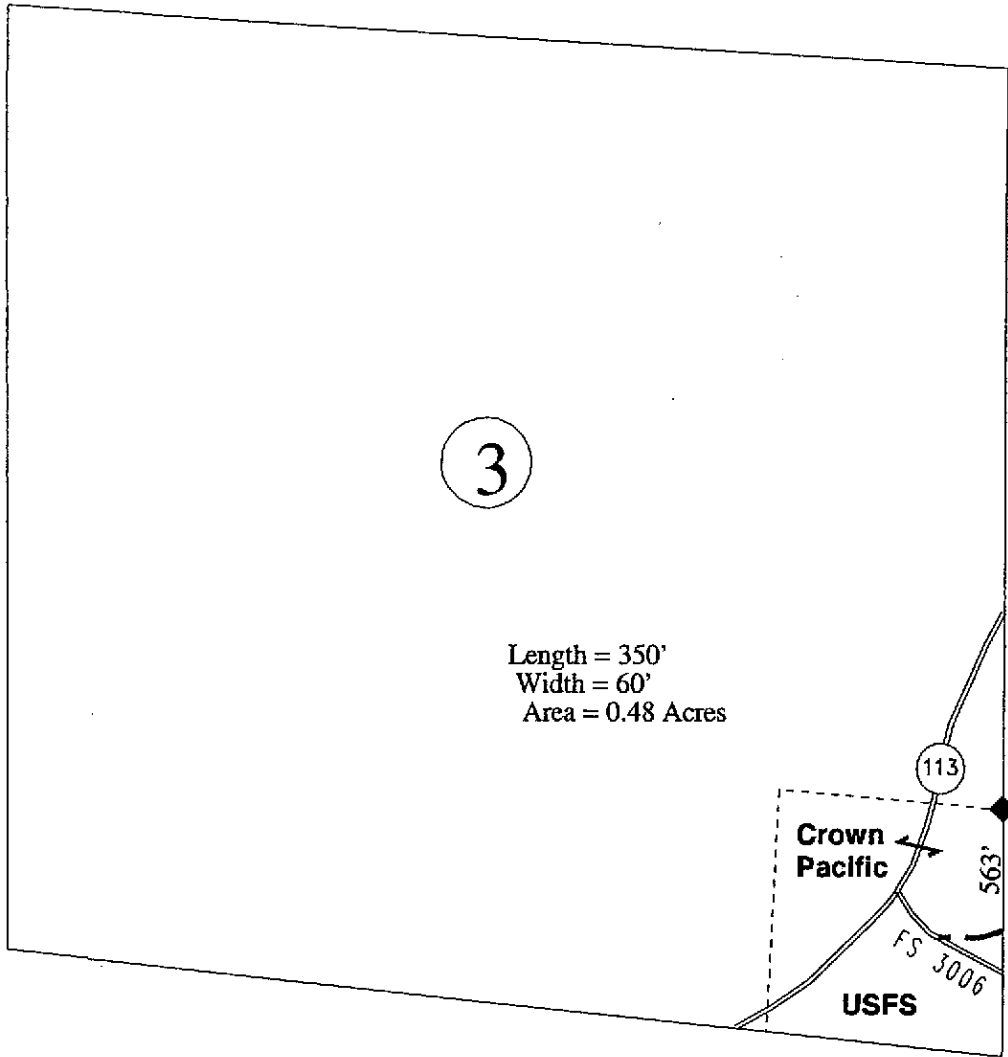
WA DNR

Grantee Name

55 -073678

D.N.R. Easement Number

Exhibit B -2
Section 3 T30N, R12W, W.M.
Clallam County, Washington



NOTES

- 1.) The R/W shown is intended to be over and across all property as shown on this map.
- 2.) Road location shown is from 2000 digital orthophotos.
- 3.) Ties to S 1/16th between sec 2 & 3 measured by R. Larson / J. Tryall 5 -7 -03.

Prepared by: LWW
 Date: May 2003

Existing Road 
 Crown Pacific Grant to State 

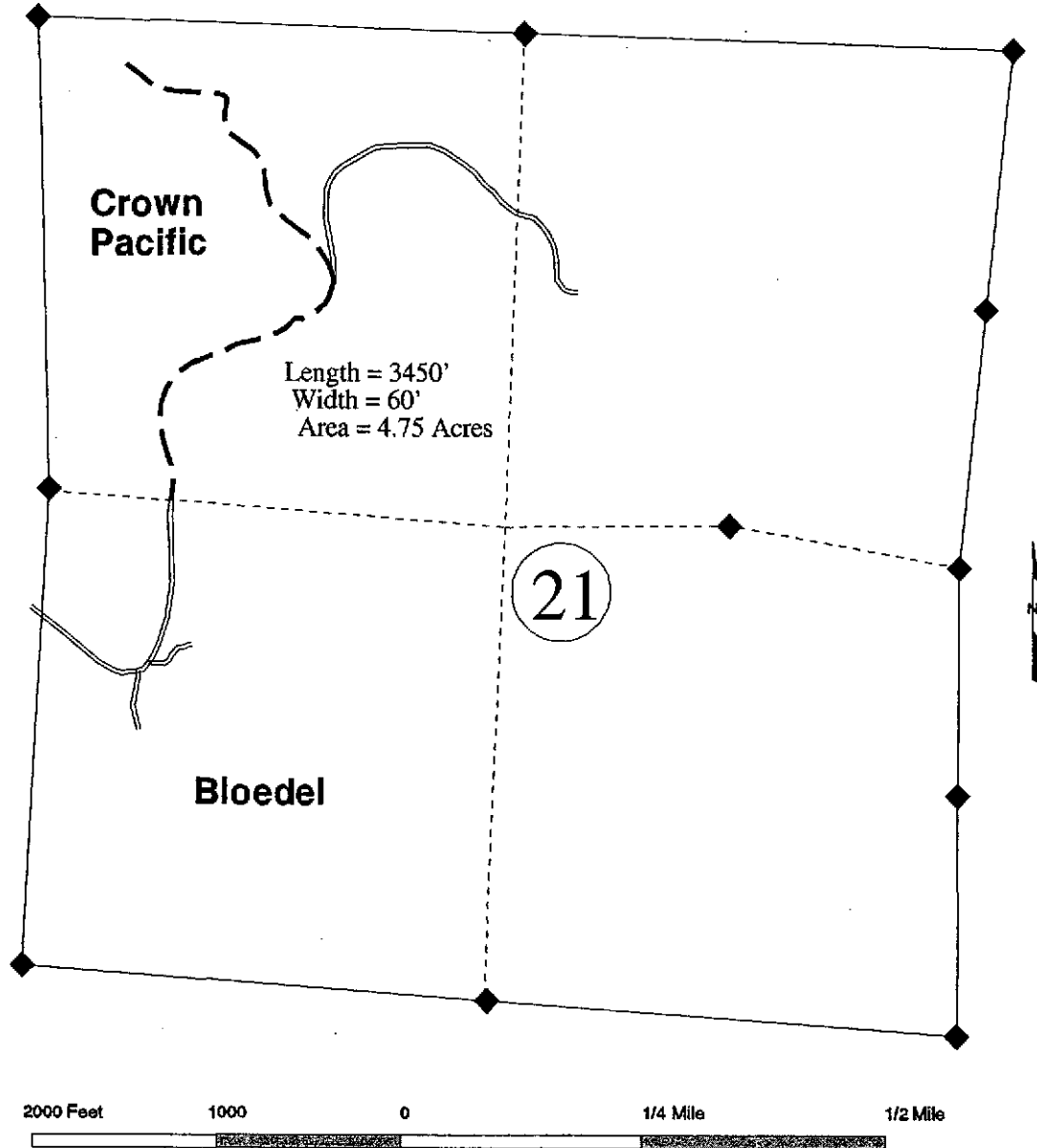
WA DNR

Grantee Name

55 -073678

D.N.R. Easement Number

Exhibit B -3
Section 21 T31N, R12W, W.M.
Clallam County, Washington



NOTES

- 1.) The R/W shown is intended to be over and across all property as shown on this map.
- 2.) Road location shown is from 2000 digital orthophotos.

LEGEND

- Existing Road =====
- Crown Pacific Grant to State - - - - -

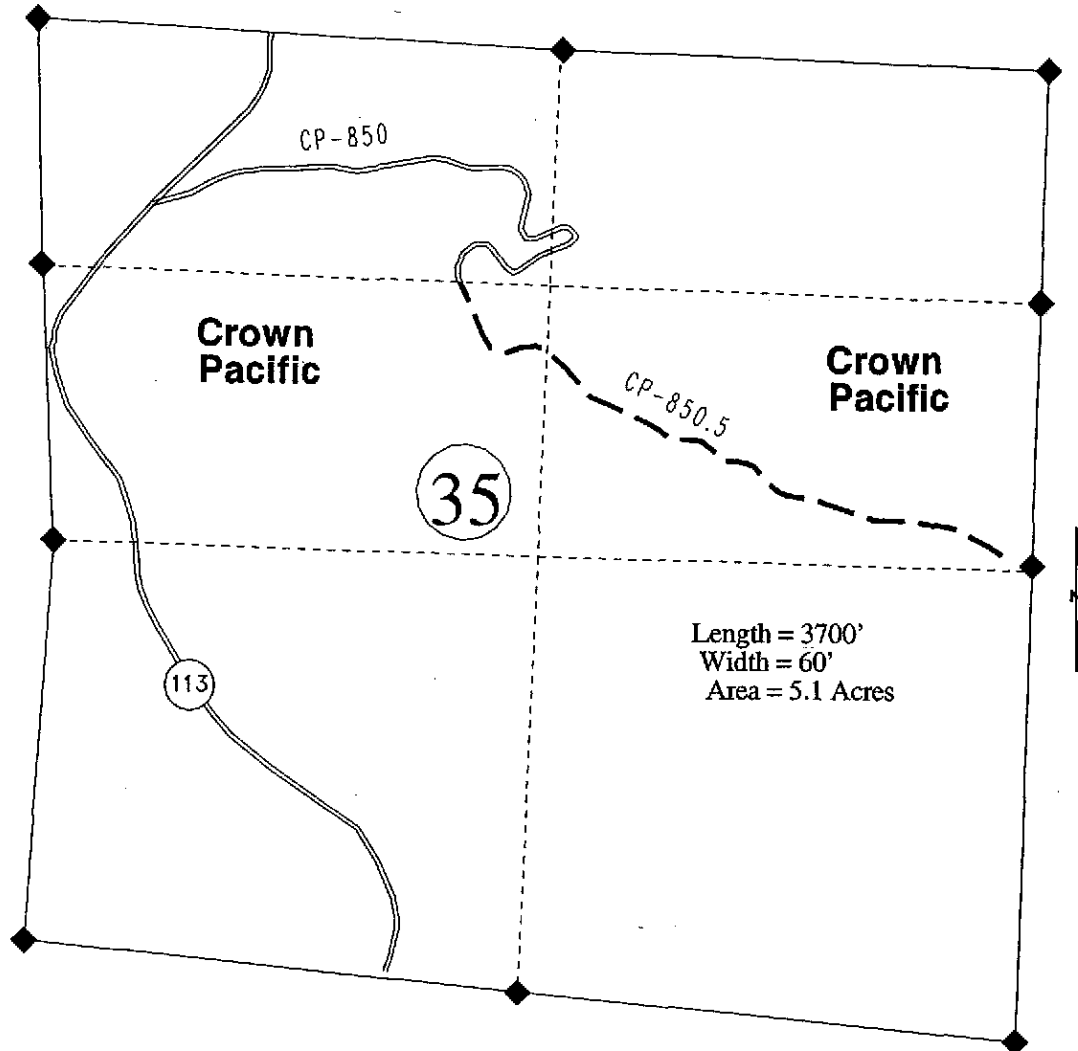
Prepared by: LWW
 Date: May 2003

WA DNR

 Grantee Name
55 -073678

 D.N.R. Easement Number

Exhibit B -4
Section 35 T31N, R12W, W.M.
Clallam County, Washington



Scale 1:12,000

NOTES

- 1.) The R/W shown is intended to be over and across all property as shown on this map.
- 2.) Road location shown is from 2000 digital orthophotos.

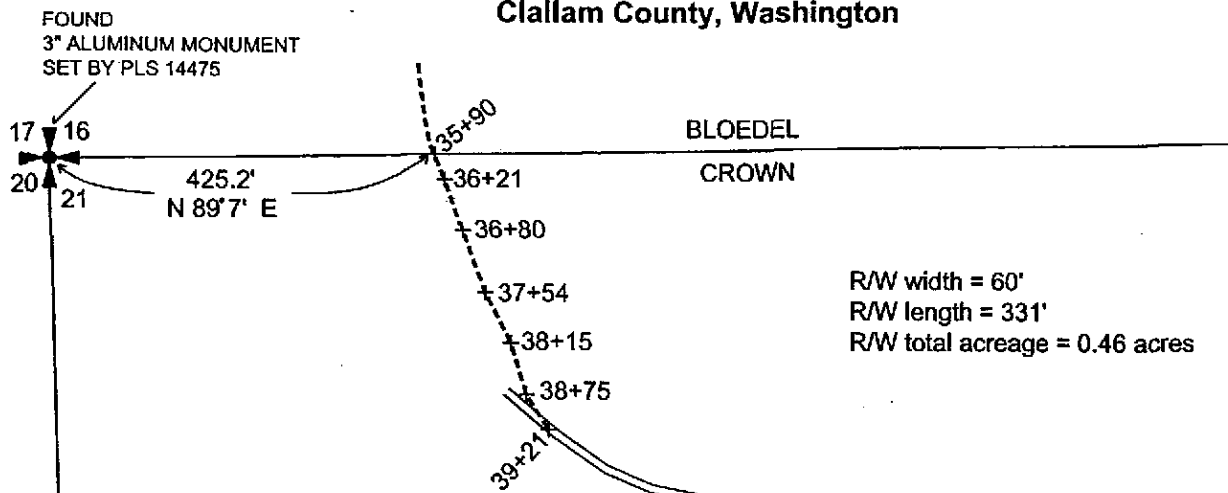
LEGEND

- Existing Road
- Crown Pacific Grant to State

Prepared by: LWW
 Date: May 2003

WA DNR
 Grantee Name
55 -073678
 D.N.R. Easement Number

**P-1800 Road Right of Way
Exhibit "B-5"
Section 21, T31N, R12W, W.M.
Clallam County, Washington**



CENTERLINE TRAVERSE		
STATION	BEARING	DISTANCE
35+90		
36+21	S 22° 15' E	30.8'
36+80	S 19° 00' E	59.1'
37+54	S 20° 00' E	73.8'
38+15	S 27° 00' E	61.7'
38+75	S 16° 30' E	59.5'
39+21	S 32° 00' E	45.8'

LEGEND

Existing Road
 New Construction

CORNER SYMBOLS

- FOUND OR ACCEPTED
- e CALCULATED - SET
- o CALCULATED - NOT SET

NOTES

- (1) Stationing shown at subdivision and section lines is approximate.
- (2) The R/W shown is intended to be over and across all property as shown on this map.

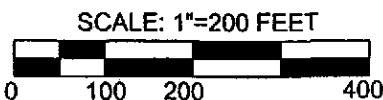
Applicant: Washington State Department of Natural Resources

Prepared by: Randall J Kirk

Date: May 1, 2003

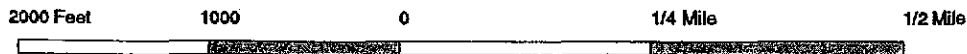
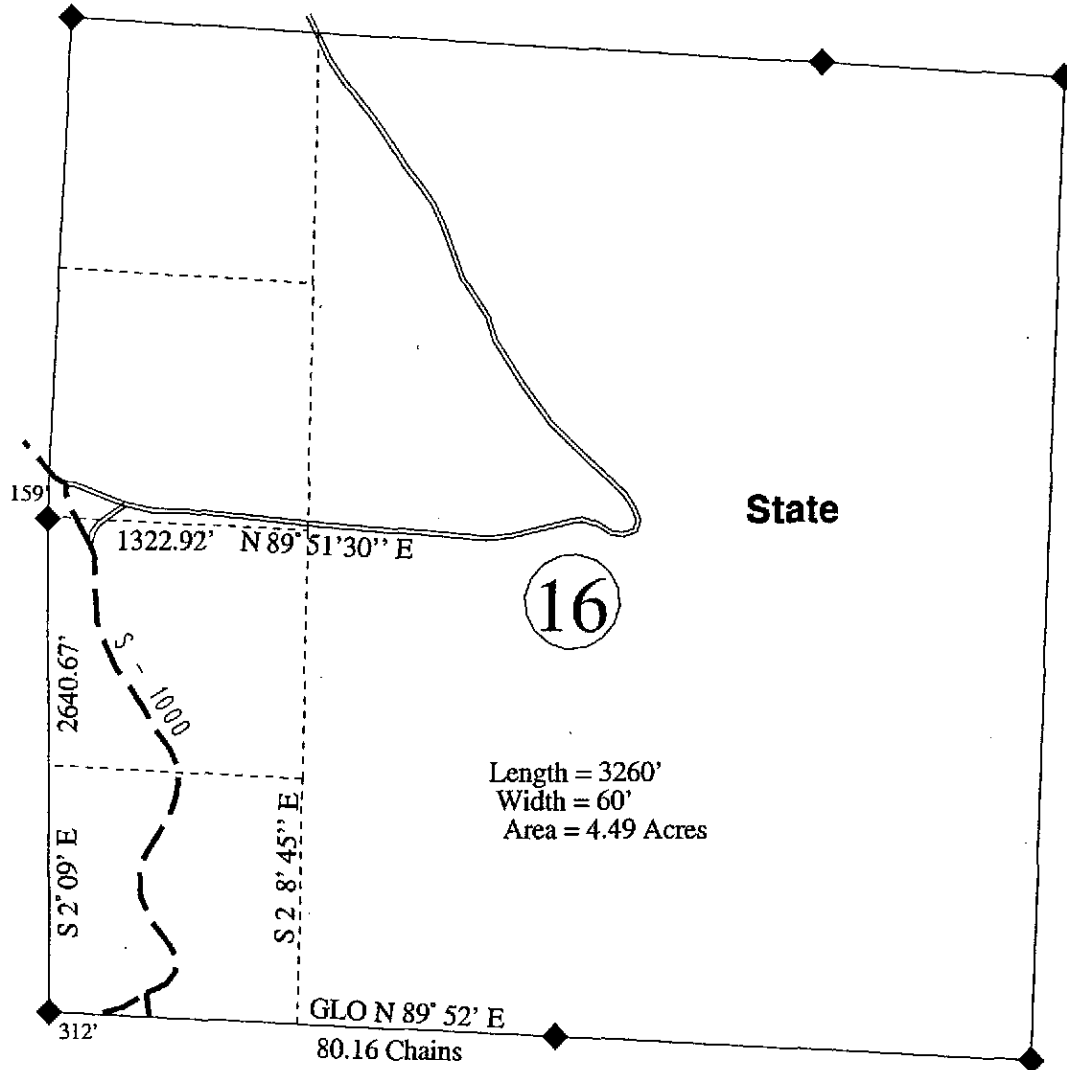
crownplatmap.dwg (revised on 5/15/2003)

WA DNR
 Grantee Name(s)
 55-073678
 D.N.R. Easement Number



Olympic Region Engineer

Exhibit C-1
Section 16 T32N, R13W, W.M.
Clallam County, Washington



Scale 1:12,000

NOTES

- 1.) The R/W shown is intended to be over and across all property as shown on this map.
- 2.) The tie to the W1/4 Sec 16 and section subdivision information are from that right of way plat on file with the Commissioner of Public Lands under application number : 50-022440
- 3.) The road location shown is from 2000 digital orthophotos.
- 4.) The tie to the SW corner Sec 16 is from that easement description on file with the Clallam County Auditor, Volume 269, pages 174 through 176.

Prepared by: LWW
 Date: May 2003

LEGEND

Existing Road 
 State Grant to Crown Pacific 

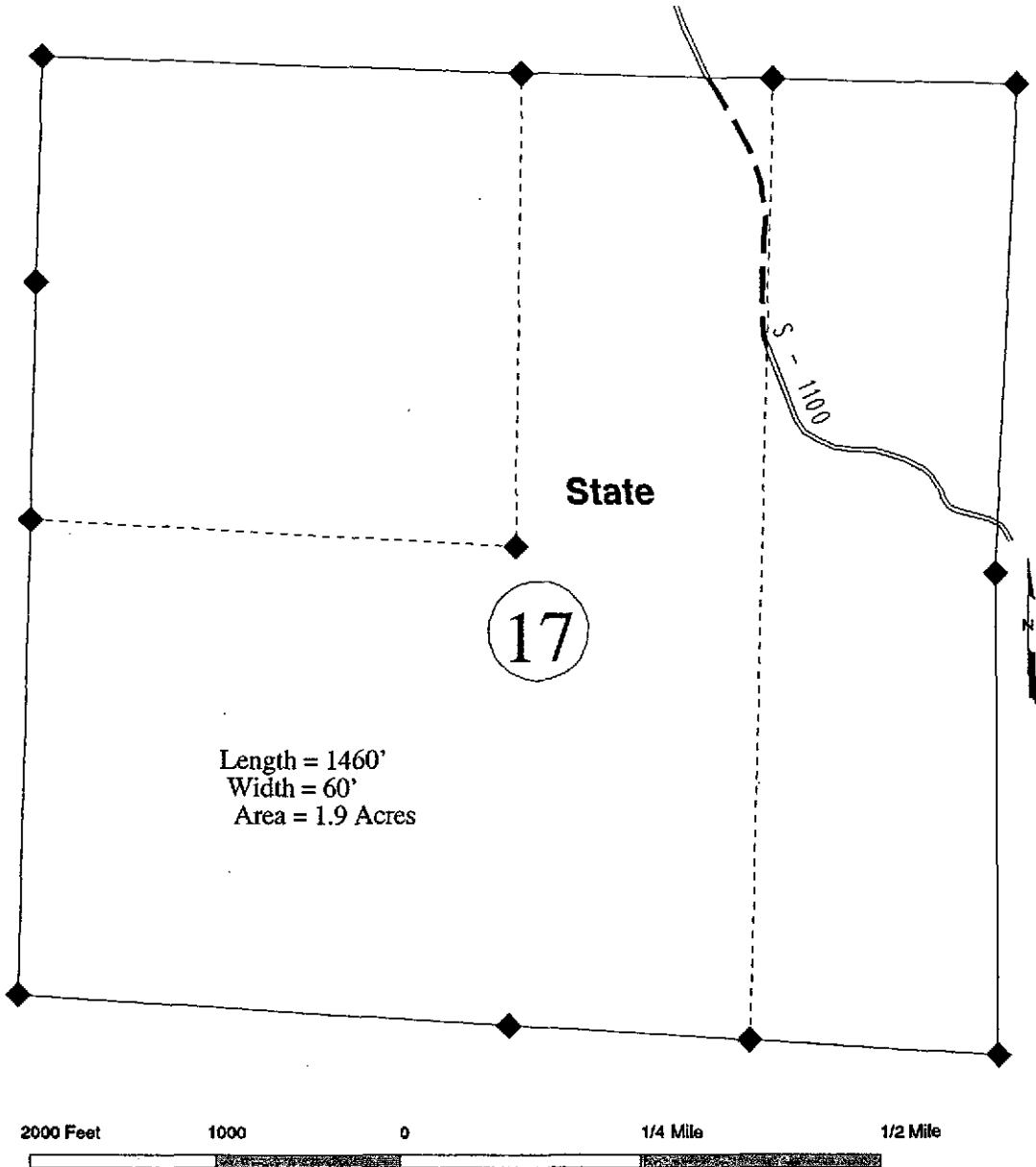
Crown Pacific

Grantee Name

50-074368

D.N.R. Easement Number

Exhibit C -2
Section 17 T32N, R13W, W.M.
Clallam County, Washington



Length = 1460'
 Width = 60'
 Area = 1.9 Acres

NOTES

- 1.) The R/W shown is intended to be over and across all property as shown on this map.
- 2.) Corner tie to E 1/16 measured by R. Larson / J. Tryall, 4-25-03.
- 3.) The road location shown is from 2000 digital orthophotos.
- 4.) NE 1/16 Sec 17 not found on 4-25-03 field visit.
 Length of S-1100 measured from N line Sec 17 to intersection S-1100 centerline & blazed N/S property line.

Prepared by: LWW
 Date: May 2003

LEGEND

- Existing Road
- State Grant to Crown Pacific

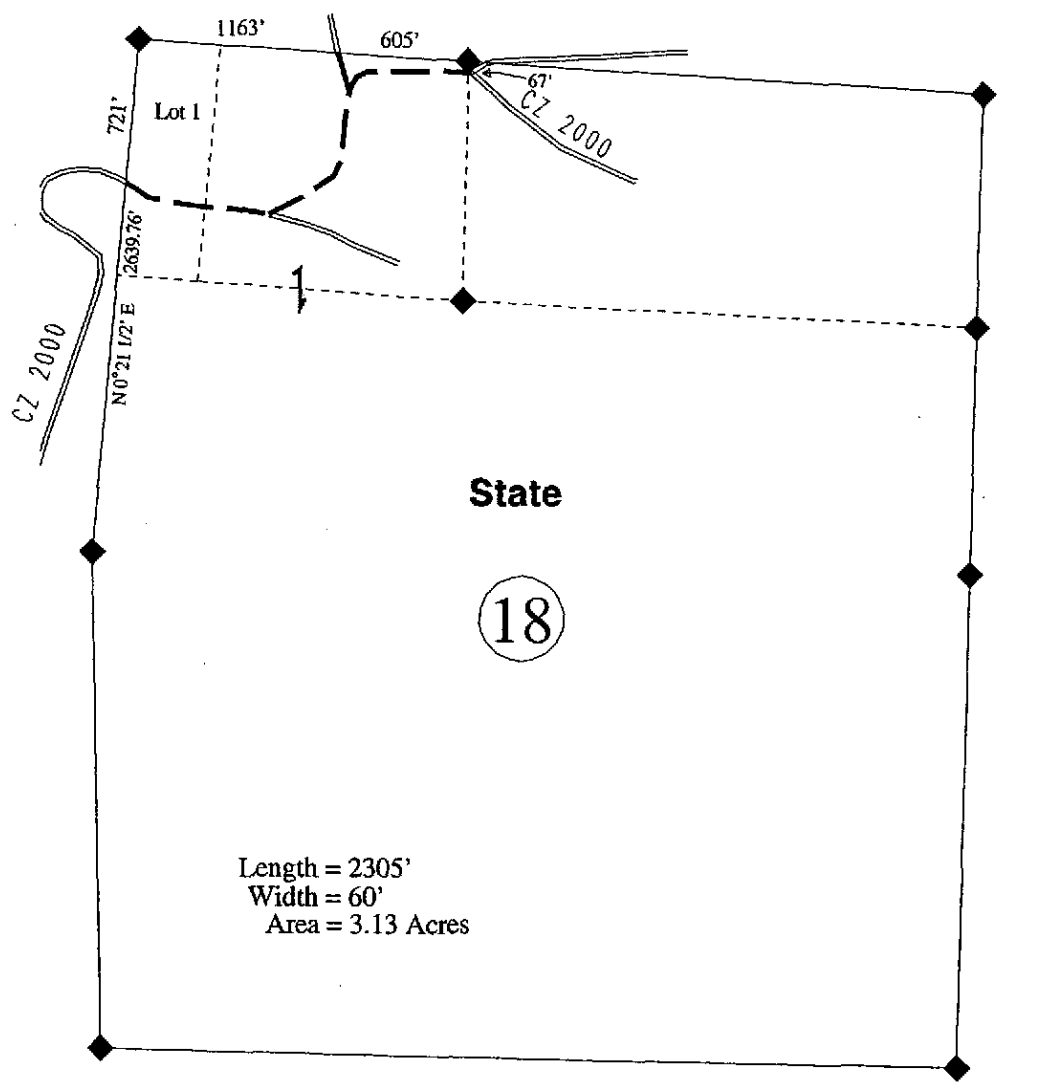
Crown Pacific

Grantee Name

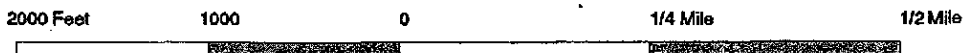
50-074368

D.N.R. Easement Number

Exhibit C -3
Section 18 T32N, R13W, W.M.
Clallam County, Washington



Length = 2305'
 Width = 60'
 Area = 3.13 Acres



Scale 1:12,000

NOTES

- 1.) The R/W shown is intended to be over and across all property as shown on this map.
- 2.) Corner ties, R/W length and section subdivision information from that right of way play on file with the Commissioner of Public Lands under application number 50-030107

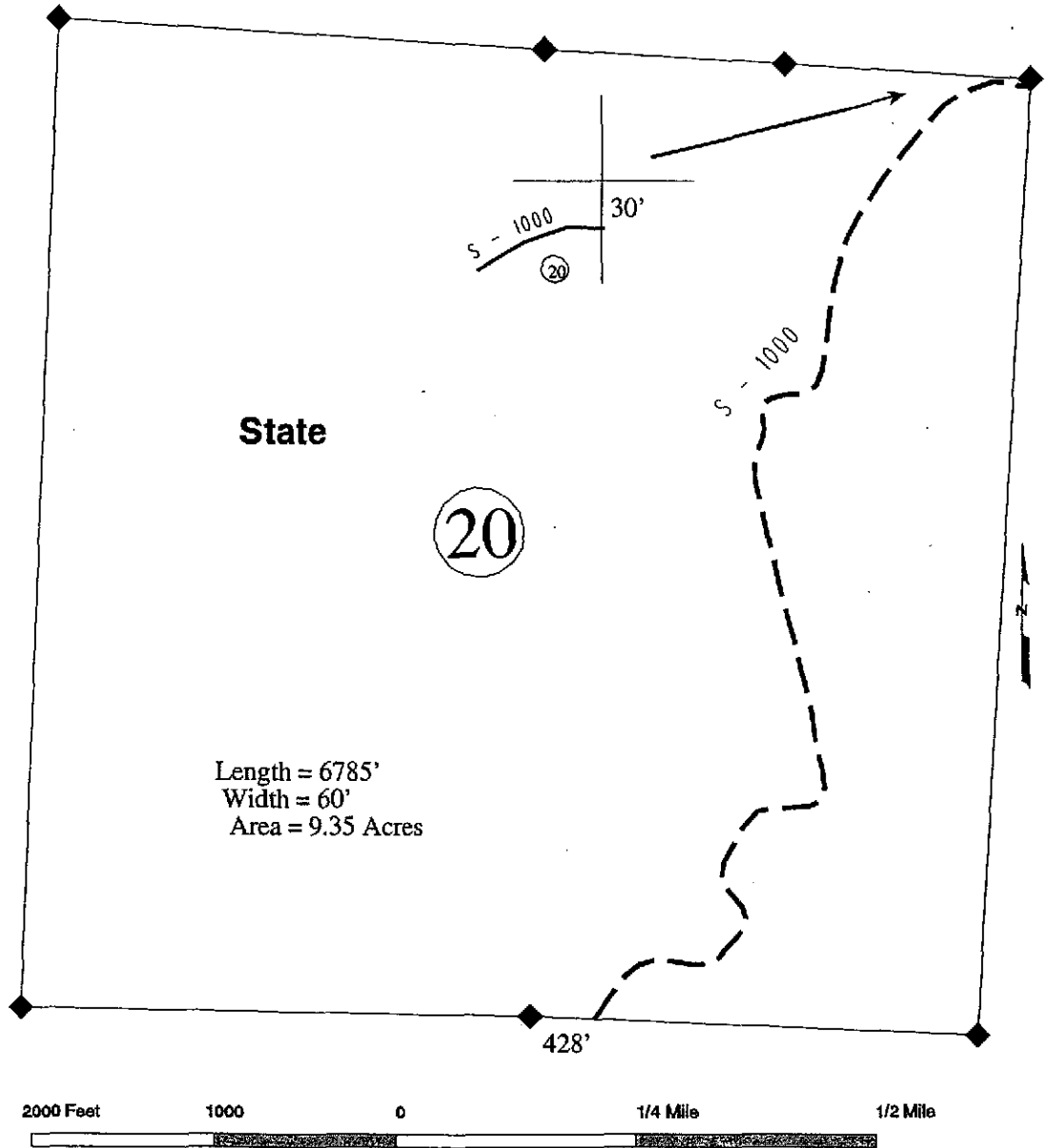
Prepared by: LWW
 Date: April 2003

LEGEND

- Existing Road
- State Grant to Crown Pacific

Crown Pacific
 Grantee Name
50-074368
 D.N.R. Easement Number

Exhibit C -4
Section 20 T32N, R13W, W.M.
Clallam County, Washington



- NOTES**
- 1.) The R/W shown is intended to be over and across all property as shown on this map.
 - 2.) Tie from centerline of S -1000 to NE section corner Section 20 measured by R. Larson / J. Tryall, 4-25 -03.
 - 3.) Tie to south 1/4 corner Section 20 measured by R. Larson, 4-22 -03.
 - 4.) Road location shown is from 2000 digital orthophoto.

Prepared by: LWW
 Date: May 2003

LEGEND

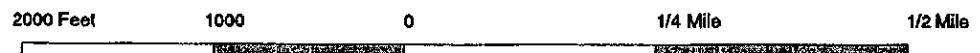
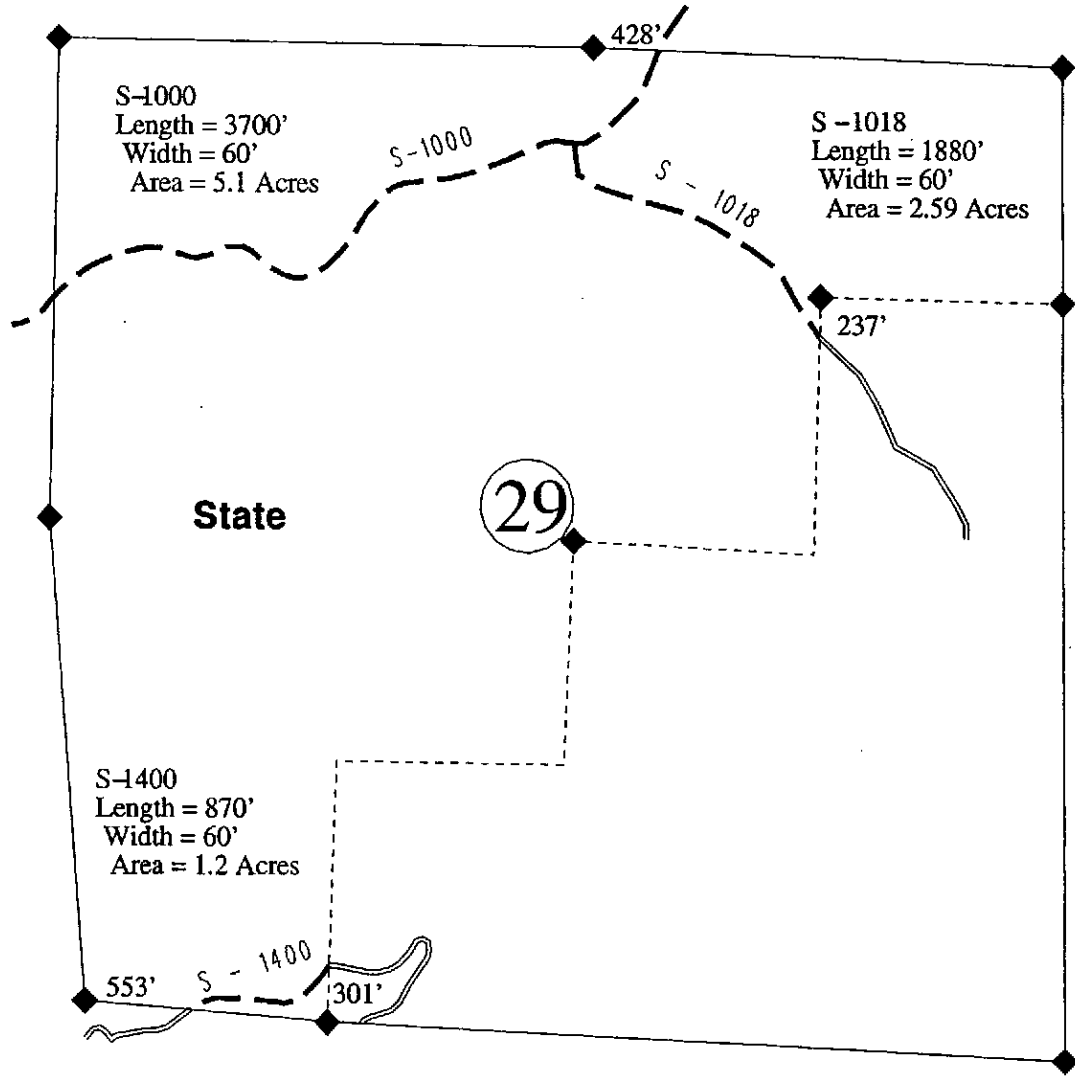
Existing Road

State Grant to Crown Pacific

Crown Pacific
 Grantee Name

50 -074368
 D.N.R. Easement Number

Exhibit C -5
Section 29, T32N, R13W, W.M.
Clallam County, Washington



Scale 1:12,000

NOTES

- 1.) The R/W shown is intended to be over and across all property as shown on this map.
 - 2.) Road location shown is from 2000 digital orthophotos.
 - 3.) Tie to N 1/4 Sec 29 measured by R. Larson 4-22-03.
 - 4.) Ties to W 1/16 between Sec 29 and Sec 32 and SW section corner calculated from traverse by R. Larson / J. Tryall 4-25-03.
 - 5.) Locations of W 1/16 between 29 & 32 and SW corner Sec 29 reflect field verified positions by R. Larson / J. Tryall 4-25-03. DNRGIS positions of PLS-PT & POCA do not conform to 4-25-03 observed & measured positions.
- Prepared by: LWW
 Date: May 2003

LEGEND

- Existing Road
- State Grant to Crown Pacific

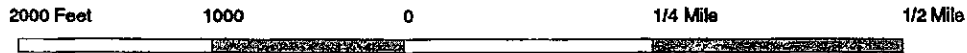
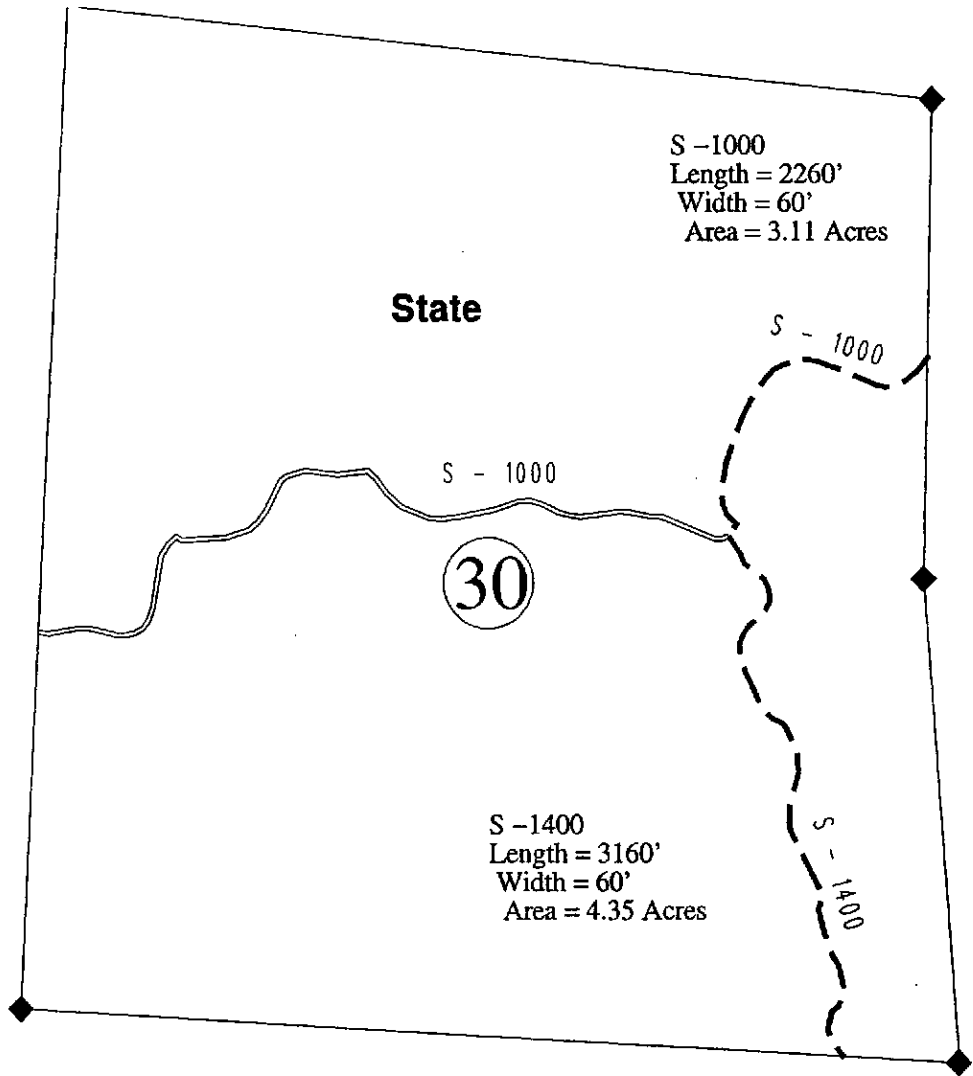
Crown Pacific

Grantee Name

50-074368

D.N.R. Easement Number

Exhibit C -6
Section 30, T32N, R13W, W.M.
Clallam County, Washington



Scale 1:12,000

NOTES

- 1.) The R/W shown is intended to be over and across all property as shown on this map.
- 2.) Road location shown is from 2000 digital orthophotos.
- 3.) Location SE corner reflects field verified position by R. Larson / J. Tryall 4 -25 -03. DNRGIS positions of PLS -PT and POCA do not conform to 4 -25 -03 observed and measured position of SE corner Sec 30.

Prepared by: LWW
 Date: May 2003

LEGEND

Existing Road
 State Grant to Crown Pacific

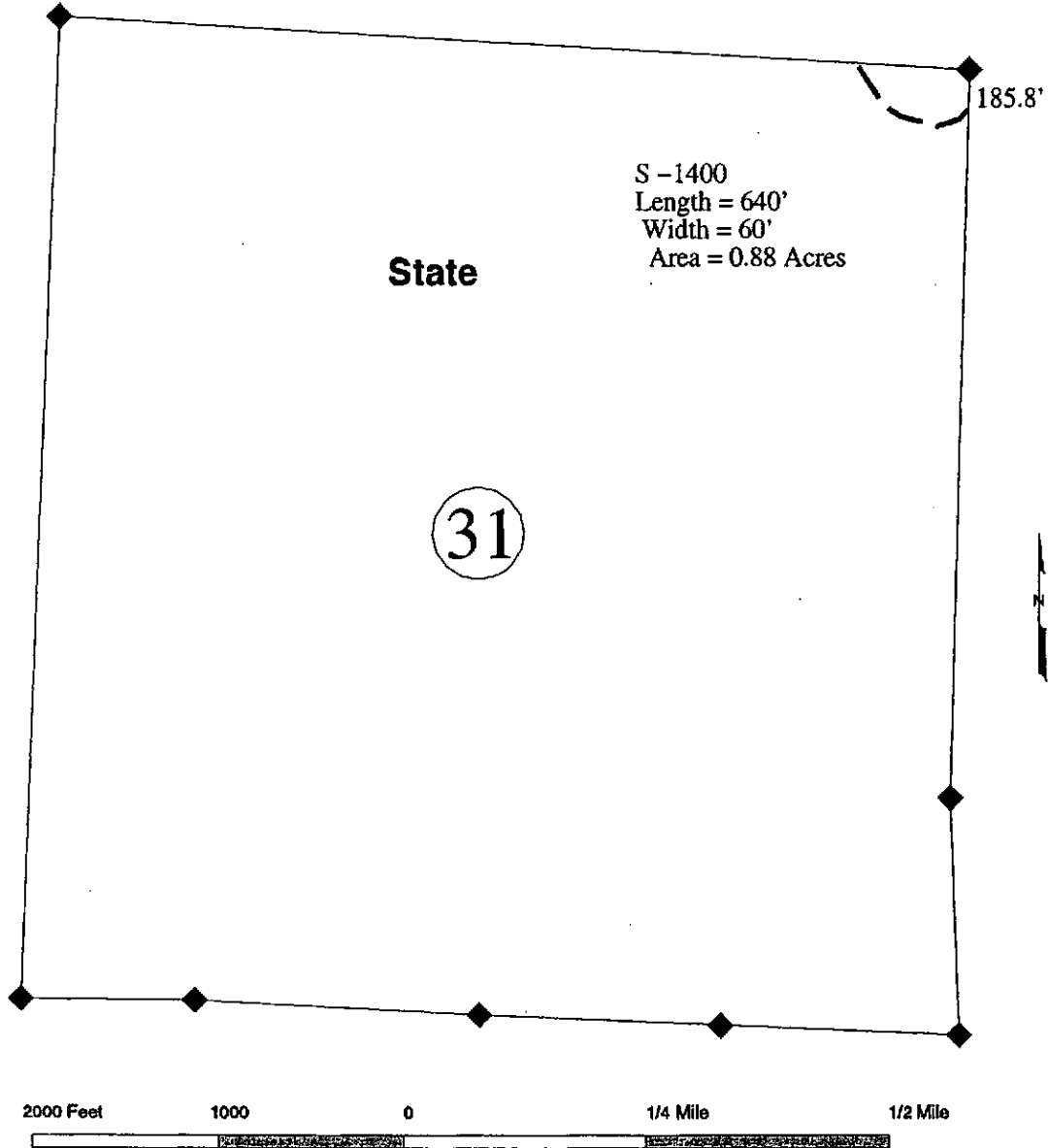
Crown Pacific

Grantee Name

50 -074368

D.N.R. Easement Number

Exhibit C -7
Section 31 T32N, R13W, W.M.
Clallam County, Washington



NOTES

- 1.) The R/W shown is intended to be over and across all property as shown on this map.
- 2.) Road location shown is from 2000 digital orthophoto.
- 3.) Tie to NE corner Sec 31 measured by R. Larson / J. Tryall 4-25-03.
- 4.) Location of NE corner Sec 31 reflects field verified position by R. Larson / J. Tryall 4-25-03. DNRGIS positions of PLS -PT & POCA do not conform to 4-25-03 observed and measured positions.

Prepared by: LWW
 Date: May 2003

LEGEND

Existing Road 
 State Grant to Crown Pacific 

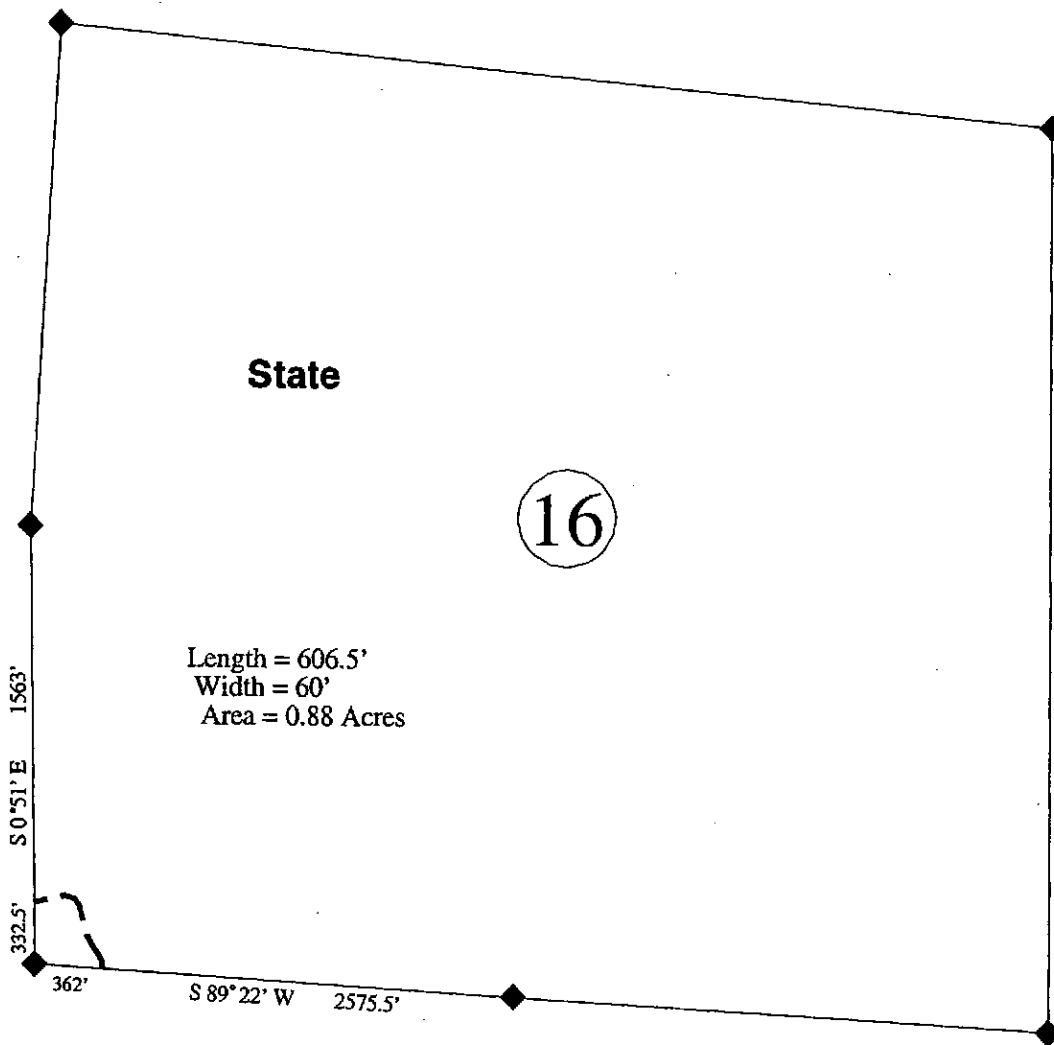
Crown Pacific

Grantee Name

50 -074368

D.N.R. Easement Number

Exhibit C - 8
Section 16 T31N, R13W, W.M.
Clallam County, Washington



Scale 1:12,000

NOTES

- 1.) The R/W shown is intended to be over and across all property as shown on this map.
- 2.) Road location, length, ties to SW section corner and section dimensions from the R/W plat by J.G. Scarlett on file with the Commissioner of Public Lands under application number 50-032086.

Prepared by: LWW
 Date: May 2003

LEGEND

- Existing Road 
- State Grant to Crown Pacific 

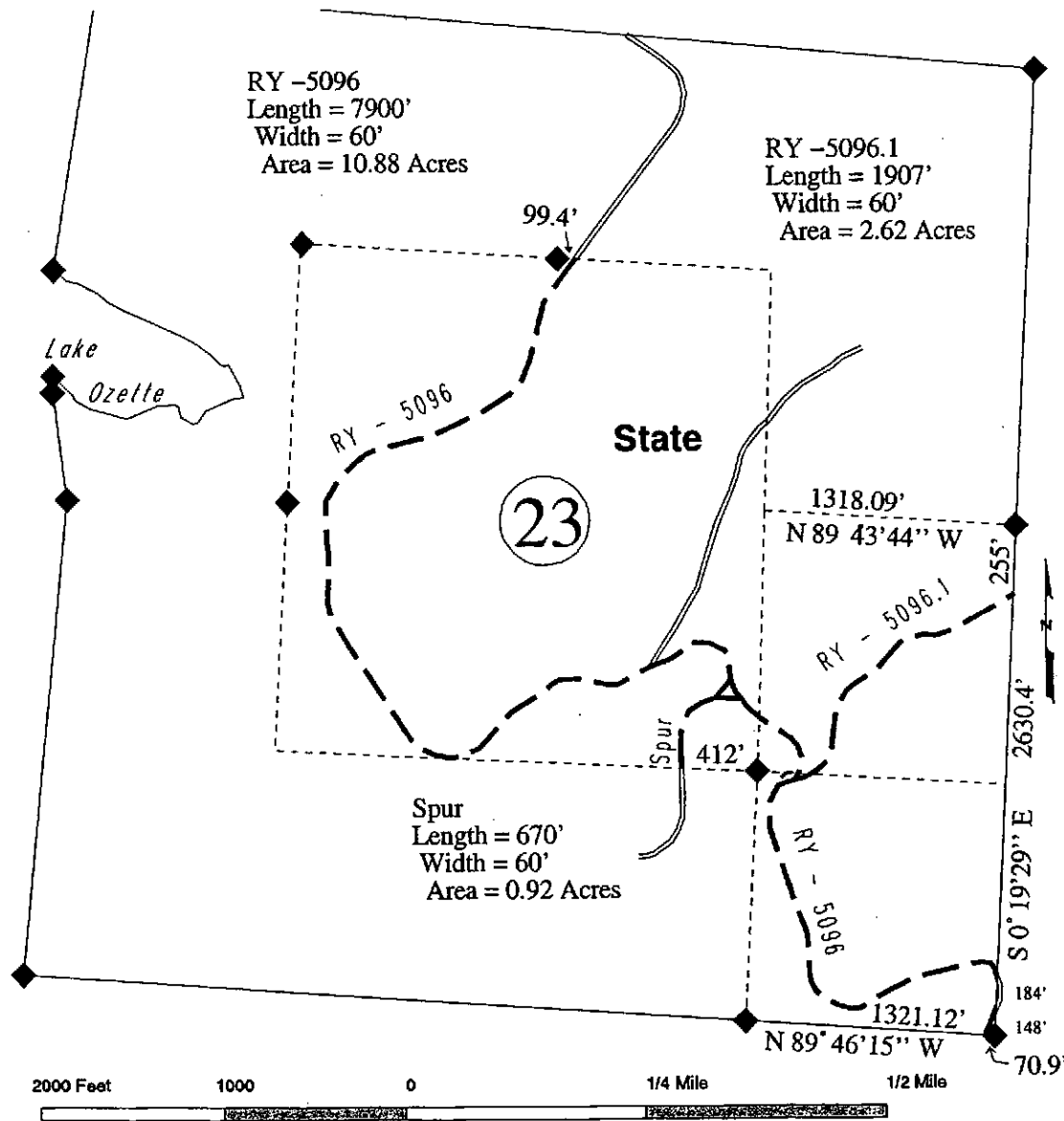
Crown Pacific

Grantee Name

50-074368

D.N.R. Easement Number

Exhibit C -10
Section 23 T30N, R15W, W.M.
Clallam County, Washington



NOTES

- 1.) The R/W shown is intended to be over and across all property as shown on this map.
- 2.) The road location is from 2000 digital orthophotos.
- 3.) Section and subdivision lines are from that R/W plat dated August 23, 1977 on file with the Commissioner of Public Lands under application number 50-040306.
- 4.) Tie on S line Sec 23 is from that R/W plat on file with the Commissioner of Public Lands under application number 55-000595.
- 5.) Tie to the E 1/4 corner Sec 23, length of RY-5096.1 and R/W acreage are from that R/W plat by Nick W. Nicholson on file with the Commissioner of Public Lands under application number 50-037905.
- 6.) Ties to CN 1/16th and SE 1/16th measured by R. Larson 5-8-03. Both corners Crown Zellerbach 3" diameter brass cap on 1" diameter pipe.

LEGEND

Existing Road

State Grant to Crown Pacific

Crown Pacific

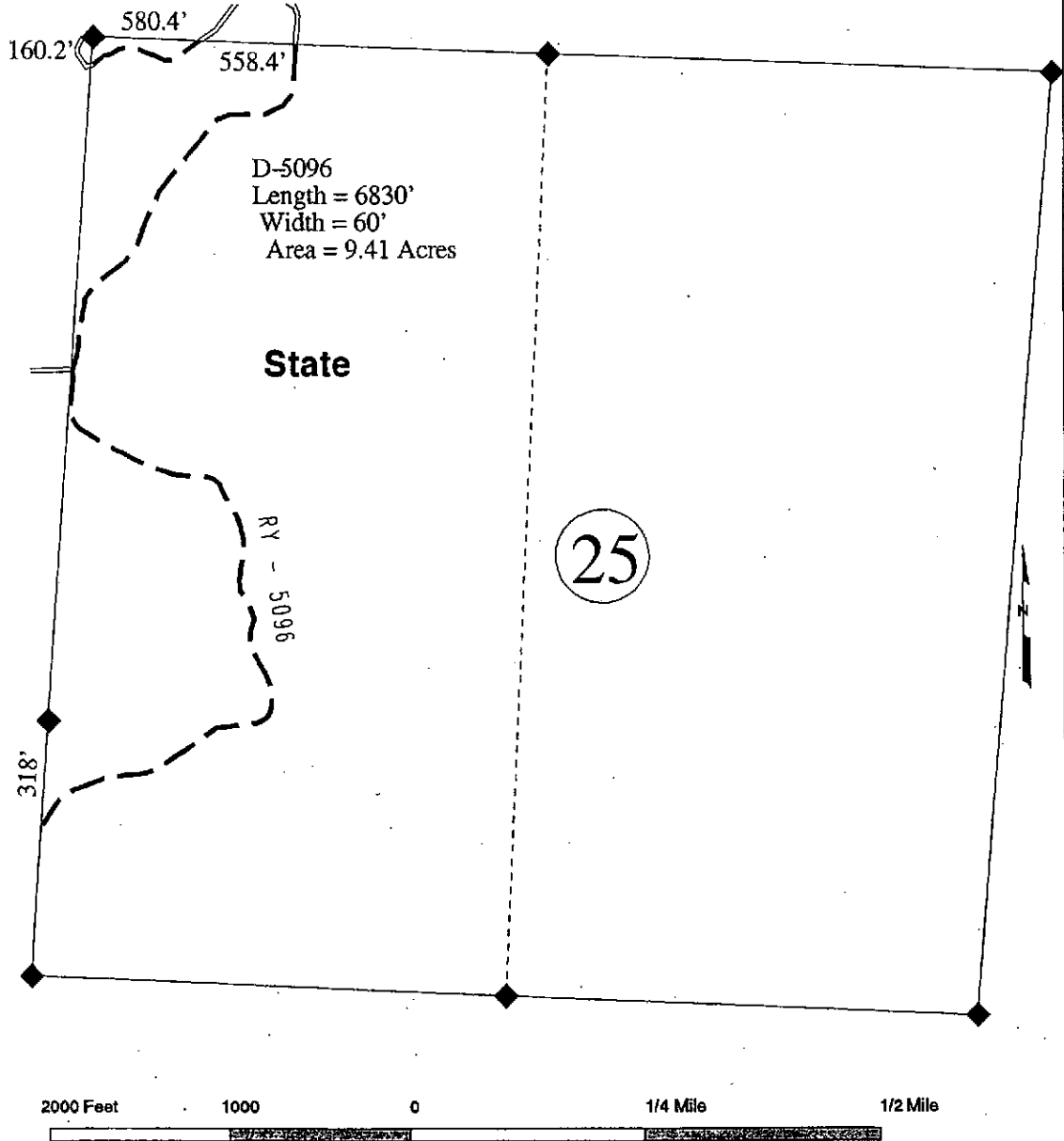
Grantee Name

50-074368

D.N.R. Easement Number

Prepared by: LWW
 Date: May 2003

Exhibit C - 11
Section 25 T30N, R15W, W.M.
Clallam County, Washington



NOTES

- 1.) The R/W shown is intended to be over and across all property as shown on this map.
- 2.) Road location shown is from 2000 digital orthophotos.
- 3.) Tie to S 1/16 between Sec 25 & 26 measured by R. Larson 5-2-03.
- 4.) South tie to NW corner Sec 25 is from that R/W plat on file with the Commissioner of Public Lands under application number 55-000595.
- 5.) East ties to NW corner Sec 25 are from that R/W plat dated 3-17-71 on file with the Commissioner of Public Lands under number N-19.

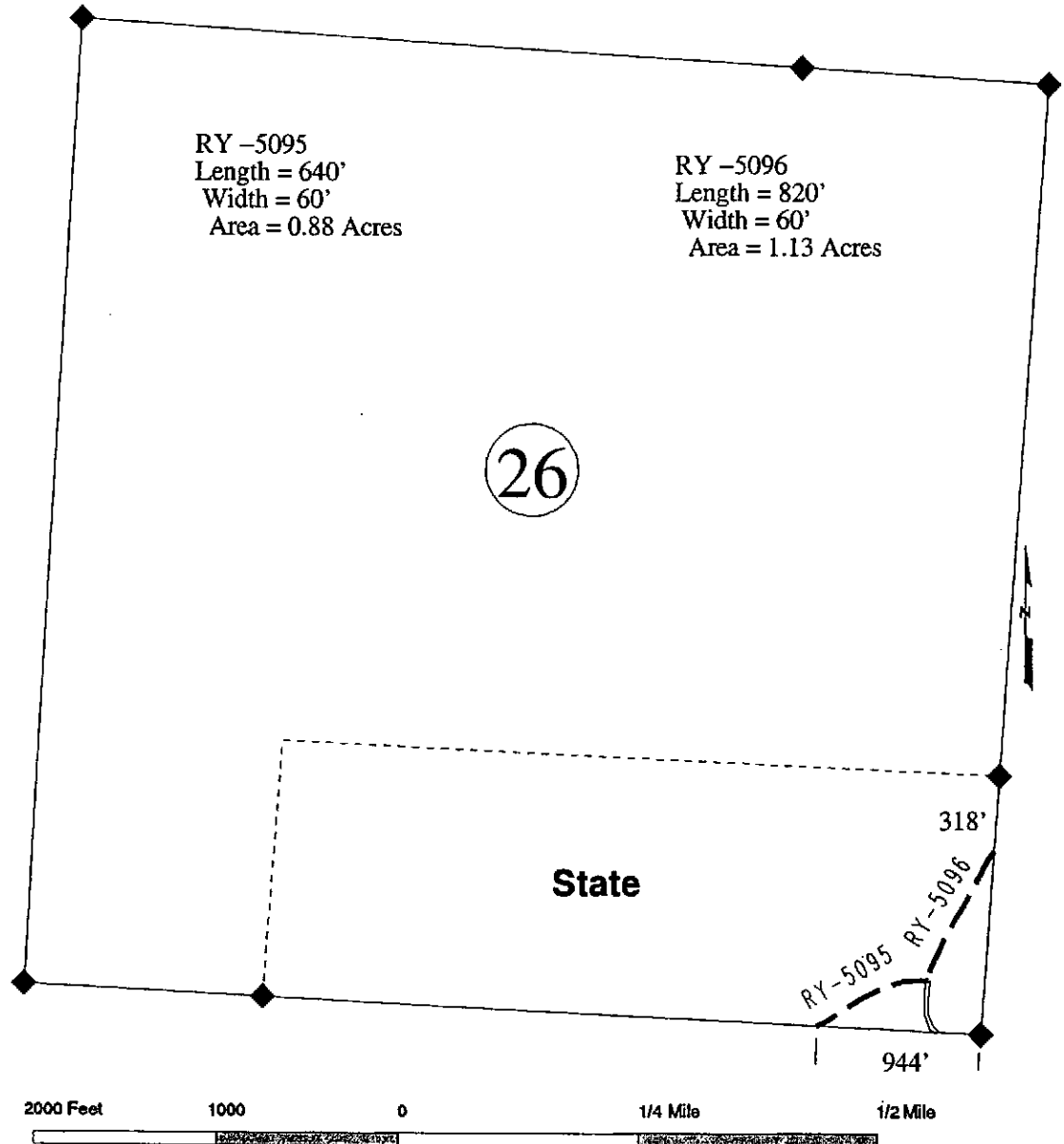
Prepared by: LWW
 Date: May 2003

LEGEND

- Existing Road 
 State Grant to Crown Pacific 

Crown Pacific
 Grantee Name
50-074368
 D.N.R. Easement Number

Exhibit C -12
Section 26 T30N, R15W, W.M.
Clallam County, Washington



RY -5095
 Length = 640'
 Width = 60'
 Area = 0.88 Acres

RY -5096
 Length = 820'
 Width = 60'
 Area = 1.13 Acres

26

State

2000 Feet 1000 0 1/4 Mile 1/2 Mile

Scale 1:12,000

NOTES

- 1.) The R/W shown is intended to be over and across all property as shown on this map.
- 2.) Tie to S 1/16 between Sec 26 & 25 measured by R. Larson 5-2-03.
- 3.) Tie to SE corner Sec 26 measured by R. Larson / J Tryall 5-5-03.

Prepared by: LWW
 Date: May 2003

LEGEND

Existing Road
 State Grant to Crown Pacific

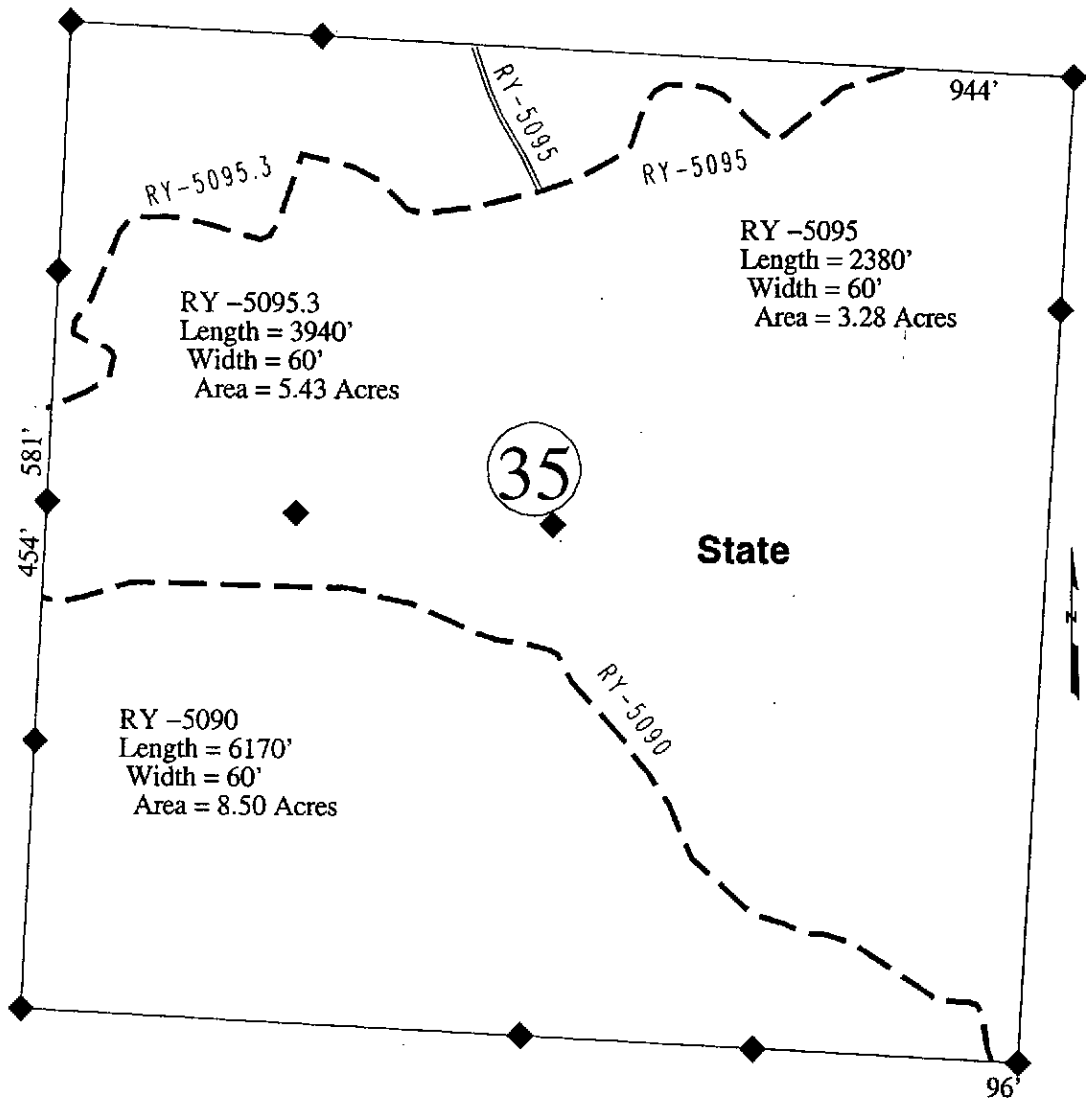
Crown Pacific

Grantee Name

50-074368

D.N.R. Easement Number

Exhibit C -13
Section 35 T30N, R15W, W.M.
Clallam County, Washington



Scale 1:12,000

NOTES

- 1.) The R/W shown is intended to be over and across all property as shown on this map.
- 2.) Road location shown is from 2000 digital orthophoto.
- 3.) Tie to SE corner Sec 35 measured by R. Larson 5-2-03.
- 4.) Tie to NE corner Sec 35 measured by R. Larson / J. Tryall 5-5-03.
- 5.) Ties to W 1/4 corner Sec 35 measured by R. Larson / J. Tryall 4-23-03.

Prepared by: LWW
 Date: May 2003

LEGEND

- Existing Road
- State Grant to Crown Pacific

Crown Pacific

Grantee Name

50-074368

D.N.R. Easement Number

EXHIBIT D-1
Benefited Parcels

Exchanger: Township 32 North, Range 13 West, W.M.

S1/2SE1/4, SE1/4SW1/4 and, Government Lot 4 Section 7
SE1/4SE1/4 Section 8
E1/2E1/2 Section 17
N1/2NE1/4 Section 18
W1/2, N1/2SE1/4, SW1/4SE1/4, W1/2NE1/4, SE1/4NE1/4 Section 21
N1/2NE1/4, NW1/4, N1/2SW1/4 Section 28
SE1/4NE1/4, SE1/4, SE1/4SW1/4 Section 29
N1/2NE1/4, NW1/4, NW1/4SW1/4 Section 32

Township 31 North, Range 13 West, W.M.

NE1/4NE1/4, SE1/4 Section 20
N1/2NW1/4 Section 21

Township 31 North, Range 15 West, W.M.

All Section 1
E1/2, NW1/4, W1/2SW1/4 Section 2
All Section 3
E1/2SE1/4 Section 4
NE1/4 Section 9
E1/2, S1/2SW1/4 Section 10
E1/2E1/2, SW1/4, W1/2NW1/4 Section 11
All Section 12
All Section 13
All Section 14
N1/2, SE1/4, W1/2/SW1/4, N1/2NE1/4SW1/4 Section 15
E1/2SE1/4, W1/2 NE1/4 Section 22
NE1/4, S1/2SE1/4, NE1/4SE1/4, N1/2SW1/4, NE1/4NW1/4 Section 23
N1/2, N1/2SW1/4, SW1/4SW1/4 Section 24
NE1/4, N1/2SW1/4, SE1/4NW1/4 Section 25
SE1/4SW1/4, N1/2NE1/4 Section 26
NW1/4NE1/4, SE1/4NW1/4, SE1/4SW1/4 Section 35

Township 30 North, Range 15 West, W.M.

SW1/4, SW1/4NW1/4, NW1/4SE1/4 Section 24
NE1/4, N1/2SE1/4 Section 26
NE1/4SE1/4 S1/2NE1/4 Section 34

EXHIBIT D-2
Benefited Parcels

State: Township 30 North, Range 11 West, W.M.

Government Lots 4, 5, 6, and, 7, E1/2SE1/4, SW1/4SE1/4, E1/2SW1/4 Section 6
Government Lots 1, 2, 3, and, 4, E1/2NW1/4, NE1/4, E1/2SE1/4, E1/2SW1/4 Section 7
Government Lot 1 Section 18

Township 30 North, Range 12 West, W.M.

E1/2, NW1/4, E1/2 SW1/4, NW1/4SE1/4 Section 1
NE1/4, NE1/4SE1/4 Section 11
N1/2, NE1/4SE1/4 Section 12

Township 31 North, Range 12 West, W.M.

S1/2S1/2 Section 7
SW1/4 Section 8
N1/2, NE1/4 SE1/4 Section 18
W1/2, SW1/4SE1/4 Section 19
All Section 36

Township 31 North, Range 13 West, W.M.

S1/2SE1/4 Section 12
NE1/4, N1/2SE1/4 Section 13

EXHIBIT E
Site Specific HCP Requirements

1. The Exchanger shall immediately notify the State of new locations of permit species covered in the Incidental Take permit (ITP) that are discovered within the easement area covered by the Habitat Conservation Plan (HCP), including, but not limited to: locations of occupied murrelet habitat; spotted owl nest sites; wolves; grizzly bears; nests, communal roosts, or feeding concentrations of bald eagles; peregrine falcon nests; Columbian white-tailed deer; Aleutian Canada geese; and Oregon silverspot butterflies. In all circumstances notification must occur within a 24 hour time period.

2. Upon locating any live, dead, injured, or sick specimens of any listed species covered by the ITP within the easement area the Exchanger shall immediately notify the State. In all circumstances notification must occur within a 24 hour time period. The Exchanger shall notify the State if there is any doubt as to the identification of a discovered permit species. Exchangers may be required to take certain actions to help the State safeguard the well-being of any live, injured or sick specimens of any listed species discovered, until the proper disposition of such specimens can be determined by the State.

3. Any Forest Practices Permit submitted for activities on the Premises must identify that the Premises are covered by the State of Washington, Department of Natural Resources Habitat Conservation Plan and part of the Incidental Take Permit No. PRT-812521, as supplemented by Permit #1168.