



TIMBER NOTICE OF SALE

SALE NAME: PISTOL PETE SORTS

AGREEMENT NO: 30-106408 - 30-106419

AUCTION: July 24, 2024 starting at 10:00 a.m.

COUNTY: Clallam

Olympic Region Office, Forks, WA

SALE LOCATION: Sale located approximately 8 miles southeast of Port Angeles, WA

**PRODUCTS SOLD
AND SALE AREA:**

Contractor shall harvest and deliver, all timber except trees painted with blue paint or bounded out by yellow "Leave Tree Area" tags, bounded by the following: Timber Sale Boundary tags and timber type change in Units 1; Timber Sale Boundary tags and red painted take trees in Unit 2; Timber Sale Boundary tags, timber type change and the PA-F-3100 road in Unit 3; Timber Sale Boundary tags, timber type change and the PA-F-3210 road in Unit 4; Timber Sale Boundary tags, red painted take trees, and a flag line in Unit 5; Timber Sale Boundary tags, Special Management Area Boundary tags and timber type change in Unit 6; Timber Sale Boundary tags, red painted take trees and timber type change in Unit 8; Timber Sale Boundary tags, and Transfer Station Road_213 in Unit 9; Timber Sale Boundary tags, timber type change, Transfer Station road and Blue Mountain road in Unit 11; Timber Sale Boundary tags, red painted take trees, timber type change and Blue Mountain road in Unit 12.

All timber marked with red paint, bounded by the following: Timber Sale Boundary Tags, Special Management Unit Boundary tags, and a timber type change in Unit 7.

All timber bounded by Right-of-Way Boundary tags on the PA-F-3120, PA-F-3125.1 and Blue Emery Spur 1 roads meeting the specifications described below; on parts of Section 1 in Township 29 North, Range 5 West, Section 31 in Township 30 North, Range 4 West, Sections 23, 24, and 36 all in Township 30 North, Range 5 West W.M., containing 150 acres, more or less.

MINIMUM BID AND ESTIMATED LOG VOLUMES:

Agreement #	Sort #	Species and Sort Specifications	Average Log Length	Estimated Volume		Tons Per MBF	Minimum Bid Delivered Prices		Total Appraised Value	Bid Deposit
				Mbf	Tons		\$/mbf	\$/Ton		
106408	01	DF High Quality B Sort 12" to 19" dib	28	643	3086	4.8	\$700.00		\$450,100.00	\$45,010.00
106409	02	DF Sawlog 5" to 11" dib	28	1396	10051	7.2	\$550.00		\$767,800.00	\$76,780.00
106410	03	DF Sawlog 12" to 19" dib	28	349	1954	5.6	\$575.00		\$200,675.00	\$20,067.50
106411	04	DF Sawlog 20" + dib	26	72	353	4.9	\$550.00		\$39,600.00	\$5,000.00



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106412	05	RC Camprun 5" + dib	26	148	903	6.1	\$1,350.00		\$199,800.00	\$19,980.00
106413	06	Whitewood Sawlog 5" to 11" dib	28	257	1825	7.1	\$475.00		\$122,075.00	\$12,207.50
106414	07	Whitewood Sawlog 12"+ dib	26	46	258	5.6	\$475.00		\$21,850.00	\$5,000.00
106415	08	Red Alder SL 6" + dib	26	199	1393	7	\$450.00		\$89,550.00	\$8,955.00
106416	09	Conifer Pulp 2" + dib	N/A	4	36	9		\$25.00	\$900.00	\$900.00
106417	10	Hardwood Pulp 2"+ dib	N/A	97	873	9		\$25.00	\$21,825.00	\$5,000.00
106418	11	DF Poles 35'+	N/A	393	2279	5.8	\$850.00		\$334,050.00	\$33,405.00
106419	12	Red cedar Poles 35'+	N/A	35	210	6	\$1,350.00		\$47,250.00	\$5,000.00

Totals: **3639 23221** **\$2,295,475.00**

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

BID METHOD: Sealed Bids **UNIT OF MEASURE:** MBF Scale/Tonnage Scale

EXPIRATION DATE: March 14, 2025 **ALLOCATION:** Export Restricted

PAYMENT SECURITY: To be determined by the State as described in Clause P-045.2 of the Purchaser's Contract.

BIDDING PROCEDURES: A separate sealed bid and envelope must be submitted for each log sort. Prospective Purchasers may bid on any or all log sorts. On the day of sale the Purchaser must bring their bid deposit up to 10% of their total bid price. Complete bidding procedures and auction information may be obtained from the Olympic Region Office in Forks WA. Phone number (360)374-2800.

TIMBER EXCISE TAX: Purchaser must pay the forest excise taxes associated with the log sorts delivered to them. The tax rate for this sale is 4.2 %. Taxable Stumpage = Total Delivered Value – (Harvest Cost + Estimated Haul Cost + ARRF). For more information contact the Department of Revenue, Forest Tax Section at 1-800-548-8829.

Use the following rates for estimating taxable stumpage:

Harvest Cost = \$0.00 per MBF for sorts 01, 02, 03, 04, 05, 06, 07, 08, 11 and 12 and \$0.00 per Ton for sorts 09 and 10.

Hauling Services Payment Rate per Ton
= (Base Rate + Mileage Rate) x (Contractor's hauling bid factor)



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Base Rate = \$2.35 per ton

Mileage Rate = $(\$0.16 \times C \text{ miles}) + (\$0.11 \times A \text{ miles}) \times \text{Fuel Index Factor}$

ARRF = \$0.00 per MBF for sorts 09 and 10 and \$26.00 per MBF for sorts 01, 02, 03, 04, 05, 06, 07, 08, 11 and 12.

Note: To calculate ARRF rates per ton use the tons\mbf conversion factor in the table above.

Long-haul surcharge: An additional haul payment of \$25/mbf net scale for mbf scale sorts or \$4.60/ton for tonnage sorts will be added for delivery destinations in excess of 250 total one-way miles (A miles plus C miles).

CONFIRMATION: Each sort is subject to confirmation following auction. Sorts will not be confirmed until at least 10 days after auction. Final contract award is contingent upon the State's haul cost analysis. Actual haul route may vary and is subject to change at the State's discretion.

SPECIAL REMARKS: The successful Purchaser(s) will be required to purchase logs from the sale area upon delivery to their location specified in the bid submitted. Logs will be delivered to the Purchaser's delivery location by the State's contract harvester. Purchaser is responsible for weighing and scaling costs. All tonnage loads will be weighed and all mbf loads will be scaled at State approved locations. The State reserves the right to determine where logs are authorized to be scaled and weighed.

There are locked gates on the PA-F-3100, PA-F-3200 and the Transfer Station Road - contact the Olympic Region Dispatch Center at (360) 374-2811 to obtain a AA-1 key.

Road Building operations on the PA-F-3080, PA-F-3081 and the 2+05 Spur must be completed between the dates of 9/3/2024 and 9/30/2024.

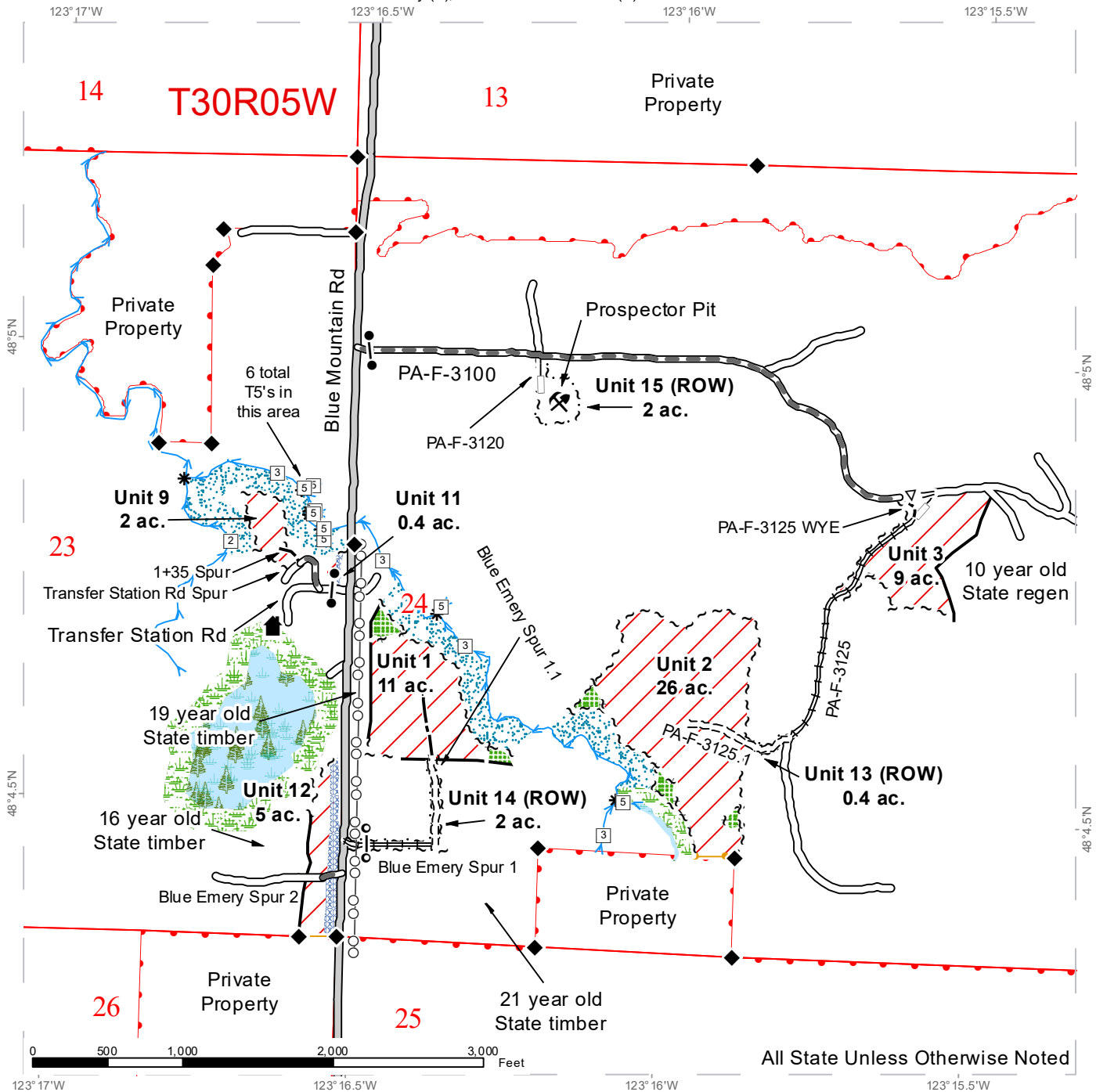
Units 5,6,7, 8 and 10 must be harvested before any subsequent timber on the sale area.

For more information regarding this log sort sale visit our web site: <http://www.dnr.wa.gov/programs-and-services/product-sales-and-leasing/timber-sales/timber-auction-packets>. If you have questions call Jeremy Brown at the Olympic Region Office at (360)391-5976 or Steve Teitzel at the Product Sales and Leasing Division Office in Olympia at (360)902-1741.

TIMBER SALE MAP

SALE NAME: PISTOL PETE SORTS
AGREEMENT #: 30-104814
TOWNSHIP(S): T29R5W, T30R4W, T30R5W
TRUST(S): Common School and Indemnity (3), State Forest Transfer (1)

REGION: Olympic Region
COUNTY(S): Clallam
ELEVATION RGE: 440'-1080'



All State Unless Otherwise Noted

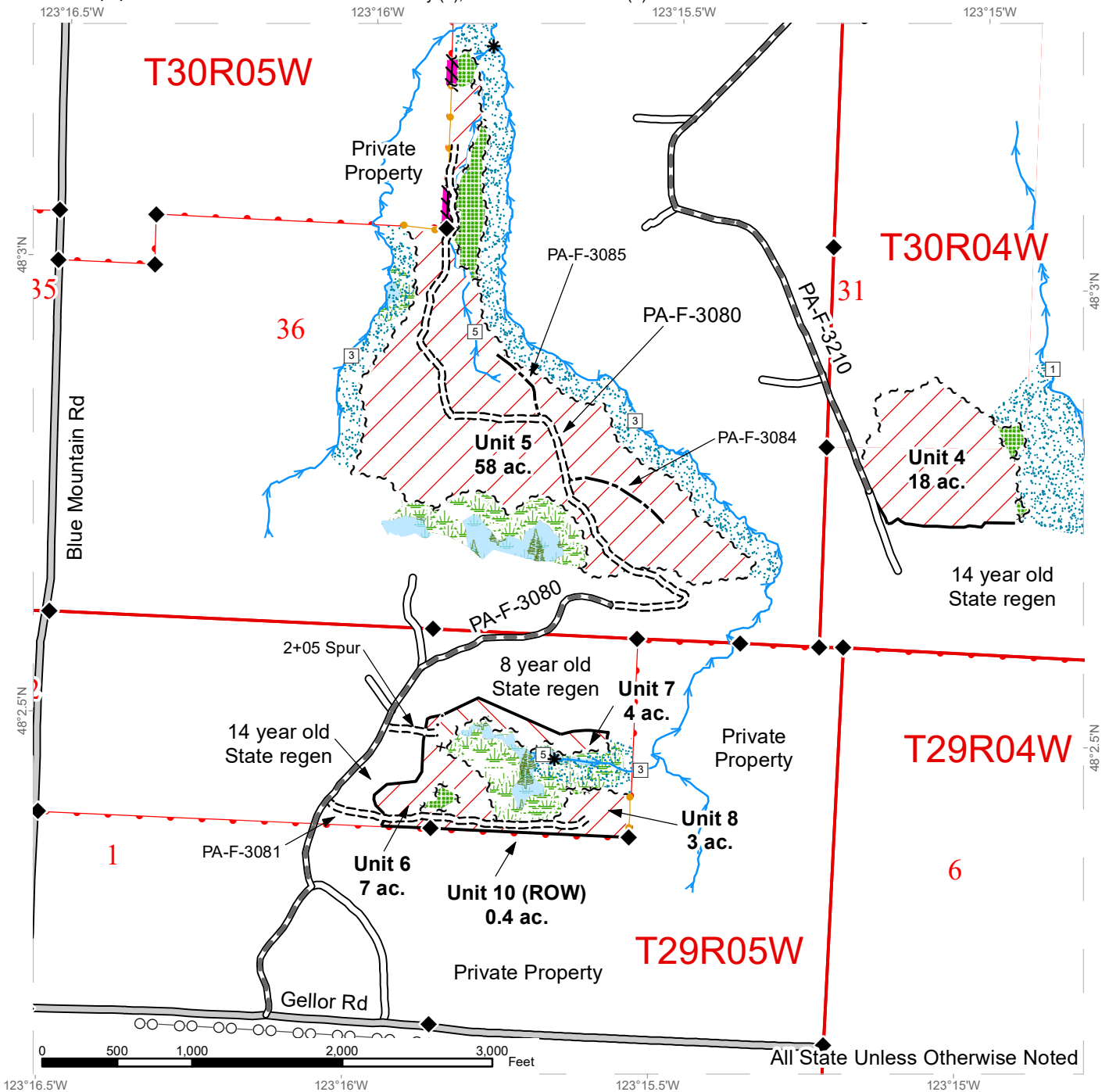
Variable Retention Harvest	Streams	Sale Boundary Tags	County Road
Variable Density Thinning	Stream Type	Special Mgmt Area	Existing Roads
DNR Managed Lands	Stream Type Break	Leave Tree Tags	Required Pre-Haul Maintenance
Riparian Management Zone	Survey Monument	Right of Way Tags	Required Reconstruction
Forested Wetland	Gate (AA1)	Take / Removal Trees	Optional Pre-Haul Maintenance
Wetland Management Zone	Gate Installation	Property Line	Optional Construction
Leave Tree Area	Rock Pit	Flag Line	Optional Reconstruction
Hazard Abatement Area	Structure	Timber Type Change	
Power Lines			



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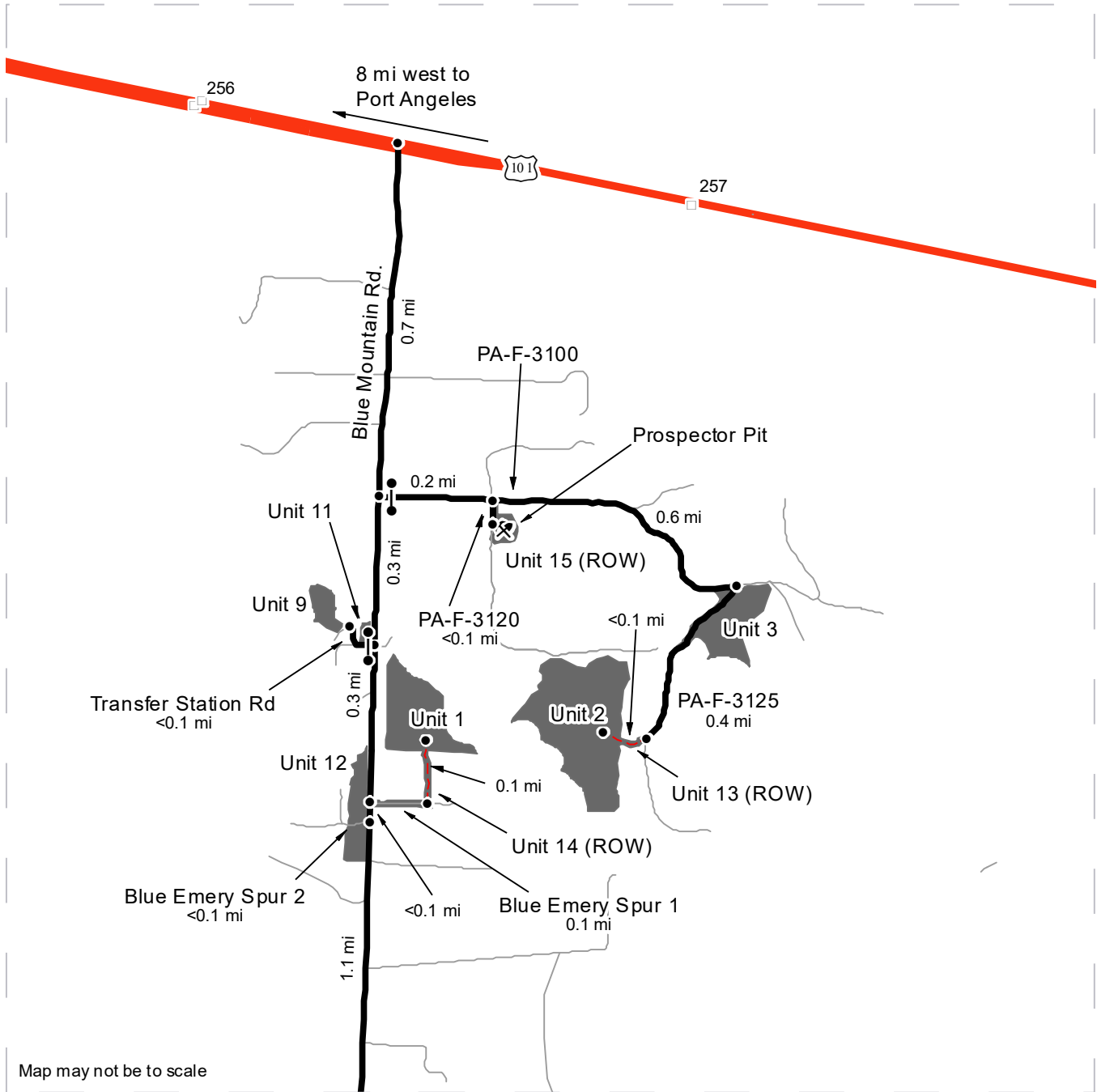




DRIVING MAP

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- Timber Sale Unit
- Highway
- Haul Route
- Other Road
- View Only Route
- Milepost Markers
- Distance Indicator
- Gate (AA1)
- Rock Pit

DRIVING DIRECTIONS

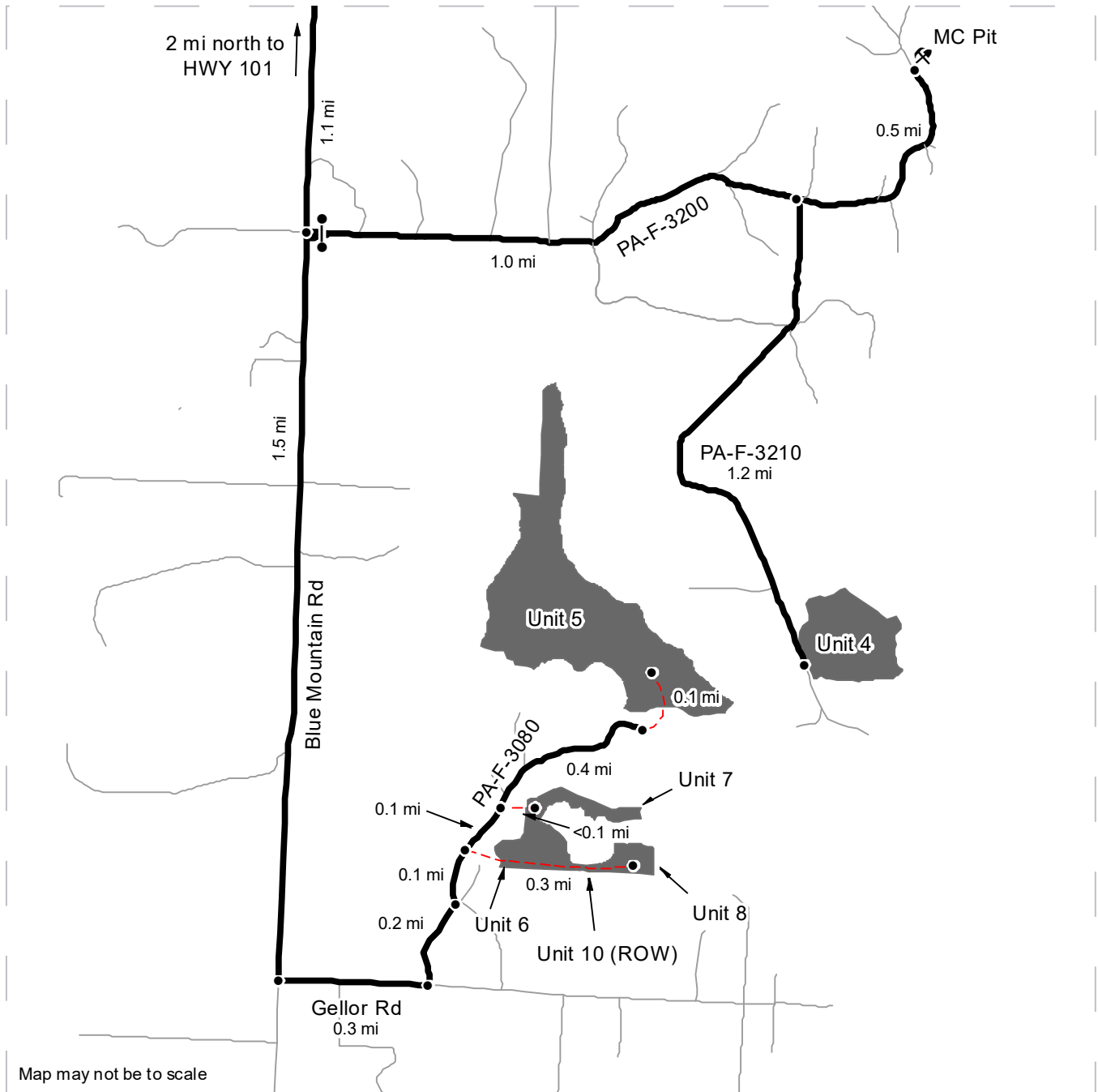
See attached directions.



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Map may not be to scale

<ul style="list-style-type: none"> Timber Sale Unit Highway Haul Route Other Road View Only Route Milepost Markers Distance Indicator Gate (AA1) Rock Pit 	<p>DRIVING DIRECTIONS</p> <p>See attached directions.</p>
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DRIVING DIRECTIONS

From Hwy 101, turn south onto Blue Mountain Rd and travel for 0.7 mi.

Units 2, 3, 13 (ROW) & 15 (ROW)/Prospector Pit: Turn east onto PA-F-3100, proceed through the gate and drive for 0.2 mi, then turn south onto PA-F-3120 to reach Unit 15 (ROW) and Prospector Pit. Unit 3 is 0.6 mi further down PA-F-3100. From Unit 3, turn south onto PA-F-3125 and proceed 0.4 mi to arrive at Unit 13 (ROW). Walk west through Unit 13 (ROW) for less than a mile to reach Unit 2.

Units 9 & 11: From PA-F-3100, proceed 0.3 mi south onto Blue Mountain Rd and turn west onto Transfer Station Rd. Proceed through the gate and take the right fork. Unit 9 will be to the north and Unit 11 to the east.

Units 1,12 & 14 (ROW): From Transfer Station Rd, drive south on Blue Mountain Rd for 0.3 mi. Unit 14 (ROW) will be immediately to the east. To reach Unit 1, walk east on Blue Emery Spur 1 then north through Unit 14 (ROW) for approximately 1 mile each. Unit 12 is less than 0.1 mi further south down Blue Mountain Rd from Unit 14 (ROW) to the west off of Blue Emery Spur 2.

Unit 4 & MC Pit: From Blue Emery Spur 2, continue south on Blue Mountain Rd for 1.1 mi and turn east onto PA-F-3200. Proceed through the gate and drive for 1 mi. Continue east on PA-F-3200 at the spur for another 0.5 mi to reach MC Pit. Back at the spur with PA-F-3200, veer south onto PA-F-3210 and drive for 1.2 mi to reach Unit 4.

Units 5, 6, 7, 8 & 10 (ROW): From the PA-F-3200, drive south on Blue Mountain Rd for 1.5 mi and turn east onto Gellor Rd. Drive for 0.3 mi and turn north onto PA-F-3080. Drive for 0.2 mi before veering left at the next intersection. Approximately 0.1 mi further north on PA-F-3080, Units 6, 8, and 10 (ROW) can be accessed by walking 0.3 mi to the east. Drive another 0.1 mi further north on PA-F-3080 then again walk east 0.1 mi to reach Unit 7. Back on the PA-F-3080, drive 0.4 mi further north then walk 0.1 mi north to reach Unit 5.

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

LOG SALE AND PURCHASE CONTRACT

AGREEMENT NO. 30-0106408

SALE NAME: PISTOL PETE SORT 01

**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-001.2 Definitions

The following definitions apply throughout this contract;

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

Contractor: State-selected harvester responsible to perform all duties as required by the Harvesting Services Contract, including but not limited to timber harvesting, road construction, debris removal and piling, hauling and delivery of forest products for weighing and/or scaling, to the Purchasers of the timber sales Sorts.

Delivery: Occurs when logs or forest products meeting the sorting specifications arrive at the Purchasers destination, as described in the contract.

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

Harvesting: A general term, referring to the Contractor's various obligations under the Harvesting Services Contract.

Harvesting Services Contract: Contract between the Contractor and the State, which sets forth the procedures and obligations of the Contractor for completing the harvesting of timber, and the delivery of various log sorts to the State’s purchasers, and the payment obligations of the State, The Harvesting Services Contract will include a Road Plan for any road construction or reconstruction, where applicable.

Log Sale and Purchase Contract: Purchase Agreement between the State and Purchaser(s) of particular log sorts from the timber sale.

Purchaser: The company or individual that has entered into a Log Sale Contract with the State for individual log sorts from the timber sale area. The Contractor must deliver the designated log sorts to this company or individual. Contractor will likely be delivering different log sorts to different purchasers under the Harvesting Services Contract.

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.

G-010.2 Products Sold and Sale Area

Purchaser was the successful bidder on July 24, 2024 and sale was confirmed on _____. The State, as owner, agrees to sell and deliver to the Purchaser logs meeting the log sort specifications as described in the G-022.2 clause. Logs will be delivered from the PISTOL PETE SORTS Timber Sale described as parts of Section 1 in Township 29 North, Range 5 West, Section 31 in Township 30 North, Range 4 West, Sections 23, 24, and 36 all in Township 30 North, Range 5 West W.M., in Clallam County.

G-022.2 Sorting Specifications

Purchaser shall accept and pay for delivery of log sorts by a state selected contractor to the designated Purchaser location that meets the following specifications:

Agreement No.	Sort #	Description	Destination
106408	1	DF High Quality B Sort 12" to 19" dib	

HQ: Surface characteristics for high quality (HQ) log sorts will have sound tight knots not to exceed 1.5 inches in diameter, may include logs with not more than two larger knots up to 2.5 inches in diameter. Logs will have a growth ring count of 6 or more rings per inch in the outer third of the top end of the log.

G-024.2 Manufacturing Standards

All forest products except poles, produced and sold under this contract will be manufactured to maximize the amount of logs meeting preferred log lengths and to achieve the average log length listed.

Agreement No.	Sort #	Scaling Rule
106408	01	WS

Average Log Length	Preferred Log Lengths
28	

"WS" indicates that west side scaling rules apply. Minimum trim is 8 inches per scaling segment for west side scaling rules. "ES" indicates that east side scaling rules apply. Minimum trim is 4 inches per scaling segment for east side scaling rules.

Poles produced under this contract will be manufactured to ANSI specifications (American National Standard Specifications and Dimensions for Wood Poles), in force at the time of signing this contract.

- a. Sweep will be limited to within the bole of the log as measured using a tape stretched between the centers of each end of the log.
- b. Logs approved by the state for peelers shall be chuckable with no more than a 2 inch diameter area of rot within a 5 inch diameter circle located at the center of either end of the log.
- c. Limbs and knots shall be cut flush, with no more than 15 percent of a log having limbs or knots over 2 inches in diameter extending more than 2 inches above the surface of the log.

G-026.2 Log Delivery Destination

Purchaser shall accept logs delivered to the destination as described in the G-022.2 clause. Purchaser may make a written request to the State for a change in log delivery destination or scaling or weighing location. If agreeable and in the best interest of the State, the State may approve the Purchaser's request. Written approval must be granted by the State prior to log delivery to a new destination or use of a new scaling or weighing facility.

Increased haul distance shall result in an increase in the P-028.2 log delivery payment rate in an amount to be calculated by the State. In no circumstance shall the payment rate for delivered logs be reduced as a result of a state approved delivery destination or scaling or weighing facility change.

Purchaser may refuse loads delivered to the wrong destination.

G-027.2 Log Delivery Schedule and Conditions

- a. Delivery hours - Purchaser agrees to accept logs from the Contractor at the Purchaser's delivery location during Purchaser's working hours or at least between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except legal holidays unless otherwise agreed upon by the State.
- b. Improperly loaded trucks - It is understood and agreed that the Purchaser incurs no obligation to accept improperly or illegally loaded trucks in its facility. Any truck so loaded may be directed to vacate the yard and shall remain the responsibility of the harvesting contractor. The Purchaser shall notify the State within 24 hours of any load (s) rejected and specify the reasons why.
- c. Log Delivery Interruptions - Purchaser may schedule times in which delivery of logs will not be accepted. The Purchaser shall notify the Contract Administrator at least five (5) working days before the scheduled interruption or closure occurs. The duration of the log delivery interruption shall not exceed seven (7) consecutive working days or a total of ten (10) working days over the duration of the contract term. If Purchaser's scheduled delivery interruption exceeds contract requirements and causes the State harm, Purchaser will be in breach of contract and subject to liquidated damages as per the D-026.2 and D-027.2 clauses, unless Purchaser and the State have made a prior agreement in writing to mitigate potential harm to the State.
- d. Required Acceptance of Daily Load Deliveries and Notification - If the State is harmed by purchaser's refusal to accept up to 10 truck deliveries of any one sort per day, Purchaser will be in breach of contract and subject to damages as per the D-026.2 and D-027.2 clauses. A truck delivery is all the wood delivered including sorts on super trucks, mule trains and pups brought to the delivery point by a single truck. The Purchaser shall notify the Contract Administrator at least 48 hours in advance if:
 1. Purchaser intends to limit the number of truck deliveries accepted on any day to less than that listed above, or
 2. Purchaser intends to limit the number of truck deliveries accepted on any day to the number listed above.
- e. State Notification to Purchaser - The State will notify the Purchaser when it anticipates or schedules an interruption of deliveries and when it anticipates the number of truck deliveries on any day will exceed the number listed above.
- f. If payments are not received or, the State determines that the payment security has become unsatisfactory or, a demand is made against the payment security under the P-045.2 clause the State shall suspend deliveries until such time as

the violation has been remedied. Any suspension of deliveries due to late payment or inadequate payment security will be considered a Log Delivery Interruption under (c) of this clause.

G-030.2 Contract Term and Expiration Date

Purchaser agrees to accept and pay for forest products delivered through the period ending March 14, 2025.

G-054.2 Early Contract Termination

The State may terminate this contract in whole or in part by giving fifteen (15) days written notice to the Purchaser when it is in the best interests of the State. If this contract is so terminated, the State shall be liable only for the return of that portion of the initial deposit that is not required for payment, and the return of unapplied payments. The State shall not be liable for damages, whether direct or consequential.

G-056.2 Force Majeure

No Party shall be liable for any failure to perform its obligations, other than payments due, where such failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, or other natural disaster), war, act of foreign enemies, hostilities (whether war is declared or not), terrorist activities, government sanction, fire, labor dispute, strike or lockout.

Any Party asserting Force Majeure as an excuse shall have the burden of proving that reasonable steps were taken (under the circumstances) to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other Party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

In the event of Force Majeure, the State reserves the right to terminate this agreement in accordance with clause G-054.2 'Early Contract Termination'.

G-060.2 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 to be harvested or 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 VOLUME, WEIGHT, QUANTITY, OR QUALITY, of the forest products to be harvested. The descriptions of the forest products to be conveyed, are estimates only, made solely for administrative and identification purposes. The timing of forest product deliveries.
- d. Items contained in any other documents prepared for or by the State.

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-070.2 Limitation on Damage

In the event of a breach of any provision of this contract by the State, the liability of the State shall be limited to return of the unused initial deposit and unapplied payments to the Purchaser. The State shall not be liable for any damages, whether direct, incidental, or consequential.

G-112.2 Title

The State hereby warrants that State is the owner of said logs and has the right to sell same, free of liens, encumbrances, or claims, but subject to trade restrictions promulgated in WAC 240-15-015. Purchaser assumes title and all risk and responsibility for said logs upon delivery.

G-116.2 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.

G-160.2 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 logs conveyed beyond the terms of this contract.

The Purchaser agrees to notify the State in writing of their authorized representative at the log delivery destination who will be readily available and who shall be authorized to receive, on behalf of the Purchaser any instructions or notices given by the State in regard to performance under this contract, and any limits to this person's authority.

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-200.2 Notice

Notices required to be given under the following clauses shall be in writing and shall be delivered to the State or Purchaser's authorized agent or sent by certified mail to the Purchaser's address of record, so that their receipt may be acknowledged.

G-026.2 Log Delivery Destination

G-027.2 Log Delivery and Schedule Conditions

G-210.2 Violation of Contract

All other notices required to be given under this contract shall be in writing and delivered to their respective authorized agent or mailed to the Party's post office address. Parties agree to notify the other of any change of mailing address.

G-210.2 Violation of Contract

- a. If Purchaser violates any provision of this contract, the Contract Administrator, by written notice, may suspend delivery of further loads of forest products. If the violation is capable of being remedied, the Purchaser has five (5) days after receipt of suspension notice to remedy the violation. If the violation cannot be remedied (such as violation of WAC 240-15-015) or Purchaser fails to remedy the violation within five (5) days after receipt of a suspension notice, the State may terminate the rights of the Purchaser under this contract and collect damages as described in the damages clause in this contract.
- b. The State has the right to remedy the breach in the absence of any indicated attempt by the 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 thirty (30) days of receipt of billing.
- c. If Purchaser's violation is a result of a failure to make payment to the State when due, in addition to (a.) above, interest shall accrue on the unpaid balance at 12 percent per annum, beginning the date payment was due. The State may secure payments from the security provided.

G-240.2 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 five business days.
- c. Within five business days of receipt of the Region Manager's decision, the Purchaser may make a written request for resolution to the Deputy Supervisor - Uplands of the Department of Natural Resources.
- d. Unless otherwise agreed, the Deputy Supervisor - Uplands will hold a conference within 15 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-252.2 Forest Excise Tax

Purchaser shall be responsible for payment of all forest excise taxes pursuant to chapter 84.33 RCW.

G-253.2 Harvesting Cost Information

The State agrees to supply all harvesting cost information to the Purchaser for their consideration in payment of forest excise taxes.

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-330.2 Contract Review

Purchaser may arrange with the Contract Administrator to review the provisions of this contract prior to the delivery of forest products.

Section P: Payments and Securities**P-010 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 the 'Payment for Forest Products' clause, 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-028.2 Payment for Forest Products Delivered

Purchaser agrees to pay the State for delivered forest products at the following rate:

\$0.00/MBF

\$250.00/MBF for incorrect species delivery*

\$20/mbf for Utility logs (Adjusted Gross).

Purchaser agrees to increase the above delivered payment rate as approved by the State in the event the location of delivery is changed per the G-026.2 clause.

Purchaser will not be billed for any delivered logs that are scaled as containing metal.

*When two or more log sorts from this project are delivered to the same destination, the species contained in them are not eligible for the species price reduction.

P-036.2 Missorts and Payment Reduction for Delivered Forest Products

Forest Products delivered that do not meet the sorting specifications in G-022.2 are considered mis-sorts. Purchaser receiving mis-sort Forest Products is required to pay the State at the bid price under this contract.

However, when mis-sorted Forest Products amount to more than 8% of the total delivered sort volume, Purchaser may request approval for payment reduction for delivered volume exceeding the mis-sort threshold.

Requests for payment reduction must be submitted to the State in writing prior to contract expiration. Eligibility for mis-sort payment reduction is subject to State approval and shall be determined by the State's delivered product analysis. Forest Products determined by the State eligible for mis-sort price reduction are not eligible for any other price adjustments.

Payment reduction for Forest Products deemed mis-sorted will be calculated as follows:

$$\text{Payment Reduction} = (B \times M) \times R$$

Where:

B = Bid rate from P-028.2 clause

M = Mis-sorted volume exceeding threshold excluding utility

R = Reduction factor*

0.2 for diameter mis-sort

0.3 for high quality mis-sort

*Logs eligible for payment reduction based on multiple reduction factors will be calculated at the higher payment reduction factor.

Third-party scaling organization information is required to determine Scribner mbf for payment reduction purposes. Value will be derived from the applicable sort value as described in this contract.

Scale information for determining mis-sort payment reduction eligibility must be obtained from roll-out scale. Truck-ramp, sample scaling, and/or bundle scaling information is not acceptable for determining eligibility.

Purchaser's exclusive remedy for mis-sorts shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code

P-037.2 Mismatch and Payment Reduction for Delivered Forest Products

Forest Products delivered that do not meet preferred log length specifications or multiples or combinations of preferred lengths and Forest Products delivered not meeting manufacturing standards as described in clause G-024.2 are considered mis-manufactured. Purchaser receiving mis-manufactured Forest Products is required to pay the State at the bid price under this contract.

However, when mis-manufactured Forest Products amount to more than 5% of the total delivered sort volume, Purchaser may request approval for payment reduction for delivered volume exceeding the mis-manufacture threshold.

Requests for payment reduction must be submitted to the State in writing prior to contract expiration. Eligibility for mis-manufacture payment reduction is subject to State approval and shall be determined by the State's delivered product analysis. Forest Products determined by the State eligible for mis-manufacture price reductions are not eligible for any other price adjustments.

Payment reduction for Forest Products deemed mis-manufactured will be calculated as follows:

$$\text{Payment Reduction} = (B \times M) \times (0.2)$$

Where:

B = Bid rate from P-028.2 clause

M = Mis-manufactured volume exceeding threshold excluding utility

Third-party scaling organization information is required to determine Scribner mbf for payment reduction purposes. Value will be derived from the applicable sort value as described in this contract.

Scale information for determining mis-manufacture payment reduction eligibility must be obtained from roll-out scale. Truck-ramp, sample scaling, and/or bundle scaling information is not acceptable for determining eligibility.

Purchaser's exclusive remedy for mis-manufacture shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code.

P-038.2 Average Log Length and Payment Reduction

If the average log length for all logs delivered under this contract is less than the average log length specified in the table in clause G-024.2, The amount of allowable payment reduction shall be calculated by multiplying the payment rate in P-028.2 by the total volume delivered, and the difference between the average length of logs delivered and the average log length specified in G-024.2, times 1% as follows:

$$\text{Log Length Payment Reduction} = (B \times V \times L) \times (.01)$$

Where:

B = Bid rate from P-028.2 clause

V = total delivered log Volume

L = Length in feet below specified average (rounded to nearest 1/10th)

Average log length payment reductions calculated by the Purchaser must be approved by the State, prior to payment for the final billing period.

Third-party scaling organization information is required to determine Scribner mbf and Average log length for payment reduction purposes. Average log length is determined on a piece count basis. Value of log length price reduction will be derived from the applicable sort value as described in this contract.

Scale information for determining Average log length for payment reduction eligibility must be obtained from roll-out scale. Truck-ramp, sample scaling, and/or bundle scaling information is not acceptable for determining eligibility.

Purchaser's exclusive remedy for below average log lengths shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code.

P-040.2 Weighing and Scaling Costs

Purchaser agrees to pay for all weighing costs for logs delivered regardless if logs are purchased on a weight or scale basis. In addition, Purchaser agrees to pay for all scaling costs for logs delivered on a scale basis. Purchaser also agrees to pay for all costs associated with the transmission and reporting of scale or weight data.

P-045.2 Guarantee of Payment

Prior to the delivery of forest products and at a date determined by the State, Purchaser shall guarantee payment to the State for products delivered by posting with the State an approved payment security. If the Purchaser has purchased more than one sort, the payment securities may be consolidated for all the sorts. Acceptable payment security includes cash, certificate of deposit assignment, payment bond, savings account assignment, or irrevocable bank letter of credit.

The amount of payment security shall be determined by the State. The amount of payment security shall represent at least 30 days value of forest product deliveries. Payment security for products delivered will be used to guarantee payment to the State for late or non-payments.

If at any time the State determines that the security has become unsatisfactory or a demand is made against the payment security, the Purchaser agrees to increase the amount or replace the security with one acceptable to the State within 5 business days. Failure to increase the amount or replace the security is considered a breach of contract.

P-050.2 Billing and Payment Procedure for Forest Products Delivered

The State will compute and forward to Purchaser a billing statement of charges for forest products delivered during the billing period at the delivered rate shown in P-028.2 clause. After receipt of the billing statement, Purchaser's payment must be received by the Department of Natural Resources on or before the due date shown on the billing statement. Purchaser agrees to make payment, payable to the Department of Natural Resources. Failure to pay on time for forest products delivered is considered a breach of contract.

Included with the billing statement will be a summary report for the billing period compiled by the State or their log and load reporting service.

The State will adjust final billings to account for any State approved payment reductions.

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.

Section L: Log Definitions and Accountability

L-010.2 Forest Products Conveyed

Forest products conveyed are logs or parts of logs delivered meeting the sorting criteria defined by clause G-022.2 and manufacturing standards defined by clause G-024.2 of this contract

L-014.2 Sorts Delivered to Incorrect Destination

Purchaser has agreed to purchase the sort as described in the G-022.2 clause. In the event a load from a different sort is delivered to Purchaser, Purchaser may reject the load. If Purchaser receives an incorrectly delivered load, they shall notify the State within 24 hours. If the Purchaser accepts the load, provisions in the P-035.2 or P-036.2 clause may apply.

L-071.2 Log and Load Reporting Service

This contract may at the States discretion, require the services of a State approved third party log and load reporting service. Purchaser shall ensure log volume measurement,

weight, or scale and weight data for each load is received by the log and load reporting service within 1 business day of logs being measured or weighed.

If during the term of this contract, the State discontinues use of the Log and Load Reporting Service, the State will notify the Purchaser in writing, and will approve an alternative log and load reporting process.

L-080 Scaling Rules

Determination of volume and grade of any forest products shall be conducted by a state approved third party scaling organization and in accordance with the Westside log scaling and grading rules and Scribner Volume Table, revised July 1, 1972, contained in the Northwest Log Rules Eastside and Westside Log Scaling Handbook (developed and produced by the Northwest Log Rules Advisory Group) and in effect on the date of confirmation of this contract.

Special scaling specifications shall be noted on the State's Brand Designation form which is hereby incorporated to this contract by reference.

L-110 State Approval of Log Scaling and Weighing Locations

Forest Product measurement and weighing facilities required by this contract must be approved by the State. Forest products sold under the contract which require log scaling shall be scaled, measured, or counted by a State approved third party log scaling organization. Forest products sold under the contract which require weighing shall be weighed at a location that meets Washington State Department of Agriculture approval.

Prior to forest products being hauled, the Contract Administrator must authorize in writing the use of State approved measurement and/or weighing facilities that are at or enroute to final destinations. Forest products from this sale shall be measured or weighed at facilities, which are currently approved for use by the State and are currently authorized for this sale. The State reserves the right to verify load volume and weights with State employees or contractors at the State's own expense. The State reserves the right to revoke the authorization of previously approved measurement locations.

Section D: Damages

D-010 Liquidated Damages

The clauses in the DAMAGES section of this contract provide for payments by Purchaser to the State for certain breaches of the terms of this contract. These payments are agreed to as liquidated damages and not as penalties. They are reasonable estimates of anticipated harm to the State 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.

D-026.2 Damages for Delivery Interruptions and Load Non-Acceptance

- a. Purchaser's failure to accept delivery of forest products due to an extended delivery interruption exceeding the limits as described in the G-027.2 (c) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of \$1,000.00 per each day of breach, until breach is remedied.
- b. Unless Purchaser and the State have made a prior agreement in writing, Purchaser's failure to accept at least the number of delivered loads as described in the G-027.2 (d) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of \$200 per each truck delivery not accepted, until breach is remedied.

D-027.2 Failure to Accept Forest Products Sold

Purchaser's failure to accept all or part of the forest products sold in this agreement prior to expiration or completion of the contract results in substantial injury to the State. Except for reasons other than 'Force Majeure' (G-056.2), either section a. or b. below will apply as determined by the State.

- a. When Purchaser's refusal to accept forest products does not prevent further harvesting operations, or forest products can be re-sold to another buyer acceptable to the State, Purchaser shall be liable for and pay State for actual damages plus costs, as determined by the State associated with the administration and re-sale of forest products not accepted by Purchaser under the terms of this contract.
- b. When Purchaser's refusal to accept forest products causes a stoppage of the State's harvesting operations and prevents the State from further harvest of the sale area, the actual damage to the State and associated costs are difficult to assess. The remaining value of all the forest products left in the sale area once the stoppage occurs is not readily ascertainable. Purchaser's failure to perform disrupts the State's management plans. Therefore, Purchaser agrees to pay the State as liquidated damages, a sum calculated using the following formula:

$$LD = (.35V - I) + C + A - P$$

Where:

- LD = Liquidated Damages
 V = The stumpage value remaining in the sale area at the date of work stoppage. This will be determined by multiplying the contract bid rate contained in the P-028.2 clause for all sorts originating in the sale area, by the State's estimate of the remaining volume, less the cost of harvesting and delivery associated with each sort.
 I = Initial Deposit
 C = Costs associated with required harvesting services and road construction services prior to work stoppage but not amortized or paid.

A = Administrative fee = \$2,500.00
P = Advance payments received exceeding the value of logs delivered under this contract.

The above formula reflects the Purchaser's forfeiture of the initial deposit in accordance with clause P-010 by deducting the initial deposit from the amount owed. In no event shall the liquidated damages be less than zero. Interest on the liquidated damage is owed from the date of the work stoppage until final payment, calculated using the following formula:

Interest = $r \times LD \times N$

Where:

r = daily equivalent of an annual interest at current interest rate as established by WAC 332-100-030.

N = Number of days from work stoppage to time of payment

D-030.2 Inadequate Log Accountability

Failure to provide weighing and third party scaling information result in substantial injury to the State. The potential loss of accountability is not readily ascertainable. These contractual breaches result in an increase in the potential for the delivery of forest products for which the State receives inadequate payment and causes an increase in the State's administration costs associated with this contract. The actual costs of these breaches are difficult to assess.

For these reasons, Purchaser's payments for forest product delivery under this contract will be increased in the following amounts, as liquidated damages, to compensate the State for these breaches: \$250.00 each time a load weight is not provided as required by the contract, and \$250.00 each time load scale data is not determined and provided by a State approved third party scaling organization in accordance with this contract.

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

William Wells

Print Name

Olympic Region Manager

Date: _____

Date: _____

Address: _____

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 _____

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

LOG SALE AND PURCHASE CONTRACT

AGREEMENT NO. 30-0106409

SALE NAME: PISTOL PETE SORT 02

**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-001.2 Definitions

The following definitions apply throughout this contract;

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

Contractor: State-selected harvester responsible to perform all duties as required by the Harvesting Services Contract, including but not limited to timber harvesting, road construction, debris removal and piling, hauling and delivery of forest products for weighing and/or scaling, to the Purchasers of the timber sales Sorts.

Delivery: Occurs when logs or forest products meeting the sorting specifications arrive at the Purchasers destination, as described in the contract.

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

Harvesting: A general term, referring to the Contractor's various obligations under the Harvesting Services Contract.

Harvesting Services Contract: Contract between the Contractor and the State, which sets forth the procedures and obligations of the Contractor for completing the harvesting of timber, and the delivery of various log sorts to the State’s purchasers, and the payment obligations of the State, The Harvesting Services Contract will include a Road Plan for any road construction or reconstruction, where applicable.

Log Sale and Purchase Contract: Purchase Agreement between the State and Purchaser(s) of particular log sorts from the timber sale.

Purchaser: The company or individual that has entered into a Log Sale Contract with the State for individual log sorts from the timber sale area. The Contractor must deliver the designated log sorts to this company or individual. Contractor will likely be delivering different log sorts to different purchasers under the Harvesting Services Contract.

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.

G-010.2 Products Sold and Sale Area

Purchaser was the successful bidder on July 24, 2024 and sale was confirmed on _____. The State, as owner, agrees to sell and deliver to the Purchaser logs meeting the log sort specifications as described in the G-022.2 clause. Logs will be delivered from the PISTOL PETE SORTS Timber Sale described as parts of Section 1 in Township 29 North, Range 5 West, Sections 31 all in Township 30 North, Range 4 West, Sections 23, 24, and 36 all in Township 30 North, Range 5 West W.M., in Clallam County.

G-022.2 Sorting Specifications

Purchaser shall accept and pay for delivery of log sorts by a state selected contractor to the designated Purchaser location that meets the following specifications:

Agreement No.	Sort #	Description	Destination
106409	2	DF Sawlog 5"to 11" dib	

G-024.2 Manufacturing Standards

All forest products except poles, produced and sold under this contract will be manufactured to maximize the amount of logs meeting preferred log lengths and to achieve the average log length listed.

Agreement No.	Sort #	Scaling Rule
106409	02	WS

Average Log Length	Preferred Log Lengths
28	

"WS" indicates that west side scaling rules apply. Minimum trim is 8 inches per scaling segment for west side scaling rules. "ES" indicates that east side scaling rules apply. Minimum trim is 4 inches per scaling segment for east side scaling rules.

Poles produced under this contract will be manufactured to ANSI specifications (American National Standard Specifications and Dimensions for Wood Poles), in force at the time of signing this contract.

- a. Sweep will be limited to within the bole of the log as measured using a tape stretched between the centers of each end of the log.
- b. Logs approved by the state for peelers shall be chuckable with no more than a 2 inch diameter area of rot within a 5 inch diameter circle located at the center of either end of the log.
- c. Limbs and knots shall be cut flush, with no more than 15 percent of a log having limbs or knots over 2 inches in diameter extending more than 2 inches above the surface of the log.

G-026.2 Log Delivery Destination

Purchaser shall accept logs delivered to the destination as described in the G-022.2 clause. Purchaser may make a written request to the State for a change in log delivery destination or scaling or weighing location. If agreeable and in the best interest of the State, the State may approve the Purchaser's request. Written approval must be granted by the State prior to log delivery to a new destination or use of a new scaling or weighing facility.

Increased haul distance shall result in an increase in the P-028.2 log delivery payment rate in an amount to be calculated by the State. In no circumstance shall the payment rate for delivered logs be reduced as a result of a state approved delivery destination or scaling or weighing facility change.

Purchaser may refuse loads delivered to the wrong destination.

G-027.2 Log Delivery Schedule and Conditions

- a. Delivery hours - Purchaser agrees to accept logs from the Contractor at the Purchaser's delivery location during Purchaser's working hours or at least between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except legal holidays unless otherwise agreed upon by the State.

- b. Improperly loaded trucks - It is understood and agreed that the Purchaser incurs no obligation to accept improperly or illegally loaded trucks in its facility. Any truck so loaded may be directed to vacate the yard and shall remain the responsibility of the harvesting contractor. The Purchaser shall notify the State within 24 hours of any load (s) rejected and specify the reasons why.
- c. Log Delivery Interruptions - Purchaser may schedule times in which delivery of logs will not be accepted. The Purchaser shall notify the Contract Administrator at least five (5) working days before the scheduled interruption or closure occurs. The duration of the log delivery interruption shall not exceed seven (7) consecutive working days or a total of ten (10) working days over the duration of the contract term. If Purchaser's scheduled delivery interruption exceeds contract requirements and causes the State harm, Purchaser will be in breach of contract and subject to liquidated damages as per the D-026.2 and D-027.2 clauses, unless Purchaser and the State have made a prior agreement in writing to mitigate potential harm to the State.
- d. Required Acceptance of Daily Load Deliveries and Notification - If the State is harmed by purchaser's refusal to accept up to 10 truck deliveries of any one sort per day, Purchaser will be in breach of contract and subject to damages as per the D-026.2 and D-027.2 clauses. A truck delivery is all the wood delivered including sorts on super trucks, mule trains and pups brought to the delivery point by a single truck. The Purchaser shall notify the Contract Administrator at least 48 hours in advance if:
 - 1. Purchaser intends to limit the number of truck deliveries accepted on any day to less than that listed above, or
 - 2. Purchaser intends to limit the number of truck deliveries accepted on any day to the number listed above.
- e. State Notification to Purchaser - The State will notify the Purchaser when it anticipates or schedules an interruption of deliveries and when it anticipates the number of truck deliveries on any day will exceed the number listed above.
- f. If payments are not received or, the State determines that the payment security has become unsatisfactory or, a demand is made against the payment security under the P-045.2 clause the State shall suspend deliveries until such time as the violation has been remedied. Any suspension of deliveries due to late payment or inadequate payment security will be considered a Log Delivery Interruption under (c) of this clause.

G-030.2 Contract Term and Expiration Date

Purchaser agrees to accept and pay for forest products delivered through the period ending March 14, 2025.

G-054.2 Early Contract Termination

The State may terminate this contract in whole or in part by giving fifteen (15) days written notice to the Purchaser when it is in the best interests of the State. If this contract is so terminated, the State shall be liable only for the return of that portion of the initial deposit that is not required for payment, and the return of unapplied payments. The State shall not be liable for damages, whether direct or consequential.

G-056.2 Force Majeure

No Party shall be liable for any failure to perform its obligations, other than payments due, where such failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, or other natural disaster), war, act of foreign enemies, hostilities (whether war is declared or not), terrorist activities, government sanction, fire, labor dispute, strike or lockout.

Any Party asserting Force Majeure as an excuse shall have the burden of proving that reasonable steps were taken (under the circumstances) to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other Party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

In the event of Force Majeure, the State reserves the right to terminate this agreement in accordance with clause G-054.2 'Early Contract Termination'.

G-060.2 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 to be harvested or 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 VOLUME, WEIGHT, QUANTITY, OR QUALITY, of the forest products to be harvested. The descriptions of the forest products to be conveyed, are estimates only, made solely for administrative and identification purposes. The timing of forest product deliveries.
- d. Items contained in any other documents prepared for or by the State.

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-070.2 Limitation on Damage

In the event of a breach of any provision of this contract by the State, the liability of the State shall be limited to return of the unused initial deposit and unapplied payments to the Purchaser. The State shall not be liable for any damages, whether direct, incidental, or consequential.

G-112.2 Title

The State hereby warrants that State is the owner of said logs and has the right to sell same, free of liens, encumbrances, or claims, but subject to trade restrictions promulgated in WAC 240-15-015. Purchaser assumes title and all risk and responsibility for said logs upon delivery.

G-116.2 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.

G-160.2 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 logs conveyed beyond the terms of this contract.

The Purchaser agrees to notify the State in writing of their authorized representative at the log delivery destination who will be readily available and who shall be authorized to receive, on behalf of the Purchaser any instructions or notices given by the State in regard to performance under this contract, and any limits to this person's authority.

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-200.2 Notice

Notices required to be given under the following clauses shall be in writing and shall be delivered to the State or Purchaser's authorized agent or sent by certified mail to the Purchaser's address of record, so that their receipt may be acknowledged.

G-026.2 Log Delivery Destination
G-027.2 Log Delivery and Schedule Conditions
G-210.2 Violation of Contract

All other notices required to be given under this contract shall be in writing and delivered to their respective authorized agent or mailed to the Party's post office address. Parties agree to notify the other of any change of mailing address.

G-210.2 Violation of Contract

- a. If Purchaser violates any provision of this contract, the Contract Administrator, by written notice, may suspend delivery of further loads of forest products. If the violation is capable of being remedied, the Purchaser has five (5) days after receipt of suspension notice to remedy the violation. If the violation cannot be remedied (such as violation of WAC 240-15-015) or Purchaser fails to remedy the violation within five (5) days after receipt of a suspension notice, the State may terminate the rights of the Purchaser under this contract and collect damages as described in the damages clause in this contract.
- b. The State has the right to remedy the breach in the absence of any indicated attempt by the 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 thirty (30) days of receipt of billing.
- c. If Purchaser's violation is a result of a failure to make payment to the State when due, in addition to (a.) above, interest shall accrue on the unpaid balance at 12 percent per annum, beginning the date payment was due. The State may secure payments from the security provided.

G-240.2 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 five business days.

- c. Within five business days of receipt of the Region Manager's decision, the Purchaser may make a written request for resolution to the Deputy Supervisor - Uplands of the Department of Natural Resources.
- d. Unless otherwise agreed, the Deputy Supervisor - Uplands will hold a conference within 15 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-252.2 Forest Excise Tax

Purchaser shall be responsible for payment of all forest excise taxes pursuant to chapter 84.33 RCW.

G-253.2 Harvesting Cost Information

The State agrees to supply all harvesting cost information to the Purchaser for their consideration in payment of forest excise taxes.

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-330.2 Contract Review

Purchaser may arrange with the Contract Administrator to review the provisions of this contract prior to the delivery of forest products.

Section P: Payments and Securities**P-010 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 the 'Payment for Forest Products' clause, 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-028.2 Payment for Forest Products Delivered

Purchaser agrees to pay the State for delivered forest products at the following rate:

\$0.00/MBF

\$250.00/MBF for incorrect species delivery*

\$20/mbf for Utility logs (Adjusted Gross).

Purchaser agrees to increase the above delivered payment rate as approved by the State in the event the location of delivery is changed per the G-026.2 clause.

Purchaser will not be billed for any delivered logs that are scaled as containing metal.

*When two or more log sorts from this project are delivered to the same destination, the species contained in them are not eligible for the species price reduction.

P-036.2 Missorts and Payment Reduction for Delivered Forest Products

Forest Products delivered that do not meet the sorting specifications in G-022.2 are considered mis-sorts. Purchaser receiving mis-sort Forest Products is required to pay the State at the bid price under this contract.

However, when mis-sorted Forest Products amount to more than 8% of the total delivered sort volume, Purchaser may request approval for payment reduction for delivered volume exceeding the mis-sort threshold.

Requests for payment reduction must be submitted to the State in writing prior to contract expiration. Eligibility for mis-sort payment reduction is subject to State approval and shall be determined by the State's delivered product analysis. Forest Products determined by the State eligible for mis-sort price reduction are not eligible for any other price adjustments.

Payment reduction for Forest Products deemed mis-sorted will be calculated as follows:

$$\text{Payment Reduction} = (B \times M) \times R$$

Where:

B = Bid rate from P-028.2 clause

M = Mis-sorted volume exceeding threshold excluding utility

R = Reduction factor*

0.2 for diameter mis-sort

0.3 for high quality mis-sort

*Logs eligible for payment reduction based on multiple reduction factors will be calculated at the higher payment reduction factor.

Third-party scaling organization information is required to determine Scribner mbf for payment reduction purposes. Value will be derived from the applicable sort value as described in this contract.

Scale information for determining mis-sort payment reduction eligibility must be obtained from roll-out scale. Truck-ramp, sample scaling, and/or bundle scaling information is not acceptable for determining eligibility.

Purchaser's exclusive remedy for mis-sorts shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code

P-037.2 Mismatch and Payment Reduction for Delivered Forest Products

Forest Products delivered that do not meet preferred log length specifications or multiples or combinations of preferred lengths and Forest Products delivered not meeting manufacturing standards as described in clause G-024.2 are considered mis-manufactured. Purchaser receiving mis-manufactured Forest Products is required to pay the State at the bid price under this contract.

However, when mis-manufactured Forest Products amount to more than 5% of the total delivered sort volume, Purchaser may request approval for payment reduction for delivered volume exceeding the mis-manufacture threshold.

Requests for payment reduction must be submitted to the State in writing prior to contract expiration. Eligibility for mis-manufacture payment reduction is subject to State approval and shall be determined by the State's delivered product analysis. Forest Products determined by the State eligible for mis-manufacture price reductions are not eligible for any other price adjustments.

Payment reduction for Forest Products deemed mis-manufactured will be calculated as follows:

$$\text{Payment Reduction} = (B \times M) \times (0.2)$$

Where:

B = Bid rate from P-028.2 clause

M = Mis-manufactured volume exceeding threshold excluding utility

Third-party scaling organization information is required to determine Scribner mbf for payment reduction purposes. Value will be derived from the applicable sort value as described in this contract.

Scale information for determining mis-manufacture payment reduction eligibility must be obtained from roll-out scale. Truck-ramp, sample scaling, and/or bundle scaling information is not acceptable for determining eligibility.

Purchaser's exclusive remedy for mis-manufacture shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code.

P-038.2 Average Log Length and Payment Reduction

If the average log length for all logs delivered under this contract is less than the average log length specified in the table in clause G-024.2, The amount of allowable payment reduction shall be calculated by multiplying the payment rate in P-028.2 by the total volume delivered, and the difference between the average length of logs delivered and the average log length specified in G-024.2, times 1% as follows:

$$\text{Log Length Payment Reduction} = (B \times V \times L) \times (.01)$$

Where:

B = Bid rate from P-028.2 clause

V = total delivered log Volume

L = Length in feet below specified average (rounded to nearest 1/10th)

Average log length payment reductions calculated by the Purchaser must be approved by the State, prior to payment for the final billing period.

Third-party scaling organization information is required to determine Scribner mbf and Average log length for payment reduction purposes. Average log length is determined on a piece count basis. Value of log length price reduction will be derived from the applicable sort value as described in this contract.

Scale information for determining Average log length for payment reduction eligibility must be obtained from roll-out scale. Truck-ramp, sample scaling, and/or bundle scaling information is not acceptable for determining eligibility.

Purchaser's exclusive remedy for below average log lengths shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code.

P-040.2 Weighing and Scaling Costs

Purchaser agrees to pay for all weighing costs for logs delivered regardless if logs are purchased on a weight or scale basis. In addition, Purchaser agrees to pay for all scaling costs for logs delivered on a scale basis. Purchaser also agrees to pay for all costs associated with the transmission and reporting of scale or weight data.

P-045.2 Guarantee of Payment

Prior to the delivery of forest products and at a date determined by the State, Purchaser shall guarantee payment to the State for products delivered by posting with the State an approved payment security. If the Purchaser has purchased more than one sort, the payment securities may be consolidated for all the sorts. Acceptable payment security includes cash, certificate of deposit assignment, payment bond, savings account assignment, or irrevocable bank letter of credit.

The amount of payment security shall be determined by the State. The amount of payment security shall represent at least 30 days value of forest product deliveries. Payment security for products delivered will be used to guarantee payment to the State for late or non-payments.

If at any time the State determines that the security has become unsatisfactory or a demand is made against the payment security, the Purchaser agrees to increase the amount or replace the security with one acceptable to the State within 5 business days. Failure to increase the amount or replace the security is considered a breach of contract.

P-050.2 Billing and Payment Procedure for Forest Products Delivered

The State will compute and forward to Purchaser a billing statement of charges for forest products delivered during the billing period at the delivered rate shown in P-028.2 clause. After receipt of the billing statement, Purchaser's payment must be received by the Department of Natural Resources on or before the due date shown on the billing statement. Purchaser agrees to make payment, payable to the Department of Natural Resources. Failure to pay on time for forest products delivered is considered a breach of contract.

Included with the billing statement will be a summary report for the billing period compiled by the State or their log and load reporting service.

The State will adjust final billings to account for any State approved payment reductions.

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.

Section L: Log Definitions and Accountability**L-010.2 Forest Products Conveyed**

Forest products conveyed are logs or parts of logs delivered meeting the sorting criteria defined by clause G-022.2 and manufacturing standards defined by clause G-024.2 of this contract

L-014.2 Sorts Delivered to Incorrect Destination

Purchaser has agreed to purchase the sort as described in the G-022.2 clause. In the event a load from a different sort is delivered to Purchaser, Purchaser may reject the load. If Purchaser receives an incorrectly delivered load, they shall notify the State within 24 hours. If the Purchaser accepts the load, provisions in the P-035.2 or P-036.2 clause may apply.

L-071.2 Log and Load Reporting Service

This contract may at the States discretion, require the services of a State approved third party log and load reporting service. Purchaser shall ensure log volume measurement, weight, or scale and weight data for each load is received by the log and load reporting service within 1 business day of logs being measured or weighed.

If during the term of this contract, the State discontinues use of the Log and Load Reporting Service, the State will notify the Purchaser in writing, and will approve an alternative log and load reporting process.

L-080 Scaling Rules

Determination of volume and grade of any forest products shall be conducted by a state approved third party scaling organization and in accordance with the Westside log scaling and grading rules and Scribner Volume Table, revised July 1, 1972, contained in the Northwest Log Rules Eastside and Westside Log Scaling Handbook (developed and produced by the Northwest Log Rules Advisory Group) and in effect on the date of confirmation of this contract.

Special scaling specifications shall be noted on the State's Brand Designation form which is hereby incorporated to this contract by reference.

L-110 State Approval of Log Scaling and Weighing Locations

Forest Product measurement and weighing facilities required by this contract must be approved by the State. Forest products sold under the contract which require log scaling shall be scaled, measured, or counted by a State approved third party log scaling organization. Forest products sold under the contract which require weighing shall be weighed at a location that meets Washington State Department of Agriculture approval.

Prior to forest products being hauled, the Contract Administrator must authorize in writing the use of State approved measurement and/or weighing facilities that are at or enroute to final destinations. Forest products from this sale shall be measured or weighed at facilities, which are currently approved for use by the State and are currently authorized for this sale. The State reserves the right to verify load volume and weights with State employees or contractors at the State's own expense. The State reserves the right to revoke the authorization of previously approved measurement locations.

Section D: Damages**D-010 Liquidated Damages**

The clauses in the DAMAGES section of this contract provide for payments by Purchaser to the State for certain breaches of the terms of this contract. These payments are agreed to as liquidated damages and not as penalties. They are reasonable estimates of anticipated harm to the State 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.

D-026.2 Damages for Delivery Interruptions and Load Non-Acceptance

- a. Purchaser's failure to accept delivery of forest products due to an extended delivery interruption exceeding the limits as described in the G-027.2 (c) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of \$1,000.00 per each day of breach, until breach is remedied.

- b. Unless Purchaser and the State have made a prior agreement in writing, Purchaser's failure to accept at least the number of delivered loads as described in the G-027.2 (d) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of \$200 per each truck delivery not accepted, until breach is remedied.

D-027.2 Failure to Accept Forest Products Sold

Purchaser's failure to accept all or part of the forest products sold in this agreement prior to expiration or completion of the contract results in substantial injury to the State. Except for reasons other than 'Force Majeure' (G-056.2), either section a. or b. below will apply as determined by the State.

- a. When Purchaser's refusal to accept forest products does not prevent further harvesting operations, or forest products can be re-sold to another buyer acceptable to the State, Purchaser shall be liable for and pay State for actual damages plus costs, as determined by the State associated with the administration and re-sale of forest products not accepted by Purchaser under the terms of this contract.
- b. When Purchaser's refusal to accept forest products causes a stoppage of the State's harvesting operations and prevents the State from further harvest of the sale area, the actual damage to the State and associated costs are difficult to assess. The remaining value of all the forest products left in the sale area once the stoppage occurs is not readily ascertainable. Purchaser's failure to perform disrupts the State's management plans. Therefore, Purchaser agrees to pay the State as liquidated damages, a sum calculated using the following formula:

$$LD = (.35V - I) + C + A - P$$

Where:

LD = Liquidated Damages

V = The stumpage value remaining in the sale area at the date of work stoppage. This will be determined by multiplying the contract bid rate contained in the P-028.2 clause for all sorts originating in the sale area, by the State's estimate of the remaining volume, less the cost of harvesting and delivery associated with each sort.

I = Initial Deposit

C = Costs associated with required harvesting services and road construction services prior to work stoppage but not amortized or paid.

A = Administrative fee = \$2,500.00

P = Advance payments received exceeding the value of logs delivered under this contract.

The above formula reflects the Purchaser's forfeiture of the initial deposit in accordance with clause P-010 by deducting the initial deposit from the amount owed. In no event shall the liquidated damages be less than zero. Interest on the liquidated

damage is owed from the date of the work stoppage until final payment, calculated using the following formula:

$$\text{Interest} = r \times \text{LD} \times N$$

Where:

r = daily equivalent of an annual interest at current interest rate as established by WAC 332-100-030.

N = Number of days from work stoppage to time of payment

D-030.2 Inadequate Log Accountability

Failure to provide weighing and third party scaling information result in substantial injury to the State. The potential loss of accountability is not readily ascertainable. These contractual breaches result in an increase in the potential for the delivery of forest products for which the State receives inadequate payment and causes an increase in the State's administration costs associated with this contract. The actual costs of these breaches are difficult to assess.

For these reasons, Purchaser's payments for forest product delivery under this contract will be increased in the following amounts, as liquidated damages, to compensate the State for these breaches: \$250.00 each time a load weight is not provided as required by the contract, and \$250.00 each time load scale data is not determined and provided by a State approved third party scaling organization in accordance with this contract.

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

William Wells

Print Name

Olympic Region Manager

Date: _____

Date: _____

Address: _____

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 _____

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

LOG SALE AND PURCHASE CONTRACT

AGREEMENT NO. 30-0106410

SALE NAME: PISTOL PETE SORT 03

**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-001.2 Definitions

The following definitions apply throughout this contract;

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

Contractor: State-selected harvester responsible to perform all duties as required by the Harvesting Services Contract, including but not limited to timber harvesting, road construction, debris removal and piling, hauling and delivery of forest products for weighing and/or scaling, to the Purchasers of the timber sales Sorts.

Delivery: Occurs when logs or forest products meeting the sorting specifications arrive at the Purchasers destination, as described in the contract.

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

Harvesting: A general term, referring to the Contractor’s various obligations under the Harvesting Services Contract.

Harvesting Services Contract: Contract between the Contractor and the State, which sets forth the procedures and obligations of the Contractor for completing the harvesting of timber, and the delivery of various log sorts to the State’s purchasers, and the payment obligations of the State, The Harvesting Services Contract will include a Road Plan for any road construction or reconstruction, where applicable.

Log Sale and Purchase Contract: Purchase Agreement between the State and Purchaser(s) of particular log sorts from the timber sale.

Purchaser: The company or individual that has entered into a Log Sale Contract with the State for individual log sorts from the timber sale area. The Contractor must deliver the designated log sorts to this company or individual. Contractor will likely be delivering different log sorts to different purchasers under the Harvesting Services Contract.

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.

G-010.2 Products Sold and Sale Area

Purchaser was the successful bidder on July 24, 2024 and sale was confirmed on _____. The State, as owner, agrees to sell and deliver to the Purchaser logs meeting the log sort specifications as described in the G-022.2 clause. Logs will be delivered from the PISTOL PETE SORTS Timber Sale described as parts of Section 1 in Township 29 North, Range 5 West, Sections 31 all in Township 30 North, Range 4 West, Sections 23, 24, and 36 all in Township 30 North, Range 5 West W.M., in Clallam County.

G-022.2 Sorting Specifications

Purchaser shall accept and pay for delivery of log sorts by a state selected contractor to the designated Purchaser location that meets the following specifications:

Agreement No.	Sort #	Description	Destination
106410	3	DF Sawlog 12" to 19" dib	

G-024.2 Manufacturing Standards

All forest products except poles, produced and sold under this contract will be manufactured to maximize the amount of logs meeting preferred log lengths and to achieve the average log length listed.

Agreement No.	Sort #	Scaling Rule
106410	03	WS

Average Log Length	Preferred Log Lengths
28	

"WS" indicates that west side scaling rules apply. Minimum trim is 8 inches per scaling segment for west side scaling rules. "ES" indicates that east side scaling rules apply. Minimum trim is 4 inches per scaling segment for east side scaling rules.

Poles produced under this contract will be manufactured to ANSI specifications (American National Standard Specifications and Dimensions for Wood Poles), in force at the time of signing this contract.

- a. Sweep will be limited to within the bole of the log as measured using a tape stretched between the centers of each end of the log.
- b. Logs approved by the state for peelers shall be chuckable with no more than a 2 inch diameter area of rot within a 5 inch diameter circle located at the center of either end of the log.
- c. Limbs and knots shall be cut flush, with no more than 15 percent of a log having limbs or knots over 2 inches in diameter extending more than 2 inches above the surface of the log.

G-026.2 Log Delivery Destination

Purchaser shall accept logs delivered to the destination as described in the G-022.2 clause. Purchaser may make a written request to the State for a change in log delivery destination or scaling or weighing location. If agreeable and in the best interest of the State, the State may approve the Purchaser's request. Written approval must be granted by the State prior to log delivery to a new destination or use of a new scaling or weighing facility.

Increased haul distance shall result in an increase in the P-028.2 log delivery payment rate in an amount to be calculated by the State. In no circumstance shall the payment rate for delivered logs be reduced as a result of a state approved delivery destination or scaling or weighing facility change.

Purchaser may refuse loads delivered to the wrong destination.

G-027.2 Log Delivery Schedule and Conditions

- a. Delivery hours - Purchaser agrees to accept logs from the Contractor at the Purchaser's delivery location during Purchaser's working hours or at least between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except legal holidays unless otherwise agreed upon by the State.

- b. Improperly loaded trucks - It is understood and agreed that the Purchaser incurs no obligation to accept improperly or illegally loaded trucks in its facility. Any truck so loaded may be directed to vacate the yard and shall remain the responsibility of the harvesting contractor. The Purchaser shall notify the State within 24 hours of any load (s) rejected and specify the reasons why.
- c. Log Delivery Interruptions - Purchaser may schedule times in which delivery of logs will not be accepted. The Purchaser shall notify the Contract Administrator at least five (5) working days before the scheduled interruption or closure occurs. The duration of the log delivery interruption shall not exceed seven (7) consecutive working days or a total of ten (10) working days over the duration of the contract term. If Purchaser's scheduled delivery interruption exceeds contract requirements and causes the State harm, Purchaser will be in breach of contract and subject to liquidated damages as per the D-026.2 and D-027.2 clauses, unless Purchaser and the State have made a prior agreement in writing to mitigate potential harm to the State.
- d. Required Acceptance of Daily Load Deliveries and Notification - If the State is harmed by purchaser's refusal to accept up to 10 truck deliveries of any one sort per day, Purchaser will be in breach of contract and subject to damages as per the D-026.2 and D-027.2 clauses. A truck delivery is all the wood delivered including sorts on super trucks, mule trains and pups brought to the delivery point by a single truck. The Purchaser shall notify the Contract Administrator at least 48 hours in advance if:
 - 1. Purchaser intends to limit the number of truck deliveries accepted on any day to less than that listed above, or
 - 2. Purchaser intends to limit the number of truck deliveries accepted on any day to the number listed above.
- e. State Notification to Purchaser - The State will notify the Purchaser when it anticipates or schedules an interruption of deliveries and when it anticipates the number of truck deliveries on any day will exceed the number listed above.
- f. If payments are not received or, the State determines that the payment security has become unsatisfactory or, a demand is made against the payment security under the P-045.2 clause the State shall suspend deliveries until such time as the violation has been remedied. Any suspension of deliveries due to late payment or inadequate payment security will be considered a Log Delivery Interruption under (c) of this clause.

G-030.2 Contract Term and Expiration Date

Purchaser agrees to accept and pay for forest products delivered through the period ending March 14, 2025.

G-054.2 Early Contract Termination

The State may terminate this contract in whole or in part by giving fifteen (15) days written notice to the Purchaser when it is in the best interests of the State. If this contract is so terminated, the State shall be liable only for the return of that portion of the initial deposit that is not required for payment, and the return of unapplied payments. The State shall not be liable for damages, whether direct or consequential.

G-056.2 Force Majeure

No Party shall be liable for any failure to perform its obligations, other than payments due, where such failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, or other natural disaster), war, act of foreign enemies, hostilities (whether war is declared or not), terrorist activities, government sanction, fire, labor dispute, strike or lockout.

Any Party asserting Force Majeure as an excuse shall have the burden of proving that reasonable steps were taken (under the circumstances) to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other Party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

In the event of Force Majeure, the State reserves the right to terminate this agreement in accordance with clause G-054.2 'Early Contract Termination'.

G-060.2 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 to be harvested or 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 VOLUME, WEIGHT, QUANTITY, OR QUALITY, of the forest products to be harvested. The descriptions of the forest products to be conveyed, are estimates only, made solely for administrative and identification purposes. The timing of forest product deliveries.
- d. Items contained in any other documents prepared for or by the State.

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-070.2 Limitation on Damage

In the event of a breach of any provision of this contract by the State, the liability of the State shall be limited to return of the unused initial deposit and unapplied payments to the Purchaser. The State shall not be liable for any damages, whether direct, incidental, or consequential.

G-112.2 Title

The State hereby warrants that State is the owner of said logs and has the right to sell same, free of liens, encumbrances, or claims, but subject to trade restrictions promulgated in WAC 240-15-015. Purchaser assumes title and all risk and responsibility for said logs upon delivery.

G-116.2 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.

G-160.2 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 logs conveyed beyond the terms of this contract.

The Purchaser agrees to notify the State in writing of their authorized representative at the log delivery destination who will be readily available and who shall be authorized to receive, on behalf of the Purchaser any instructions or notices given by the State in regard to performance under this contract, and any limits to this person's authority.

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-200.2 Notice

Notices required to be given under the following clauses shall be in writing and shall be delivered to the State or Purchaser's authorized agent or sent by certified mail to the Purchaser's address of record, so that their receipt may be acknowledged.

G-026.2 Log Delivery Destination
G-027.2 Log Delivery and Schedule Conditions
G-210.2 Violation of Contract

All other notices required to be given under this contract shall be in writing and delivered to their respective authorized agent or mailed to the Party's post office address. Parties agree to notify the other of any change of mailing address.

G-210.2 Violation of Contract

- a. If Purchaser violates any provision of this contract, the Contract Administrator, by written notice, may suspend delivery of further loads of forest products. If the violation is capable of being remedied, the Purchaser has five (5) days after receipt of suspension notice to remedy the violation. If the violation cannot be remedied (such as violation of WAC 240-15-015) or Purchaser fails to remedy the violation within five (5) days after receipt of a suspension notice, the State may terminate the rights of the Purchaser under this contract and collect damages as described in the damages clause in this contract.
- b. The State has the right to remedy the breach in the absence of any indicated attempt by the 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 thirty (30) days of receipt of billing.
- c. If Purchaser's violation is a result of a failure to make payment to the State when due, in addition to (a.) above, interest shall accrue on the unpaid balance at 12 percent per annum, beginning the date payment was due. The State may secure payments from the security provided.

G-240.2 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 five business days.

- c. Within five business days of receipt of the Region Manager's decision, the Purchaser may make a written request for resolution to the Deputy Supervisor - Uplands of the Department of Natural Resources.
- d. Unless otherwise agreed, the Deputy Supervisor - Uplands will hold a conference within 15 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-252.2 Forest Excise Tax

Purchaser shall be responsible for payment of all forest excise taxes pursuant to chapter 84.33 RCW.

G-253.2 Harvesting Cost Information

The State agrees to supply all harvesting cost information to the Purchaser for their consideration in payment of forest excise taxes.

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-330.2 Contract Review

Purchaser may arrange with the Contract Administrator to review the provisions of this contract prior to the delivery of forest products.

Section P: Payments and Securities**P-010 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 the 'Payment for Forest Products' clause, 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-028.2 Payment for Forest Products Delivered

Purchaser agrees to pay the State for delivered forest products at the following rate:

\$0.00/MBF

\$250.00/MBF for incorrect species delivery*

\$20/mbf for Utility logs (Adjusted Gross).

Purchaser agrees to increase the above delivered payment rate as approved by the State in the event the location of delivery is changed per the G-026.2 clause.

Purchaser will not be billed for any delivered logs that are scaled as containing metal.

*When two or more log sorts from this project are delivered to the same destination, the species contained in them are not eligible for the species price reduction.

P-036.2 Missorts and Payment Reduction for Delivered Forest Products

Forest Products delivered that do not meet the sorting specifications in G-022.2 are considered mis-sorts. Purchaser receiving mis-sort Forest Products is required to pay the State at the bid price under this contract.

However, when mis-sorted Forest Products amount to more than 8% of the total delivered sort volume, Purchaser may request approval for payment reduction for delivered volume exceeding the mis-sort threshold.

Requests for payment reduction must be submitted to the State in writing prior to contract expiration. Eligibility for mis-sort payment reduction is subject to State approval and shall be determined by the State's delivered product analysis. Forest Products determined by the State eligible for mis-sort price reduction are not eligible for any other price adjustments.

Payment reduction for Forest Products deemed mis-sorted will be calculated as follows:

$$\text{Payment Reduction} = (B \times M) \times R$$

Where:

B = Bid rate from P-028.2 clause

M = Mis-sorted volume exceeding threshold excluding utility

R = Reduction factor*

0.2 for diameter mis-sort

0.3 for high quality mis-sort

*Logs eligible for payment reduction based on multiple reduction factors will be calculated at the higher payment reduction factor.

Third-party scaling organization information is required to determine Scribner mbf for payment reduction purposes. Value will be derived from the applicable sort value as described in this contract.

Scale information for determining mis-sort payment reduction eligibility must be obtained from roll-out scale. Truck-ramp, sample scaling, and/or bundle scaling information is not acceptable for determining eligibility.

Purchaser's exclusive remedy for mis-sorts shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code

P-037.2 Mismatch and Payment Reduction for Delivered Forest Products

Forest Products delivered that do not meet preferred log length specifications or multiples or combinations of preferred lengths and Forest Products delivered not meeting manufacturing standards as described in clause G-024.2 are considered mis-manufactured. Purchaser receiving mis-manufactured Forest Products is required to pay the State at the bid price under this contract.

However, when mis-manufactured Forest Products amount to more than 5% of the total delivered sort volume, Purchaser may request approval for payment reduction for delivered volume exceeding the mis-manufacture threshold.

Requests for payment reduction must be submitted to the State in writing prior to contract expiration. Eligibility for mis-manufacture payment reduction is subject to State approval and shall be determined by the State's delivered product analysis. Forest Products determined by the State eligible for mis-manufacture price reductions are not eligible for any other price adjustments.

Payment reduction for Forest Products deemed mis-manufactured will be calculated as follows:

$$\text{Payment Reduction} = (B \times M) \times (0.2)$$

Where:

B = Bid rate from P-028.2 clause

M = Mis-manufactured volume exceeding threshold excluding utility

Third-party scaling organization information is required to determine Scribner mbf for payment reduction purposes. Value will be derived from the applicable sort value as described in this contract.

Scale information for determining mis-manufacture payment reduction eligibility must be obtained from roll-out scale. Truck-ramp, sample scaling, and/or bundle scaling information is not acceptable for determining eligibility.

Purchaser's exclusive remedy for mis-manufacture shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code.

P-038.2 Average Log Length and Payment Reduction

If the average log length for all logs delivered under this contract is less than the average log length specified in the table in clause G-024.2, The amount of allowable payment reduction shall be calculated by multiplying the payment rate in P-028.2 by the total volume delivered, and the difference between the average length of logs delivered and the average log length specified in G-024.2, times 1% as follows:

$$\text{Log Length Payment Reduction} = (B \times V \times L) \times (.01)$$

Where:

B = Bid rate from P-028.2 clause

V = total delivered log Volume

L = Length in feet below specified average (rounded to nearest 1/10th)

Average log length payment reductions calculated by the Purchaser must be approved by the State, prior to payment for the final billing period.

Third-party scaling organization information is required to determine Scribner mbf and Average log length for payment reduction purposes. Average log length is determined on a piece count basis. Value of log length price reduction will be derived from the applicable sort value as described in this contract.

Scale information for determining Average log length for payment reduction eligibility must be obtained from roll-out scale. Truck-ramp, sample scaling, and/or bundle scaling information is not acceptable for determining eligibility.

Purchaser's exclusive remedy for below average log lengths shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code.

P-040.2 Weighing and Scaling Costs

Purchaser agrees to pay for all weighing costs for logs delivered regardless if logs are purchased on a weight or scale basis. In addition, Purchaser agrees to pay for all scaling costs for logs delivered on a scale basis. Purchaser also agrees to pay for all costs associated with the transmission and reporting of scale or weight data.

P-045.2 Guarantee of Payment

Prior to the delivery of forest products and at a date determined by the State, Purchaser shall guarantee payment to the State for products delivered by posting with the State an approved payment security. If the Purchaser has purchased more than one sort, the payment securities may be consolidated for all the sorts. Acceptable payment security includes cash, certificate of deposit assignment, payment bond, savings account assignment, or irrevocable bank letter of credit.

The amount of payment security shall be determined by the State. The amount of payment security shall represent at least 30 days value of forest product deliveries. Payment security for products delivered will be used to guarantee payment to the State for late or non-payments.

If at any time the State determines that the security has become unsatisfactory or a demand is made against the payment security, the Purchaser agrees to increase the amount or replace the security with one acceptable to the State within 5 business days. Failure to increase the amount or replace the security is considered a breach of contract.

P-050.2 Billing and Payment Procedure for Forest Products Delivered

The State will compute and forward to Purchaser a billing statement of charges for forest products delivered during the billing period at the delivered rate shown in P-028.2 clause. After receipt of the billing statement, Purchaser's payment must be received by the Department of Natural Resources on or before the due date shown on the billing statement. Purchaser agrees to make payment, payable to the Department of Natural Resources. Failure to pay on time for forest products delivered is considered a breach of contract.

Included with the billing statement will be a summary report for the billing period compiled by the State or their log and load reporting service.

The State will adjust final billings to account for any State approved payment reductions.

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.

Section L: Log Definitions and Accountability**L-010.2 Forest Products Conveyed**

Forest products conveyed are logs or parts of logs delivered meeting the sorting criteria defined by clause G-022.2 and manufacturing standards defined by clause G-024.2 of this contract

L-014.2 Sorts Delivered to Incorrect Destination

Purchaser has agreed to purchase the sort as described in the G-022.2 clause. In the event a load from a different sort is delivered to Purchaser, Purchaser may reject the load. If Purchaser receives an incorrectly delivered load, they shall notify the State within 24 hours. If the Purchaser accepts the load, provisions in the P-035.2 or P-036.2 clause may apply.

L-071.2 Log and Load Reporting Service

This contract may at the States discretion, require the services of a State approved third party log and load reporting service. Purchaser shall ensure log volume measurement, weight, or scale and weight data for each load is received by the log and load reporting service within 1 business day of logs being measured or weighed.

If during the term of this contract, the State discontinues use of the Log and Load Reporting Service, the State will notify the Purchaser in writing, and will approve an alternative log and load reporting process.

L-080 Scaling Rules

Determination of volume and grade of any forest products shall be conducted by a state approved third party scaling organization and in accordance with the Westside log scaling and grading rules and Scribner Volume Table, revised July 1, 1972, contained in the Northwest Log Rules Eastside and Westside Log Scaling Handbook (developed and produced by the Northwest Log Rules Advisory Group) and in effect on the date of confirmation of this contract.

Special scaling specifications shall be noted on the State's Brand Designation form which is hereby incorporated to this contract by reference.

L-110 State Approval of Log Scaling and Weighing Locations

Forest Product measurement and weighing facilities required by this contract must be approved by the State. Forest products sold under the contract which require log scaling shall be scaled, measured, or counted by a State approved third party log scaling organization. Forest products sold under the contract which require weighing shall be weighed at a location that meets Washington State Department of Agriculture approval.

Prior to forest products being hauled, the Contract Administrator must authorize in writing the use of State approved measurement and/or weighing facilities that are at or enroute to final destinations. Forest products from this sale shall be measured or weighed at facilities, which are currently approved for use by the State and are currently authorized for this sale. The State reserves the right to verify load volume and weights with State employees or contractors at the State's own expense. The State reserves the right to revoke the authorization of previously approved measurement locations.

Section D: Damages**D-010 Liquidated Damages**

The clauses in the DAMAGES section of this contract provide for payments by Purchaser to the State for certain breaches of the terms of this contract. These payments are agreed to as liquidated damages and not as penalties. They are reasonable estimates of anticipated harm to the State 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.

D-026.2 Damages for Delivery Interruptions and Load Non-Acceptance

- a. Purchaser's failure to accept delivery of forest products due to an extended delivery interruption exceeding the limits as described in the G-027.2 (c) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of \$1,000.00 per each day of breach, until breach is remedied.

- b. Unless Purchaser and the State have made a prior agreement in writing, Purchaser's failure to accept at least the number of delivered loads as described in the G-027.2 (d) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of \$200 per each truck delivery not accepted, until breach is remedied.

D-027.2 Failure to Accept Forest Products Sold

Purchaser's failure to accept all or part of the forest products sold in this agreement prior to expiration or completion of the contract results in substantial injury to the State. Except for reasons other than 'Force Majeure' (G-056.2), either section a. or b. below will apply as determined by the State.

- a. When Purchaser's refusal to accept forest products does not prevent further harvesting operations, or forest products can be re-sold to another buyer acceptable to the State, Purchaser shall be liable for and pay State for actual damages plus costs, as determined by the State associated with the administration and re-sale of forest products not accepted by Purchaser under the terms of this contract.
- b. When Purchaser's refusal to accept forest products causes a stoppage of the State's harvesting operations and prevents the State from further harvest of the sale area, the actual damage to the State and associated costs are difficult to assess. The remaining value of all the forest products left in the sale area once the stoppage occurs is not readily ascertainable. Purchaser's failure to perform disrupts the State's management plans. Therefore, Purchaser agrees to pay the State as liquidated damages, a sum calculated using the following formula:

$$LD = (.35V - I) + C + A - P$$

Where:

LD = Liquidated Damages

V = The stumpage value remaining in the sale area at the date of work stoppage. This will be determined by multiplying the contract bid rate contained in the P-028.2 clause for all sorts originating in the sale area, by the State's estimate of the remaining volume, less the cost of harvesting and delivery associated with each sort.

I = Initial Deposit

C = Costs associated with required harvesting services and road construction services prior to work stoppage but not amortized or paid.

A = Administrative fee = \$2,500.00

P = Advance payments received exceeding the value of logs delivered under this contract.

The above formula reflects the Purchaser's forfeiture of the initial deposit in accordance with clause P-010 by deducting the initial deposit from the amount owed. In no event shall the liquidated damages be less than zero. Interest on the liquidated

damage is owed from the date of the work stoppage until final payment, calculated using the following formula:

$$\text{Interest} = r \times \text{LD} \times N$$

Where:

r = daily equivalent of an annual interest at current interest rate as established by WAC 332-100-030.

N = Number of days from work stoppage to time of payment

D-030.2 Inadequate Log Accountability

Failure to provide weighing and third party scaling information result in substantial injury to the State. The potential loss of accountability is not readily ascertainable. These contractual breaches result in an increase in the potential for the delivery of forest products for which the State receives inadequate payment and causes an increase in the State's administration costs associated with this contract. The actual costs of these breaches are difficult to assess.

For these reasons, Purchaser's payments for forest product delivery under this contract will be increased in the following amounts, as liquidated damages, to compensate the State for these breaches: \$250.00 each time a load weight is not provided as required by the contract, and \$250.00 each time load scale data is not determined and provided by a State approved third party scaling organization in accordance with this contract.

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

William Wells

Print Name

Olympic Region Manager

Date: _____

Date: _____

Address: _____

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 _____

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

LOG SALE AND PURCHASE CONTRACT

AGREEMENT NO. 30-0106411

SALE NAME: PISTOL PETE SORT 04

**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-001.2 Definitions

The following definitions apply throughout this contract;

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

Contractor: State-selected harvester responsible to perform all duties as required by the Harvesting Services Contract, including but not limited to timber harvesting, road construction, debris removal and piling, hauling and delivery of forest products for weighing and/or scaling, to the Purchasers of the timber sales Sorts.

Delivery: Occurs when logs or forest products meeting the sorting specifications arrive at the Purchasers destination, as described in the contract.

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

Harvesting: A general term, referring to the Contractor's various obligations under the Harvesting Services Contract.

Harvesting Services Contract: Contract between the Contractor and the State, which sets forth the procedures and obligations of the Contractor for completing the harvesting of timber, and the delivery of various log sorts to the State’s purchasers, and the payment obligations of the State, The Harvesting Services Contract will include a Road Plan for any road construction or reconstruction, where applicable.

Log Sale and Purchase Contract: Purchase Agreement between the State and Purchaser(s) of particular log sorts from the timber sale.

Purchaser: The company or individual that has entered into a Log Sale Contract with the State for individual log sorts from the timber sale area. The Contractor must deliver the designated log sorts to this company or individual. Contractor will likely be delivering different log sorts to different purchasers under the Harvesting Services Contract.

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.

G-010.2 Products Sold and Sale Area

Purchaser was the successful bidder on July 24, 2024 and sale was confirmed on _____. The State, as owner, agrees to sell and deliver to the Purchaser logs meeting the log sort specifications as described in the G-022.2 clause. Logs will be delivered from the PISTOL PETE SORTS Timber Sale described as parts of Section 1 in Township 29 North, Range 5 West, Sections 31 all in Township 30 North, Range 4 West, Sections 23, 24, and 36 all in Township 30 North, Range 5 West W.M., in Clallam County.

G-022.2 Sorting Specifications

Purchaser shall accept and pay for delivery of log sorts by a state selected contractor to the designated Purchaser location that meets the following specifications:

Agreement No.	Sort #	Description	Destination
106411	4	DF Sawlog 20" + dib	

G-024.2 Manufacturing Standards

All forest products except poles, produced and sold under this contract will be manufactured to maximize the amount of logs meeting preferred log lengths and to achieve the average log length listed.

Agreement No.	Sort #	Scaling Rule
106411	04	WS

Average Log Length	Preferred Log Lengths
28	

"WS" indicates that west side scaling rules apply. Minimum trim is 8 inches per scaling segment for west side scaling rules. "ES" indicates that east side scaling rules apply. Minimum trim is 4 inches per scaling segment for east side scaling rules.

Poles produced under this contract will be manufactured to ANSI specifications (American National Standard Specifications and Dimensions for Wood Poles), in force at the time of signing this contract.

- a. Sweep will be limited to within the bole of the log as measured using a tape stretched between the centers of each end of the log.
- b. Logs approved by the state for peelers shall be chuckable with no more than a 2 inch diameter area of rot within a 5 inch diameter circle located at the center of either end of the log.
- c. Limbs and knots shall be cut flush, with no more than 15 percent of a log having limbs or knots over 2 inches in diameter extending more than 2 inches above the surface of the log.

G-026.2 Log Delivery Destination

Purchaser shall accept logs delivered to the destination as described in the G-022.2 clause. Purchaser may make a written request to the State for a change in log delivery destination or scaling or weighing location. If agreeable and in the best interest of the State, the State may approve the Purchaser's request. Written approval must be granted by the State prior to log delivery to a new destination or use of a new scaling or weighing facility.

Increased haul distance shall result in an increase in the P-028.2 log delivery payment rate in an amount to be calculated by the State. In no circumstance shall the payment

rate for delivered logs be reduced as a result of a state approved delivery destination or scaling or weighing facility change.

Purchaser may refuse loads delivered to the wrong destination.

G-027.2 Log Delivery Schedule and Conditions

- a. Delivery hours - Purchaser agrees to accept logs from the Contractor at the Purchaser's delivery location during Purchaser's working hours or at least between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except legal holidays unless otherwise agreed upon by the State.
- b. Improperly loaded trucks - It is understood and agreed that the Purchaser incurs no obligation to accept improperly or illegally loaded trucks in its facility. Any truck so loaded may be directed to vacate the yard and shall remain the responsibility of the harvesting contractor. The Purchaser shall notify the State within 24 hours of any load (s) rejected and specify the reasons why.
- c. Log Delivery Interruptions - Purchaser may schedule times in which delivery of logs will not be accepted. The Purchaser shall notify the Contract Administrator at least five (5) working days before the scheduled interruption or closure occurs. The duration of the log delivery interruption shall not exceed seven (7) consecutive working days or a total of ten (10) working days over the duration of the contract term. If Purchaser's scheduled delivery interruption exceeds contract requirements and causes the State harm, Purchaser will be in breach of contract and subject to liquidated damages as per the D-026.2 and D-027.2 clauses, unless Purchaser and the State have made a prior agreement in writing to mitigate potential harm to the State.
- d. Required Acceptance of Daily Load Deliveries and Notification - If the State is harmed by purchaser's refusal to accept up to 10 truck deliveries of any one sort per day, Purchaser will be in breach of contract and subject to damages as per the D-026.2 and D-027.2 clauses. A truck delivery is all the wood delivered including sorts on super trucks, mule trains and pups brought to the delivery point by a single truck. The Purchaser shall notify the Contract Administrator at least 48 hours in advance if:
 1. Purchaser intends to limit the number of truck deliveries accepted on any day to less than that listed above, or
 2. Purchaser intends to limit the number of truck deliveries accepted on any day to the number listed above.
- e. State Notification to Purchaser - The State will notify the Purchaser when it anticipates or schedules an interruption of deliveries and when it anticipates the number of truck deliveries on any day will exceed the number listed above.

- f. If payments are not received or, the State determines that the payment security has become unsatisfactory or, a demand is made against the payment security under the P-045.2 clause the State shall suspend deliveries until such time as the violation has been remedied. Any suspension of deliveries due to late payment or inadequate payment security will be considered a Log Delivery Interruption under (c) of this clause.

G-030.2 Contract Term and Expiration Date

Purchaser agrees to accept and pay for forest products delivered through the period ending March 14, 2025.

G-054.2 Early Contract Termination

The State may terminate this contract in whole or in part by giving fifteen (15) days written notice to the Purchaser when it is in the best interests of the State. If this contract is so terminated, the State shall be liable only for the return of that portion of the initial deposit that is not required for payment, and the return of unapplied payments. The State shall not be liable for damages, whether direct or consequential.

G-056.2 Force Majeure

No Party shall be liable for any failure to perform its obligations, other than payments due, where such failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, or other natural disaster), war, act of foreign enemies, hostilities (whether war is declared or not), terrorist activities, government sanction, fire, labor dispute, strike or lockout.

Any Party asserting Force Majeure as an excuse shall have the burden of proving that reasonable steps were taken (under the circumstances) to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other Party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

In the event of Force Majeure, the State reserves the right to terminate this agreement in accordance with clause G-054.2 'Early Contract Termination'.

G-060.2 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 to be harvested or 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 VOLUME, WEIGHT, QUANTITY, OR QUALITY, of the forest products to be harvested. The descriptions of the forest products to be conveyed, are estimates only, made solely for administrative and identification purposes. The timing of forest product deliveries.
- d. Items contained in any other documents prepared for or by the State.

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-070.2 Limitation on Damage

In the event of a breach of any provision of this contract by the State, the liability of the State shall be limited to return of the unused initial deposit and unapplied payments to the Purchaser. The State shall not be liable for any damages, whether direct, incidental, or consequential.

G-112.2 Title

The State hereby warrants that State is the owner of said logs and has the right to sell same, free of liens, encumbrances, or claims, but subject to trade restrictions promulgated in WAC 240-15-015. Purchaser assumes title and all risk and responsibility for said logs upon delivery.

G-116.2 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.

G-160.2 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 logs conveyed beyond the terms of this contract.

The Purchaser agrees to notify the State in writing of their authorized representative at the log delivery destination who will be readily available and who shall be authorized to receive, on behalf of the Purchaser any instructions or notices given by the State in regard to performance under this contract, and any limits to this person's authority.

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-200.2 Notice

Notices required to be given under the following clauses shall be in writing and shall be delivered to the State or Purchaser's authorized agent or sent by certified mail to the Purchaser's address of record, so that their receipt may be acknowledged.

G-026.2 Log Delivery Destination

G-027.2 Log Delivery and Schedule Conditions

G-210.2 Violation of Contract

All other notices required to be given under this contract shall be in writing and delivered to their respective authorized agent or mailed to the Party's post office address. Parties agree to notify the other of any change of mailing address.

G-210.2 Violation of Contract

- a. If Purchaser violates any provision of this contract, the Contract Administrator, by written notice, may suspend delivery of further loads of forest products. If the violation is capable of being remedied, the Purchaser has five (5) days after receipt of suspension notice to remedy the violation. If the violation cannot be remedied (such as violation of WAC 240-15-015) or Purchaser fails to remedy the violation within five (5) days after receipt of a suspension notice, the State may terminate the rights of the Purchaser under this contract and collect damages as described in the damages clause in this contract.
- b. The State has the right to remedy the breach in the absence of any indicated attempt by the 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 thirty (30) days of receipt of billing.
- c. If Purchaser's violation is a result of a failure to make payment to the State when due, in addition to (a.) above, interest shall accrue on the unpaid balance at 12 percent per annum, beginning the date payment was due. The State may secure payments from the security provided.

G-240.2 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 five business days.
- c. Within five business days of receipt of the Region Manager's decision, the Purchaser may make a written request for resolution to the Deputy Supervisor - Uplands of the Department of Natural Resources.
- d. Unless otherwise agreed, the Deputy Supervisor - Uplands will hold a conference within 15 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-252.2 Forest Excise Tax

Purchaser shall be responsible for payment of all forest excise taxes pursuant to chapter 84.33 RCW.

G-253.2 Harvesting Cost Information

The State agrees to supply all harvesting cost information to the Purchaser for their consideration in payment of forest excise taxes.

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-330.2 Contract Review

Purchaser may arrange with the Contract Administrator to review the provisions of this contract prior to the delivery of forest products.

Section P: Payments and Securities

P-010 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 the 'Payment for Forest Products' clause, 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-028.2 Payment for Forest Products Delivered

Purchaser agrees to pay the State for delivered forest products at the following rate:

\$0.00/MBF

\$250.00/MBF for incorrect species delivery*

\$20/mbf for Utility logs (Adjusted Gross).

Purchaser agrees to increase the above delivered payment rate as approved by the State in the event the location of delivery is changed per the G-026.2 clause.

Purchaser will not be billed for any delivered logs that are scaled as containing metal.

*When two or more log sorts from this project are delivered to the same destination, the species contained in them are not eligible for the species price reduction.

P-036.2 Missorts and Payment Reduction for Delivered Forest Products

Forest Products delivered that do not meet the sorting specifications in G-022.2 are considered mis-sorts. Purchaser receiving mis-sort Forest Products is required to pay the State at the bid price under this contract.

However, when mis-sorted Forest Products amount to more than 8% of the total delivered sort volume, Purchaser may request approval for payment reduction for delivered volume exceeding the mis-sort threshold.

Requests for payment reduction must be submitted to the State in writing prior to contract expiration. Eligibility for mis-sort payment reduction is subject to State approval and shall be determined by the State's delivered product analysis. Forest Products determined by the State eligible for mis-sort price reduction are not eligible for any other price adjustments.

Payment reduction for Forest Products deemed mis-sorted will be calculated as follows:

$$\text{Payment Reduction} = (B \times M) \times R$$

Where:

B = Bid rate from P-028.2 clause

M = Mis-sorted volume exceeding threshold excluding utility

R = Reduction factor*

0.2 for diameter mis-sort

0.3 for high quality mis-sort

*Logs eligible for payment reduction based on multiple reduction factors will be calculated at the higher payment reduction factor.

Third-party scaling organization information is required to determine Scribner mbf for payment reduction purposes. Value will be derived from the applicable sort value as described in this contract.

Scale information for determining mis-sort payment reduction eligibility must be obtained from roll-out scale. Truck-ramp, sample scaling, and/or bundle scaling information is not acceptable for determining eligibility.

Purchaser's exclusive remedy for mis-sorts shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code

P-037.2 Mismatch and Payment Reduction for Delivered Forest Products

Forest Products delivered that do not meet preferred log length specifications or multiples or combinations of preferred lengths and Forest Products delivered not meeting manufacturing standards as described in clause G-024.2 are considered mis-manufactured. Purchaser receiving mis-manufactured Forest Products is required to pay the State at the bid price under this contract.

However, when mis-manufactured Forest Products amount to more than 5% of the total delivered sort volume, Purchaser may request approval for payment reduction for delivered volume exceeding the mis-manufacture threshold.

Requests for payment reduction must be submitted to the State in writing prior to contract expiration. Eligibility for mis-manufacture payment reduction is subject to State approval and shall be determined by the State's delivered product analysis. Forest Products determined by the State eligible for mis-manufacture price reductions are not eligible for any other price adjustments.

Payment reduction for Forest Products deemed mis-manufactured will be calculated as follows:

$$\text{Payment Reduction} = (B \times M) \times (0.2)$$

Where:

B = Bid rate from P-028.2 clause

M = Mis-manufactured volume exceeding threshold excluding utility

Third-party scaling organization information is required to determine Scribner mbf for payment reduction purposes. Value will be derived from the applicable sort value as described in this contract.

Scale information for determining mis-manufacture payment reduction eligibility must be obtained from roll-out scale. Truck-ramp, sample scaling, and/or bundle scaling information is not acceptable for determining eligibility.

Purchaser's exclusive remedy for mis-manufacture shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code.

P-038.2 Average Log Length and Payment Reduction

If the average log length for all logs delivered under this contract is less than the average log length specified in the table in clause G-024.2, The amount of allowable payment reduction shall be calculated by multiplying the payment rate in P-028.2 by the total volume delivered, and the difference between the average length of logs delivered and the average log length specified in G-024.2, times 1% as follows:

$$\text{Log Length Payment Reduction} = (B \times V \times L) \times (.01)$$

Where:

B = Bid rate from P-028.2 clause

V = total delivered log Volume

L = Length in feet below specified average (rounded to nearest 1/10th)

Average log length payment reductions calculated by the Purchaser must be approved by the State, prior to payment for the final billing period.

Third-party scaling organization information is required to determine Scribner mbf and Average log length for payment reduction purposes. Average log length is determined on a piece count basis. Value of log length price reduction will be derived from the applicable sort value as described in this contract.

Scale information for determining Average log length for payment reduction eligibility must be obtained from roll-out scale. Truck-ramp, sample scaling, and/or bundle scaling information is not acceptable for determining eligibility.

Purchaser's exclusive remedy for below average log lengths shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code.

P-040.2 Weighing and Scaling Costs

Purchaser agrees to pay for all weighing costs for logs delivered regardless if logs are purchased on a weight or scale basis. In addition, Purchaser agrees to pay for all scaling costs for logs delivered on a scale basis. Purchaser also agrees to pay for all costs associated with the transmission and reporting of scale or weight data.

P-045.2 Guarantee of Payment

Prior to the delivery of forest products and at a date determined by the State, Purchaser shall guarantee payment to the State for products delivered by posting with the State an approved payment security. If the Purchaser has purchased more than one sort, the payment securities may be consolidated for all the sorts. Acceptable payment security includes cash, certificate of deposit assignment, payment bond, savings account assignment, or irrevocable bank letter of credit.

The amount of payment security shall be determined by the State. The amount of payment security shall represent at least 30 days value of forest product deliveries. Payment security for products delivered will be used to guarantee payment to the State for late or non-payments.

If at any time the State determines that the security has become unsatisfactory or a demand is made against the payment security, the Purchaser agrees to increase the amount or replace the security with one acceptable to the State within 5 business days. Failure to increase the amount or replace the security is considered a breach of contract.

P-050.2 Billing and Payment Procedure for Forest Products Delivered

The State will compute and forward to Purchaser a billing statement of charges for forest products delivered during the billing period at the delivered rate shown in P-028.2 clause. After receipt of the billing statement, Purchaser's payment must be received by the Department of Natural Resources on or before the due date shown on the billing statement. Purchaser agrees to make payment, payable to the Department of Natural Resources. Failure to pay on time for forest products delivered is considered a breach of contract.

Included with the billing statement will be a summary report for the billing period compiled by the State or their log and load reporting service.

The State will adjust final billings to account for any State approved payment reductions.

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.

Section L: Log Definitions and Accountability

L-010.2 Forest Products Conveyed

Forest products conveyed are logs or parts of logs delivered meeting the sorting criteria defined by clause G-022.2 and manufacturing standards defined by clause G-024.2 of this contract

L-014.2 Sorts Delivered to Incorrect Destination

Purchaser has agreed to purchase the sort as described in the G-022.2 clause. In the event a load from a different sort is delivered to Purchaser, Purchaser may reject the load. If Purchaser receives an incorrectly delivered load, they shall notify the State within 24 hours. If the Purchaser accepts the load, provisions in the P-035.2 or P-036.2 clause may apply.

L-071.2 Log and Load Reporting Service

This contract may at the States discretion, require the services of a State approved third party log and load reporting service. Purchaser shall ensure log volume measurement,

weight, or scale and weight data for each load is received by the log and load reporting service within 1 business day of logs being measured or weighed.

If during the term of this contract, the State discontinues use of the Log and Load Reporting Service, the State will notify the Purchaser in writing, and will approve an alternative log and load reporting process.

L-080 Scaling Rules

Determination of volume and grade of any forest products shall be conducted by a state approved third party scaling organization and in accordance with the Westside log scaling and grading rules and Scribner Volume Table, revised July 1, 1972, contained in the Northwest Log Rules Eastside and Westside Log Scaling Handbook (developed and produced by the Northwest Log Rules Advisory Group) and in effect on the date of confirmation of this contract.

Special scaling specifications shall be noted on the State's Brand Designation form which is hereby incorporated to this contract by reference.

L-110 State Approval of Log Scaling and Weighing Locations

Forest Product measurement and weighing facilities required by this contract must be approved by the State. Forest products sold under the contract which require log scaling shall be scaled, measured, or counted by a State approved third party log scaling organization. Forest products sold under the contract which require weighing shall be weighed at a location that meets Washington State Department of Agriculture approval.

Prior to forest products being hauled, the Contract Administrator must authorize in writing the use of State approved measurement and/or weighing facilities that are at or enroute to final destinations. Forest products from this sale shall be measured or weighed at facilities, which are currently approved for use by the State and are currently authorized for this sale. The State reserves the right to verify load volume and weights with State employees or contractors at the State's own expense. The State reserves the right to revoke the authorization of previously approved measurement locations.

Section D: Damages

D-010 Liquidated Damages

The clauses in the DAMAGES section of this contract provide for payments by Purchaser to the State for certain breaches of the terms of this contract. These payments are agreed to as liquidated damages and not as penalties. They are reasonable estimates of anticipated harm to the State 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.

D-026.2 Damages for Delivery Interruptions and Load Non-Acceptance

- a. Purchaser's failure to accept delivery of forest products due to an extended delivery interruption exceeding the limits as described in the G-027.2 (c) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of \$1,000.00 per each day of breach, until breach is remedied.
- b. Unless Purchaser and the State have made a prior agreement in writing, Purchaser's failure to accept at least the number of delivered loads as described in the G-027.2 (d) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of \$200 per each truck delivery not accepted, until breach is remedied.

D-027.2 Failure to Accept Forest Products Sold

Purchaser's failure to accept all or part of the forest products sold in this agreement prior to expiration or completion of the contract results in substantial injury to the State. Except for reasons other than 'Force Majeure' (G-056.2), either section a. or b. below will apply as determined by the State.

- a. When Purchaser's refusal to accept forest products does not prevent further harvesting operations, or forest products can be re-sold to another buyer acceptable to the State, Purchaser shall be liable for and pay State for actual damages plus costs, as determined by the State associated with the administration and re-sale of forest products not accepted by Purchaser under the terms of this contract.
- b. When Purchaser's refusal to accept forest products causes a stoppage of the State's harvesting operations and prevents the State from further harvest of the sale area, the actual damage to the State and associated costs are difficult to assess. The remaining value of all the forest products left in the sale area once the stoppage occurs is not readily ascertainable. Purchaser's failure to perform disrupts the State's management plans. Therefore, Purchaser agrees to pay the State as liquidated damages, a sum calculated using the following formula:

$$LD = (.35V-I) + C + A - P$$

Where:

LD = Liquidated Damages

V = The stumpage value remaining in the sale area at the date of work stoppage. This will be determined by multiplying the contract bid rate contained in the P-028.2 clause for all sorts originating in the sale area, by the State's estimate of the remaining volume, less the cost of harvesting and delivery associated with each sort.

I = Initial Deposit

C = Costs associated with required harvesting services and road construction services prior to work stoppage but not amortized or paid.

A = Administrative fee = \$2,500.00
P = Advance payments received exceeding the value of logs delivered under this contract.

The above formula reflects the Purchaser's forfeiture of the initial deposit in accordance with clause P-010 by deducting the initial deposit from the amount owed. In no event shall the liquidated damages be less than zero. Interest on the liquidated damage is owed from the date of the work stoppage until final payment, calculated using the following formula:

Interest = $r \times LD \times N$

Where:

r = daily equivalent of an annual interest at current interest rate as established by WAC 332-100-030.

N = Number of days from work stoppage to time of payment

D-030.2 Inadequate Log Accountability

Failure to provide weighing and third party scaling information result in substantial injury to the State. The potential loss of accountability is not readily ascertainable. These contractual breaches result in an increase in the potential for the delivery of forest products for which the State receives inadequate payment and causes an increase in the State's administration costs associated with this contract. The actual costs of these breaches are difficult to assess.

For these reasons, Purchaser's payments for forest product delivery under this contract will be increased in the following amounts, as liquidated damages, to compensate the State for these breaches: \$250.00 each time a load weight is not provided as required by the contract, and \$250.00 each time load scale data is not determined and provided by a State approved third party scaling organization in accordance with this contract.

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

William Wells

Print Name

Olympic Region Manager

Date: _____

Date: _____

Address: _____

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 _____

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

LOG SALE AND PURCHASE CONTRACT

AGREEMENT NO. 30-0106412

SALE NAME: PISTOL PETE SORT 05

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-001.2 Definitions

The following definitions apply throughout this contract;

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

Contractor: State-selected harvester responsible to perform all duties as required by the Harvesting Services Contract, including but not limited to timber harvesting, road construction, debris removal and piling, hauling and delivery of forest products for weighing and/or scaling, to the Purchasers of the timber sales Sorts.

Delivery: Occurs when logs or forest products meeting the sorting specifications arrive at the Purchasers destination, as described in the contract.

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

Harvesting: A general term, referring to the Contractor's various obligations under the Harvesting Services Contract.

Harvesting Services Contract: Contract between the Contractor and the State, which sets forth the procedures and obligations of the Contractor for completing the harvesting of timber, and the delivery of various log sorts to the State’s purchasers, and the payment obligations of the State, The Harvesting Services Contract will include a Road Plan for any road construction or reconstruction, where applicable.

Log Sale and Purchase Contract: Purchase Agreement between the State and Purchaser(s) of particular log sorts from the timber sale.

Purchaser: The company or individual that has entered into a Log Sale Contract with the State for individual log sorts from the timber sale area. The Contractor must deliver the designated log sorts to this company or individual. Contractor will likely be delivering different log sorts to different purchasers under the Harvesting Services Contract.

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.

G-010.2 Products Sold and Sale Area

Purchaser was the successful bidder on July 24, 2024 and sale was confirmed on _____. The State, as owner, agrees to sell and deliver to the Purchaser logs meeting the log sort specifications as described in the G-022.2 clause. Logs will be delivered from the PISTOL PETE SORTS Timber Sale described as parts of Section 1 in Township 29 North, Range 5 West, Section 31 in Township 30 North, Range 4 West, Sections 23, 24, and 36 all in Township 30 North, Range 5 West W.M., in Clallam County.

G-022.2 Sorting Specifications

Purchaser shall accept and pay for delivery of log sorts by a state selected contractor to the designated Purchaser location that meets the following specifications:

Agreement No.	Sort #	Description	Destination
106412	5	RC Camprun 5" + dib	

G-024.2 Manufacturing Standards

All forest products except poles, produced and sold under this contract will be manufactured to maximize the amount of logs meeting preferred log lengths and to achieve the average log length listed.

Agreement No.	Sort #	Scaling Rule
106412	05	WS

Average Log Length	Preferred Log Lengths
26	

"WS" indicates that west side scaling rules apply. Minimum trim is 8 inches per scaling segment for west side scaling rules. "ES" indicates that east side scaling rules apply. Minimum trim is 4 inches per scaling segment for east side scaling rules.

Poles produced under this contract will be manufactured to ANSI specifications (American National Standard Specifications and Dimensions for Wood Poles), in force at the time of signing this contract.

- a. Sweep will be limited to within the bole of the log as measured using a tape stretched between the centers of each end of the log.
- b. Logs approved by the state for peelers shall be chuckable with no more than a 2 inch diameter area of rot within a 5 inch diameter circle located at the center of either end of the log.
- c. Limbs and knots shall be cut flush, with no more than 15 percent of a log having limbs or knots over 2 inches in diameter extending more than 2 inches above the surface of the log.

G-026.2 Log Delivery Destination

Purchaser shall accept logs delivered to the destination as described in the G-022.2 clause. Purchaser may make a written request to the State for a change in log delivery destination or scaling or weighing location. If agreeable and in the best interest of the State, the State may approve the Purchaser's request. Written approval must be granted by the State prior to log delivery to a new destination or use of a new scaling or weighing facility.

Increased haul distance shall result in an increase in the P-028.2 log delivery payment rate in an amount to be calculated by the State. In no circumstance shall the payment rate for delivered logs be reduced as a result of a state approved delivery destination or scaling or weighing facility change.

Purchaser may refuse loads delivered to the wrong destination.

G-027.2 Log Delivery Schedule and Conditions

- a. Delivery hours - Purchaser agrees to accept logs from the Contractor at the Purchaser's delivery location during Purchaser's working hours or at least between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except legal holidays unless otherwise agreed upon by the State.

- b. Improperly loaded trucks - It is understood and agreed that the Purchaser incurs no obligation to accept improperly or illegally loaded trucks in its facility. Any truck so loaded may be directed to vacate the yard and shall remain the responsibility of the harvesting contractor. The Purchaser shall notify the State within 24 hours of any load (s) rejected and specify the reasons why.
- c. Log Delivery Interruptions - Purchaser may schedule times in which delivery of logs will not be accepted. The Purchaser shall notify the Contract Administrator at least five (5) working days before the scheduled interruption or closure occurs. The duration of the log delivery interruption shall not exceed seven (7) consecutive working days or a total of ten (10) working days over the duration of the contract term. If Purchaser's scheduled delivery interruption exceeds contract requirements and causes the State harm, Purchaser will be in breach of contract and subject to liquidated damages as per the D-026.2 and D-027.2 clauses, unless Purchaser and the State have made a prior agreement in writing to mitigate potential harm to the State.
- d. Required Acceptance of Daily Load Deliveries and Notification - If the State is harmed by purchaser's refusal to accept up to 10 truck deliveries of any one sort per day, Purchaser will be in breach of contract and subject to damages as per the D-026.2 and D-027.2 clauses. A truck delivery is all the wood delivered including sorts on super trucks, mule trains and pups brought to the delivery point by a single truck. The Purchaser shall notify the Contract Administrator at least 48 hours in advance if:
 - 1. Purchaser intends to limit the number of truck deliveries accepted on any day to less than that listed above, or
 - 2. Purchaser intends to limit the number of truck deliveries accepted on any day to the number listed above.
- e. State Notification to Purchaser - The State will notify the Purchaser when it anticipates or schedules an interruption of deliveries and when it anticipates the number of truck deliveries on any day will exceed the number listed above.
- f. If payments are not received or, the State determines that the payment security has become unsatisfactory or, a demand is made against the payment security under the P-045.2 clause the State shall suspend deliveries until such time as the violation has been remedied. Any suspension of deliveries due to late payment or inadequate payment security will be considered a Log Delivery Interruption under (c) of this clause.

G-030.2 Contract Term and Expiration Date

Purchaser agrees to accept and pay for forest products delivered through the period ending March 14, 2025.

G-054.2 Early Contract Termination

The State may terminate this contract in whole or in part by giving fifteen (15) days written notice to the Purchaser when it is in the best interests of the State. If this contract is so terminated, the State shall be liable only for the return of that portion of the initial deposit that is not required for payment, and the return of unapplied payments. The State shall not be liable for damages, whether direct or consequential.

G-056.2 Force Majeure

No Party shall be liable for any failure to perform its obligations, other than payments due, where such failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, or other natural disaster), war, act of foreign enemies, hostilities (whether war is declared or not), terrorist activities, government sanction, fire, labor dispute, strike or lockout.

Any Party asserting Force Majeure as an excuse shall have the burden of proving that reasonable steps were taken (under the circumstances) to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other Party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

In the event of Force Majeure, the State reserves the right to terminate this agreement in accordance with clause G-054.2 'Early Contract Termination'.

G-060.2 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 to be harvested or 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 VOLUME, WEIGHT, QUANTITY, OR QUALITY, of the forest products to be harvested. The descriptions of the forest products to be conveyed, are estimates only, made solely for administrative and identification purposes. The timing of forest product deliveries.
- d. Items contained in any other documents prepared for or by the State.

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-070.2 Limitation on Damage

In the event of a breach of any provision of this contract by the State, the liability of the State shall be limited to return of the unused initial deposit and unapplied payments to the Purchaser. The State shall not be liable for any damages, whether direct, incidental, or consequential.

G-112.2 Title

The State hereby warrants that State is the owner of said logs and has the right to sell same, free of liens, encumbrances, or claims, but subject to trade restrictions promulgated in WAC 240-15-015. Purchaser assumes title and all risk and responsibility for said logs upon delivery.

G-116.2 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.

G-160.2 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 logs conveyed beyond the terms of this contract.

The Purchaser agrees to notify the State in writing of their authorized representative at the log delivery destination who will be readily available and who shall be authorized to receive, on behalf of the Purchaser any instructions or notices given by the State in regard to performance under this contract, and any limits to this person's authority.

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-200.2 Notice

Notices required to be given under the following clauses shall be in writing and shall be delivered to the State or Purchaser's authorized agent or sent by certified mail to the Purchaser's address of record, so that their receipt may be acknowledged.

- G-026.2 Log Delivery Destination
- G-027.2 Log Delivery and Schedule Conditions
- G-210.2 Violation of Contract

All other notices required to be given under this contract shall be in writing and delivered to their respective authorized agent or mailed to the Party's post office address. Parties agree to notify the other of any change of mailing address.

G-210.2 Violation of Contract

- a. If Purchaser violates any provision of this contract, the Contract Administrator, by written notice, may suspend delivery of further loads of forest products. If the violation is capable of being remedied, the Purchaser has five (5) days after receipt of suspension notice to remedy the violation. If the violation cannot be remedied (such as violation of WAC 240-15-015) or Purchaser fails to remedy the violation within five (5) days after receipt of a suspension notice, the State may terminate the rights of the Purchaser under this contract and collect damages as described in the damages clause in this contract.
- b. The State has the right to remedy the breach in the absence of any indicated attempt by the 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 thirty (30) days of receipt of billing.
- c. If Purchaser's violation is a result of a failure to make payment to the State when due, in addition to (a.) above, interest shall accrue on the unpaid balance at 12 percent per annum, beginning the date payment was due. The State may secure payments from the security provided.

G-240.2 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 five business days.

- c. Within five business days of receipt of the Region Manager's decision, the Purchaser may make a written request for resolution to the Deputy Supervisor - Uplands of the Department of Natural Resources.
- d. Unless otherwise agreed, the Deputy Supervisor - Uplands will hold a conference within 15 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-252.2 Forest Excise Tax

Purchaser shall be responsible for payment of all forest excise taxes pursuant to chapter 84.33 RCW.

G-253.2 Harvesting Cost Information

The State agrees to supply all harvesting cost information to the Purchaser for their consideration in payment of forest excise taxes.

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-330.2 Contract Review

Purchaser may arrange with the Contract Administrator to review the provisions of this contract prior to the delivery of forest products.

Section P: Payments and Securities

P-010 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 the 'Payment for Forest Products' clause, 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-028.2 Payment for Forest Products Delivered

Purchaser agrees to pay the State for delivered forest products at the following rate:

\$0.00/MBF

\$250.00/MBF for incorrect species delivery*

\$20/mbf for Utility logs (Adjusted Gross).

Purchaser agrees to increase the above delivered payment rate as approved by the State in the event the location of delivery is changed per the G-026.2 clause.

Purchaser will not be billed for any delivered logs that are scaled as containing metal.

*When two or more log sorts from this project are delivered to the same destination, the species contained in them are not eligible for the species price reduction.

P-036.2 Missorts and Payment Reduction for Delivered Forest Products

Forest Products delivered that do not meet the sorting specifications in G-022.2 are considered mis-sorts. Purchaser receiving mis-sort Forest Products is required to pay the State at the bid price under this contract.

However, when mis-sorted Forest Products amount to more than 5% of the total delivered sort volume, Purchaser may request approval for payment reduction for delivered volume exceeding the mis-sort threshold.

Requests for payment reduction must be submitted to the State in writing prior to contract expiration. Eligibility for mis-sort payment reduction is subject to State approval and shall be determined by the State's delivered product analysis. Forest Products determined by the State eligible for mis-sort price reduction are not eligible for any other price adjustments.

Payment reduction for Forest Products deemed mis-sorted will be calculated as follows:

$$\text{Payment Reduction} = (B \times M) \times R$$

Where:

B = Bid rate from P-028.2 clause

M = Mis-sorted volume exceeding threshold excluding utility

R = Reduction factor*

0.2 for diameter mis-sort

0.3 for high quality mis-sort

*Logs eligible for payment reduction based on multiple reduction factors will be calculated at the higher payment reduction factor.

Third-party scaling organization information is required to determine Scribner mbf for payment reduction purposes. Value will be derived from the applicable sort value as described in this contract.

Scale information for determining mis-sort payment reduction eligibility must be obtained from roll-out scale. Truck-ramp, sample scaling, and/or bundle scaling information is not acceptable for determining eligibility.

Purchaser's exclusive remedy for mis-sorts shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code

P-037.2 Mismatch and Payment Reduction for Delivered Forest Products

Forest Products delivered that do not meet preferred log length specifications or multiples or combinations of preferred lengths and Forest Products delivered not meeting manufacturing standards as described in clause G-024.2 are considered mis-manufactured. Purchaser receiving mis-manufactured Forest Products is required to pay the State at the bid price under this contract.

However, when mis-manufactured Forest Products amount to more than 5% of the total delivered sort volume, Purchaser may request approval for payment reduction for delivered volume exceeding the mis-manufacture threshold.

Requests for payment reduction must be submitted to the State in writing prior to contract expiration. Eligibility for mis-manufacture payment reduction is subject to State approval and shall be determined by the State's delivered product analysis. Forest Products determined by the State eligible for mis-manufacture price reductions are not eligible for any other price adjustments.

Payment reduction for Forest Products deemed mis-manufactured will be calculated as follows:

$$\text{Payment Reduction} = (B \times M) \times (0.2)$$

Where:

B = Bid rate from P-028.2 clause

M = Mis-manufactured volume exceeding threshold excluding utility

Third-party scaling organization information is required to determine Scribner mbf for payment reduction purposes. Value will be derived from the applicable sort value as described in this contract.

Scale information for determining mis-manufacture payment reduction eligibility must be obtained from roll-out scale. Truck-ramp, sample scaling, and/or bundle scaling information is not acceptable for determining eligibility.

Purchaser's exclusive remedy for mis-manufacture shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code.

P-038.2 Average Log Length and Payment Reduction

If the average log length for all logs delivered under this contract is less than the average log length specified in the table in clause G-024.2, The amount of allowable payment reduction shall be calculated by multiplying the payment rate in P-028.2 by the total volume delivered, and the difference between the average length of logs delivered and the average log length specified in G-024.2, times 1% as follows:

Log Length Payment Reduction = $(B \times V \times L) \times (.01)$

Where:

B = Bid rate from P-028.2 clause

V = total delivered log Volume

L = Length in feet below specified average (rounded to nearest 1/10th)

Average log length payment reductions calculated by the Purchaser must be approved by the State, prior to payment for the final billing period.

Third-party scaling organization information is required to determine Scribner mbf and Average log length for payment reduction purposes. Average log length is determined on a piece count basis. Value of log length price reduction will be derived from the applicable sort value as described in this contract.

Scale information for determining Average log length for payment reduction eligibility must be obtained from roll-out scale. Truck-ramp, sample scaling, and/or bundle scaling information is not acceptable for determining eligibility.

Purchaser's exclusive remedy for below average log lengths shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code.

P-040.2 Weighing and Scaling Costs

Purchaser agrees to pay for all weighing costs for logs delivered regardless if logs are purchased on a weight or scale basis. In addition, Purchaser agrees to pay for all scaling costs for logs delivered on a scale basis. Purchaser also agrees to pay for all costs associated with the transmission and reporting of scale or weight data.

P-045.2 Guarantee of Payment

Prior to the delivery of forest products and at a date determined by the State, Purchaser shall guarantee payment to the State for products delivered by posting with the State an approved payment security. If the Purchaser has purchased more than one sort, the payment securities may be consolidated for all the sorts. Acceptable payment security includes cash, certificate of deposit assignment, payment bond, savings account assignment, or irrevocable bank letter of credit.

The amount of payment security shall be determined by the State. The amount of payment security shall represent at least 30 days value of forest product deliveries. Payment security for products delivered will be used to guarantee payment to the State for late or non-payments.

If at any time the State determines that the security has become unsatisfactory or a demand is made against the payment security, the Purchaser agrees to increase the amount or replace the security with one acceptable to the State within 5 business days. Failure to increase the amount or replace the security is considered a breach of contract.

P-050.2 Billing and Payment Procedure for Forest Products Delivered

The State will compute and forward to Purchaser a billing statement of charges for forest products delivered during the billing period at the delivered rate shown in P-028.2 clause. After receipt of the billing statement, Purchaser's payment must be received by the Department of Natural Resources on or before the due date shown on the billing statement. Purchaser agrees to make payment, payable to the Department of Natural Resources. Failure to pay on time for forest products delivered is considered a breach of contract.

Included with the billing statement will be a summary report for the billing period compiled by the State or their log and load reporting service.

The State will adjust final billings to account for any State approved payment reductions.

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.

Section L: Log Definitions and Accountability**L-010.2 Forest Products Conveyed**

Forest products conveyed are logs or parts of logs delivered meeting the sorting criteria defined by clause G-022.2 and manufacturing standards defined by clause G-024.2 of this contract

L-014.2 Sorts Delivered to Incorrect Destination

Purchaser has agreed to purchase the sort as described in the G-022.2 clause. In the event a load from a different sort is delivered to Purchaser, Purchaser may reject the load. If Purchaser receives an incorrectly delivered load, they shall notify the State within 24 hours. If the Purchaser accepts the load, provisions in the P-035.2 or P-036.2 clause may apply.

L-071.2 Log and Load Reporting Service

This contract may at the States discretion, require the services of a State approved third party log and load reporting service. Purchaser shall ensure log volume measurement, weight, or scale and weight data for each load is received by the log and load reporting service within 1 business day of logs being measured or weighed.

If during the term of this contract, the State discontinues use of the Log and Load Reporting Service, the State will notify the Purchaser in writing, and will approve an alternative log and load reporting process.

L-080 Scaling Rules

Determination of volume and grade of any forest products shall be conducted by a state approved third party scaling organization and in accordance with the Westside log scaling and grading rules and Scribner Volume Table, revised July 1, 1972, contained in the Northwest Log Rules Eastside and Westside Log Scaling Handbook (developed and produced by the Northwest Log Rules Advisory Group) and in effect on the date of confirmation of this contract.

Special scaling specifications shall be noted on the State's Brand Designation form which is hereby incorporated to this contract by reference.

L-110 State Approval of Log Scaling and Weighing Locations

Forest Product measurement and weighing facilities required by this contract must be approved by the State. Forest products sold under the contract which require log scaling shall be scaled, measured, or counted by a State approved third party log scaling organization. Forest products sold under the contract which require weighing shall be weighed at a location that meets Washington State Department of Agriculture approval.

Prior to forest products being hauled, the Contract Administrator must authorize in writing the use of State approved measurement and/or weighing facilities that are at or enroute to final destinations. Forest products from this sale shall be measured or weighed at facilities, which are currently approved for use by the State and are currently authorized for this sale. The State reserves the right to verify load volume and weights with State employees or contractors at the State's own expense. The State reserves the right to revoke the authorization of previously approved measurement locations.

Section D: Damages**D-010 Liquidated Damages**

The clauses in the DAMAGES section of this contract provide for payments by Purchaser to the State for certain breaches of the terms of this contract. These payments are agreed to as liquidated damages and not as penalties. They are reasonable estimates of anticipated harm to the State 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.

D-026.2 Damages for Delivery Interruptions and Load Non-Acceptance

- a. Purchaser's failure to accept delivery of forest products due to an extended delivery interruption exceeding the limits as described in the G-027.2 (c) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of \$1,000.00 per each day of breach, until breach is remedied.

- b. Unless Purchaser and the State have made a prior agreement in writing, Purchaser's failure to accept at least the number of delivered loads as described in the G-027.2 (d) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of \$200 per each truck delivery not accepted, until breach is remedied.

D-027.2 Failure to Accept Forest Products Sold

Purchaser's failure to accept all or part of the forest products sold in this agreement prior to expiration or completion of the contract results in substantial injury to the State. Except for reasons other than 'Force Majeure' (G-056.2), either section a. or b. below will apply as determined by the State.

- a. When Purchaser's refusal to accept forest products does not prevent further harvesting operations, or forest products can be re-sold to another buyer acceptable to the State, Purchaser shall be liable for and pay State for actual damages plus costs, as determined by the State associated with the administration and re-sale of forest products not accepted by Purchaser under the terms of this contract.
- b. When Purchaser's refusal to accept forest products causes a stoppage of the State's harvesting operations and prevents the State from further harvest of the sale area, the actual damage to the State and associated costs are difficult to assess. The remaining value of all the forest products left in the sale area once the stoppage occurs is not readily ascertainable. Purchaser's failure to perform disrupts the State's management plans. Therefore, Purchaser agrees to pay the State as liquidated damages, a sum calculated using the following formula:

$$LD = (.35V - I) + C + A - P$$

Where:

LD = Liquidated Damages

V = The stumpage value remaining in the sale area at the date of work stoppage. This will be determined by multiplying the contract bid rate contained in the P-028.2 clause for all sorts originating in the sale area, by the State's estimate of the remaining volume, less the cost of harvesting and delivery associated with each sort.

I = Initial Deposit

C = Costs associated with required harvesting services and road construction services prior to work stoppage but not amortized or paid.

A = Administrative fee = \$2,500.00

P = Advance payments received exceeding the value of logs delivered under this contract.

The above formula reflects the Purchaser's forfeiture of the initial deposit in accordance with clause P-010 by deducting the initial deposit from the amount owed. In no event shall the liquidated damages be less than zero. Interest on the liquidated

damage is owed from the date of the work stoppage until final payment, calculated using the following formula:

$$\text{Interest} = r \times \text{LD} \times N$$

Where:

r = daily equivalent of an annual interest at current interest rate as established by WAC 332-100-030.

N = Number of days from work stoppage to time of payment

D-030.2 Inadequate Log Accountability

Failure to provide weighing and third party scaling information result in substantial injury to the State. The potential loss of accountability is not readily ascertainable. These contractual breaches result in an increase in the potential for the delivery of forest products for which the State receives inadequate payment and causes an increase in the State's administration costs associated with this contract. The actual costs of these breaches are difficult to assess.

For these reasons, Purchaser's payments for forest product delivery under this contract will be increased in the following amounts, as liquidated damages, to compensate the State for these breaches: \$250.00 each time a load weight is not provided as required by the contract, and \$250.00 each time load scale data is not determined and provided by a State approved third party scaling organization in accordance with this contract.

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

William Wells

Print Name

Olympic Region Manager

Date: _____

Date: _____

Address: _____

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 _____

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

LOG SALE AND PURCHASE CONTRACT

AGREEMENT NO. 30-0106413

SALE NAME: PISTOL PETE SORT 06

**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-001.2 Definitions

The following definitions apply throughout this contract;

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

Contractor: State-selected harvester responsible to perform all duties as required by the Harvesting Services Contract, including but not limited to timber harvesting, road construction, debris removal and piling, hauling and delivery of forest products for weighing and/or scaling, to the Purchasers of the timber sales Sorts.

Delivery: Occurs when logs or forest products meeting the sorting specifications arrive at the Purchasers destination, as described in the contract.

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

Harvesting: A general term, referring to the Contractor's various obligations under the Harvesting Services Contract.

Harvesting Services Contract: Contract between the Contractor and the State, which sets forth the procedures and obligations of the Contractor for completing the harvesting of timber, and the delivery of various log sorts to the State’s purchasers, and the payment obligations of the State, The Harvesting Services Contract will include a Road Plan for any road construction or reconstruction, where applicable.

Log Sale and Purchase Contract: Purchase Agreement between the State and Purchaser(s) of particular log sorts from the timber sale.

Purchaser: The company or individual that has entered into a Log Sale Contract with the State for individual log sorts from the timber sale area. The Contractor must deliver the designated log sorts to this company or individual. Contractor will likely be delivering different log sorts to different purchasers under the Harvesting Services Contract.

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.

G-010.2 Products Sold and Sale Area

Purchaser was the successful bidder on July 24, 2024 and sale was confirmed on _____. The State, as owner, agrees to sell and deliver to the Purchaser logs meeting the log sort specifications as described in the G-022.2 clause. Logs will be delivered from the PISTOL PETE SORTS Timber Sale described as parts of Section 1 in Township 29 North, Range 5 West, Sections 31 all in Township 30 North, Range 4 West, Sections 23, 24, and 36 all in Township 30 North, Range 5 West W.M., in Clallam County.

G-022.2 Sorting Specifications

Purchaser shall accept and pay for delivery of log sorts by a state selected contractor to the designated Purchaser location that meets the following specifications:

Agreement No.	Sort #	Description	Destination
106413	6	Whitewood Sawlog 5" to 11" dib	

G-024.2 Manufacturing Standards

All forest products except poles, produced and sold under this contract will be manufactured to maximize the amount of logs meeting preferred log lengths and to achieve the average log length listed.

Agreement No.	Sort #	Scaling Rule
106413	06	WS

Average Log Length	Preferred Log Lengths
28	

"WS" indicates that west side scaling rules apply. Minimum trim is 8 inches per scaling segment for west side scaling rules. "ES" indicates that east side scaling rules apply. Minimum trim is 4 inches per scaling segment for east side scaling rules.

Poles produced under this contract will be manufactured to ANSI specifications (American National Standard Specifications and Dimensions for Wood Poles), in force at the time of signing this contract.

- a. Sweep will be limited to within the bole of the log as measured using a tape stretched between the centers of each end of the log.
- b. Logs approved by the state for peelers shall be chuckable with no more than a 2 inch diameter area of rot within a 5 inch diameter circle located at the center of either end of the log.
- c. Limbs and knots shall be cut flush, with no more than 15 percent of a log having limbs or knots over 2 inches in diameter extending more than 2 inches above the surface of the log.

G-026.2 Log Delivery Destination

Purchaser shall accept logs delivered to the destination as described in the G-022.2 clause. Purchaser may make a written request to the State for a change in log delivery destination or scaling or weighing location. If agreeable and in the best interest of the State, the State may approve the Purchaser's request. Written approval must be granted by the State prior to log delivery to a new destination or use of a new scaling or weighing facility.

Increased haul distance shall result in an increase in the P-028.2 log delivery payment rate in an amount to be calculated by the State. In no circumstance shall the payment rate for delivered logs be reduced as a result of a state approved delivery destination or scaling or weighing facility change.

Purchaser may refuse loads delivered to the wrong destination.

G-027.2 Log Delivery Schedule and Conditions

- a. Delivery hours - Purchaser agrees to accept logs from the Contractor at the Purchaser's delivery location during Purchaser's working hours or at least between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except legal holidays unless otherwise agreed upon by the State.

- b. Improperly loaded trucks - It is understood and agreed that the Purchaser incurs no obligation to accept improperly or illegally loaded trucks in its facility. Any truck so loaded may be directed to vacate the yard and shall remain the responsibility of the harvesting contractor. The Purchaser shall notify the State within 24 hours of any load (s) rejected and specify the reasons why.
- c. Log Delivery Interruptions - Purchaser may schedule times in which delivery of logs will not be accepted. The Purchaser shall notify the Contract Administrator at least five (5) working days before the scheduled interruption or closure occurs. The duration of the log delivery interruption shall not exceed seven (7) consecutive working days or a total of ten (10) working days over the duration of the contract term. If Purchaser's scheduled delivery interruption exceeds contract requirements and causes the State harm, Purchaser will be in breach of contract and subject to liquidated damages as per the D-026.2 and D-027.2 clauses, unless Purchaser and the State have made a prior agreement in writing to mitigate potential harm to the State.
- d. Required Acceptance of Daily Load Deliveries and Notification - If the State is harmed by purchaser's refusal to accept up to 10 truck deliveries of any one sort per day, Purchaser will be in breach of contract and subject to damages as per the D-026.2 and D-027.2 clauses. A truck delivery is all the wood delivered including sorts on super trucks, mule trains and pups brought to the delivery point by a single truck. The Purchaser shall notify the Contract Administrator at least 48 hours in advance if:
 - 1. Purchaser intends to limit the number of truck deliveries accepted on any day to less than that listed above, or
 - 2. Purchaser intends to limit the number of truck deliveries accepted on any day to the number listed above.
- e. State Notification to Purchaser - The State will notify the Purchaser when it anticipates or schedules an interruption of deliveries and when it anticipates the number of truck deliveries on any day will exceed the number listed above.
- f. If payments are not received or, the State determines that the payment security has become unsatisfactory or, a demand is made against the payment security under the P-045.2 clause the State shall suspend deliveries until such time as the violation has been remedied. Any suspension of deliveries due to late payment or inadequate payment security will be considered a Log Delivery Interruption under (c) of this clause.

G-030.2 Contract Term and Expiration Date

Purchaser agrees to accept and pay for forest products delivered through the period ending March 14, 2025.

G-054.2 Early Contract Termination

The State may terminate this contract in whole or in part by giving fifteen (15) days written notice to the Purchaser when it is in the best interests of the State. If this contract is so terminated, the State shall be liable only for the return of that portion of the initial deposit that is not required for payment, and the return of unapplied payments. The State shall not be liable for damages, whether direct or consequential.

G-056.2 Force Majeure

No Party shall be liable for any failure to perform its obligations, other than payments due, where such failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, or other natural disaster), war, act of foreign enemies, hostilities (whether war is declared or not), terrorist activities, government sanction, fire, labor dispute, strike or lockout.

Any Party asserting Force Majeure as an excuse shall have the burden of proving that reasonable steps were taken (under the circumstances) to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other Party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

In the event of Force Majeure, the State reserves the right to terminate this agreement in accordance with clause G-054.2 'Early Contract Termination'.

G-060.2 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 to be harvested or 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 VOLUME, WEIGHT, QUANTITY, OR QUALITY, of the forest products to be harvested. The descriptions of the forest products to be conveyed, are estimates only, made solely for administrative and identification purposes. The timing of forest product deliveries.
- d. Items contained in any other documents prepared for or by the State.

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-070.2 Limitation on Damage

In the event of a breach of any provision of this contract by the State, the liability of the State shall be limited to return of the unused initial deposit and unapplied payments to the Purchaser. The State shall not be liable for any damages, whether direct, incidental, or consequential.

G-112.2 Title

The State hereby warrants that State is the owner of said logs and has the right to sell same, free of liens, encumbrances, or claims, but subject to trade restrictions promulgated in WAC 240-15-015. Purchaser assumes title and all risk and responsibility for said logs upon delivery.

G-116.2 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.

G-160.2 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 logs conveyed beyond the terms of this contract.

The Purchaser agrees to notify the State in writing of their authorized representative at the log delivery destination who will be readily available and who shall be authorized to receive, on behalf of the Purchaser any instructions or notices given by the State in regard to performance under this contract, and any limits to this person's authority.

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-200.2 Notice

Notices required to be given under the following clauses shall be in writing and shall be delivered to the State or Purchaser's authorized agent or sent by certified mail to the Purchaser's address of record, so that their receipt may be acknowledged.

- G-026.2 Log Delivery Destination
- G-027.2 Log Delivery and Schedule Conditions
- G-210.2 Violation of Contract

All other notices required to be given under this contract shall be in writing and delivered to their respective authorized agent or mailed to the Party's post office address. Parties agree to notify the other of any change of mailing address.

G-210.2 Violation of Contract

- a. If Purchaser violates any provision of this contract, the Contract Administrator, by written notice, may suspend delivery of further loads of forest products. If the violation is capable of being remedied, the Purchaser has five (5) days after receipt of suspension notice to remedy the violation. If the violation cannot be remedied (such as violation of WAC 240-15-015) or Purchaser fails to remedy the violation within five (5) days after receipt of a suspension notice, the State may terminate the rights of the Purchaser under this contract and collect damages as described in the damages clause in this contract.
- b. The State has the right to remedy the breach in the absence of any indicated attempt by the 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 thirty (30) days of receipt of billing.
- c. If Purchaser's violation is a result of a failure to make payment to the State when due, in addition to (a.) above, interest shall accrue on the unpaid balance at 12 percent per annum, beginning the date payment was due. The State may secure payments from the security provided.

G-240.2 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 five business days.

- c. Within five business days of receipt of the Region Manager's decision, the Purchaser may make a written request for resolution to the Deputy Supervisor - Uplands of the Department of Natural Resources.
- d. Unless otherwise agreed, the Deputy Supervisor - Uplands will hold a conference within 15 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-252.2 Forest Excise Tax

Purchaser shall be responsible for payment of all forest excise taxes pursuant to chapter 84.33 RCW.

G-253.2 Harvesting Cost Information

The State agrees to supply all harvesting cost information to the Purchaser for their consideration in payment of forest excise taxes.

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-330.2 Contract Review

Purchaser may arrange with the Contract Administrator to review the provisions of this contract prior to the delivery of forest products.

Section P: Payments and Securities

P-010 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 the 'Payment for Forest Products' clause, 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-028.2 Payment for Forest Products Delivered

Purchaser agrees to pay the State for delivered forest products at the following rate:

\$0.00/MBF

\$250.00/MBF for incorrect species delivery*

\$20/mbf for Utility logs (Adjusted Gross).

Purchaser agrees to increase the above delivered payment rate as approved by the State in the event the location of delivery is changed per the G-026.2 clause.

Purchaser will not be billed for any delivered logs that are scaled as containing metal.

*When two or more log sorts from this project are delivered to the same destination, the species contained in them are not eligible for the species price reduction.

P-036.2 Missorts and Payment Reduction for Delivered Forest Products

Forest Products delivered that do not meet the sorting specifications in G-022.2 are considered mis-sorts. Purchaser receiving mis-sort Forest Products is required to pay the State at the bid price under this contract.

However, when mis-sorted Forest Products amount to more than 5% of the total delivered sort volume, Purchaser may request approval for payment reduction for delivered volume exceeding the mis-sort threshold.

Requests for payment reduction must be submitted to the State in writing prior to contract expiration. Eligibility for mis-sort payment reduction is subject to State approval and shall be determined by the State's delivered product analysis. Forest Products determined by the State eligible for mis-sort price reduction are not eligible for any other price adjustments.

Payment reduction for Forest Products deemed mis-sorted will be calculated as follows:

$$\text{Payment Reduction} = (B \times M) \times R$$

Where:

B = Bid rate from P-028.2 clause

M = Mis-sorted volume exceeding threshold excluding utility

R = Reduction factor*

0.2 for diameter mis-sort

0.3 for high quality mis-sort

*Logs eligible for payment reduction based on multiple reduction factors will be calculated at the higher payment reduction factor.

Third-party scaling organization information is required to determine Scribner mbf for payment reduction purposes. Value will be derived from the applicable sort value as described in this contract.

Scale information for determining mis-sort payment reduction eligibility must be obtained from roll-out scale. Truck-ramp, sample scaling, and/or bundle scaling information is not acceptable for determining eligibility.

Purchaser's exclusive remedy for mis-sorts shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code

P-037.2 Mismanufacture and Payment Reduction for Delivered Forest Products

Forest Products delivered that do not meet preferred log length specifications or multiples or combinations of preferred lengths and Forest Products delivered not meeting manufacturing standards as described in clause G-024.2 are considered mis-manufactured. Purchaser receiving mis-manufactured Forest Products is required to pay the State at the bid price under this contract.

However, when mis-manufactured Forest Products amount to more than 5% of the total delivered sort volume, Purchaser may request approval for payment reduction for delivered volume exceeding the mis-manufacture threshold.

Requests for payment reduction must be submitted to the State in writing prior to contract expiration. Eligibility for mis-manufacture payment reduction is subject to State approval and shall be determined by the State's delivered product analysis. Forest Products determined by the State eligible for mis-manufacture price reductions are not eligible for any other price adjustments.

Payment reduction for Forest Products deemed mis-manufactured will be calculated as follows:

$$\text{Payment Reduction} = (B \times M) \times (0.2)$$

Where:

B = Bid rate from P-028.2 clause

M = Mis-manufactured volume exceeding threshold excluding utility

Third-party scaling organization information is required to determine Scribner mbf for payment reduction purposes. Value will be derived from the applicable sort value as described in this contract.

Scale information for determining mis-manufacture payment reduction eligibility must be obtained from roll-out scale. Truck-ramp, sample scaling, and/or bundle scaling information is not acceptable for determining eligibility.

Purchaser's exclusive remedy for mis-manufacture shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code.

P-038.2 Average Log Length and Payment Reduction

If the average log length for all logs delivered under this contract is less than the average log length specified in the table in clause G-024.2, The amount of allowable payment reduction shall be calculated by multiplying the payment rate in P-028.2 by the total volume delivered, and the difference between the average length of logs delivered and the average log length specified in G-024.2, times 1% as follows:

$$\text{Log Length Payment Reduction} = (B \times V \times L) \times (.01)$$

Where:

B = Bid rate from P-028.2 clause

V = total delivered log Volume

L = Length in feet below specified average (rounded to nearest 1/10th)

Average log length payment reductions calculated by the Purchaser must be approved by the State, prior to payment for the final billing period.

Third-party scaling organization information is required to determine Scribner mbf and Average log length for payment reduction purposes. Average log length is determined on a piece count basis. Value of log length price reduction will be derived from the applicable sort value as described in this contract.

Scale information for determining Average log length for payment reduction eligibility must be obtained from roll-out scale. Truck-ramp, sample scaling, and/or bundle scaling information is not acceptable for determining eligibility.

Purchaser's exclusive remedy for below average log lengths shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code.

P-040.2 Weighing and Scaling Costs

Purchaser agrees to pay for all weighing costs for logs delivered regardless if logs are purchased on a weight or scale basis. In addition, Purchaser agrees to pay for all scaling costs for logs delivered on a scale basis. Purchaser also agrees to pay for all costs associated with the transmission and reporting of scale or weight data.

P-045.2 Guarantee of Payment

Prior to the delivery of forest products and at a date determined by the State, Purchaser shall guarantee payment to the State for products delivered by posting with the State an approved payment security. If the Purchaser has purchased more than one sort, the payment securities may be consolidated for all the sorts. Acceptable payment security includes cash, certificate of deposit assignment, payment bond, savings account assignment, or irrevocable bank letter of credit.

The amount of payment security shall be determined by the State. The amount of payment security shall represent at least 30 days value of forest product deliveries. Payment security for products delivered will be used to guarantee payment to the State for late or non-payments.

If at any time the State determines that the security has become unsatisfactory or a demand is made against the payment security, the Purchaser agrees to increase the amount or replace the security with one acceptable to the State within 5 business days. Failure to increase the amount or replace the security is considered a breach of contract.

P-050.2 Billing and Payment Procedure for Forest Products Delivered

The State will compute and forward to Purchaser a billing statement of charges for forest products delivered during the billing period at the delivered rate shown in P-028.2 clause. After receipt of the billing statement, Purchaser's payment must be received by the Department of Natural Resources on or before the due date shown on the billing statement. Purchaser agrees to make payment, payable to the Department of Natural Resources. Failure to pay on time for forest products delivered is considered a breach of contract.

Included with the billing statement will be a summary report for the billing period compiled by the State or their log and load reporting service.

The State will adjust final billings to account for any State approved payment reductions.

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.

Section L: Log Definitions and Accountability**L-010.2 Forest Products Conveyed**

Forest products conveyed are logs or parts of logs delivered meeting the sorting criteria defined by clause G-022.2 and manufacturing standards defined by clause G-024.2 of this contract

L-014.2 Sorts Delivered to Incorrect Destination

Purchaser has agreed to purchase the sort as described in the G-022.2 clause. In the event a load from a different sort is delivered to Purchaser, Purchaser may reject the load. If Purchaser receives an incorrectly delivered load, they shall notify the State within 24 hours. If the Purchaser accepts the load, provisions in the P-035.2 or P-036.2 clause may apply.

L-071.2 Log and Load Reporting Service

This contract may at the States discretion, require the services of a State approved third party log and load reporting service. Purchaser shall ensure log volume measurement, weight, or scale and weight data for each load is received by the log and load reporting service within 1 business day of logs being measured or weighed.

If during the term of this contract, the State discontinues use of the Log and Load Reporting Service, the State will notify the Purchaser in writing, and will approve an alternative log and load reporting process.

L-080 Scaling Rules

Determination of volume and grade of any forest products shall be conducted by a state approved third party scaling organization and in accordance with the Westside log scaling and grading rules and Scribner Volume Table, revised July 1, 1972, contained in the Northwest Log Rules Eastside and Westside Log Scaling Handbook (developed and produced by the Northwest Log Rules Advisory Group) and in effect on the date of confirmation of this contract.

Special scaling specifications shall be noted on the State's Brand Designation form which is hereby incorporated to this contract by reference.

L-110 State Approval of Log Scaling and Weighing Locations

Forest Product measurement and weighing facilities required by this contract must be approved by the State. Forest products sold under the contract which require log scaling shall be scaled, measured, or counted by a State approved third party log scaling organization. Forest products sold under the contract which require weighing shall be weighed at a location that meets Washington State Department of Agriculture approval.

Prior to forest products being hauled, the Contract Administrator must authorize in writing the use of State approved measurement and/or weighing facilities that are at or enroute to final destinations. Forest products from this sale shall be measured or weighed at facilities, which are currently approved for use by the State and are currently authorized for this sale. The State reserves the right to verify load volume and weights with State employees or contractors at the State's own expense. The State reserves the right to revoke the authorization of previously approved measurement locations.

Section D: Damages**D-010 Liquidated Damages**

The clauses in the DAMAGES section of this contract provide for payments by Purchaser to the State for certain breaches of the terms of this contract. These payments are agreed to as liquidated damages and not as penalties. They are reasonable estimates of anticipated harm to the State 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.

D-026.2 Damages for Delivery Interruptions and Load Non-Acceptance

- a. Purchaser's failure to accept delivery of forest products due to an extended delivery interruption exceeding the limits as described in the G-027.2 (c) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of \$1,000.00 per each day of breach, until breach is remedied.

- b. Unless Purchaser and the State have made a prior agreement in writing, Purchaser's failure to accept at least the number of delivered loads as described in the G-027.2 (d) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of \$200 per each truck delivery not accepted, until breach is remedied.

D-027.2 Failure to Accept Forest Products Sold

Purchaser's failure to accept all or part of the forest products sold in this agreement prior to expiration or completion of the contract results in substantial injury to the State. Except for reasons other than 'Force Majeure' (G-056.2), either section a. or b. below will apply as determined by the State.

- a. When Purchaser's refusal to accept forest products does not prevent further harvesting operations, or forest products can be re-sold to another buyer acceptable to the State, Purchaser shall be liable for and pay State for actual damages plus costs, as determined by the State associated with the administration and re-sale of forest products not accepted by Purchaser under the terms of this contract.
- b. When Purchaser's refusal to accept forest products causes a stoppage of the State's harvesting operations and prevents the State from further harvest of the sale area, the actual damage to the State and associated costs are difficult to assess. The remaining value of all the forest products left in the sale area once the stoppage occurs is not readily ascertainable. Purchaser's failure to perform disrupts the State's management plans. Therefore, Purchaser agrees to pay the State as liquidated damages, a sum calculated using the following formula:

$$LD = (.35V - I) + C + A - P$$

Where:

LD = Liquidated Damages

V = The stumpage value remaining in the sale area at the date of work stoppage. This will be determined by multiplying the contract bid rate contained in the P-028.2 clause for all sorts originating in the sale area, by the State's estimate of the remaining volume, less the cost of harvesting and delivery associated with each sort.

I = Initial Deposit

C = Costs associated with required harvesting services and road construction services prior to work stoppage but not amortized or paid.

A = Administrative fee = \$2,500.00

P = Advance payments received exceeding the value of logs delivered under this contract.

The above formula reflects the Purchaser's forfeiture of the initial deposit in accordance with clause P-010 by deducting the initial deposit from the amount owed. In no event shall the liquidated damages be less than zero. Interest on the liquidated

damage is owed from the date of the work stoppage until final payment, calculated using the following formula:

$$\text{Interest} = r \times \text{LD} \times N$$

Where:

r = daily equivalent of an annual interest at current interest rate as established by WAC 332-100-030.

N = Number of days from work stoppage to time of payment

D-030.2 Inadequate Log Accountability

Failure to provide weighing and third party scaling information result in substantial injury to the State. The potential loss of accountability is not readily ascertainable. These contractual breaches result in an increase in the potential for the delivery of forest products for which the State receives inadequate payment and causes an increase in the State's administration costs associated with this contract. The actual costs of these breaches are difficult to assess.

For these reasons, Purchaser's payments for forest product delivery under this contract will be increased in the following amounts, as liquidated damages, to compensate the State for these breaches: \$250.00 each time a load weight is not provided as required by the contract, and \$250.00 each time load scale data is not determined and provided by a State approved third party scaling organization in accordance with this contract.

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

William Wells

Print Name

Olympic Region Manager

Date: _____

Date: _____

Address: _____

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 _____

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

LOG SALE AND PURCHASE CONTRACT

AGREEMENT NO. 30-0106414

SALE NAME: PISTOL PETE SORT 07

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-001.2 Definitions

The following definitions apply throughout this contract;

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

Contractor: State-selected harvester responsible to perform all duties as required by the Harvesting Services Contract, including but not limited to timber harvesting, road construction, debris removal and piling, hauling and delivery of forest products for weighing and/or scaling, to the Purchasers of the timber sales Sorts.

Delivery: Occurs when logs or forest products meeting the sorting specifications arrive at the Purchasers destination, as described in the contract.

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

Harvesting: A general term, referring to the Contractor's various obligations under the Harvesting Services Contract.

Harvesting Services Contract: Contract between the Contractor and the State, which sets forth the procedures and obligations of the Contractor for completing the harvesting of timber, and the delivery of various log sorts to the State’s purchasers, and the payment obligations of the State, The Harvesting Services Contract will include a Road Plan for any road construction or reconstruction, where applicable.

Log Sale and Purchase Contract: Purchase Agreement between the State and Purchaser(s) of particular log sorts from the timber sale.

Purchaser: The company or individual that has entered into a Log Sale Contract with the State for individual log sorts from the timber sale area. The Contractor must deliver the designated log sorts to this company or individual. Contractor will likely be delivering different log sorts to different purchasers under the Harvesting Services Contract.

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.

G-010.2 Products Sold and Sale Area

Purchaser was the successful bidder on July 24, 2024 and sale was confirmed on _____. The State, as owner, agrees to sell and deliver to the Purchaser logs meeting the log sort specifications as described in the G-022.2 clause. Logs will be delivered from the PISTOL PETE SORTS Timber Sale described as parts of Section 1 in Township 29 North, Range 5 West, Sections 31 all in Township 30 North, Range 4 West, Sections 23, 24, and 36 all in Township 30 North, Range 5 West W.M., in Clallam County.

G-022.2 Sorting Specifications

Purchaser shall accept and pay for delivery of log sorts by a state selected contractor to the designated Purchaser location that meets the following specifications:

Agreement No.	Sort #	Description	Destination
106414	7	Whitewood Sawlog 12"+ dib	

G-024.2 Manufacturing Standards

All forest products except poles, produced and sold under this contract will be manufactured to maximize the amount of logs meeting preferred log lengths and to achieve the average log length listed.

Agreement No.	Sort #	Scaling Rule
106414	07	WS

Average Log Length	Preferred Log Lengths
26	

"WS" indicates that west side scaling rules apply. Minimum trim is 8 inches per scaling segment for west side scaling rules. "ES" indicates that east side scaling rules apply. Minimum trim is 4 inches per scaling segment for east side scaling rules.

Poles produced under this contract will be manufactured to ANSI specifications (American National Standard Specifications and Dimensions for Wood Poles), in force at the time of signing this contract.

- a. Sweep will be limited to within the bole of the log as measured using a tape stretched between the centers of each end of the log.
- b. Logs approved by the state for peelers shall be chuckable with no more than a 2 inch diameter area of rot within a 5 inch diameter circle located at the center of either end of the log.
- c. Limbs and knots shall be cut flush, with no more than 15 percent of a log having limbs or knots over 2 inches in diameter extending more than 2 inches above the surface of the log.

G-026.2 Log Delivery Destination

Purchaser shall accept logs delivered to the destination as described in the G-022.2 clause. Purchaser may make a written request to the State for a change in log delivery destination or scaling or weighing location. If agreeable and in the best interest of the State, the State may approve the Purchaser's request. Written approval must be granted by the State prior to log delivery to a new destination or use of a new scaling or weighing facility.

Increased haul distance shall result in an increase in the P-028.2 log delivery payment rate in an amount to be calculated by the State. In no circumstance shall the payment rate for delivered logs be reduced as a result of a state approved delivery destination or scaling or weighing facility change.

Purchaser may refuse loads delivered to the wrong destination.

G-027.2 Log Delivery Schedule and Conditions

- a. Delivery hours - Purchaser agrees to accept logs from the Contractor at the Purchaser's delivery location during Purchaser's working hours or at least between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except legal holidays unless otherwise agreed upon by the State.

- b. Improperly loaded trucks - It is understood and agreed that the Purchaser incurs no obligation to accept improperly or illegally loaded trucks in its facility. Any truck so loaded may be directed to vacate the yard and shall remain the responsibility of the harvesting contractor. The Purchaser shall notify the State within 24 hours of any load (s) rejected and specify the reasons why.
- c. Log Delivery Interruptions - Purchaser may schedule times in which delivery of logs will not be accepted. The Purchaser shall notify the Contract Administrator at least five (5) working days before the scheduled interruption or closure occurs. The duration of the log delivery interruption shall not exceed seven (7) consecutive working days or a total of ten (10) working days over the duration of the contract term. If Purchaser's scheduled delivery interruption exceeds contract requirements and causes the State harm, Purchaser will be in breach of contract and subject to liquidated damages as per the D-026.2 and D-027.2 clauses, unless Purchaser and the State have made a prior agreement in writing to mitigate potential harm to the State.
- d. Required Acceptance of Daily Load Deliveries and Notification - If the State is harmed by purchaser's refusal to accept up to 10 truck deliveries of any one sort per day, Purchaser will be in breach of contract and subject to damages as per the D-026.2 and D-027.2 clauses. A truck delivery is all the wood delivered including sorts on super trucks, mule trains and pups brought to the delivery point by a single truck. The Purchaser shall notify the Contract Administrator at least 48 hours in advance if:
 - 1. Purchaser intends to limit the number of truck deliveries accepted on any day to less than that listed above, or
 - 2. Purchaser intends to limit the number of truck deliveries accepted on any day to the number listed above.
- e. State Notification to Purchaser - The State will notify the Purchaser when it anticipates or schedules an interruption of deliveries and when it anticipates the number of truck deliveries on any day will exceed the number listed above.
- f. If payments are not received or, the State determines that the payment security has become unsatisfactory or, a demand is made against the payment security under the P-045.2 clause the State shall suspend deliveries until such time as the violation has been remedied. Any suspension of deliveries due to late payment or inadequate payment security will be considered a Log Delivery Interruption under (c) of this clause.

G-030.2 Contract Term and Expiration Date

Purchaser agrees to accept and pay for forest products delivered through the period ending March 14, 2025.

G-054.2 Early Contract Termination

The State may terminate this contract in whole or in part by giving fifteen (15) days written notice to the Purchaser when it is in the best interests of the State. If this contract is so terminated, the State shall be liable only for the return of that portion of the initial deposit that is not required for payment, and the return of unapplied payments. The State shall not be liable for damages, whether direct or consequential.

G-056.2 Force Majeure

No Party shall be liable for any failure to perform its obligations, other than payments due, where such failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, or other natural disaster), war, act of foreign enemies, hostilities (whether war is declared or not), terrorist activities, government sanction, fire, labor dispute, strike or lockout.

Any Party asserting Force Majeure as an excuse shall have the burden of proving that reasonable steps were taken (under the circumstances) to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other Party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

In the event of Force Majeure, the State reserves the right to terminate this agreement in accordance with clause G-054.2 'Early Contract Termination'.

G-060.2 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 to be harvested or 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 VOLUME, WEIGHT, QUANTITY, OR QUALITY, of the forest products to be harvested. The descriptions of the forest products to be conveyed, are estimates only, made solely for administrative and identification purposes. The timing of forest product deliveries.
- d. Items contained in any other documents prepared for or by the State.

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-070.2 Limitation on Damage

In the event of a breach of any provision of this contract by the State, the liability of the State shall be limited to return of the unused initial deposit and unapplied payments to the Purchaser. The State shall not be liable for any damages, whether direct, incidental, or consequential.

G-112.2 Title

The State hereby warrants that State is the owner of said logs and has the right to sell same, free of liens, encumbrances, or claims, but subject to trade restrictions promulgated in WAC 240-15-015. Purchaser assumes title and all risk and responsibility for said logs upon delivery.

G-116.2 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.

G-160.2 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 logs conveyed beyond the terms of this contract.

The Purchaser agrees to notify the State in writing of their authorized representative at the log delivery destination who will be readily available and who shall be authorized to receive, on behalf of the Purchaser any instructions or notices given by the State in regard to performance under this contract, and any limits to this person's authority.

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-200.2 Notice

Notices required to be given under the following clauses shall be in writing and shall be delivered to the State or Purchaser's authorized agent or sent by certified mail to the Purchaser's address of record, so that their receipt may be acknowledged.

G-026.2 Log Delivery Destination
G-027.2 Log Delivery and Schedule Conditions
G-210.2 Violation of Contract

All other notices required to be given under this contract shall be in writing and delivered to their respective authorized agent or mailed to the Party's post office address. Parties agree to notify the other of any change of mailing address.

G-210.2 Violation of Contract

- a. If Purchaser violates any provision of this contract, the Contract Administrator, by written notice, may suspend delivery of further loads of forest products. If the violation is capable of being remedied, the Purchaser has five (5) days after receipt of suspension notice to remedy the violation. If the violation cannot be remedied (such as violation of WAC 240-15-015) or Purchaser fails to remedy the violation within five (5) days after receipt of a suspension notice, the State may terminate the rights of the Purchaser under this contract and collect damages as described in the damages clause in this contract.
- b. The State has the right to remedy the breach in the absence of any indicated attempt by the 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 thirty (30) days of receipt of billing.
- c. If Purchaser's violation is a result of a failure to make payment to the State when due, in addition to (a.) above, interest shall accrue on the unpaid balance at 12 percent per annum, beginning the date payment was due. The State may secure payments from the security provided.

G-240.2 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 five business days.

- c. Within five business days of receipt of the Region Manager's decision, the Purchaser may make a written request for resolution to the Deputy Supervisor - Uplands of the Department of Natural Resources.
- d. Unless otherwise agreed, the Deputy Supervisor - Uplands will hold a conference within 15 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-252.2 Forest Excise Tax

Purchaser shall be responsible for payment of all forest excise taxes pursuant to chapter 84.33 RCW.

G-253.2 Harvesting Cost Information

The State agrees to supply all harvesting cost information to the Purchaser for their consideration in payment of forest excise taxes.

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-330.2 Contract Review

Purchaser may arrange with the Contract Administrator to review the provisions of this contract prior to the delivery of forest products.

Section P: Payments and Securities

P-010 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 the 'Payment for Forest Products' clause, 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-028.2 Payment for Forest Products Delivered

Purchaser agrees to pay the State for delivered forest products at the following rate:

\$0.00/MBF

\$250.00/MBF for incorrect species delivery*

\$20/mbf for Utility logs (Adjusted Gross).

Purchaser agrees to increase the above delivered payment rate as approved by the State in the event the location of delivery is changed per the G-026.2 clause.

Purchaser will not be billed for any delivered logs that are scaled as containing metal.

*When two or more log sorts from this project are delivered to the same destination, the species contained in them are not eligible for the species price reduction.

P-036.2 Missorts and Payment Reduction for Delivered Forest Products

Forest Products delivered that do not meet the sorting specifications in G-022.2 are considered mis-sorts. Purchaser receiving mis-sort Forest Products is required to pay the State at the bid price under this contract.

However, when mis-sorted Forest Products amount to more than 8% of the total delivered sort volume, Purchaser may request approval for payment reduction for delivered volume exceeding the mis-sort threshold.

Requests for payment reduction must be submitted to the State in writing prior to contract expiration. Eligibility for mis-sort payment reduction is subject to State approval and shall be determined by the State's delivered product analysis. Forest Products determined by the State eligible for mis-sort price reduction are not eligible for any other price adjustments.

Payment reduction for Forest Products deemed mis-sorted will be calculated as follows:

$$\text{Payment Reduction} = (B \times M) \times R$$

Where:

B = Bid rate from P-028.2 clause

M = Mis-sorted volume exceeding threshold excluding utility

R = Reduction factor*

0.2 for diameter mis-sort

0.3 for high quality mis-sort

*Logs eligible for payment reduction based on multiple reduction factors will be calculated at the higher payment reduction factor.

Third-party scaling organization information is required to determine Scribner mbf for payment reduction purposes. Value will be derived from the applicable sort value as described in this contract.

Scale information for determining mis-sort payment reduction eligibility must be obtained from roll-out scale. Truck-ramp, sample scaling, and/or bundle scaling information is not acceptable for determining eligibility.

Purchaser's exclusive remedy for mis-sorts shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code

P-037.2 Mismatch and Payment Reduction for Delivered Forest Products

Forest Products delivered that do not meet preferred log length specifications or multiples or combinations of preferred lengths and Forest Products delivered not meeting manufacturing standards as described in clause G-024.2 are considered mis-manufactured. Purchaser receiving mis-manufactured Forest Products is required to pay the State at the bid price under this contract.

However, when mis-manufactured Forest Products amount to more than 5% of the total delivered sort volume, Purchaser may request approval for payment reduction for delivered volume exceeding the mis-manufacture threshold.

Requests for payment reduction must be submitted to the State in writing prior to contract expiration. Eligibility for mis-manufacture payment reduction is subject to State approval and shall be determined by the State's delivered product analysis. Forest Products determined by the State eligible for mis-manufacture price reductions are not eligible for any other price adjustments.

Payment reduction for Forest Products deemed mis-manufactured will be calculated as follows:

$$\text{Payment Reduction} = (B \times M) \times (0.2)$$

Where:

B = Bid rate from P-028.2 clause

M = Mis-manufactured volume exceeding threshold excluding utility

Third-party scaling organization information is required to determine Scribner mbf for payment reduction purposes. Value will be derived from the applicable sort value as described in this contract.

Scale information for determining mis-manufacture payment reduction eligibility must be obtained from roll-out scale. Truck-ramp, sample scaling, and/or bundle scaling information is not acceptable for determining eligibility.

Purchaser's exclusive remedy for mis-manufacture shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code.

P-038.2 Average Log Length and Payment Reduction

If the average log length for all logs delivered under this contract is less than the average log length specified in the table in clause G-024.2, The amount of allowable payment reduction shall be calculated by multiplying the payment rate in P-028.2 by the total volume delivered, and the difference between the average length of logs delivered and the average log length specified in G-024.2, times 1% as follows:

$$\text{Log Length Payment Reduction} = (B \times V \times L) \times (.01)$$

Where:

B = Bid rate from P-028.2 clause

V = total delivered log Volume

L = Length in feet below specified average (rounded to nearest 1/10th)

Average log length payment reductions calculated by the Purchaser must be approved by the State, prior to payment for the final billing period.

Third-party scaling organization information is required to determine Scribner mbf and Average log length for payment reduction purposes. Average log length is determined on a piece count basis. Value of log length price reduction will be derived from the applicable sort value as described in this contract.

Scale information for determining Average log length for payment reduction eligibility must be obtained from roll-out scale. Truck-ramp, sample scaling, and/or bundle scaling information is not acceptable for determining eligibility.

Purchaser's exclusive remedy for below average log lengths shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code.

P-040.2 Weighing and Scaling Costs

Purchaser agrees to pay for all weighing costs for logs delivered regardless if logs are purchased on a weight or scale basis. In addition, Purchaser agrees to pay for all scaling costs for logs delivered on a scale basis. Purchaser also agrees to pay for all costs associated with the transmission and reporting of scale or weight data.

P-045.2 Guarantee of Payment

Prior to the delivery of forest products and at a date determined by the State, Purchaser shall guarantee payment to the State for products delivered by posting with the State an approved payment security. If the Purchaser has purchased more than one sort, the payment securities may be consolidated for all the sorts. Acceptable payment security includes cash, certificate of deposit assignment, payment bond, savings account assignment, or irrevocable bank letter of credit.

The amount of payment security shall be determined by the State. The amount of payment security shall represent at least 30 days value of forest product deliveries. Payment security for products delivered will be used to guarantee payment to the State for late or non-payments.

If at any time the State determines that the security has become unsatisfactory or a demand is made against the payment security, the Purchaser agrees to increase the amount or replace the security with one acceptable to the State within 5 business days. Failure to increase the amount or replace the security is considered a breach of contract.

P-050.2 Billing and Payment Procedure for Forest Products Delivered

The State will compute and forward to Purchaser a billing statement of charges for forest products delivered during the billing period at the delivered rate shown in P-028.2 clause. After receipt of the billing statement, Purchaser's payment must be received by the Department of Natural Resources on or before the due date shown on the billing statement. Purchaser agrees to make payment, payable to the Department of Natural Resources. Failure to pay on time for forest products delivered is considered a breach of contract.

Included with the billing statement will be a summary report for the billing period compiled by the State or their log and load reporting service.

The State will adjust final billings to account for any State approved payment reductions.

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.

Section L: Log Definitions and Accountability**L-010.2 Forest Products Conveyed**

Forest products conveyed are logs or parts of logs delivered meeting the sorting criteria defined by clause G-022.2 and manufacturing standards defined by clause G-024.2 of this contract

L-014.2 Sorts Delivered to Incorrect Destination

Purchaser has agreed to purchase the sort as described in the G-022.2 clause. In the event a load from a different sort is delivered to Purchaser, Purchaser may reject the load. If Purchaser receives an incorrectly delivered load, they shall notify the State within 24 hours. If the Purchaser accepts the load, provisions in the P-035.2 or P-036.2 clause may apply.

L-071.2 Log and Load Reporting Service

This contract may at the States discretion, require the services of a State approved third party log and load reporting service. Purchaser shall ensure log volume measurement, weight, or scale and weight data for each load is received by the log and load reporting service within 1 business day of logs being measured or weighed.

If during the term of this contract, the State discontinues use of the Log and Load Reporting Service, the State will notify the Purchaser in writing, and will approve an alternative log and load reporting process.

L-080 Scaling Rules

Determination of volume and grade of any forest products shall be conducted by a state approved third party scaling organization and in accordance with the Westside log scaling and grading rules and Scribner Volume Table, revised July 1, 1972, contained in the Northwest Log Rules Eastside and Westside Log Scaling Handbook (developed and produced by the Northwest Log Rules Advisory Group) and in effect on the date of confirmation of this contract.

Special scaling specifications shall be noted on the State's Brand Designation form which is hereby incorporated to this contract by reference.

L-110 State Approval of Log Scaling and Weighing Locations

Forest Product measurement and weighing facilities required by this contract must be approved by the State. Forest products sold under the contract which require log scaling shall be scaled, measured, or counted by a State approved third party log scaling organization. Forest products sold under the contract which require weighing shall be weighed at a location that meets Washington State Department of Agriculture approval.

Prior to forest products being hauled, the Contract Administrator must authorize in writing the use of State approved measurement and/or weighing facilities that are at or enroute to final destinations. Forest products from this sale shall be measured or weighed at facilities, which are currently approved for use by the State and are currently authorized for this sale. The State reserves the right to verify load volume and weights with State employees or contractors at the State's own expense. The State reserves the right to revoke the authorization of previously approved measurement locations.

Section D: Damages**D-010 Liquidated Damages**

The clauses in the DAMAGES section of this contract provide for payments by Purchaser to the State for certain breaches of the terms of this contract. These payments are agreed to as liquidated damages and not as penalties. They are reasonable estimates of anticipated harm to the State 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.

D-026.2 Damages for Delivery Interruptions and Load Non-Acceptance

- a. Purchaser's failure to accept delivery of forest products due to an extended delivery interruption exceeding the limits as described in the G-027.2 (c) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of \$1,000.00 per each day of breach, until breach is remedied.

- b. Unless Purchaser and the State have made a prior agreement in writing, Purchaser's failure to accept at least the number of delivered loads as described in the G-027.2 (d) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of \$200 per each truck delivery not accepted, until breach is remedied.

D-027.2 Failure to Accept Forest Products Sold

Purchaser's failure to accept all or part of the forest products sold in this agreement prior to expiration or completion of the contract results in substantial injury to the State. Except for reasons other than 'Force Majeure' (G-056.2), either section a. or b. below will apply as determined by the State.

- a. When Purchaser's refusal to accept forest products does not prevent further harvesting operations, or forest products can be re-sold to another buyer acceptable to the State, Purchaser shall be liable for and pay State for actual damages plus costs, as determined by the State associated with the administration and re-sale of forest products not accepted by Purchaser under the terms of this contract.
- b. When Purchaser's refusal to accept forest products causes a stoppage of the State's harvesting operations and prevents the State from further harvest of the sale area, the actual damage to the State and associated costs are difficult to assess. The remaining value of all the forest products left in the sale area once the stoppage occurs is not readily ascertainable. Purchaser's failure to perform disrupts the State's management plans. Therefore, Purchaser agrees to pay the State as liquidated damages, a sum calculated using the following formula:

$$LD = (.35V - I) + C + A - P$$

Where:

LD = Liquidated Damages

V = The stumpage value remaining in the sale area at the date of work stoppage. This will be determined by multiplying the contract bid rate contained in the P-028.2 clause for all sorts originating in the sale area, by the State's estimate of the remaining volume, less the cost of harvesting and delivery associated with each sort.

I = Initial Deposit

C = Costs associated with required harvesting services and road construction services prior to work stoppage but not amortized or paid.

A = Administrative fee = \$2,500.00

P = Advance payments received exceeding the value of logs delivered under this contract.

The above formula reflects the Purchaser's forfeiture of the initial deposit in accordance with clause P-010 by deducting the initial deposit from the amount owed. In no event shall the liquidated damages be less than zero. Interest on the liquidated

damage is owed from the date of the work stoppage until final payment, calculated using the following formula:

$$\text{Interest} = r \times \text{LD} \times N$$

Where:

r = daily equivalent of an annual interest at current interest rate as established by WAC 332-100-030.

N = Number of days from work stoppage to time of payment

D-030.2 Inadequate Log Accountability

Failure to provide weighing and third party scaling information result in substantial injury to the State. The potential loss of accountability is not readily ascertainable. These contractual breaches result in an increase in the potential for the delivery of forest products for which the State receives inadequate payment and causes an increase in the State's administration costs associated with this contract. The actual costs of these breaches are difficult to assess.

For these reasons, Purchaser's payments for forest product delivery under this contract will be increased in the following amounts, as liquidated damages, to compensate the State for these breaches: \$250.00 each time a load weight is not provided as required by the contract, and \$250.00 each time load scale data is not determined and provided by a State approved third party scaling organization in accordance with this contract.

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

William Wells

Print Name

Olympic Region Manager

Date: _____

Date: _____

Address: _____

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 _____

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

LOG SALE AND PURCHASE CONTRACT

AGREEMENT NO. 30-0106415

SALE NAME: PISTOL PETE SORT 08

**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-001.2 Definitions

The following definitions apply throughout this contract;

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

Contractor: State-selected harvester responsible to perform all duties as required by the Harvesting Services Contract, including but not limited to timber harvesting, road construction, debris removal and piling, hauling and delivery of forest products for weighing and/or scaling, to the Purchasers of the timber sales Sorts.

Delivery: Occurs when logs or forest products meeting the sorting specifications arrive at the Purchasers destination, as described in the contract.

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

Harvesting: A general term, referring to the Contractor's various obligations under the Harvesting Services Contract.

Harvesting Services Contract: Contract between the Contractor and the State, which sets forth the procedures and obligations of the Contractor for completing the harvesting of timber, and the delivery of various log sorts to the State’s purchasers, and the payment obligations of the State, The Harvesting Services Contract will include a Road Plan for any road construction or reconstruction, where applicable.

Log Sale and Purchase Contract: Purchase Agreement between the State and Purchaser(s) of particular log sorts from the timber sale.

Purchaser: The company or individual that has entered into a Log Sale Contract with the State for individual log sorts from the timber sale area. The Contractor must deliver the designated log sorts to this company or individual. Contractor will likely be delivering different log sorts to different purchasers under the Harvesting Services Contract.

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.

G-010.2 Products Sold and Sale Area

Purchaser was the successful bidder on April 24, 2024 and sale was confirmed on _____. The State, as owner, agrees to sell and deliver to the Purchaser logs meeting the log sort specifications as described in the G-022.2 clause. Logs will be delivered from the PISTOL PETE SORTS Timber Sale described as parts of Section 1 in Township 29 North, Range 5 West, Sections 31 all in Township 30 North, Range 4 West, Sections 23, 24, and 36 all in Township 30 North, Range 5 West W.M., in Clallam County.

G-022.2 Sorting Specifications

Purchaser shall accept and pay for delivery of log sorts by a state selected contractor to the designated Purchaser location that meets the following specifications:

Agreement No.	Sort #	Description	Destination
106415	8	Red Alder SL 6" + dib	

G-024.2 Manufacturing Standards

All forest products except poles, produced and sold under this contract will be manufactured to maximize the amount of logs meeting preferred log lengths and to achieve the average log length listed.

Agreement No.	Sort #	Scaling Rule
106415	08	WS

Average Log Length	Preferred Log Lengths
26	

"WS" indicates that west side scaling rules apply. Minimum trim is 8 inches per scaling segment for west side scaling rules. "ES" indicates that east side scaling rules apply. Minimum trim is 4 inches per scaling segment for east side scaling rules.

Poles produced under this contract will be manufactured to ANSI specifications (American National Standard Specifications and Dimensions for Wood Poles), in force at the time of signing this contract.

- a. Sweep will be limited to within the bole of the log as measured using a tape stretched between the centers of each end of the log.
- b. Logs approved by the state for peelers shall be chuckable with no more than a 2 inch diameter area of rot within a 5 inch diameter circle located at the center of either end of the log.
- c. Limbs and knots shall be cut flush, with no more than 15 percent of a log having limbs or knots over 2 inches in diameter extending more than 2 inches above the surface of the log.

G-026.2 Log Delivery Destination

Purchaser shall accept logs delivered to the destination as described in the G-022.2 clause. Purchaser may make a written request to the State for a change in log delivery destination or scaling or weighing location. If agreeable and in the best interest of the State, the State may approve the Purchaser's request. Written approval must be granted by the State prior to log delivery to a new destination or use of a new scaling or weighing facility.

Increased haul distance shall result in an increase in the P-028.2 log delivery payment rate in an amount to be calculated by the State. In no circumstance shall the payment rate for delivered logs be reduced as a result of a state approved delivery destination or scaling or weighing facility change.

Purchaser may refuse loads delivered to the wrong destination.

G-027.2 Log Delivery Schedule and Conditions

- a. Delivery hours - Purchaser agrees to accept logs from the Contractor at the Purchaser's delivery location during Purchaser's working hours or at least between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except legal holidays unless otherwise agreed upon by the State.

- b. Improperly loaded trucks - It is understood and agreed that the Purchaser incurs no obligation to accept improperly or illegally loaded trucks in its facility. Any truck so loaded may be directed to vacate the yard and shall remain the responsibility of the harvesting contractor. The Purchaser shall notify the State within 24 hours of any load (s) rejected and specify the reasons why.
- c. Log Delivery Interruptions - Purchaser may schedule times in which delivery of logs will not be accepted. The Purchaser shall notify the Contract Administrator at least five (5) working days before the scheduled interruption or closure occurs. The duration of the log delivery interruption shall not exceed seven (7) consecutive working days or a total of ten (10) working days over the duration of the contract term. If Purchaser's scheduled delivery interruption exceeds contract requirements and causes the State harm, Purchaser will be in breach of contract and subject to liquidated damages as per the D-026.2 and D-027.2 clauses, unless Purchaser and the State have made a prior agreement in writing to mitigate potential harm to the State.
- d. Required Acceptance of Daily Load Deliveries and Notification - If the State is harmed by purchaser's refusal to accept up to 10 truck deliveries of any one sort per day, Purchaser will be in breach of contract and subject to damages as per the D-026.2 and D-027.2 clauses. A truck delivery is all the wood delivered including sorts on super trucks, mule trains and pups brought to the delivery point by a single truck. The Purchaser shall notify the Contract Administrator at least 48 hours in advance if:
 - 1. Purchaser intends to limit the number of truck deliveries accepted on any day to less than that listed above, or
 - 2. Purchaser intends to limit the number of truck deliveries accepted on any day to the number listed above.
- e. State Notification to Purchaser - The State will notify the Purchaser when it anticipates or schedules an interruption of deliveries and when it anticipates the number of truck deliveries on any day will exceed the number listed above.
- f. If payments are not received or, the State determines that the payment security has become unsatisfactory or, a demand is made against the payment security under the P-045.2 clause the State shall suspend deliveries until such time as the violation has been remedied. Any suspension of deliveries due to late payment or inadequate payment security will be considered a Log Delivery Interruption under (c) of this clause.

G-030.2 Contract Term and Expiration Date

Purchaser agrees to accept and pay for forest products delivered through the period ending March 14, 2025.

G-054.2 Early Contract Termination

The State may terminate this contract in whole or in part by giving fifteen (15) days written notice to the Purchaser when it is in the best interests of the State. If this contract is so terminated, the State shall be liable only for the return of that portion of the initial deposit that is not required for payment, and the return of unapplied payments. The State shall not be liable for damages, whether direct or consequential.

G-056.2 Force Majeure

No Party shall be liable for any failure to perform its obligations, other than payments due, where such failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, or other natural disaster), war, act of foreign enemies, hostilities (whether war is declared or not), terrorist activities, government sanction, fire, labor dispute, strike or lockout.

Any Party asserting Force Majeure as an excuse shall have the burden of proving that reasonable steps were taken (under the circumstances) to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other Party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

In the event of Force Majeure, the State reserves the right to terminate this agreement in accordance with clause G-054.2 'Early Contract Termination'.

G-060.2 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 to be harvested or 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 VOLUME, WEIGHT, QUANTITY, OR QUALITY, of the forest products to be harvested. The descriptions of the forest products to be conveyed, are estimates only, made solely for administrative and identification purposes. The timing of forest product deliveries.
- d. Items contained in any other documents prepared for or by the State.

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-070.2 Limitation on Damage

In the event of a breach of any provision of this contract by the State, the liability of the State shall be limited to return of the unused initial deposit and unapplied payments to the Purchaser. The State shall not be liable for any damages, whether direct, incidental, or consequential.

G-112.2 Title

The State hereby warrants that State is the owner of said logs and has the right to sell same, free of liens, encumbrances, or claims, but subject to trade restrictions promulgated in WAC 240-15-015. Purchaser assumes title and all risk and responsibility for said logs upon delivery.

G-116.2 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.

G-160.2 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 logs conveyed beyond the terms of this contract.

The Purchaser agrees to notify the State in writing of their authorized representative at the log delivery destination who will be readily available and who shall be authorized to receive, on behalf of the Purchaser any instructions or notices given by the State in regard to performance under this contract, and any limits to this person's authority.

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-200.2 Notice

Notices required to be given under the following clauses shall be in writing and shall be delivered to the State or Purchaser's authorized agent or sent by certified mail to the Purchaser's address of record, so that their receipt may be acknowledged.

- G-026.2 Log Delivery Destination
- G-027.2 Log Delivery and Schedule Conditions
- G-210.2 Violation of Contract

All other notices required to be given under this contract shall be in writing and delivered to their respective authorized agent or mailed to the Party's post office address. Parties agree to notify the other of any change of mailing address.

G-210.2 Violation of Contract

- a. If Purchaser violates any provision of this contract, the Contract Administrator, by written notice, may suspend delivery of further loads of forest products. If the violation is capable of being remedied, the Purchaser has five (5) days after receipt of suspension notice to remedy the violation. If the violation cannot be remedied (such as violation of WAC 240-15-015) or Purchaser fails to remedy the violation within five (5) days after receipt of a suspension notice, the State may terminate the rights of the Purchaser under this contract and collect damages as described in the damages clause in this contract.
- b. The State has the right to remedy the breach in the absence of any indicated attempt by the 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 thirty (30) days of receipt of billing.
- c. If Purchaser's violation is a result of a failure to make payment to the State when due, in addition to (a.) above, interest shall accrue on the unpaid balance at 12 percent per annum, beginning the date payment was due. The State may secure payments from the security provided.

G-240.2 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 five business days.

- c. Within five business days of receipt of the Region Manager's decision, the Purchaser may make a written request for resolution to the Deputy Supervisor - Uplands of the Department of Natural Resources.
- d. Unless otherwise agreed, the Deputy Supervisor - Uplands will hold a conference within 15 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-252.2 Forest Excise Tax

Purchaser shall be responsible for payment of all forest excise taxes pursuant to chapter 84.33 RCW.

G-253.2 Harvesting Cost Information

The State agrees to supply all harvesting cost information to the Purchaser for their consideration in payment of forest excise taxes.

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-330.2 Contract Review

Purchaser may arrange with the Contract Administrator to review the provisions of this contract prior to the delivery of forest products.

Section P: Payments and Securities

P-010 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 the 'Payment for Forest Products' clause, 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-028.2 Payment for Forest Products Delivered

Purchaser agrees to pay the State for delivered forest products at the following rate:

\$0.00/MBF

\$250.00/MBF for incorrect species delivery*

\$20/mbf for Utility logs (Adjusted Gross).

Purchaser agrees to increase the above delivered payment rate as approved by the State in the event the location of delivery is changed per the G-026.2 clause.

Purchaser will not be billed for any delivered logs that are scaled as containing metal.

*When two or more log sorts from this project are delivered to the same destination, the species contained in them are not eligible for the species price reduction.

P-036.2 Missorts and Payment Reduction for Delivered Forest Products

Forest Products delivered that do not meet the sorting specifications in G-022.2 are considered mis-sorts. Purchaser receiving mis-sort Forest Products is required to pay the State at the bid price under this contract.

However, when mis-sorted Forest Products amount to more than 5% of the total delivered sort volume, Purchaser may request approval for payment reduction for delivered volume exceeding the mis-sort threshold.

Requests for payment reduction must be submitted to the State in writing prior to contract expiration. Eligibility for mis-sort payment reduction is subject to State approval and shall be determined by the State's delivered product analysis. Forest Products determined by the State eligible for mis-sort price reduction are not eligible for any other price adjustments.

Payment reduction for Forest Products deemed mis-sorted will be calculated as follows:

$$\text{Payment Reduction} = (B \times M) \times R$$

Where:

B = Bid rate from P-028.2 clause

M = Mis-sorted volume exceeding threshold excluding utility

R = Reduction factor*

0.2 for diameter mis-sort

0.3 for high quality mis-sort

*Logs eligible for payment reduction based on multiple reduction factors will be calculated at the higher payment reduction factor.

Third-party scaling organization information is required to determine Scribner mbf for payment reduction purposes. Value will be derived from the applicable sort value as described in this contract.

Scale information for determining mis-sort payment reduction eligibility must be obtained from roll-out scale. Truck-ramp, sample scaling, and/or bundle scaling information is not acceptable for determining eligibility.

Purchaser's exclusive remedy for mis-sorts shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code

P-037.2 Mismanufacture and Payment Reduction for Delivered Forest Products

Forest Products delivered that do not meet preferred log length specifications or multiples or combinations of preferred lengths and Forest Products delivered not meeting manufacturing standards as described in clause G-024.2 are considered mis-manufactured. Purchaser receiving mis-manufactured Forest Products is required to pay the State at the bid price under this contract.

However, when mis-manufactured Forest Products amount to more than 5% of the total delivered sort volume, Purchaser may request approval for payment reduction for delivered volume exceeding the mis-manufacture threshold.

Requests for payment reduction must be submitted to the State in writing prior to contract expiration. Eligibility for mis-manufacture payment reduction is subject to State approval and shall be determined by the State's delivered product analysis. Forest Products determined by the State eligible for mis-manufacture price reductions are not eligible for any other price adjustments.

Payment reduction for Forest Products deemed mis-manufactured will be calculated as follows:

$$\text{Payment Reduction} = (B \times M) \times (0.2)$$

Where:

B = Bid rate from P-028.2 clause

M = Mis-manufactured volume exceeding threshold excluding utility

Third-party scaling organization information is required to determine Scribner mbf for payment reduction purposes. Value will be derived from the applicable sort value as described in this contract.

Scale information for determining mis-manufacture payment reduction eligibility must be obtained from roll-out scale. Truck-ramp, sample scaling, and/or bundle scaling information is not acceptable for determining eligibility.

Purchaser's exclusive remedy for mis-manufacture shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code.

P-038.2 Average Log Length and Payment Reduction

If the average log length for all logs delivered under this contract is less than the average log length specified in the table in clause G-024.2, The amount of allowable payment reduction shall be calculated by multiplying the payment rate in P-028.2 by the total volume delivered, and the difference between the average length of logs delivered and the average log length specified in G-024.2, times 1% as follows:

$$\text{Log Length Payment Reduction} = (B \times V \times L) \times (.01)$$

Where:

B = Bid rate from P-028.2 clause

V = total delivered log Volume

L = Length in feet below specified average (rounded to nearest 1/10th)

Average log length payment reductions calculated by the Purchaser must be approved by the State, prior to payment for the final billing period.

Third-party scaling organization information is required to determine Scribner mbf and Average log length for payment reduction purposes. Average log length is determined on a piece count basis. Value of log length price reduction will be derived from the applicable sort value as described in this contract.

Scale information for determining Average log length for payment reduction eligibility must be obtained from roll-out scale. Truck-ramp, sample scaling, and/or bundle scaling information is not acceptable for determining eligibility.

Purchaser's exclusive remedy for below average log lengths shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code.

P-040.2 Weighing and Scaling Costs

Purchaser agrees to pay for all weighing costs for logs delivered regardless if logs are purchased on a weight or scale basis. In addition, Purchaser agrees to pay for all scaling costs for logs delivered on a scale basis. Purchaser also agrees to pay for all costs associated with the transmission and reporting of scale or weight data.

P-045.2 Guarantee of Payment

Prior to the delivery of forest products and at a date determined by the State, Purchaser shall guarantee payment to the State for products delivered by posting with the State an approved payment security. If the Purchaser has purchased more than one sort, the payment securities may be consolidated for all the sorts. Acceptable payment security includes cash, certificate of deposit assignment, payment bond, savings account assignment, or irrevocable bank letter of credit.

The amount of payment security shall be determined by the State. The amount of payment security shall represent at least 30 days value of forest product deliveries. Payment security for products delivered will be used to guarantee payment to the State for late or non-payments.

If at any time the State determines that the security has become unsatisfactory or a demand is made against the payment security, the Purchaser agrees to increase the amount or replace the security with one acceptable to the State within 5 business days. Failure to increase the amount or replace the security is considered a breach of contract.

P-050.2 Billing and Payment Procedure for Forest Products Delivered

The State will compute and forward to Purchaser a billing statement of charges for forest products delivered during the billing period at the delivered rate shown in P-028.2 clause. After receipt of the billing statement, Purchaser's payment must be received by the Department of Natural Resources on or before the due date shown on the billing statement. Purchaser agrees to make payment, payable to the Department of Natural Resources. Failure to pay on time for forest products delivered is considered a breach of contract.

Included with the billing statement will be a summary report for the billing period compiled by the State or their log and load reporting service.

The State will adjust final billings to account for any State approved payment reductions.

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.

Section L: Log Definitions and Accountability**L-010.2 Forest Products Conveyed**

Forest products conveyed are logs or parts of logs delivered meeting the sorting criteria defined by clause G-022.2 and manufacturing standards defined by clause G-024.2 of this contract

L-014.2 Sorts Delivered to Incorrect Destination

Purchaser has agreed to purchase the sort as described in the G-022.2 clause. In the event a load from a different sort is delivered to Purchaser, Purchaser may reject the load. If Purchaser receives an incorrectly delivered load, they shall notify the State within 24 hours. If the Purchaser accepts the load, provisions in the P-035.2 or P-036.2 clause may apply.

L-071.2 Log and Load Reporting Service

This contract may at the States discretion, require the services of a State approved third party log and load reporting service. Purchaser shall ensure log volume measurement, weight, or scale and weight data for each load is received by the log and load reporting service within 1 business day of logs being measured or weighed.

If during the term of this contract, the State discontinues use of the Log and Load Reporting Service, the State will notify the Purchaser in writing, and will approve an alternative log and load reporting process.

L-080 Scaling Rules

Determination of volume and grade of any forest products shall be conducted by a state approved third party scaling organization and in accordance with the Westside log scaling and grading rules and Scribner Volume Table, revised July 1, 1972, contained in the Northwest Log Rules Eastside and Westside Log Scaling Handbook (developed and produced by the Northwest Log Rules Advisory Group) and in effect on the date of confirmation of this contract.

Special scaling specifications shall be noted on the State's Brand Designation form which is hereby incorporated to this contract by reference.

L-110 State Approval of Log Scaling and Weighing Locations

Forest Product measurement and weighing facilities required by this contract must be approved by the State. Forest products sold under the contract which require log scaling shall be scaled, measured, or counted by a State approved third party log scaling organization. Forest products sold under the contract which require weighing shall be weighed at a location that meets Washington State Department of Agriculture approval.

Prior to forest products being hauled, the Contract Administrator must authorize in writing the use of State approved measurement and/or weighing facilities that are at or enroute to final destinations. Forest products from this sale shall be measured or weighed at facilities, which are currently approved for use by the State and are currently authorized for this sale. The State reserves the right to verify load volume and weights with State employees or contractors at the State's own expense. The State reserves the right to revoke the authorization of previously approved measurement locations.

Section D: Damages**D-010 Liquidated Damages**

The clauses in the DAMAGES section of this contract provide for payments by Purchaser to the State for certain breaches of the terms of this contract. These payments are agreed to as liquidated damages and not as penalties. They are reasonable estimates of anticipated harm to the State 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.

D-026.2 Damages for Delivery Interruptions and Load Non-Acceptance

- a. Purchaser's failure to accept delivery of forest products due to an extended delivery interruption exceeding the limits as described in the G-027.2 (c) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of \$1,000.00 per each day of breach, until breach is remedied.

- b. Unless Purchaser and the State have made a prior agreement in writing, Purchaser's failure to accept at least the number of delivered loads as described in the G-027.2 (d) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of \$200 per each truck delivery not accepted, until breach is remedied.

D-027.2 Failure to Accept Forest Products Sold

Purchaser's failure to accept all or part of the forest products sold in this agreement prior to expiration or completion of the contract results in substantial injury to the State. Except for reasons other than 'Force Majeure' (G-056.2), either section a. or b. below will apply as determined by the State.

- a. When Purchaser's refusal to accept forest products does not prevent further harvesting operations, or forest products can be re-sold to another buyer acceptable to the State, Purchaser shall be liable for and pay State for actual damages plus costs, as determined by the State associated with the administration and re-sale of forest products not accepted by Purchaser under the terms of this contract.
- b. When Purchaser's refusal to accept forest products causes a stoppage of the State's harvesting operations and prevents the State from further harvest of the sale area, the actual damage to the State and associated costs are difficult to assess. The remaining value of all the forest products left in the sale area once the stoppage occurs is not readily ascertainable. Purchaser's failure to perform disrupts the State's management plans. Therefore, Purchaser agrees to pay the State as liquidated damages, a sum calculated using the following formula:

$$LD = (.35V - I) + C + A - P$$

Where:

LD = Liquidated Damages

V = The stumpage value remaining in the sale area at the date of work stoppage. This will be determined by multiplying the contract bid rate contained in the P-028.2 clause for all sorts originating in the sale area, by the State's estimate of the remaining volume, less the cost of harvesting and delivery associated with each sort.

I = Initial Deposit

C = Costs associated with required harvesting services and road construction services prior to work stoppage but not amortized or paid.

A = Administrative fee = \$2,500.00

P = Advance payments received exceeding the value of logs delivered under this contract.

The above formula reflects the Purchaser's forfeiture of the initial deposit in accordance with clause P-010 by deducting the initial deposit from the amount owed. In no event shall the liquidated damages be less than zero. Interest on the liquidated

damage is owed from the date of the work stoppage until final payment, calculated using the following formula:

$$\text{Interest} = r \times \text{LD} \times N$$

Where:

r = daily equivalent of an annual interest at current interest rate as established by WAC 332-100-030.

N = Number of days from work stoppage to time of payment

D-030.2 Inadequate Log Accountability

Failure to provide weighing and third party scaling information result in substantial injury to the State. The potential loss of accountability is not readily ascertainable. These contractual breaches result in an increase in the potential for the delivery of forest products for which the State receives inadequate payment and causes an increase in the State's administration costs associated with this contract. The actual costs of these breaches are difficult to assess.

For these reasons, Purchaser's payments for forest product delivery under this contract will be increased in the following amounts, as liquidated damages, to compensate the State for these breaches: \$250.00 each time a load weight is not provided as required by the contract, and \$250.00 each time load scale data is not determined and provided by a State approved third party scaling organization in accordance with this contract.

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

William Wells

Print Name

Olympic Region Manager

Date: _____

Date: _____

Address: _____

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 _____

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

LOG SALE AND PURCHASE CONTRACT

AGREEMENT NO. 30-0106416

SALE NAME: PISTOL PETE SORT 09

**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-001.2 Definitions

The following definitions apply throughout this contract;

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

Contractor: State-selected harvester responsible to perform all duties as required by the Harvesting Services Contract, including but not limited to timber harvesting, road construction, debris removal and piling, hauling and delivery of forest products for weighing and/or scaling, to the Purchasers of the timber sales Sorts.

Delivery: Occurs when logs or forest products meeting the sorting specifications arrive at the Purchasers destination, as described in the contract.

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

Harvesting: A general term, referring to the Contractor's various obligations under the Harvesting Services Contract.

Harvesting Services Contract: Contract between the Contractor and the State, which sets forth the procedures and obligations of the Contractor for completing the harvesting of timber, and the delivery of various log sorts to the State’s purchasers, and the payment obligations of the State, The Harvesting Services Contract will include a Road Plan for any road construction or reconstruction, where applicable.

Log Sale and Purchase Contract: Purchase Agreement between the State and Purchaser(s) of particular log sorts from the timber sale.

Purchaser: The company or individual that has entered into a Log Sale Contract with the State for individual log sorts from the timber sale area. The Contractor must deliver the designated log sorts to this company or individual. Contractor will likely be delivering different log sorts to different purchasers under the Harvesting Services Contract.

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.

G-010.2 Products Sold and Sale Area

Purchaser was the successful bidder on July 24, 2024 and sale was confirmed on _____. The State, as owner, agrees to sell and deliver to the Purchaser logs meeting the log sort specifications as described in the G-022.2 clause. Logs will be delivered from the PISTOL PETE SORTS Timber Sale described as parts of Section 1 in Township 29 North, Range 5 West, Sections 31 all in Township 30 North, Range 4 West, Sections 23, 24, and 36 all in Township 30 North, Range 5 West W.M., in Clallam County.

G-022.2 Sorting Specifications

Purchaser shall accept and pay for delivery of log sorts by a state selected contractor to the designated Purchaser location that meets the following specifications:

Agreement No.	Sort #	Description	Destination
106416	9	Conifer Pulp 2" + dib	

G-024.2 Manufacturing Standards

All forest products except poles, produced and sold under this contract will be manufactured to maximize the amount of logs meeting preferred log lengths and to achieve the average log length listed.

Agreement No.	Sort #	Scaling Rule
106416	09	WS

Average Log Length	Preferred Log Lengths
N/A	

"WS" indicates that west side scaling rules apply. Minimum trim is 8 inches per scaling segment for west side scaling rules. "ES" indicates that east side scaling rules apply. Minimum trim is 4 inches per scaling segment for east side scaling rules.

Poles produced under this contract will be manufactured to ANSI specifications (American National Standard Specifications and Dimensions for Wood Poles), in force at the time of signing this contract.

- a. Sweep will be limited to within the bole of the log as measured using a tape stretched between the centers of each end of the log.
- b. Logs approved by the state for peelers shall be chuckable with no more than a 2 inch diameter area of rot within a 5 inch diameter circle located at the center of either end of the log.
- c. Limbs and knots shall be cut flush, with no more than 15 percent of a log having limbs or knots over 2 inches in diameter extending more than 2 inches above the surface of the log.

G-026.2 Log Delivery Destination

Purchaser shall accept logs delivered to the destination as described in the G-022.2 clause. Purchaser may make a written request to the State for a change in log delivery destination or scaling or weighing location. If agreeable and in the best interest of the State, the State may approve the Purchaser's request. Written approval must be granted by the State prior to log delivery to a new destination or use of a new scaling or weighing facility.

Increased haul distance shall result in an increase in the P-028.2 log delivery payment rate in an amount to be calculated by the State. In no circumstance shall the payment rate for delivered logs be reduced as a result of a state approved delivery destination or scaling or weighing facility change.

Purchaser may refuse loads delivered to the wrong destination.

G-027.2 Log Delivery Schedule and Conditions

- a. Delivery hours - Purchaser agrees to accept logs from the Contractor at the Purchaser's delivery location during Purchaser's working hours or at least between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except legal holidays unless otherwise agreed upon by the State.

- b. Improperly loaded trucks - It is understood and agreed that the Purchaser incurs no obligation to accept improperly or illegally loaded trucks in its facility. Any truck so loaded may be directed to vacate the yard and shall remain the responsibility of the harvesting contractor. The Purchaser shall notify the State within 24 hours of any load (s) rejected and specify the reasons why.
- c. Log Delivery Interruptions - Purchaser may schedule times in which delivery of logs will not be accepted. The Purchaser shall notify the Contract Administrator at least five (5) working days before the scheduled interruption or closure occurs. The duration of the log delivery interruption shall not exceed seven (7) consecutive working days or a total of ten (10) working days over the duration of the contract term. If Purchaser's scheduled delivery interruption exceeds contract requirements and causes the State harm, Purchaser will be in breach of contract and subject to liquidated damages as per the D-026.2 and D-027.2 clauses, unless Purchaser and the State have made a prior agreement in writing to mitigate potential harm to the State.
- d. Required Acceptance of Daily Load Deliveries and Notification - If the State is harmed by purchaser's refusal to accept up to 10 truck deliveries of any one sort per day, Purchaser will be in breach of contract and subject to damages as per the D-026.2 and D-027.2 clauses. A truck delivery is all the wood delivered including sorts on super trucks, mule trains and pups brought to the delivery point by a single truck. The Purchaser shall notify the Contract Administrator at least 48 hours in advance if:
 - 1. Purchaser intends to limit the number of truck deliveries accepted on any day to less than that listed above, or
 - 2. Purchaser intends to limit the number of truck deliveries accepted on any day to the number listed above.
- e. State Notification to Purchaser - The State will notify the Purchaser when it anticipates or schedules an interruption of deliveries and when it anticipates the number of truck deliveries on any day will exceed the number listed above.
- f. If payments are not received or, the State determines that the payment security has become unsatisfactory or, a demand is made against the payment security under the P-045.2 clause the State shall suspend deliveries until such time as the violation has been remedied. Any suspension of deliveries due to late payment or inadequate payment security will be considered a Log Delivery Interruption under (c) of this clause.

G-030.2 Contract Term and Expiration Date

Purchaser agrees to accept and pay for forest products delivered through the period ending March 14, 2025.

G-054.2 Early Contract Termination

The State may terminate this contract in whole or in part by giving fifteen (15) days written notice to the Purchaser when it is in the best interests of the State. If this contract is so terminated, the State shall be liable only for the return of that portion of the initial deposit that is not required for payment, and the return of unapplied payments. The State shall not be liable for damages, whether direct or consequential.

G-056.2 Force Majeure

No Party shall be liable for any failure to perform its obligations, other than payments due, where such failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, or other natural disaster), war, act of foreign enemies, hostilities (whether war is declared or not), terrorist activities, government sanction, fire, labor dispute, strike or lockout.

Any Party asserting Force Majeure as an excuse shall have the burden of proving that reasonable steps were taken (under the circumstances) to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other Party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

In the event of Force Majeure, the State reserves the right to terminate this agreement in accordance with clause G-054.2 'Early Contract Termination'.

G-060.2 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 to be harvested or 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 VOLUME, WEIGHT, QUANTITY, OR QUALITY, of the forest products to be harvested. The descriptions of the forest products to be conveyed, are estimates only, made solely for administrative and identification purposes. The timing of forest product deliveries.
- d. Items contained in any other documents prepared for or by the State.

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-070.2 Limitation on Damage

In the event of a breach of any provision of this contract by the State, the liability of the State shall be limited to return of the unused initial deposit and unapplied payments to the Purchaser. The State shall not be liable for any damages, whether direct, incidental, or consequential.

G-112.2 Title

The State hereby warrants that State is the owner of said logs and has the right to sell same, free of liens, encumbrances, or claims, but subject to trade restrictions promulgated in WAC 240-15-015. Purchaser assumes title and all risk and responsibility for said logs upon delivery.

G-116.2 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.

G-160.2 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 logs conveyed beyond the terms of this contract.

The Purchaser agrees to notify the State in writing of their authorized representative at the log delivery destination who will be readily available and who shall be authorized to receive, on behalf of the Purchaser any instructions or notices given by the State in regard to performance under this contract, and any limits to this person's authority.

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-200.2 Notice

Notices required to be given under the following clauses shall be in writing and shall be delivered to the State or Purchaser's authorized agent or sent by certified mail to the Purchaser's address of record, so that their receipt may be acknowledged.

G-026.2 Log Delivery Destination
G-027.2 Log Delivery and Schedule Conditions
G-210.2 Violation of Contract

All other notices required to be given under this contract shall be in writing and delivered to their respective authorized agent or mailed to the Party's post office address. Parties agree to notify the other of any change of mailing address.

G-210.2 Violation of Contract

- a. If Purchaser violates any provision of this contract, the Contract Administrator, by written notice, may suspend delivery of further loads of forest products. If the violation is capable of being remedied, the Purchaser has five (5) days after receipt of suspension notice to remedy the violation. If the violation cannot be remedied (such as violation of WAC 240-15-015) or Purchaser fails to remedy the violation within five (5) days after receipt of a suspension notice, the State may terminate the rights of the Purchaser under this contract and collect damages as described in the damages clause in this contract.
- b. The State has the right to remedy the breach in the absence of any indicated attempt by the 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 thirty (30) days of receipt of billing.
- c. If Purchaser's violation is a result of a failure to make payment to the State when due, in addition to (a.) above, interest shall accrue on the unpaid balance at 12 percent per annum, beginning the date payment was due. The State may secure payments from the security provided.

G-240.2 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 five business days.

- c. Within five business days of receipt of the Region Manager's decision, the Purchaser may make a written request for resolution to the Deputy Supervisor - Uplands of the Department of Natural Resources.
- d. Unless otherwise agreed, the Deputy Supervisor - Uplands will hold a conference within 15 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-252.2 Forest Excise Tax

Purchaser shall be responsible for payment of all forest excise taxes pursuant to chapter 84.33 RCW.

G-253.2 Harvesting Cost Information

The State agrees to supply all harvesting cost information to the Purchaser for their consideration in payment of forest excise taxes.

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-330.2 Contract Review

Purchaser may arrange with the Contract Administrator to review the provisions of this contract prior to the delivery of forest products.

Section P: Payments and Securities

P-010 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 the 'Payment for Forest Products' clause, 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-028.2 Payment for Forest Products Delivered

Purchaser agrees to pay the State for delivered forest products at the following rate:

\$0.00/Ton

Purchaser agrees to increase the above delivered payment rate as approved by the State in the event the location of delivery is changed per the G-026.2 clause.

Purchaser will not be billed for any delivered logs that are scaled as containing metal.

P-036.2 Missorts and Payment Reduction for Delivered Forest Products

Forest Products delivered that do not meet the sorting specifications in G-022.2 are considered mis-sorts. Purchaser receiving mis-sort Forest Products is required to pay the State at the bid price under this contract.

However, when mis-sorted Forest Products amount to more than 5% of the total delivered sort volume, Purchaser may request approval for payment reduction for delivered volume exceeding the mis-sort threshold.

Requests for payment reduction must be submitted to the State in writing prior to contract expiration. Eligibility for mis-sort payment reduction is subject to State approval and shall be determined by the State's delivered product analysis. Forest Products determined by the State eligible for mis-sort price reduction are not eligible for any other price adjustments.

Payment reduction for Forest Products deemed mis-sorted will be calculated as follows:

$$\text{Payment Reduction} = (B \times M) \times R$$

Where:

B = Bid rate from P-028.2 clause

M = Mis-sorted volume exceeding threshold excluding utility

R = Reduction factor*

0.2 for diameter mis-sort

0.3 for high quality mis-sort

*Logs eligible for payment reduction based on multiple reduction factors will be calculated at the higher payment reduction factor.

Third-party scaling organization information is required to determine Scribner mbf for payment reduction purposes. Value will be derived from the applicable sort value as described in this contract.

Scale information for determining mis-sort payment reduction eligibility must be obtained from roll-out scale. Truck-ramp, sample scaling, and/or bundle scaling information is not acceptable for determining eligibility.

Purchaser's exclusive remedy for mis-sorts shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code

P-037.2 Mismanufacture and Payment Reduction for Delivered Forest Products

Forest Products delivered that do not meet preferred log length specifications or multiples or combinations of preferred lengths and Forest Products delivered not meeting manufacturing standards as described in clause G-024.2 are considered mis-manufactured. Purchaser receiving mis-manufactured Forest Products is required to pay the State at the bid price under this contract.

However, when mis-manufactured Forest Products amount to more than 5% of the total delivered sort volume, Purchaser may request approval for payment reduction for delivered volume exceeding the mis-manufacture threshold.

Requests for payment reduction must be submitted to the State in writing prior to contract expiration. Eligibility for mis-manufacture payment reduction is subject to State approval and shall be determined by the State's delivered product analysis. Forest Products determined by the State eligible for mis-manufacture price reductions are not eligible for any other price adjustments.

Payment reduction for Forest Products deemed mis-manufactured will be calculated as follows:

$$\text{Payment Reduction} = (B \times M) \times (0.2)$$

Where:

B = Bid rate from P-028.2 clause

M = Mis-manufactured volume exceeding threshold excluding utility

Third-party scaling organization information is required to determine Scribner mbf for payment reduction purposes. Value will be derived from the applicable sort value as described in this contract.

Scale information for determining mis-manufacture payment reduction eligibility must be obtained from roll-out scale. Truck-ramp, sample scaling, and/or bundle scaling information is not acceptable for determining eligibility.

Purchaser's exclusive remedy for mis-manufacture shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code.

P-039.2 Tonnage Sort Payment Reduction Requirements

Purchaser must provide a plan in writing, acceptable to the State, to acquire third party Scribner mbf scaling information in order to be eligible for a payment reduction for a tonnage sort according to clauses P-036.2 or P-037.2. Logs delivered and accepted by the Purchaser prior to the State's acceptance of Purchaser's written payment reduction plan are not eligible for payment reduction.

Failure of Purchaser to provide sample scale data in a timely, accurate and legible basis will void an approved sample scale plan.

An approved payment reduction plan can be voided at the sole discretion of the State.

For the purpose of tonnage sort payment reduction requests, preferred log lengths for tonnage sawlog sorts shall include the following plus any additional lengths identified in clause G-024.2:

Species Type	Preferred Lengths
Conifer Sorts	16', 20', 24', 26', 32', 40'
Hardwood Sorts	18', 20', 26', 28', 30', 36', 38', 40'

P-040.2 Weighing and Scaling Costs

Purchaser agrees to pay for all weighing costs for logs delivered regardless if logs are purchased on a weight or scale basis. In addition, Purchaser agrees to pay for all scaling costs for logs delivered on a scale basis. Purchaser also agrees to pay for all costs associated with the transmission and reporting of scale or weight data.

P-045.2 Guarantee of Payment

Prior to the delivery of forest products and at a date determined by the State, Purchaser shall guarantee payment to the State for products delivered by posting with the State an approved payment security. If the Purchaser has purchased more than one sort, the payment securities may be consolidated for all the sorts. Acceptable payment security includes cash, certificate of deposit assignment, payment bond, savings account assignment, or irrevocable bank letter of credit.

The amount of payment security shall be determined by the State. The amount of payment security shall represent at least 30 days value of forest product deliveries. Payment security for products delivered will be used to guarantee payment to the State for late or non-payments.

If at any time the State determines that the security has become unsatisfactory or a demand is made against the payment security, the Purchaser agrees to increase the amount or replace the security with one acceptable to the State within 5 business days. Failure to increase the amount or replace the security is considered a breach of contract.

P-050.2 Billing and Payment Procedure for Forest Products Delivered

The State will compute and forward to Purchaser a billing statement of charges for forest products delivered during the billing period at the delivered rate shown in P-028.2 clause. After receipt of the billing statement, Purchaser's payment must be received by the Department of Natural Resources on or before the due date shown on the billing statement. Purchaser agrees to make payment, payable to the Department of Natural Resources. Failure to pay on time for forest products delivered is considered a breach of contract.

Included with the billing statement will be a summary report for the billing period compiled by the State or their log and load reporting service.

The State will adjust final billings to account for any State approved payment reductions.

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.

Section L: Log Definitions and Accountability

L-010.2 Forest Products Conveyed

Forest products conveyed are logs or parts of logs delivered meeting the sorting criteria defined by clause G-022.2 and manufacturing standards defined by clause G-024.2 of this contract

L-014.2 Sorts Delivered to Incorrect Destination

Purchaser has agreed to purchase the sort as described in the G-022.2 clause. In the event a load from a different sort is delivered to Purchaser, Purchaser may reject the load. If Purchaser receives an incorrectly delivered load, they shall notify the State within 24 hours. If the Purchaser accepts the load, provisions in the P-035.2 or P-036.2 clause may apply.

L-071.2 Log and Load Reporting Service

This contract may at the States discretion, require the services of a State approved third party log and load reporting service. Purchaser shall ensure log volume measurement, weight, or scale and weight data for each load is received by the log and load reporting service within 1 business day of logs being measured or weighed.

If during the term of this contract, the State discontinues use of the Log and Load Reporting Service, the State will notify the Purchaser in writing, and will approve an alternative log and load reporting process.

L-080 Scaling Rules

Determination of volume and grade of any forest products shall be conducted by a state approved third party scaling organization and in accordance with the Westside log scaling and grading rules and Scribner Volume Table, revised July 1, 1972, contained in the Northwest Log Rules Eastside and Westside Log Scaling Handbook (developed and produced by the Northwest Log Rules Advisory Group) and in effect on the date of confirmation of this contract.

Special scaling specifications shall be noted on the State's Brand Designation form which is hereby incorporated to this contract by reference.

L-110 State Approval of Log Scaling and Weighing Locations

Forest Product measurement and weighing facilities required by this contract must be approved by the State. Forest products sold under the contract which require log scaling shall be scaled, measured, or counted by a State approved third party log scaling organization. Forest products sold under the contract which require weighing shall be weighed at a location that meets Washington State Department of Agriculture approval.

Prior to forest products being hauled, the Contract Administrator must authorize in writing the use of State approved measurement and/or weighing facilities that are at or enroute to final destinations. Forest products from this sale shall be measured or weighed at facilities, which are currently approved for use by the State and are currently authorized for this sale. The State reserves the right to verify load volume and weights with State employees or contractors at the State's own expense. The State reserves the right to revoke the authorization of previously approved measurement locations.

Section D: Damages**D-010 Liquidated Damages**

The clauses in the DAMAGES section of this contract provide for payments by Purchaser to the State for certain breaches of the terms of this contract. These payments are agreed to as liquidated damages and not as penalties. They are reasonable estimates of anticipated harm to the State 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.

D-026.2 Damages for Delivery Interruptions and Load Non-Acceptance

- a. Purchaser's failure to accept delivery of forest products due to an extended delivery interruption exceeding the limits as described in the G-027.2 (c) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of \$1,000.00 per each day of breach, until breach is remedied.
- b. Unless Purchaser and the State have made a prior agreement in writing, Purchaser's failure to accept at least the number of delivered loads as described in the G-027.2 (d) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of \$200 per each truck delivery not accepted, until breach is remedied.

D-027.2 Failure to Accept Forest Products Sold

Purchaser's failure to accept all or part of the forest products sold in this agreement prior to expiration or completion of the contract results in substantial injury to the State. Except for reasons other than 'Force Majeure' (G-056.2), either section a. or b. below will apply as determined by the State.

- a. When Purchaser’s refusal to accept forest products does not prevent further harvesting operations, or forest products can be re-sold to another buyer acceptable to the State, Purchaser shall be liable for and pay State for actual damages plus costs, as determined by the State associated with the administration and re-sale of forest products not accepted by Purchaser under the terms of this contract.
- b. When Purchaser’s refusal to accept forest products causes a stoppage of the State’s harvesting operations and prevents the State from further harvest of the sale area, the actual damage to the State and associated costs are difficult to assess. The remaining value of all the forest products left in the sale area once the stoppage occurs is not readily ascertainable. Purchaser’s failure to perform disrupts the State’s management plans. Therefore, Purchaser agrees to pay the State as liquidated damages, a sum calculated using the following formula:

$$LD = (.35V-I) + C+ A - P$$

Where:

- LD = Liquidated Damages
- V = The stumpage value remaining in the sale area at the date of work stoppage. This will be determined by multiplying the contract bid rate contained in the P-028.2 clause for all sorts originating in the sale area, by the State’s estimate of the remaining volume, less the cost of harvesting and delivery associated with each sort.
- I = Initial Deposit
- C = Costs associated with required harvesting services and road construction services prior to work stoppage but not amortized or paid.
- A = Administrative fee = \$2,500.00
- P = Advance payments received exceeding the value of logs delivered under this contract.

The above formula reflects the Purchaser’s forfeiture of the initial deposit in accordance with clause P-010 by deducting the initial deposit from the amount owed. In no event shall the liquidated damages be less than zero. Interest on the liquidated damage is owed from the date of the work stoppage until final payment, calculated using the following formula:

$$\text{Interest} = r \times LD \times N$$

Where:

r = daily equivalent of an annual interest at current interest rate as established by WAC 332-100-030.

N = Number of days from work stoppage to time of payment

D-030.2 Inadequate Log Accountability

Failure to provide weighing and third party scaling information result in substantial injury to the State. The potential loss of accountability is not readily ascertainable. These contractual breaches result in an increase in the potential for the delivery of forest products for which the State receives inadequate payment and causes an increase in the State's administration costs associated with this contract. The actual costs of these breaches are difficult to assess.

For these reasons, Purchaser’s payments for forest product delivery under this contract will be increased in the following amounts, as liquidated damages, to compensate the State for these breaches: \$250.00 each time a load weight is not provided as required by the contract, and \$250.00 each time load scale data is not determined and provided by a State approved third party scaling organization in accordance with this contract.

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

William Wells
Olympic Region Manager

Print Name

Date: _____

Date: _____

Address:

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 _____

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

LOG SALE AND PURCHASE CONTRACT

AGREEMENT NO. 30-0106417

SALE NAME: PISTOL PETE SORT 10

**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-001.2 Definitions

The following definitions apply throughout this contract;

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

Contractor: State-selected harvester responsible to perform all duties as required by the Harvesting Services Contract, including but not limited to timber harvesting, road construction, debris removal and piling, hauling and delivery of forest products for weighing and/or scaling, to the Purchasers of the timber sales Sorts.

Delivery: Occurs when logs or forest products meeting the sorting specifications arrive at the Purchasers destination, as described in the contract.

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

Harvesting: A general term, referring to the Contractor's various obligations under the Harvesting Services Contract.

Harvesting Services Contract: Contract between the Contractor and the State, which sets forth the procedures and obligations of the Contractor for completing the harvesting of timber, and the delivery of various log sorts to the State’s purchasers, and the payment obligations of the State, The Harvesting Services Contract will include a Road Plan for any road construction or reconstruction, where applicable.

Log Sale and Purchase Contract: Purchase Agreement between the State and Purchaser(s) of particular log sorts from the timber sale.

Purchaser: The company or individual that has entered into a Log Sale Contract with the State for individual log sorts from the timber sale area. The Contractor must deliver the designated log sorts to this company or individual. Contractor will likely be delivering different log sorts to different purchasers under the Harvesting Services Contract.

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.

G-010.2 Products Sold and Sale Area

Purchaser was the successful bidder on July 24, 2023 and sale was confirmed on _____. The State, as owner, agrees to sell and deliver to the Purchaser logs meeting the log sort specifications as described in the G-022.2 clause. Logs will be delivered from the PISTOL PETE SORTS Timber Sale described as parts of Section 1 in Township 29 North, Range 5 West, Sections 31 all in Township 30 North, Range 4 West, Sections 23, 24, and 36 all in Township 30 North, Range 5 West W.M., in Clallam County.

G-022.2 Sorting Specifications

Purchaser shall accept and pay for delivery of log sorts by a state selected contractor to the designated Purchaser location that meets the following specifications:

Agreement No.	Sort #	Description	Destination
106417	10	Hardwood Pulp 2"+ dib	

G-024.2 Manufacturing Standards

All forest products except poles, produced and sold under this contract will be manufactured to maximize the amount of logs meeting preferred log lengths and to achieve the average log length listed.

Agreement No.	Sort #	Scaling Rule
106417	10	WS

Average Log Length	Preferred Log Lengths
N/A	

"WS" indicates that west side scaling rules apply. Minimum trim is 8 inches per scaling segment for west side scaling rules. "ES" indicates that east side scaling rules apply. Minimum trim is 4 inches per scaling segment for east side scaling rules.

Poles produced under this contract will be manufactured to ANSI specifications (American National Standard Specifications and Dimensions for Wood Poles), in force at the time of signing this contract.

- a. Sweep will be limited to within the bole of the log as measured using a tape stretched between the centers of each end of the log.
- b. Logs approved by the state for peelers shall be chuckable with no more than a 2 inch diameter area of rot within a 5 inch diameter circle located at the center of either end of the log.
- c. Limbs and knots shall be cut flush, with no more than 15 percent of a log having limbs or knots over 2 inches in diameter extending more than 2 inches above the surface of the log.

G-026.2 Log Delivery Destination

Purchaser shall accept logs delivered to the destination as described in the G-022.2 clause. Purchaser may make a written request to the State for a change in log delivery destination or scaling or weighing location. If agreeable and in the best interest of the State, the State may approve the Purchaser's request. Written approval must be granted by the State prior to log delivery to a new destination or use of a new scaling or weighing facility.

Increased haul distance shall result in an increase in the P-028.2 log delivery payment rate in an amount to be calculated by the State. In no circumstance shall the payment rate for delivered logs be reduced as a result of a state approved delivery destination or scaling or weighing facility change.

Purchaser may refuse loads delivered to the wrong destination.

G-027.2 Log Delivery Schedule and Conditions

- a. Delivery hours - Purchaser agrees to accept logs from the Contractor at the Purchaser's delivery location during Purchaser's working hours or at least between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except legal holidays unless otherwise agreed upon by the State.

- b. Improperly loaded trucks - It is understood and agreed that the Purchaser incurs no obligation to accept improperly or illegally loaded trucks in its facility. Any truck so loaded may be directed to vacate the yard and shall remain the responsibility of the harvesting contractor. The Purchaser shall notify the State within 24 hours of any load (s) rejected and specify the reasons why.
- c. Log Delivery Interruptions - Purchaser may schedule times in which delivery of logs will not be accepted. The Purchaser shall notify the Contract Administrator at least five (5) working days before the scheduled interruption or closure occurs. The duration of the log delivery interruption shall not exceed seven (7) consecutive working days or a total of ten (10) working days over the duration of the contract term. If Purchaser's scheduled delivery interruption exceeds contract requirements and causes the State harm, Purchaser will be in breach of contract and subject to liquidated damages as per the D-026.2 and D-027.2 clauses, unless Purchaser and the State have made a prior agreement in writing to mitigate potential harm to the State.
- d. Required Acceptance of Daily Load Deliveries and Notification - If the State is harmed by purchaser's refusal to accept up to 10 truck deliveries of any one sort per day, Purchaser will be in breach of contract and subject to damages as per the D-026.2 and D-027.2 clauses. A truck delivery is all the wood delivered including sorts on super trucks, mule trains and pups brought to the delivery point by a single truck. The Purchaser shall notify the Contract Administrator at least 48 hours in advance if:
 - 1. Purchaser intends to limit the number of truck deliveries accepted on any day to less than that listed above, or
 - 2. Purchaser intends to limit the number of truck deliveries accepted on any day to the number listed above.
- e. State Notification to Purchaser - The State will notify the Purchaser when it anticipates or schedules an interruption of deliveries and when it anticipates the number of truck deliveries on any day will exceed the number listed above.
- f. If payments are not received or, the State determines that the payment security has become unsatisfactory or, a demand is made against the payment security under the P-045.2 clause the State shall suspend deliveries until such time as the violation has been remedied. Any suspension of deliveries due to late payment or inadequate payment security will be considered a Log Delivery Interruption under (c) of this clause.

G-030.2 Contract Term and Expiration Date

Purchaser agrees to accept and pay for forest products delivered through the period ending March 14, 2025.

G-054.2 Early Contract Termination

The State may terminate this contract in whole or in part by giving fifteen (15) days written notice to the Purchaser when it is in the best interests of the State. If this contract is so terminated, the State shall be liable only for the return of that portion of the initial deposit that is not required for payment, and the return of unapplied payments. The State shall not be liable for damages, whether direct or consequential.

G-056.2 Force Majeure

No Party shall be liable for any failure to perform its obligations, other than payments due, where such failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, or other natural disaster), war, act of foreign enemies, hostilities (whether war is declared or not), terrorist activities, government sanction, fire, labor dispute, strike or lockout.

Any Party asserting Force Majeure as an excuse shall have the burden of proving that reasonable steps were taken (under the circumstances) to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other Party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

In the event of Force Majeure, the State reserves the right to terminate this agreement in accordance with clause G-054.2 'Early Contract Termination'.

G-060.2 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 to be harvested or 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 VOLUME, WEIGHT, QUANTITY, OR QUALITY, of the forest products to be harvested. The descriptions of the forest products to be conveyed, are estimates only, made solely for administrative and identification purposes. The timing of forest product deliveries.
- d. Items contained in any other documents prepared for or by the State.

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-070.2 Limitation on Damage

In the event of a breach of any provision of this contract by the State, the liability of the State shall be limited to return of the unused initial deposit and unapplied payments to the Purchaser. The State shall not be liable for any damages, whether direct, incidental, or consequential.

G-112.2 Title

The State hereby warrants that State is the owner of said logs and has the right to sell same, free of liens, encumbrances, or claims, but subject to trade restrictions promulgated in WAC 240-15-015. Purchaser assumes title and all risk and responsibility for said logs upon delivery.

G-116.2 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.

G-160.2 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 logs conveyed beyond the terms of this contract.

The Purchaser agrees to notify the State in writing of their authorized representative at the log delivery destination who will be readily available and who shall be authorized to receive, on behalf of the Purchaser any instructions or notices given by the State in regard to performance under this contract, and any limits to this person's authority.

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-200.2 Notice

Notices required to be given under the following clauses shall be in writing and shall be delivered to the State or Purchaser's authorized agent or sent by certified mail to the Purchaser's address of record, so that their receipt may be acknowledged.

G-026.2 Log Delivery Destination
G-027.2 Log Delivery and Schedule Conditions
G-210.2 Violation of Contract

All other notices required to be given under this contract shall be in writing and delivered to their respective authorized agent or mailed to the Party's post office address. Parties agree to notify the other of any change of mailing address.

G-210.2 Violation of Contract

- a. If Purchaser violates any provision of this contract, the Contract Administrator, by written notice, may suspend delivery of further loads of forest products. If the violation is capable of being remedied, the Purchaser has five (5) days after receipt of suspension notice to remedy the violation. If the violation cannot be remedied (such as violation of WAC 240-15-015) or Purchaser fails to remedy the violation within five (5) days after receipt of a suspension notice, the State may terminate the rights of the Purchaser under this contract and collect damages as described in the damages clause in this contract.
- b. The State has the right to remedy the breach in the absence of any indicated attempt by the 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 thirty (30) days of receipt of billing.
- c. If Purchaser's violation is a result of a failure to make payment to the State when due, in addition to (a.) above, interest shall accrue on the unpaid balance at 12 percent per annum, beginning the date payment was due. The State may secure payments from the security provided.

G-240.2 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 five business days.

- c. Within five business days of receipt of the Region Manager's decision, the Purchaser may make a written request for resolution to the Deputy Supervisor - Uplands of the Department of Natural Resources.
- d. Unless otherwise agreed, the Deputy Supervisor - Uplands will hold a conference within 15 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-252.2 Forest Excise Tax

Purchaser shall be responsible for payment of all forest excise taxes pursuant to chapter 84.33 RCW.

G-253.2 Harvesting Cost Information

The State agrees to supply all harvesting cost information to the Purchaser for their consideration in payment of forest excise taxes.

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-330.2 Contract Review

Purchaser may arrange with the Contract Administrator to review the provisions of this contract prior to the delivery of forest products.

Section P: Payments and Securities

P-010 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 the 'Payment for Forest Products' clause, 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-028.2 Payment for Forest Products Delivered

Purchaser agrees to pay the State for delivered forest products at the following rate:

\$0.00/Ton

Purchaser agrees to increase the above delivered payment rate as approved by the State in the event the location of delivery is changed per the G-026.2 clause.

Purchaser will not be billed for any delivered logs that are scaled as containing metal.

P-036.2 Missorts and Payment Reduction for Delivered Forest Products

Forest Products delivered that do not meet the sorting specifications in G-022.2 are considered mis-sorts. Purchaser receiving mis-sort Forest Products is required to pay the State at the bid price under this contract.

However, when mis-sorted Forest Products amount to more than 5% of the total delivered sort volume, Purchaser may request approval for payment reduction for delivered volume exceeding the mis-sort threshold.

Requests for payment reduction must be submitted to the State in writing prior to contract expiration. Eligibility for mis-sort payment reduction is subject to State approval and shall be determined by the State's delivered product analysis. Forest Products determined by the State eligible for mis-sort price reduction are not eligible for any other price adjustments.

Payment reduction for Forest Products deemed mis-sorted will be calculated as follows:

$$\text{Payment Reduction} = (B \times M) \times R$$

Where:

B = Bid rate from P-028.2 clause

M = Mis-sorted volume exceeding threshold excluding utility

R = Reduction factor*

0.2 for diameter mis-sort

0.3 for high quality mis-sort

*Logs eligible for payment reduction based on multiple reduction factors will be calculated at the higher payment reduction factor.

Third-party scaling organization information is required to determine Scribner mbf for payment reduction purposes. Value will be derived from the applicable sort value as described in this contract.

Scale information for determining mis-sort payment reduction eligibility must be obtained from roll-out scale. Truck-ramp, sample scaling, and/or bundle scaling information is not acceptable for determining eligibility.

Purchaser's exclusive remedy for mis-sorts shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code

P-037.2 Mismatch and Payment Reduction for Delivered Forest Products

Forest Products delivered that do not meet preferred log length specifications or multiples or combinations of preferred lengths and Forest Products delivered not meeting manufacturing standards as described in clause G-024.2 are considered mis-manufactured. Purchaser receiving mis-manufactured Forest Products is required to pay the State at the bid price under this contract.

However, when mis-manufactured Forest Products amount to more than 5% of the total delivered sort volume, Purchaser may request approval for payment reduction for delivered volume exceeding the mis-manufacture threshold.

Requests for payment reduction must be submitted to the State in writing prior to contract expiration. Eligibility for mis-manufacture payment reduction is subject to State approval and shall be determined by the State's delivered product analysis. Forest Products determined by the State eligible for mis-manufacture price reductions are not eligible for any other price adjustments.

Payment reduction for Forest Products deemed mis-manufactured will be calculated as follows:

$$\text{Payment Reduction} = (B \times M) \times (0.2)$$

Where:

B = Bid rate from P-028.2 clause

M = Mis-manufactured volume exceeding threshold excluding utility

Third-party scaling organization information is required to determine Scribner mbf for payment reduction purposes. Value will be derived from the applicable sort value as described in this contract.

Scale information for determining mis-manufacture payment reduction eligibility must be obtained from roll-out scale. Truck-ramp, sample scaling, and/or bundle scaling information is not acceptable for determining eligibility.

Purchaser's exclusive remedy for mis-manufacture shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code.

P-039.2 Tonnage Sort Payment Reduction Requirements

Purchaser must provide a plan in writing, acceptable to the State, to acquire third party Scribner mbf scaling information in order to be eligible for a payment reduction for a tonnage sort according to clauses P-036.2 or P-037.2. Logs delivered and accepted by the Purchaser prior to the State's acceptance of Purchaser's written payment reduction plan are not eligible for payment reduction.

Failure of Purchaser to provide sample scale data in a timely, accurate and legible basis will void an approved sample scale plan.

An approved payment reduction plan can be voided at the sole discretion of the State.

For the purpose of tonnage sort payment reduction requests, preferred log lengths for tonnage sawlog sorts shall include the following plus any additional lengths identified in clause G-024.2:

Species Type	Preferred Lengths
Conifer Sorts	16', 20', 24', 26', 32', 40'
Hardwood Sorts	18', 20', 26', 28', 30', 36', 38', 40'

P-040.2 Weighing and Scaling Costs

Purchaser agrees to pay for all weighing costs for logs delivered regardless if logs are purchased on a weight or scale basis. In addition, Purchaser agrees to pay for all scaling costs for logs delivered on a scale basis. Purchaser also agrees to pay for all costs associated with the transmission and reporting of scale or weight data.

P-045.2 Guarantee of Payment

Prior to the delivery of forest products and at a date determined by the State, Purchaser shall guarantee payment to the State for products delivered by posting with the State an approved payment security. If the Purchaser has purchased more than one sort, the payment securities may be consolidated for all the sorts. Acceptable payment security includes cash, certificate of deposit assignment, payment bond, savings account assignment, or irrevocable bank letter of credit.

The amount of payment security shall be determined by the State. The amount of payment security shall represent at least 30 days value of forest product deliveries. Payment security for products delivered will be used to guarantee payment to the State for late or non-payments.

If at any time the State determines that the security has become unsatisfactory or a demand is made against the payment security, the Purchaser agrees to increase the amount or replace the security with one acceptable to the State within 5 business days. Failure to increase the amount or replace the security is considered a breach of contract.

P-050.2 Billing and Payment Procedure for Forest Products Delivered

The State will compute and forward to Purchaser a billing statement of charges for forest products delivered during the billing period at the delivered rate shown in P-028.2 clause. After receipt of the billing statement, Purchaser's payment must be received by the Department of Natural Resources on or before the due date shown on the billing statement. Purchaser agrees to make payment, payable to the Department of Natural Resources. Failure to pay on time for forest products delivered is considered a breach of contract.

Included with the billing statement will be a summary report for the billing period compiled by the State or their log and load reporting service.

The State will adjust final billings to account for any State approved payment reductions.

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.

Section L: Log Definitions and Accountability

L-010.2 Forest Products Conveyed

Forest products conveyed are logs or parts of logs delivered meeting the sorting criteria defined by clause G-022.2 and manufacturing standards defined by clause G-024.2 of this contract

L-014.2 Sorts Delivered to Incorrect Destination

Purchaser has agreed to purchase the sort as described in the G-022.2 clause. In the event a load from a different sort is delivered to Purchaser, Purchaser may reject the load. If Purchaser receives an incorrectly delivered load, they shall notify the State within 24 hours. If the Purchaser accepts the load, provisions in the P-035.2 or P-036.2 clause may apply.

L-071.2 Log and Load Reporting Service

This contract may at the States discretion, require the services of a State approved third party log and load reporting service. Purchaser shall ensure log volume measurement, weight, or scale and weight data for each load is received by the log and load reporting service within 1 business day of logs being measured or weighed.

If during the term of this contract, the State discontinues use of the Log and Load Reporting Service, the State will notify the Purchaser in writing, and will approve an alternative log and load reporting process.

L-080 Scaling Rules

Determination of volume and grade of any forest products shall be conducted by a state approved third party scaling organization and in accordance with the Westside log scaling and grading rules and Scribner Volume Table, revised July 1, 1972, contained in the Northwest Log Rules Eastside and Westside Log Scaling Handbook (developed and produced by the Northwest Log Rules Advisory Group) and in effect on the date of confirmation of this contract.

Special scaling specifications shall be noted on the State's Brand Designation form which is hereby incorporated to this contract by reference.

L-110 State Approval of Log Scaling and Weighing Locations

Forest Product measurement and weighing facilities required by this contract must be approved by the State. Forest products sold under the contract which require log scaling shall be scaled, measured, or counted by a State approved third party log scaling

organization. Forest products sold under the contract which require weighing shall be weighed at a location that meets Washington State Department of Agriculture approval.

Prior to forest products being hauled, the Contract Administrator must authorize in writing the use of State approved measurement and/or weighing facilities that are at or enroute to final destinations. Forest products from this sale shall be measured or weighed at facilities, which are currently approved for use by the State and are currently authorized for this sale. The State reserves the right to verify load volume and weights with State employees or contractors at the State's own expense. The State reserves the right to revoke the authorization of previously approved measurement locations.

Section D: Damages

D-010 Liquidated Damages

The clauses in the DAMAGES section of this contract provide for payments by Purchaser to the State for certain breaches of the terms of this contract. These payments are agreed to as liquidated damages and not as penalties. They are reasonable estimates of anticipated harm to the State 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.

D-026.2 Damages for Delivery Interruptions and Load Non-Acceptance

- a. Purchaser's failure to accept delivery of forest products due to an extended delivery interruption exceeding the limits as described in the G-027.2 (c) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of \$1,000.00 per each day of breach, until breach is remedied.
- b. Unless Purchaser and the State have made a prior agreement in writing, Purchaser's failure to accept at least the number of delivered loads as described in the G-027.2 (d) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of \$200 per each truck delivery not accepted, until breach is remedied.

D-027.2 Failure to Accept Forest Products Sold

Purchaser's failure to accept all or part of the forest products sold in this agreement prior to expiration or completion of the contract results in substantial injury to the State. Except for reasons other than 'Force Majeure' (G-056.2), either section a. or b. below will apply as determined by the State.

- a. When Purchaser's refusal to accept forest products does not prevent further harvesting operations, or forest products can be re-sold to another buyer acceptable to the State, Purchaser shall be liable for and pay State for actual

damages plus costs, as determined by the State associated with the administration and re-sale of forest products not accepted by Purchaser under the terms of this contract.

- b. When Purchaser's refusal to accept forest products causes a stoppage of the State's harvesting operations and prevents the State from further harvest of the sale area, the actual damage to the State and associated costs are difficult to assess. The remaining value of all the forest products left in the sale area once the stoppage occurs is not readily ascertainable. Purchaser's failure to perform disrupts the State's management plans. Therefore, Purchaser agrees to pay the State as liquidated damages, a sum calculated using the following formula:

$$LD = (.35V - I) + C + A - P$$

Where:

LD = Liquidated Damages

V = The stumpage value remaining in the sale area at the date of work stoppage. This will be determined by multiplying the contract bid rate contained in the P-028.2 clause for all sorts originating in the sale area, by the State's estimate of the remaining volume, less the cost of harvesting and delivery associated with each sort.

I = Initial Deposit

C = Costs associated with required harvesting services and road construction services prior to work stoppage but not amortized or paid.

A = Administrative fee = \$2,500.00

P = Advance payments received exceeding the value of logs delivered under this contract.

The above formula reflects the Purchaser's forfeiture of the initial deposit in accordance with clause P-010 by deducting the initial deposit from the amount owed. In no event shall the liquidated damages be less than zero. Interest on the liquidated damage is owed from the date of the work stoppage until final payment, calculated using the following formula:

$$\text{Interest} = r \times LD \times N$$

Where:

r = daily equivalent of an annual interest at current interest rate as established by WAC 332-100-030.

N = Number of days from work stoppage to time of payment

D-030.2 Inadequate Log Accountability

Failure to provide weighing and third party scaling information result in substantial injury to the State. The potential loss of accountability is not readily ascertainable. These contractual breaches result in an increase in the potential for the delivery of forest products for which the State receives inadequate payment and causes an increase

in the State's administration costs associated with this contract. The actual costs of these breaches are difficult to assess.

For these reasons, Purchaser's payments for forest product delivery under this contract will be increased in the following amounts, as liquidated damages, to compensate the State for these breaches: \$250.00 each time a load weight is not provided as required by the contract, and \$250.00 each time load scale data is not determined and provided by a State approved third party scaling organization in accordance with this contract.

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

William Wells

Print Name

Olympic Region Manager

Date: _____

Date: _____

Address: _____

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 _____

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

LOG SALE AND PURCHASE CONTRACT

AGREEMENT NO. 30-0106418

SALE NAME: PISTOL PETE SORT 11

**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-001.2 Definitions

The following definitions apply throughout this contract;

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

Contractor: State-selected harvester responsible to perform all duties as required by the Harvesting Services Contract, including but not limited to timber harvesting, road construction, debris removal and piling, hauling and delivery of forest products for weighing and/or scaling, to the Purchasers of the timber sales Sorts.

Delivery: Occurs when logs or forest products meeting the sorting specifications arrive at the Purchasers destination, as described in the contract.

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

Harvesting: A general term, referring to the Contractor's various obligations under the Harvesting Services Contract.

Harvesting Services Contract: Contract between the Contractor and the State, which sets forth the procedures and obligations of the Contractor for completing the harvesting of timber, and the delivery of various log sorts to the State’s purchasers, and the payment obligations of the State, The Harvesting Services Contract will include a Road Plan for any road construction or reconstruction, where applicable.

Log Sale and Purchase Contract: Purchase Agreement between the State and Purchaser(s) of particular log sorts from the timber sale.

Purchaser: The company or individual that has entered into a Log Sale Contract with the State for individual log sorts from the timber sale area. The Contractor must deliver the designated log sorts to this company or individual. Contractor will likely be delivering different log sorts to different purchasers under the Harvesting Services Contract.

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.

G-010.2 Products Sold and Sale Area

Purchaser was the successful bidder on July 24, 2024 and sale was confirmed on _____. The State, as owner, agrees to sell and deliver to the Purchaser logs meeting the log sort specifications as described in the G-022.2 clause. Logs will be delivered from the PISTOL PETE SORTS Timber Sale described as parts of Section 1 in Township 29 North, Range 5 West, Sections 31 all in Township 30 North, Range 4 West, Sections 23, 24, and 36 all in Township 30 North, Range 5 West W.M., in Clallam County.

G-022.2 Sorting Specifications

Purchaser shall accept and pay for delivery of log sorts by a state selected contractor to the designated Purchaser location that meets the following specifications:

Agreement No.	Sort #	Description	Destination
106418	11	DF Poles 35'+	

G-024.2 Manufacturing Standards

All forest products except poles, produced and sold under this contract will be manufactured to maximize the amount of logs meeting preferred log lengths and to achieve the average log length listed.

Agreement No.	Sort #	Scaling Rule
106418	11	WS

Average Log Length	Preferred Log Lengths
N/A	

"WS" indicates that west side scaling rules apply. Minimum trim is 8 inches per scaling segment for west side scaling rules. "ES" indicates that east side scaling rules apply. Minimum trim is 4 inches per scaling segment for east side scaling rules.

Poles produced under this contract will be manufactured to ANSI specifications (American National Standard Specifications and Dimensions for Wood Poles), in force at the time of signing this contract.

- a. Sweep will be limited to within the bole of the log as measured using a tape stretched between the centers of each end of the log.
- b. Logs approved by the state for peelers shall be chuckable with no more than a 2 inch diameter area of rot within a 5 inch diameter circle located at the center of either end of the log.
- c. Limbs and knots shall be cut flush, with no more than 15 percent of a log having limbs or knots over 2 inches in diameter extending more than 2 inches above the surface of the log.

G-026.2 Log Delivery Destination

Purchaser shall accept logs delivered to the destination as described in the G-022.2 clause. Purchaser may make a written request to the State for a change in log delivery destination or scaling or weighing location. If agreeable and in the best interest of the State, the State may approve the Purchaser's request. Written approval must be granted by the State prior to log delivery to a new destination or use of a new scaling or weighing facility.

Increased haul distance shall result in an increase in the P-028.2 log delivery payment rate in an amount to be calculated by the State. In no circumstance shall the payment rate for delivered logs be reduced as a result of a state approved delivery destination or scaling or weighing facility change.

Purchaser may refuse loads delivered to the wrong destination.

G-027.2 Log Delivery Schedule and Conditions

- a. Delivery hours - Purchaser agrees to accept logs from the Contractor at the Purchaser's delivery location during Purchaser's working hours or at least between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except legal holidays unless otherwise agreed upon by the State.

- b. Improperly loaded trucks - It is understood and agreed that the Purchaser incurs no obligation to accept improperly or illegally loaded trucks in its facility. Any truck so loaded may be directed to vacate the yard and shall remain the responsibility of the harvesting contractor. The Purchaser shall notify the State within 24 hours of any load (s) rejected and specify the reasons why.
- c. Log Delivery Interruptions - Purchaser may schedule times in which delivery of logs will not be accepted. The Purchaser shall notify the Contract Administrator at least five (5) working days before the scheduled interruption or closure occurs. The duration of the log delivery interruption shall not exceed seven (7) consecutive working days or a total of ten (10) working days over the duration of the contract term. If Purchaser's scheduled delivery interruption exceeds contract requirements and causes the State harm, Purchaser will be in breach of contract and subject to liquidated damages as per the D-026.2 and D-027.2 clauses, unless Purchaser and the State have made a prior agreement in writing to mitigate potential harm to the State.
- d. Required Acceptance of Daily Load Deliveries and Notification - If the State is harmed by purchaser's refusal to accept up to 10 truck deliveries of any one sort per day, Purchaser will be in breach of contract and subject to damages as per the D-026.2 and D-027.2 clauses. A truck delivery is all the wood delivered including sorts on super trucks, mule trains and pups brought to the delivery point by a single truck. The Purchaser shall notify the Contract Administrator at least 48 hours in advance if:
 - 1. Purchaser intends to limit the number of truck deliveries accepted on any day to less than that listed above, or
 - 2. Purchaser intends to limit the number of truck deliveries accepted on any day to the number listed above.
- e. State Notification to Purchaser - The State will notify the Purchaser when it anticipates or schedules an interruption of deliveries and when it anticipates the number of truck deliveries on any day will exceed the number listed above.
- f. If payments are not received or, the State determines that the payment security has become unsatisfactory or, a demand is made against the payment security under the P-045.2 clause the State shall suspend deliveries until such time as the violation has been remedied. Any suspension of deliveries due to late payment or inadequate payment security will be considered a Log Delivery Interruption under (c) of this clause.

G-030.2 Contract Term and Expiration Date

Purchaser agrees to accept and pay for forest products delivered through the period ending March 14, 2025.

G-054.2 Early Contract Termination

The State may terminate this contract in whole or in part by giving fifteen (15) days written notice to the Purchaser when it is in the best interests of the State. If this contract is so terminated, the State shall be liable only for the return of that portion of the initial deposit that is not required for payment, and the return of unapplied payments. The State shall not be liable for damages, whether direct or consequential.

G-056.2 Force Majeure

No Party shall be liable for any failure to perform its obligations, other than payments due, where such failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, or other natural disaster), war, act of foreign enemies, hostilities (whether war is declared or not), terrorist activities, government sanction, fire, labor dispute, strike or lockout.

Any Party asserting Force Majeure as an excuse shall have the burden of proving that reasonable steps were taken (under the circumstances) to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other Party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

In the event of Force Majeure, the State reserves the right to terminate this agreement in accordance with clause G-054.2 'Early Contract Termination'.

G-060.2 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 to be harvested or 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 VOLUME, WEIGHT, QUANTITY, OR QUALITY, of the forest products to be harvested. The descriptions of the forest products to be conveyed, are estimates only, made solely for administrative and identification purposes. The timing of forest product deliveries.
- d. Items contained in any other documents prepared for or by the State.

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-070.2 Limitation on Damage

In the event of a breach of any provision of this contract by the State, the liability of the State shall be limited to return of the unused initial deposit and unapplied payments to the Purchaser. The State shall not be liable for any damages, whether direct, incidental, or consequential.

G-112.2 Title

The State hereby warrants that State is the owner of said logs and has the right to sell same, free of liens, encumbrances, or claims, but subject to trade restrictions promulgated in WAC 240-15-015. Purchaser assumes title and all risk and responsibility for said logs upon delivery.

G-116.2 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.

G-160.2 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 logs conveyed beyond the terms of this contract.

The Purchaser agrees to notify the State in writing of their authorized representative at the log delivery destination who will be readily available and who shall be authorized to receive, on behalf of the Purchaser any instructions or notices given by the State in regard to performance under this contract, and any limits to this person's authority.

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-200.2 Notice

Notices required to be given under the following clauses shall be in writing and shall be delivered to the State or Purchaser's authorized agent or sent by certified mail to the Purchaser's address of record, so that their receipt may be acknowledged.

G-026.2 Log Delivery Destination
G-027.2 Log Delivery and Schedule Conditions
G-210.2 Violation of Contract

All other notices required to be given under this contract shall be in writing and delivered to their respective authorized agent or mailed to the Party's post office address. Parties agree to notify the other of any change of mailing address.

G-210.2 Violation of Contract

- a. If Purchaser violates any provision of this contract, the Contract Administrator, by written notice, may suspend delivery of further loads of forest products. If the violation is capable of being remedied, the Purchaser has five (5) days after receipt of suspension notice to remedy the violation. If the violation cannot be remedied (such as violation of WAC 240-15-015) or Purchaser fails to remedy the violation within five (5) days after receipt of a suspension notice, the State may terminate the rights of the Purchaser under this contract and collect damages as described in the damages clause in this contract.
- b. The State has the right to remedy the breach in the absence of any indicated attempt by the 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 thirty (30) days of receipt of billing.
- c. If Purchaser's violation is a result of a failure to make payment to the State when due, in addition to (a.) above, interest shall accrue on the unpaid balance at 12 percent per annum, beginning the date payment was due. The State may secure payments from the security provided.

G-240.2 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 five business days.

- c. Within five business days of receipt of the Region Manager's decision, the Purchaser may make a written request for resolution to the Deputy Supervisor - Uplands of the Department of Natural Resources.
- d. Unless otherwise agreed, the Deputy Supervisor - Uplands will hold a conference within 15 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-252.2 Forest Excise Tax

Purchaser shall be responsible for payment of all forest excise taxes pursuant to chapter 84.33 RCW.

G-253.2 Harvesting Cost Information

The State agrees to supply all harvesting cost information to the Purchaser for their consideration in payment of forest excise taxes.

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-330.2 Contract Review

Purchaser may arrange with the Contract Administrator to review the provisions of this contract prior to the delivery of forest products.

Section P: Payments and Securities

P-010 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 the 'Payment for Forest Products' clause, 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-028.2 Payment for Forest Products Delivered

Purchaser agrees to pay the State for delivered forest products at the following rate:

\$0.00/MBF

\$250.00/MBF for incorrect species delivery*

\$20/mbf for Utility logs (Adjusted Gross).

Purchaser agrees to increase the above delivered payment rate as approved by the State in the event the location of delivery is changed per the G-026.2 clause.

Purchaser will not be billed for any delivered logs that are scaled as containing metal.

*When two or more log sorts from this project are delivered to the same destination, the species contained in them are not eligible for the species price reduction.

P-035.2 Missorts and Payment Reduction for Delivered Poles

Poles delivered that do not meet the sorting specifications in G-022.2 and poles not meeting ANSI specifications (American National Standard Specifications and Dimensions for Wood Poles), in force at the time of signing this contract may be considered missorts. The purchaser must immediately notify the Contract Administrator upon receiving potential missorts and set aside the missort poles for DNR inspection unless otherwise directed by the Contract Administrator in writing.

Purchaser is required to pay the State for missorted poles at the Purchaser's bid price listed in clause P-028.2 'Payment for Logs Delivered' of this contract. However, the Purchaser may become eligible for missort pole payment reduction by notifying the State in writing prior to contract expiration. Final determination of eligibility for payment reduction of Purchaser identified missorted poles is subject to DNR approval.

Delivered poles approved as missort(s) by DNR shall be rescaled at purchaser's expense by a third party scaling organization unless the original third party scaling documentation is applicable and available.

Purchaser agrees to pay the State for delivered poles eligible for missort payment reduction at the following rate:

\$550 / mbf

Payment reductions approved by DNR shall be applied at the end of deliveries.

Purchaser's exclusive remedy for missorts shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code.

P-036.2 Missorts and Payment Reduction for Delivered Forest Products

Forest Products delivered that do not meet the sorting specifications in G-022.2 are considered mis-sorts. Purchaser receiving mis-sort Forest Products is required to pay the State at the bid price under this contract.

However, when mis-sorted Forest Products amount to more than 8% of the total delivered sort volume, Purchaser may request approval for payment reduction for delivered volume exceeding the mis-sort threshold.

Requests for payment reduction must be submitted to the State in writing prior to contract expiration. Eligibility for mis-sort payment reduction is subject to State

approval and shall be determined by the State's delivered product analysis. Forest Products determined by the State eligible for mis-sort price reduction are not eligible for any other price adjustments.

Payment reduction for Forest Products deemed mis-sorted will be calculated as follows:

$$\text{Payment Reduction} = (B \times M) \times R$$

Where:

B = Bid rate from P-028.2 clause

M = Mis-sorted volume exceeding threshold excluding utility

R = Reduction factor*

0.2 for diameter mis-sort

0.3 for high quality mis-sort

*Logs eligible for payment reduction based on multiple reduction factors will be calculated at the higher payment reduction factor.

Third-party scaling organization information is required to determine Scribner mbf for payment reduction purposes. Value will be derived from the applicable sort value as described in this contract.

Scale information for determining mis-sort payment reduction eligibility must be obtained from roll-out scale. Truck-ramp, sample scaling, and/or bundle scaling information is not acceptable for determining eligibility.

Purchaser's exclusive remedy for mis-sorts shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code

P-037.2 Mismatch and Payment Reduction for Delivered Forest Products

Forest Products delivered that do not meet preferred log length specifications or multiples or combinations of preferred lengths and Forest Products delivered not meeting manufacturing standards as described in clause G-024.2 are considered mis-manufactured. Purchaser receiving mis-manufactured Forest Products is required to pay the State at the bid price under this contract.

However, when mis-manufactured Forest Products amount to more than 8% of the total delivered sort volume, Purchaser may request approval for payment reduction for delivered volume exceeding the mis-manufacture threshold.

Requests for payment reduction must be submitted to the State in writing prior to contract expiration. Eligibility for mis-manufacture payment reduction is subject to State approval and shall be determined by the State's delivered product analysis. Forest Products determined by the State eligible for mis-manufacture price reductions are not eligible for any other price adjustments.

Payment reduction for Forest Products deemed mis-manufactured will be calculated as follows:

$$\text{Payment Reduction} = (B \times M) \times (0.2)$$

Where:

B = Bid rate from P-028.2 clause

M = Mis-manufactured volume exceeding threshold excluding utility

Third-party scaling organization information is required to determine Scribner mbf for payment reduction purposes. Value will be derived from the applicable sort value as described in this contract.

Scale information for determining mis-manufacture payment reduction eligibility must be obtained from roll-out scale. Truck-ramp, sample scaling, and/or bundle scaling information is not acceptable for determining eligibility.

Purchaser's exclusive remedy for mis-manufacture shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code.

P-038.2 Average Log Length and Payment Reduction

If the average log length for all logs delivered under this contract is less than the average log length specified in the table in clause G-024.2, The amount of allowable payment reduction shall be calculated by multiplying the payment rate in P-028.2 by the total volume delivered, and the difference between the average length of logs delivered and the average log length specified in G-024.2, times 1% as follows:

$$\text{Log Length Payment Reduction} = (B \times V \times L) \times (.01)$$

Where:

B = Bid rate from P-028.2 clause

V = total delivered log Volume

L = Length in feet below specified average (rounded to nearest 1/10th)

Average log length payment reductions calculated by the Purchaser must be approved by the State, prior to payment for the final billing period.

Third-party scaling organization information is required to determine Scribner mbf and Average log length for payment reduction purposes. Average log length is determined on a piece count basis. Value of log length price reduction will be derived from the applicable sort value as described in this contract.

Scale information for determining Average log length for payment reduction eligibility must be obtained from roll-out scale. Truck-ramp, sample scaling, and/or bundle scaling information is not acceptable for determining eligibility.

Purchaser's exclusive remedy for below average log lengths shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code.

P-040.2 Weighing and Scaling Costs

Purchaser agrees to pay for all weighing costs for logs delivered regardless if logs are purchased on a weight or scale basis. In addition, Purchaser agrees to pay for all scaling costs for logs delivered on a scale basis. Purchaser also agrees to pay for all costs associated with the transmission and reporting of scale or weight data.

P-045.2 Guarantee of Payment

Prior to the delivery of forest products and at a date determined by the State, Purchaser shall guarantee payment to the State for products delivered by posting with the State an approved payment security. If the Purchaser has purchased more than one sort, the payment securities may be consolidated for all the sorts. Acceptable payment security includes cash, certificate of deposit assignment, payment bond, savings account assignment, or irrevocable bank letter of credit.

The amount of payment security shall be determined by the State. The amount of payment security shall represent at least 30 days value of forest product deliveries. Payment security for products delivered will be used to guarantee payment to the State for late or non-payments.

If at any time the State determines that the security has become unsatisfactory or a demand is made against the payment security, the Purchaser agrees to increase the amount or replace the security with one acceptable to the State within 5 business days. Failure to increase the amount or replace the security is considered a breach of contract.

P-050.2 Billing and Payment Procedure for Forest Products Delivered

The State will compute and forward to Purchaser a billing statement of charges for forest products delivered during the billing period at the delivered rate shown in P-028.2 clause. After receipt of the billing statement, Purchaser's payment must be received by the Department of Natural Resources on or before the due date shown on the billing statement. Purchaser agrees to make payment, payable to the Department of Natural Resources. Failure to pay on time for forest products delivered is considered a breach of contract.

Included with the billing statement will be a summary report for the billing period compiled by the State or their log and load reporting service.

The State will adjust final billings to account for any State approved payment reductions.

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.

Section L: Log Definitions and Accountability

L-010.2 Forest Products Conveyed

Forest products conveyed are logs or parts of logs delivered meeting the sorting criteria defined by clause G-022.2 and manufacturing standards defined by clause G-024.2 of this contract

L-014.2 Sorts Delivered to Incorrect Destination

Purchaser has agreed to purchase the sort as described in the G-022.2 clause. In the event a load from a different sort is delivered to Purchaser, Purchaser may reject the load. If Purchaser receives an incorrectly delivered load, they shall notify the State within 24 hours. If the Purchaser accepts the load, provisions in the P-035.2 or P-036.2 clause may apply.

L-071.2 Log and Load Reporting Service

This contract may at the States discretion, require the services of a State approved third party log and load reporting service. Purchaser shall ensure log volume measurement, weight, or scale and weight data for each load is received by the log and load reporting service within 1 business day of logs being measured or weighed.

If during the term of this contract, the State discontinues use of the Log and Load Reporting Service, the State will notify the Purchaser in writing, and will approve an alternative log and load reporting process.

L-080 Scaling Rules

Determination of volume and grade of any forest products shall be conducted by a state approved third party scaling organization and in accordance with the Westside log scaling and grading rules and Scribner Volume Table, revised July 1, 1972, contained in the Northwest Log Rules Eastside and Westside Log Scaling Handbook (developed and produced by the Northwest Log Rules Advisory Group) and in effect on the date of confirmation of this contract.

Special scaling specifications shall be noted on the State's Brand Designation form which is hereby incorporated to this contract by reference.

L-110 State Approval of Log Scaling and Weighing Locations

Forest Product measurement and weighing facilities required by this contract must be approved by the State. Forest products sold under the contract which require log scaling shall be scaled, measured, or counted by a State approved third party log scaling organization. Forest products sold under the contract which require weighing shall be weighed at a location that meets Washington State Department of Agriculture approval.

Prior to forest products being hauled, the Contract Administrator must authorize in writing the use of State approved measurement and/or weighing facilities that are at or enroute to final destinations. Forest products from this sale shall be measured or

weighed at facilities, which are currently approved for use by the State and are currently authorized for this sale. The State reserves the right to verify load volume and weights with State employees or contractors at the State's own expense. The State reserves the right to revoke the authorization of previously approved measurement locations.

Section D: Damages

D-010 Liquidated Damages

The clauses in the DAMAGES section of this contract provide for payments by Purchaser to the State for certain breaches of the terms of this contract. These payments are agreed to as liquidated damages and not as penalties. They are reasonable estimates of anticipated harm to the State 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.

D-026.2 Damages for Delivery Interruptions and Load Non-Acceptance

- a. Purchaser's failure to accept delivery of forest products due to an extended delivery interruption exceeding the limits as described in the G-027.2 (c) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of \$1,000.00 per each day of breach, until breach is remedied.
- b. Unless Purchaser and the State have made a prior agreement in writing, Purchaser's failure to accept at least the number of delivered loads as described in the G-027.2 (d) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of \$200 per each truck delivery not accepted, until breach is remedied.

D-027.2 Failure to Accept Forest Products Sold

Purchaser's failure to accept all or part of the forest products sold in this agreement prior to expiration or completion of the contract results in substantial injury to the State. Except for reasons other than 'Force Majeure' (G-056.2), either section a. or b. below will apply as determined by the State.

- a. When Purchaser's refusal to accept forest products does not prevent further harvesting operations, or forest products can be re-sold to another buyer acceptable to the State, Purchaser shall be liable for and pay State for actual damages plus costs, as determined by the State associated with the administration and re-sale of forest products not accepted by Purchaser under the terms of this contract.
- b. When Purchaser's refusal to accept forest products causes a stoppage of the State's harvesting operations and prevents the State from further harvest of the

sale area, the actual damage to the State and associated costs are difficult to assess. The remaining value of all the forest products left in the sale area once the stoppage occurs is not readily ascertainable. Purchaser's failure to perform disrupts the State's management plans. Therefore, Purchaser agrees to pay the State as liquidated damages, a sum calculated using the following formula:

$$LD = (.35V-I) + C + A - P$$

Where:

LD = Liquidated Damages

V = The stumpage value remaining in the sale area at the date of work stoppage. This will be determined by multiplying the contract bid rate contained in the P-028.2 clause for all sorts originating in the sale area, by the State's estimate of the remaining volume, less the cost of harvesting and delivery associated with each sort.

I = Initial Deposit

C = Costs associated with required harvesting services and road construction services prior to work stoppage but not amortized or paid.

A = Administrative fee = \$2,500.00

P = Advance payments received exceeding the value of logs delivered under this contract.

The above formula reflects the Purchaser's forfeiture of the initial deposit in accordance with clause P-010 by deducting the initial deposit from the amount owed. In no event shall the liquidated damages be less than zero. Interest on the liquidated damage is owed from the date of the work stoppage until final payment, calculated using the following formula:

$$\text{Interest} = r \times LD \times N$$

Where:

r = daily equivalent of an annual interest at current interest rate as established by WAC 332-100-030.

N = Number of days from work stoppage to time of payment

D-030.2 Inadequate Log Accountability

Failure to provide weighing and third party scaling information result in substantial injury to the State. The potential loss of accountability is not readily ascertainable. These contractual breaches result in an increase in the potential for the delivery of forest products for which the State receives inadequate payment and causes an increase in the State's administration costs associated with this contract. The actual costs of these breaches are difficult to assess.

For these reasons, Purchaser's payments for forest product delivery under this contract will be increased in the following amounts, as liquidated damages, to compensate the State for these breaches: \$250.00 each time a load weight is not provided as required

by the contract, and \$250.00 each time load scale data is not determined and provided by a State approved third party scaling organization in accordance with this contract.

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

William Wells
Olympic Region Manager

Print Name

Date: _____

Date: _____

Address: _____

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 _____

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

LOG SALE AND PURCHASE CONTRACT

AGREEMENT NO. 30-0106419

SALE NAME: PISTOL PETE SORT 12

**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-001.2 Definitions

The following definitions apply throughout this contract;

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

Contractor: State-selected harvester responsible to perform all duties as required by the Harvesting Services Contract, including but not limited to timber harvesting, road construction, debris removal and piling, hauling and delivery of forest products for weighing and/or scaling, to the Purchasers of the timber sales Sorts.

Delivery: Occurs when logs or forest products meeting the sorting specifications arrive at the Purchasers destination, as described in the contract.

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

Harvesting: A general term, referring to the Contractor's various obligations under the Harvesting Services Contract.

Harvesting Services Contract: Contract between the Contractor and the State, which sets forth the procedures and obligations of the Contractor for completing the harvesting of timber, and the delivery of various log sorts to the State’s purchasers, and the payment obligations of the State, The Harvesting Services Contract will include a Road Plan for any road construction or reconstruction, where applicable.

Log Sale and Purchase Contract: Purchase Agreement between the State and Purchaser(s) of particular log sorts from the timber sale.

Purchaser: The company or individual that has entered into a Log Sale Contract with the State for individual log sorts from the timber sale area. The Contractor must deliver the designated log sorts to this company or individual. Contractor will likely be delivering different log sorts to different purchasers under the Harvesting Services Contract.

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.

G-010.2 Products Sold and Sale Area

Purchaser was the successful bidder on July 24, 2024 and sale was confirmed on _____. The State, as owner, agrees to sell and deliver to the Purchaser logs meeting the log sort specifications as described in the G-022.2 clause. Logs will be delivered from the PISTOL PETE SORTS Timber Sale described as parts of Section 1 in Township 29 North, Range 5 West, Section 31 in Township 30 North, Range 4 West, Sections 23, 24, and 36 all in Township 30 North, Range 5 West W.M., in Clallam County.

G-022.2 Sorting Specifications

Purchaser shall accept and pay for delivery of log sorts by a state selected contractor to the designated Purchaser location that meets the following specifications:

Agreement No.	Sort #	Description	Destination
106419	12	Redcedar Poles 35' +	

G-024.2 Manufacturing Standards

All forest products except poles, produced and sold under this contract will be manufactured to maximize the amount of logs meeting preferred log lengths and to achieve the average log length listed.

Agreement No.	Sort #	Scaling Rule
106419	12	WS

Average Log Length	Preferred Log Lengths
N/A	

"WS" indicates that west side scaling rules apply. Minimum trim is 8 inches per scaling segment for west side scaling rules. "ES" indicates that east side scaling rules apply. Minimum trim is 4 inches per scaling segment for east side scaling rules.

Poles produced under this contract will be manufactured to ANSI specifications (American National Standard Specifications and Dimensions for Wood Poles), in force at the time of signing this contract.

- a. Sweep will be limited to within the bole of the log as measured using a tape stretched between the centers of each end of the log.
- b. Logs approved by the state for peelers shall be chuckable with no more than a 2 inch diameter area of rot within a 5 inch diameter circle located at the center of either end of the log.
- c. Limbs and knots shall be cut flush, with no more than 15 percent of a log having limbs or knots over 2 inches in diameter extending more than 2 inches above the surface of the log.

G-026.2 Log Delivery Destination

Purchaser shall accept logs delivered to the destination as described in the G-022.2 clause. Purchaser may make a written request to the State for a change in log delivery destination or scaling or weighing location. If agreeable and in the best interest of the State, the State may approve the Purchaser's request. Written approval must be granted by the State prior to log delivery to a new destination or use of a new scaling or weighing facility.

Increased haul distance shall result in an increase in the P-028.2 log delivery payment rate in an amount to be calculated by the State. In no circumstance shall the payment rate for delivered logs be reduced as a result of a state approved delivery destination or scaling or weighing facility change.

Purchaser may refuse loads delivered to the wrong destination.

G-027.2 Log Delivery Schedule and Conditions

- a. Delivery hours - Purchaser agrees to accept logs from the Contractor at the Purchaser's delivery location during Purchaser's working hours or at least between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except legal holidays unless otherwise agreed upon by the State.

- b. Improperly loaded trucks - It is understood and agreed that the Purchaser incurs no obligation to accept improperly or illegally loaded trucks in its facility. Any truck so loaded may be directed to vacate the yard and shall remain the responsibility of the harvesting contractor. The Purchaser shall notify the State within 24 hours of any load (s) rejected and specify the reasons why.
- c. Log Delivery Interruptions - Purchaser may schedule times in which delivery of logs will not be accepted. The Purchaser shall notify the Contract Administrator at least five (5) working days before the scheduled interruption or closure occurs. The duration of the log delivery interruption shall not exceed seven (7) consecutive working days or a total of ten (10) working days over the duration of the contract term. If Purchaser's scheduled delivery interruption exceeds contract requirements and causes the State harm, Purchaser will be in breach of contract and subject to liquidated damages as per the D-026.2 and D-027.2 clauses, unless Purchaser and the State have made a prior agreement in writing to mitigate potential harm to the State.
- d. Required Acceptance of Daily Load Deliveries and Notification - If the State is harmed by purchaser's refusal to accept up to 5 truck deliveries of any one sort per day, Purchaser will be in breach of contract and subject to damages as per the D-026.2 and D-027.2 clauses. A truck delivery is all the wood delivered including sorts on super trucks, mule trains and pups brought to the delivery point by a single truck. The Purchaser shall notify the Contract Administrator at least 48 hours in advance if:
 - 1. Purchaser intends to limit the number of truck deliveries accepted on any day to less than that listed above, or
 - 2. Purchaser intends to limit the number of truck deliveries accepted on any day to the number listed above.
- e. State Notification to Purchaser - The State will notify the Purchaser when it anticipates or schedules an interruption of deliveries and when it anticipates the number of truck deliveries on any day will exceed the number listed above.
- f. If payments are not received or, the State determines that the payment security has become unsatisfactory or, a demand is made against the payment security under the P-045.2 clause the State shall suspend deliveries until such time as the violation has been remedied. Any suspension of deliveries due to late payment or inadequate payment security will be considered a Log Delivery Interruption under (c) of this clause.

G-030.2 Contract Term and Expiration Date

Purchaser agrees to accept and pay for forest products delivered through the period ending March 14, 2025.

G-054.2 Early Contract Termination

The State may terminate this contract in whole or in part by giving fifteen (15) days written notice to the Purchaser when it is in the best interests of the State. If this contract is so terminated, the State shall be liable only for the return of that portion of the initial deposit that is not required for payment, and the return of unapplied payments. The State shall not be liable for damages, whether direct or consequential.

G-056.2 Force Majeure

No Party shall be liable for any failure to perform its obligations, other than payments due, where such failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, or other natural disaster), war, act of foreign enemies, hostilities (whether war is declared or not), terrorist activities, government sanction, fire, labor dispute, strike or lockout.

Any Party asserting Force Majeure as an excuse shall have the burden of proving that reasonable steps were taken (under the circumstances) to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other Party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

In the event of Force Majeure, the State reserves the right to terminate this agreement in accordance with clause G-054.2 'Early Contract Termination'.

G-060.2 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 to be harvested or 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 VOLUME, WEIGHT, QUANTITY, OR QUALITY, of the forest products to be harvested. The descriptions of the forest products to be conveyed, are estimates only, made solely for administrative and identification purposes. The timing of forest product deliveries.
- d. Items contained in any other documents prepared for or by the State.

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-070.2 Limitation on Damage

In the event of a breach of any provision of this contract by the State, the liability of the State shall be limited to return of the unused initial deposit and unapplied payments to the Purchaser. The State shall not be liable for any damages, whether direct, incidental, or consequential.

G-112.2 Title

The State hereby warrants that State is the owner of said logs and has the right to sell same, free of liens, encumbrances, or claims, but subject to trade restrictions promulgated in WAC 240-15-015. Purchaser assumes title and all risk and responsibility for said logs upon delivery.

G-116.2 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.

G-160.2 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 logs conveyed beyond the terms of this contract.

The Purchaser agrees to notify the State in writing of their authorized representative at the log delivery destination who will be readily available and who shall be authorized to receive, on behalf of the Purchaser any instructions or notices given by the State in regard to performance under this contract, and any limits to this person's authority.

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-200.2 Notice

Notices required to be given under the following clauses shall be in writing and shall be delivered to the State or Purchaser's authorized agent or sent by certified mail to the Purchaser's address of record, so that their receipt may be acknowledged.

G-026.2 Log Delivery Destination
G-027.2 Log Delivery and Schedule Conditions
G-210.2 Violation of Contract

All other notices required to be given under this contract shall be in writing and delivered to their respective authorized agent or mailed to the Party's post office address. Parties agree to notify the other of any change of mailing address.

G-210.2 Violation of Contract

- a. If Purchaser violates any provision of this contract, the Contract Administrator, by written notice, may suspend delivery of further loads of forest products. If the violation is capable of being remedied, the Purchaser has five (5) days after receipt of suspension notice to remedy the violation. If the violation cannot be remedied (such as violation of WAC 240-15-015) or Purchaser fails to remedy the violation within five (5) days after receipt of a suspension notice, the State may terminate the rights of the Purchaser under this contract and collect damages as described in the damages clause in this contract.
- b. The State has the right to remedy the breach in the absence of any indicated attempt by the 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 thirty (30) days of receipt of billing.
- c. If Purchaser's violation is a result of a failure to make payment to the State when due, in addition to (a.) above, interest shall accrue on the unpaid balance at 12 percent per annum, beginning the date payment was due. The State may secure payments from the security provided.

G-240.2 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 five business days.

- c. Within five business days of receipt of the Region Manager's decision, the Purchaser may make a written request for resolution to the Deputy Supervisor - Uplands of the Department of Natural Resources.
- d. Unless otherwise agreed, the Deputy Supervisor - Uplands will hold a conference within 15 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-252.2 Forest Excise Tax

Purchaser shall be responsible for payment of all forest excise taxes pursuant to chapter 84.33 RCW.

G-253.2 Harvesting Cost Information

The State agrees to supply all harvesting cost information to the Purchaser for their consideration in payment of forest excise taxes.

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-330.2 Contract Review

Purchaser may arrange with the Contract Administrator to review the provisions of this contract prior to the delivery of forest products.

Section P: Payments and Securities**P-010 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 the 'Payment for Forest Products' clause, 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-028.2 Payment for Forest Products Delivered

Purchaser agrees to pay the State for delivered forest products at the following rate:

\$0.00/MBF

\$250.00/MBF for incorrect species delivery*

\$20/mbf for Utility logs (Adjusted Gross).

Purchaser agrees to increase the above delivered payment rate as approved by the State in the event the location of delivery is changed per the G-026.2 clause.

Purchaser will not be billed for any delivered logs that are scaled as containing metal.

*When two or more log sorts from this project are delivered to the same destination, the species contained in them are not eligible for the species price reduction.

P-035.2 Missorts and Payment Reduction for Delivered Poles

Poles delivered that do not meet the sorting specifications in G-022.2 and poles not meeting ANSI specifications (American National Standard Specifications and Dimensions for Wood Poles), in force at the time of signing this contract may be considered missorts. The purchaser must immediately notify the Contract Administrator upon receiving potential missorts and set aside the missort poles for DNR inspection unless otherwise directed by the Contract Administrator in writing.

Purchaser is required to pay the State for missorted poles at the Purchaser's bid price listed in clause P-028.2 'Payment for Logs Delivered' of this contract. However, the Purchaser may become eligible for missort pole payment reduction by notifying the State in writing prior to contract expiration. Final determination of eligibility for payment reduction of Purchaser identified missorted poles is subject to DNR approval.

Delivered poles approved as missort(s) by DNR shall be rescaled at purchaser's expense by a third party scaling organization unless the original third party scaling documentation is applicable and available.

Purchaser agrees to pay the State for delivered poles eligible for missort payment reduction at the following rate:

\$900.00 / mbf

Payment reductions approved by DNR shall be applied at the end of deliveries.

Purchaser's exclusive remedy for missorts shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code.

P-036.2 Missorts and Payment Reduction for Delivered Forest Products

Forest Products delivered that do not meet the sorting specifications in G-022.2 are considered mis-sorts. Purchaser receiving mis-sort Forest Products is required to pay the State at the bid price under this contract.

However, when mis-sorted Forest Products amount to more than 8% of the total delivered sort volume, Purchaser may request approval for payment reduction for delivered volume exceeding the mis-sort threshold.

Requests for payment reduction must be submitted to the State in writing prior to contract expiration. Eligibility for mis-sort payment reduction is subject to State approval and shall be determined by the State's delivered product analysis. Forest Products determined by the State eligible for mis-sort price reduction are not eligible for any other price adjustments.

Payment reduction for Forest Products deemed mis-sorted will be calculated as follows:

$$\text{Payment Reduction} = (B \times M) \times R$$

Where:

B = Bid rate from P-028.2 clause

M = Mis-sorted volume exceeding threshold excluding utility

R = Reduction factor*

0.2 for diameter mis-sort

0.3 for high quality mis-sort

*Logs eligible for payment reduction based on multiple reduction factors will be calculated at the higher payment reduction factor.

Third-party scaling organization information is required to determine Scribner mbf for payment reduction purposes. Value will be derived from the applicable sort value as described in this contract.

Scale information for determining mis-sort payment reduction eligibility must be obtained from roll-out scale. Truck-ramp, sample scaling, and/or bundle scaling information is not acceptable for determining eligibility.

Purchaser's exclusive remedy for mis-sorts shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code

P-037.2 Mismanufacture and Payment Reduction for Delivered Forest Products

Forest Products delivered that do not meet preferred log length specifications or multiples or combinations of preferred lengths and Forest Products delivered not meeting manufacturing standards as described in clause G-024.2 are considered mis-manufactured. Purchaser receiving mis-manufactured Forest Products is required to pay the State at the bid price under this contract.

However, when mis-manufactured Forest Products amount to more than 8% of the total delivered sort volume, Purchaser may request approval for payment reduction for delivered volume exceeding the mis-manufacture threshold.

Requests for payment reduction must be submitted to the State in writing prior to contract expiration. Eligibility for mis-manufacture payment reduction is subject to State approval and shall be determined by the State's delivered product analysis. Forest Products determined by the State eligible for mis-manufacture price reductions are not eligible for any other price adjustments.

Payment reduction for Forest Products deemed mis-manufactured will be calculated as follows:

$$\text{Payment Reduction} = (B \times M) \times (0.2)$$

Where:

B = Bid rate from P-028.2 clause

M = Mis-manufactured volume exceeding threshold excluding utility

Third-party scaling organization information is required to determine Scribner mbf for payment reduction purposes. Value will be derived from the applicable sort value as described in this contract.

Scale information for determining mis-manufacture payment reduction eligibility must be obtained from roll-out scale. Truck-ramp, sample scaling, and/or bundle scaling information is not acceptable for determining eligibility.

Purchaser's exclusive remedy for mis-manufacture shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code.

P-038.2 Average Log Length and Payment Reduction

If the average log length for all logs delivered under this contract is less than the average log length specified in the table in clause G-024.2, The amount of allowable payment reduction shall be calculated by multiplying the payment rate in P-028.2 by the total volume delivered, and the difference between the average length of logs delivered and the average log length specified in G-024.2, times 1% as follows:

$$\text{Log Length Payment Reduction} = (B \times V \times L) \times (.01)$$

Where:

B = Bid rate from P-028.2 clause

V = total delivered log Volume

L = Length in feet below specified average (rounded to nearest 1/10th)

Average log length payment reductions calculated by the Purchaser must be approved by the State, prior to payment for the final billing period.

Third-party scaling organization information is required to determine Scribner mbf and Average log length for payment reduction purposes. Average log length is determined on a piece count basis. Value of log length price reduction will be derived from the applicable sort value as described in this contract.

Scale information for determining Average log length for payment reduction eligibility must be obtained from roll-out scale. Truck-ramp, sample scaling, and/or bundle scaling information is not acceptable for determining eligibility.

Purchaser's exclusive remedy for below average log lengths shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code.

P-040.2 Weighing and Scaling Costs

Purchaser agrees to pay for all weighing costs for logs delivered regardless if logs are purchased on a weight or scale basis. In addition, Purchaser agrees to pay for all scaling costs for logs delivered on a scale basis. Purchaser also agrees to pay for all costs associated with the transmission and reporting of scale or weight data.

P-045.2 Guarantee of Payment

Prior to the delivery of forest products and at a date determined by the State, Purchaser shall guarantee payment to the State for products delivered by posting with the State an approved payment security. If the Purchaser has purchased more than one sort, the payment securities may be consolidated for all the sorts. Acceptable payment security includes cash, certificate of deposit assignment, payment bond, savings account assignment, or irrevocable bank letter of credit.

The amount of payment security shall be determined by the State. The amount of payment security shall represent at least 30 days value of forest product deliveries. Payment security for products delivered will be used to guarantee payment to the State for late or non-payments.

If at any time the State determines that the security has become unsatisfactory or a demand is made against the payment security, the Purchaser agrees to increase the amount or replace the security with one acceptable to the State within 5 business days. Failure to increase the amount or replace the security is considered a breach of contract.

P-050.2 Billing and Payment Procedure for Forest Products Delivered

The State will compute and forward to Purchaser a billing statement of charges for forest products delivered during the billing period at the delivered rate shown in P-028.2 clause. After receipt of the billing statement, Purchaser's payment must be received by the Department of Natural Resources on or before the due date shown on the billing statement. Purchaser agrees to make payment, payable to the Department of Natural Resources. Failure to pay on time for forest products delivered is considered a breach of contract.

Included with the billing statement will be a summary report for the billing period compiled by the State or their log and load reporting service.

The State will adjust final billings to account for any State approved payment reductions.

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.

Section L: Log Definitions and Accountability**L-010.2 Forest Products Conveyed**

Forest products conveyed are logs or parts of logs delivered meeting the sorting criteria defined by clause G-022.2 and manufacturing standards defined by clause G-024.2 of this contract.

L-014.2 Sorts Delivered to Incorrect Destination

Purchaser has agreed to purchase the sort as described in the G-022.2 clause. In the event a load from a different sort is delivered to Purchaser, Purchaser may reject the load. If Purchaser receives an incorrectly delivered load, they shall notify the State within 24 hours. If the Purchaser accepts the load, provisions in the P-035.2 or P-036.2 clause may apply.

L-071.2 Log and Load Reporting Service

This contract may at the States discretion, require the services of a State approved third party log and load reporting service. Purchaser shall ensure log volume measurement, weight, or scale and weight data for each load is received by the log and load reporting service within 1 business day of logs being measured or weighed.

If during the term of this contract, the State discontinues use of the Log and Load Reporting Service, the State will notify the Purchaser in writing, and will approve an alternative log and load reporting process.

L-080 Scaling Rules

Determination of volume and grade of any forest products shall be conducted by a state approved third party scaling organization and in accordance with the Westside log scaling and grading rules and Scribner Volume Table, revised July 1, 1972, contained in the Northwest Log Rules Eastside and Westside Log Scaling Handbook (developed and produced by the Northwest Log Rules Advisory Group) and in effect on the date of confirmation of this contract.

Special scaling specifications shall be noted on the State's Brand Designation form which is hereby incorporated to this contract by reference.

L-110 State Approval of Log Scaling and Weighing Locations

Forest Product measurement and weighing facilities required by this contract must be approved by the State. Forest products sold under the contract which require log scaling shall be scaled, measured, or counted by a State approved third party log scaling organization. Forest products sold under the contract which require weighing shall be weighed at a location that meets Washington State Department of Agriculture approval.

Prior to forest products being hauled, the Contract Administrator must authorize in writing the use of State approved measurement and/or weighing facilities that are at or enroute to final destinations. Forest products from this sale shall be measured or weighed at facilities, which are currently approved for use by the State and are currently authorized for this sale. The State reserves the right to verify load volume and weights with State employees or contractors at the State's own expense. The State reserves the right to revoke the authorization of previously approved measurement locations.

Section D: Damages

D-010 Liquidated Damages

The clauses in the DAMAGES section of this contract provide for payments by Purchaser to the State for certain breaches of the terms of this contract. These payments are agreed to as liquidated damages and not as penalties. They are reasonable estimates of anticipated harm to the State 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.

D-026.2 Damages for Delivery Interruptions and Load Non-Acceptance

- a. Purchaser's failure to accept delivery of forest products due to an extended delivery interruption exceeding the limits as described in the G-027.2 (c) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of \$1,000.00 per each day of breach, until breach is remedied.
- b. Unless Purchaser and the State have made a prior agreement in writing, Purchaser's failure to accept at least the number of delivered loads as described in the G-027.2 (d) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of \$200 per each truck delivery not accepted, until breach is remedied.

D-027.2 Failure to Accept Forest Products Sold

Purchaser's failure to accept all or part of the forest products sold in this agreement prior to expiration or completion of the contract results in substantial injury to the State. Except for reasons other than 'Force Majeure' (G-056.2), either section a. or b. below will apply as determined by the State.

- a. When Purchaser's refusal to accept forest products does not prevent further harvesting operations, or forest products can be re-sold to another buyer acceptable to the State, Purchaser shall be liable for and pay State for actual damages plus costs, as determined by the State associated with the

administration and re-sale of forest products not accepted by Purchaser under the terms of this contract.

- b. When Purchaser's refusal to accept forest products causes a stoppage of the State's harvesting operations and prevents the State from further harvest of the sale area, the actual damage to the State and associated costs are difficult to assess. The remaining value of all the forest products left in the sale area once the stoppage occurs is not readily ascertainable. Purchaser's failure to perform disrupts the State's management plans. Therefore, Purchaser agrees to pay the State as liquidated damages, a sum calculated using the following formula:

$$LD = (.35V - I) + C + A - P$$

Where:

LD = Liquidated Damages

V = The stumpage value remaining in the sale area at the date of work stoppage. This will be determined by multiplying the contract bid rate contained in the P-028.2 clause for all sorts originating in the sale area, by the State's estimate of the remaining volume, less the cost of harvesting and delivery associated with each sort.

I = Initial Deposit

C = Costs associated with required harvesting services and road construction services prior to work stoppage but not amortized or paid.

A = Administrative fee = \$2,500.00

P = Advance payments received exceeding the value of logs delivered under this contract.

The above formula reflects the Purchaser's forfeiture of the initial deposit in accordance with clause P-010 by deducting the initial deposit from the amount owed. In no event shall the liquidated damages be less than zero. Interest on the liquidated damage is owed from the date of the work stoppage until final payment, calculated using the following formula:

$$\text{Interest} = r \times LD \times N$$

Where:

r = daily equivalent of an annual interest at current interest rate as established by WAC 332-100-030.

N = Number of days from work stoppage to time of payment

D-030.2 Inadequate Log Accountability

Failure to provide weighing and third party scaling information result in substantial injury to the State. The potential loss of accountability is not readily ascertainable. These contractual breaches result in an increase in the potential for the delivery of forest products for which the State receives inadequate payment and causes an increase in the State's administration costs associated with this contract. The actual costs of these breaches are difficult to assess.

For these reasons, Purchaser’s payments for forest product delivery under this contract will be increased in the following amounts, as liquidated damages, to compensate the State for these breaches: \$250.00 each time a load weight is not provided as required by the contract, and \$250.00 each time load scale data is not determined and provided by a State approved third party scaling organization in accordance with this contract.

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 _____



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: Pistol Pete Sorts	Region: Olympic
Agreement #: 30-104814	District: Straits
Contact Forester: Jeremy Brown Phone / Location: (360) 391-5976	County(s): Clallam
Alternate Contact: Haley Weir Phone / Location: (360) 640-3308	Other information:

Type of Sale: Log Sort (Contract harvest)	
Harvest System: Ground based	100%

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/ WMZ Acres	Leave Tree Acres	Existing Road Acres	Other Acres <small>(describe)</small>		
1	S24, T30NR05W	01	18.2	6	1			11.2	GPS (Garmin)
2	S24, T30NR05W	01	33.1	5.6	1.3			26.2	GPS (Garmin)
3	S24, T30NR05W	01	9.4			0.2		9.2	GPS (Garmin)
4	S31, T30NR04W	01	18.9		0.9			18	GPS (Garmin)
5	S36, T30NR05W	01	97	34.6	4.3			58.1	GPS (Garmin)
6	S1, T29NR05W	01	12.4	5	0.6			6.8	GPS (Garmin)
7	S1, T29NR05W	01	3.7					3.7	GPS (Garmin)
8	S1, T29NR05W	01	8.4	5	0.1			3.3	GPS (Garmin)
9	S23, T30NR05W	01	8.4	6				2.4	GPS (Garmin)
10 ROW	S1, T29NR05W	01	0.4					0.4	GPS (Garmin)
11	S23, T30NR05W	01	1.3	0.9				0.4	GPS (Garmin)

12	S23, T30NR05W	01	5.2					5.2	GPS (Garmin)
13 ROW	S24, T30NR05W	01	0.4					0.4	GPS (Garmin)
14 ROW	S24, T30NR05W	01	1.7					1.7	GPS (Garmin)
15 ROW	S24, T30NR05W	01	2.1					2.1	GPS (Garmin)
TOTAL ACRES			220.6	63.1	8.2	0.2	0	149.1	

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>VRH Unit Boundaries are marked with white Timber Sale Boundary tags, pink flagging, pink flashers and blue paint; or just pink flagging along timber type changes.</p> <p>Two Leave Tree Areas are marked with yellow Leave Tree Area tags, pink flagging, pink flashers and blue paint. Individual Leave Trees are marked with blue rings; single-ringed trees are tradeable while double-ringed trees are non-tradeable.</p>	<p>Unit 14 ROW ties into this unit from the south and is delineated at the tie-in with double orange Right-of-Way tags, pink flagging, pink flashers and blue paint.</p>	<p>Leave Trees Individual Leave Trees: 28</p> <p>Leave Tree Areas: 70</p>
2	<p>VRH Unit Boundaries are marked with white Timber Sale Boundary tags, pink flagging, pink flashers and blue paint; or just pink flagging along timber type changes.</p> <p>Property Boundaries are marked with single painted red rings along the last row of harvestable trees.</p> <p>Three Leave Tree Areas are marked with yellow Leave Tree Area tags, pink flagging, pink flashers and blue paint. Individual Leave Trees are marked with blue rings; single-ringed trees are</p>	<p>Unit 13 ROW ties into this unit from the east and is delineated at the tie-in with double orange Right-of-Way tags, pink flagging, pink flashers and blue paint.</p>	<p>Leave Trees Individual Leave Trees: 51</p> <p>Leave Tree Areas: 175</p>

	tradeable while double-ringed trees are non-tradeable.		
3	<p>VRH Unit Boundaries are marked with white Timber Sale Boundary tags, pink flagging, pink flashers and blue paint. The PA-F-3100 running east-west just north of the unit serves as a unit boundary; no trees north of this road can be harvested as a part of this unit's prescription. Individual Leave Trees are marked with blue rings; single-ringed trees are tradeable.</p>		<p>Leave Trees Individual Leave Trees: 75</p> <p>Leave Tree Areas: 0</p>
4	<p>VRH Unit Boundaries are marked with white Timber Sale Boundary tags, pink flagging, pink flashers and blue paint; or just pink flagging along timber type changes. The PA-F-3210 running north-south just west of the unit serves as a unit boundary unless otherwise specified through other means; no trees west of this road can be harvested as a part of this unit's prescription. Two Leave Tree Areas are marked with yellow Leave Tree Area tags, pink flagging, pink flashers and blue paint. Individual Leave Trees are marked with blue rings; single-ringed trees are tradeable while double-ringed trees are non-tradeable.</p>		<p>Leave Trees Individual Leave Trees: 46</p> <p>Leave Tree Areas: 109</p>
5	<p>VRH Unit Boundaries are marked with white Timber Sale Boundary tags, pink flagging, pink flashers and blue paint. Property Boundaries are marked with single painted red rings along the last row of harvestable trees.</p>		<p>Leave Trees Individual Leave Trees: 124</p> <p>Leave Tree Areas: 350</p>

	<p>Three Leave Tree Areas are marked with yellow Leave Tree Area tags, pink flagging, pink flashers and blue paint. Individual Leave Trees are marked with blue rings; single-ringed trees are tradeable while double-ringed trees are non-tradeable.</p>		
6	<p>VRH Unit Boundaries are marked with white Timber Sale Boundary tags, pink flagging, pink flashers and blue paint; or just pink flagging along timber type changes. The property line along the southern boundary of this unit is also delineated with pink flagging on trees and fence posts. The change in unit prescription between Unit 6 and 7 is marked with blue Special Management Unit Boundary tags, double pink flagging, pink flashers and blue paint; note that this boundary is more intermittently posted than the Timber Sale Boundary tags. One singular Leave Tree Area is marked with yellow Leave Tree Area tags, pink flagging, pink flashers and blue paint. Individual Leave Trees are marked with blue rings; single-ringed trees are tradeable while double-ringed trees are non-tradeable.</p>		<p>Leave Trees Individual Leave Trees: 18</p> <p>Leave Tree Areas: 39</p>
7	<p>VDT Unit Boundaries are marked with white Timber Sale Boundary tags, pink flagging, pink flashers and blue paint; or just pink flagging along timber type changes. The change in unit prescription between Unit 6 and 7 is marked with blue Special Management Unit Boundary tags, double pink flagging, pink flashers and blue paint; note that this boundary is more</p>		N/A

	intermittently posted than the Timber Sale Boundary tags.		
8	<p>VRH Unit Boundaries are marked with white Timber Sale Boundary tags, pink flagging, pink flashers and blue paint. The property line along the southern boundary of this unit is delineated with pink flagging on trees and fence posts. The property line along the eastern boundary of this unit is marked with singly painted red rings along the last row of harvestable trees. One singular Leave Tree Area is marked with yellow Leave Tree Area tags, pink flagging, pink flashers and blue paint. Individual Leave Trees are marked with blue rings; single-ringed trees are tradeable while double-ringed trees are non-tradeable.</p>		<p>Leave Trees Individual Leave Trees: 17</p> <p>Leave Tree Areas: 12</p>
9	<p>VRH Unit Boundaries are marked with white Timber Sale Boundary tags, pink flagging, pink flashers and blue paint. Individual Leave Trees are marked with blue rings; single-ringed trees are tradeable.</p>		<p>Leave Trees Individual Leave Trees: 18</p> <p>Leave Tree Areas: 0</p>
10 ROW	<p>ROW The ROW boundary is marked with orange Right-of-Way Boundary tags, pink flagging, pink flashers and blue paint; this line is observed only along the northern boundary of the unit, and ties into Timber Sale Boundary tags along Units 6 and 8. The southern boundary is delineated with pink flagging on trees and fence posts.</p>		N/A
11	VRH		<p>Leave Trees Individual Leave Trees:</p>

	<p>Unit Boundaries are marked with white Timber Sale Boundary tags, pink flagging, pink flashers and blue paint. Transfer Station Road, Transfer Station Road_213 and Blue Mountain Road to the south, west and east of the unit respectively serve as unmarked unit boundaries.</p> <p>Individual Leave Trees are marked with blue rings; single-ringed trees are tradeable while double-ringed trees are non-tradeable.</p>		<p>8</p> <p>Leave Tree Areas: 0</p>
12	<p>VRH Unit Boundaries are marked with white Timber Sale Boundary tags, pink flagging, pink flashers and blue paint; or just pink flagging along timber type changes.</p> <p>Property Boundaries are marked with single painted red rings along the last row of harvestable trees.</p> <p>Individual Leave Trees are marked with blue rings; single-ringed trees are tradeable while double-ringed trees are non-tradeable.</p>		<p>Leave Trees Individual Leave Trees: 42</p> <p>Leave Tree Areas: 0</p>
13 ROW	<p>ROW Right-of-Way Boundaries are marked with orange Right-of-Way Boundary tags, pink flagging, pink flashers and blue paint.</p> <p>Individual trees marked with two rings of orange paint are designated as cut and leave trees.</p>		N/A
14 ROW	<p>ROW Right-of-Way Boundaries are marked with orange Right-of-Way Boundary tags, pink flagging, pink flashers and blue paint.</p>		N/A

15 ROW	ROW Right-of-Way Boundaries are marked with orange Right-of-Way Boundary tags, pink flagging, pink flashers and blue paint.		N/A
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OTHER PRE-CRUISE INFORMATION:

Unit #	Primary,secondary Species / Estimated Volume (MBF)	Access information (Gates, locks, etc.)	Photos, traverse maps required
1	DF and WRC 58.6 MBF	Directly adjacent to Blue Mountain Road; southeast of Blue Mountain Transfer Station.	See attached PDFs.
2	DF and WRC 612.1 MBF	PA-F-3100 onto PA-F-3120 off Blue Mountain Road; AA1 key required.	See attached PDFs.
3	DF 276.6 MBF	PA-F-3100 off Blue Mountain Road; AA1 key required.	See attached PDFs.
4	DF & WRC 475.4 MBF	PA-F-3200 onto PA-F-3210 off Blue Mountain Road; AA1 key required.	See attached PDFs.
5	DF and WRC 1302.0 MBF	PA-F-3080/3082 off Gellor Road from Blue Mountain Road.	See attached PDFs.
6	DF & WRC 296.3 MBF	PA-F-3080/3082 off Gellor Road from Blue Mountain Road.	See attached PDFs.
7	DF & WRC 157.5 MBF	PA-F-3080/3082 off Gellor Road from Blue Mountain Road.	See attached PDFs.
8	DF & WRC 206.4 MBF	PA-F-3080/3082 off Gellor Road from Blue Mountain Road.	See attached PDFs.
9	DF 47.8 MBF	Transfer Station Road off Blue Mountain Road; AA1 key required except on Tuesdays and Thursdays during standard working hours.	See attached PDFs.
10 ROW	RA & WRC 0.9 MBF	PA-F-3080/3082 off Gellor Road from Blue Mountain Road; connects Units 6 and 8 along a fenced private property line.	See attached PDFs.
11	DF 3.9 MBF	Transfer Station Road off Blue Mountain Road; AA1 key required except on Tuesdays and Thursdays during standard working hours.	See attached PDFs.
12	DF and WRC 151.7 MBF	Directly adjacent to Blue Mountain Road; south of Blue Mountain Transfer Station.	See attached PDFs.
13 ROW	DF & RA 2.4 MBF	PA-F-3100 onto PA-F-3100_4335 off Blue Mountain Road; AA1 key required; ties into Unit 2 from the east.	See attached PDFs.
14 ROW	GF 1.1 MBF	Directly adjacent to Blue Mountain Road; ties into Unit 2 from the south.	See attached PDFs.

15 ROW	DF 3.9 MBF	PA-F-3200 onto PA-F-3210 off Blue Mountain Road; AA1 key required.	See attached PDFs.
TOTAL MBF	3,596.6 MBF		

REMARKS:

The PA-F-3080 to reach units 6, 7, 8, 10 and 5 is an easement through private property. About a quarter of a mile onto the road, a landowner has an awning partially intersecting the road.

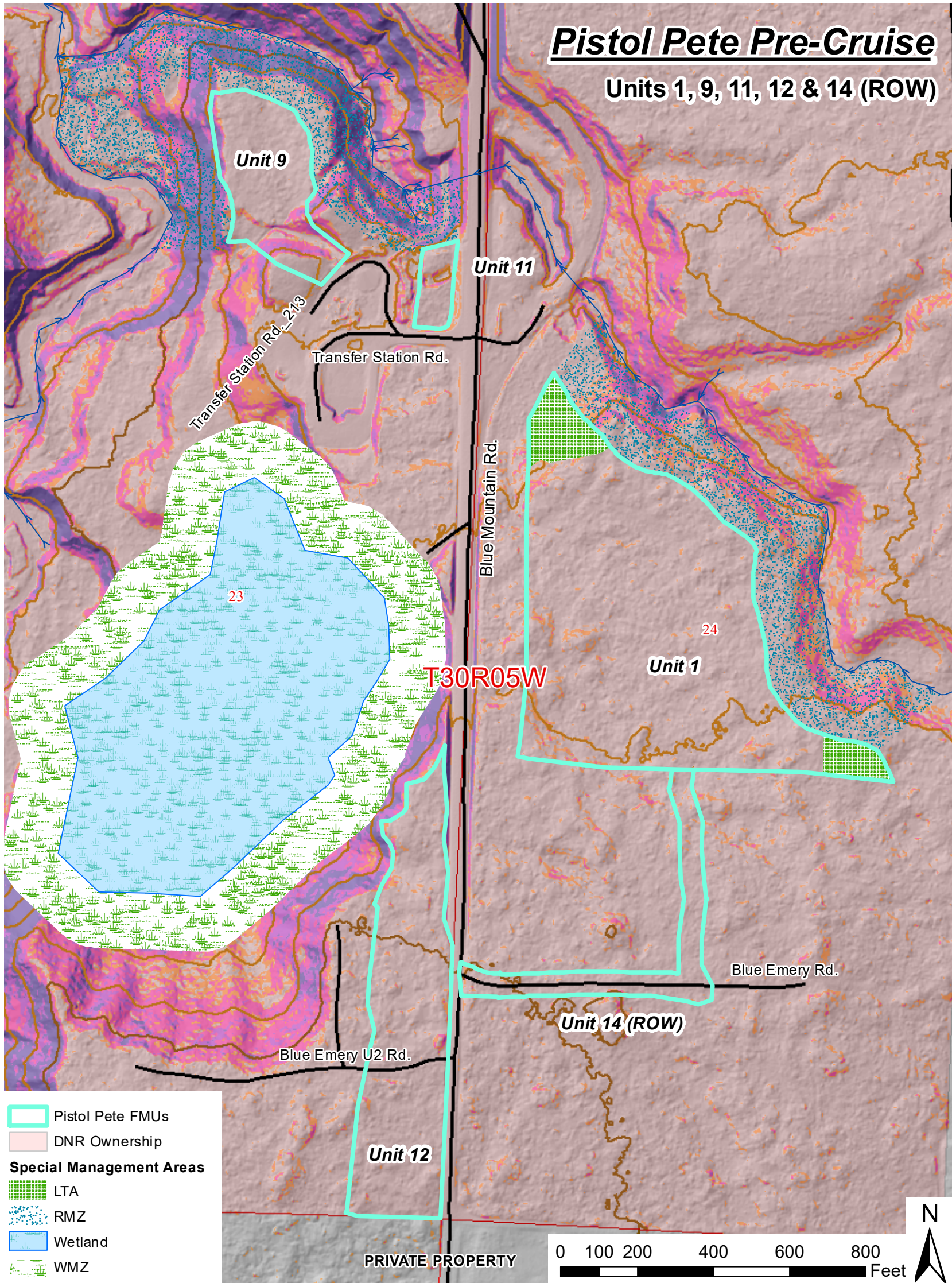
Root rot has been observed intermittently throughout units 2, 3, 5, 6, 7 and 9.

Unit 5 has interspersed areas of blowdown and many rotted logs on the forest floor.

Prepared By: Dylen Siepka Date: 11/6/2023	Title: Forester 1	CC: Cody Pagel
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Pistol Pete Pre-Cruise

Units 1, 9, 11, 12 & 14 (ROW)



- Pistol Pete FMUs
- DNR Ownership
- Special Management Areas**
 - LTA
 - RMZ
 - Wetland
 - WMZ

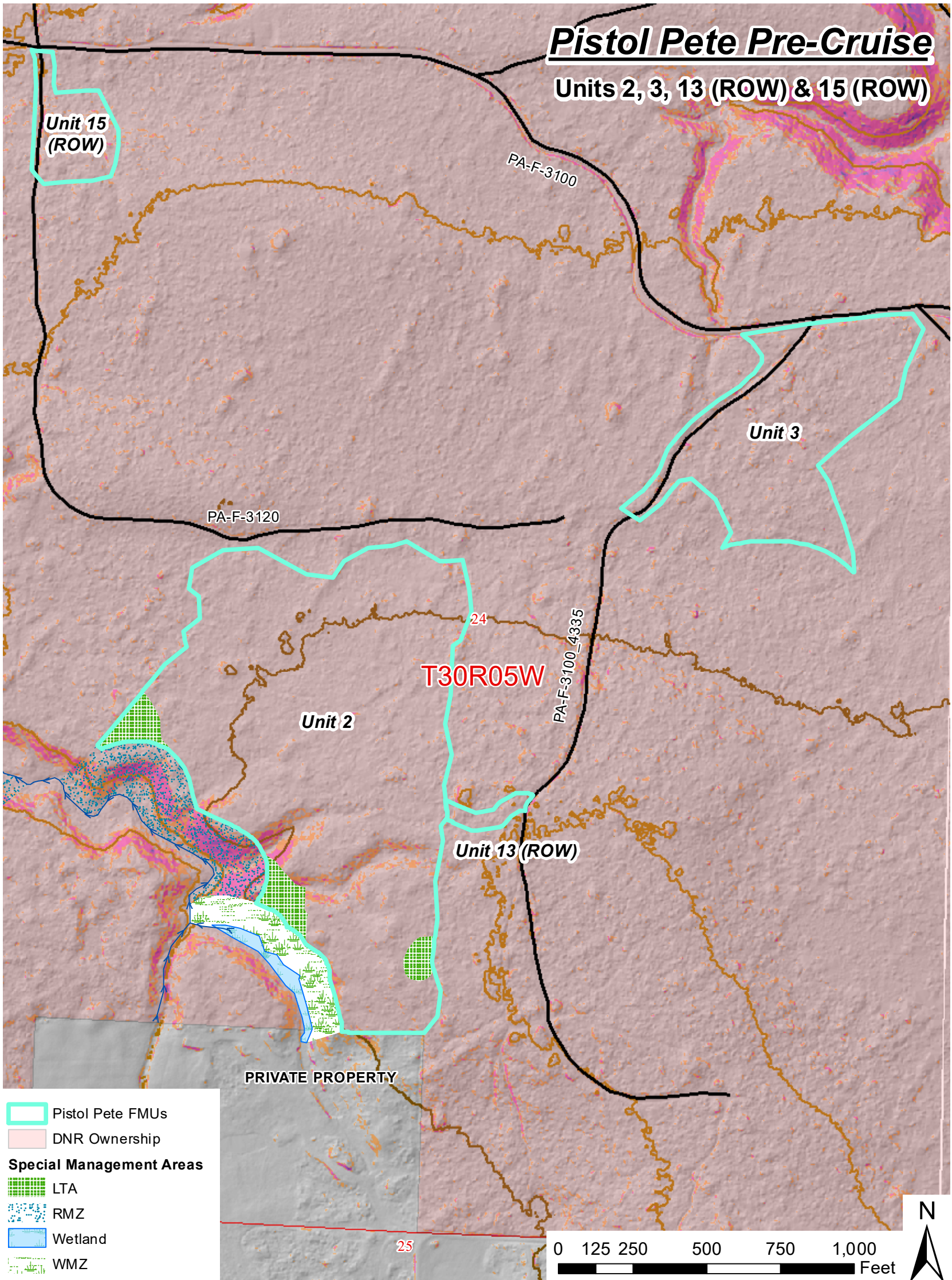
PRIVATE PROPERTY

0 100 200 400 600 800 Feet



Pistol Pete Pre-Cruise

Units 2, 3, 13 (ROW) & 15 (ROW)



Unit 15
(ROW)

PA-F-3100

Unit 3

PA-F-3120

24

T30R05W

PA-F-3100_4335

Unit 2

Unit 13 (ROW)

PRIVATE PROPERTY

- Pistol Pete FMUs
- DNR Ownership
- Special Management Areas**
 - LTA
 - RMZ
 - Wetland
 - WMZ

0 125 250 500 750 1,000 Feet



25

Pistol Pete Pre-Cruise

Unit 4

T30R05W

PA-F-3210







36

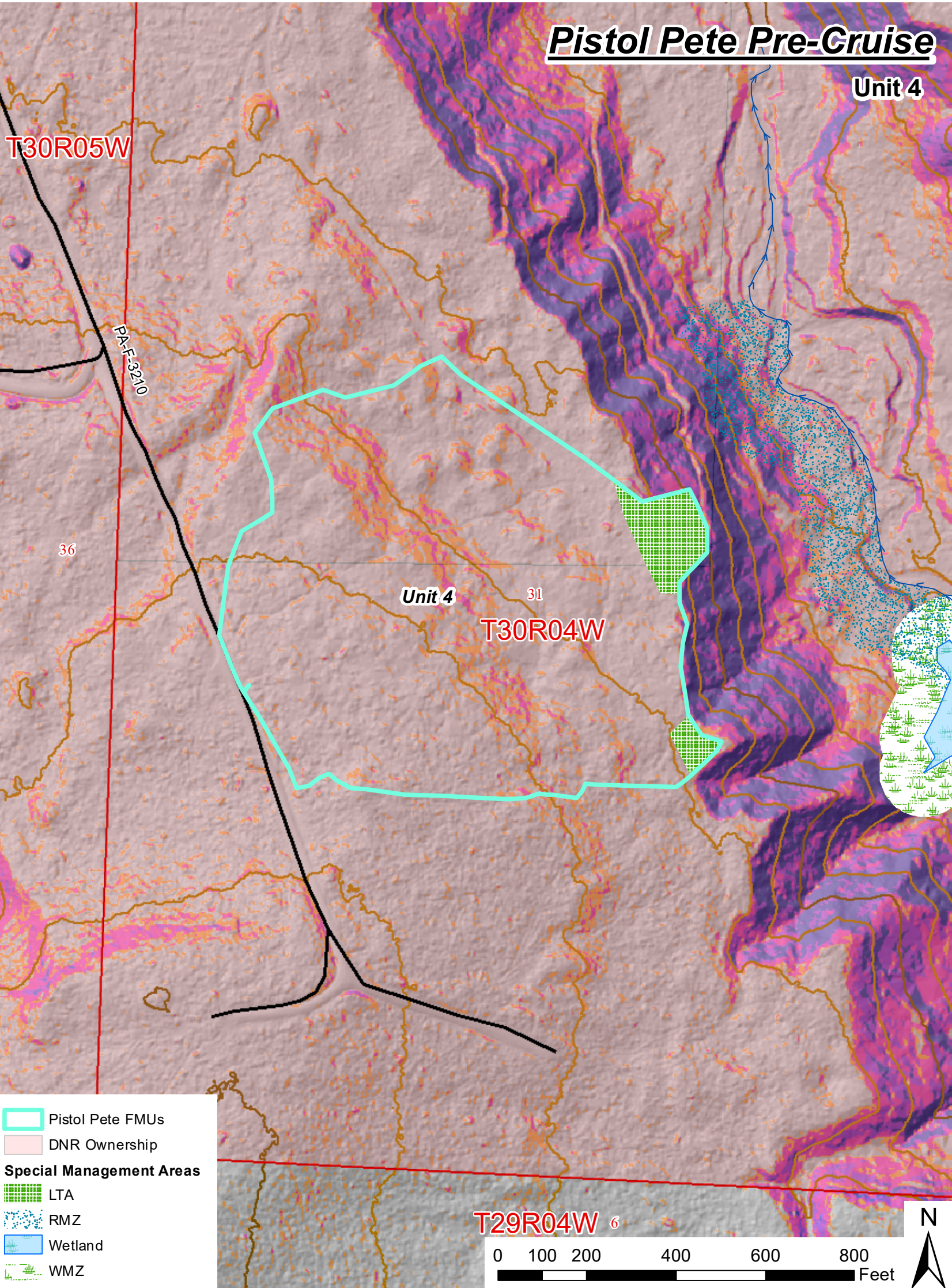
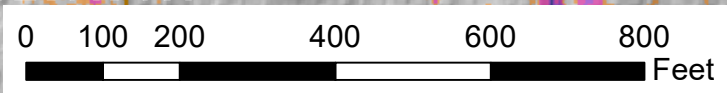
Unit 4

31

T30R04W

T29R04W 6

-  Pistol Pete FMUs
-  DNR Ownership
- Special Management Areas**
 -  LTA
 -  RMZ
 -  Wetland
 -  WMZ



Pistol Pete Pre-Cruise

Unit 5

PRIVATE PROPERTY

36

T30R05W







Unit 5

PA-F-3082

PA-F-3080

1

T29R05W

-  Pistol Pete FMUs
-  DNR Ownership
- Special Management Areas**
 -  LTA
 -  RMZ
 -  Wetland
 -  WMZ

0 125 250 500 750 1,000 Feet



Pistol Pete Pre-Cruise

T30R05W

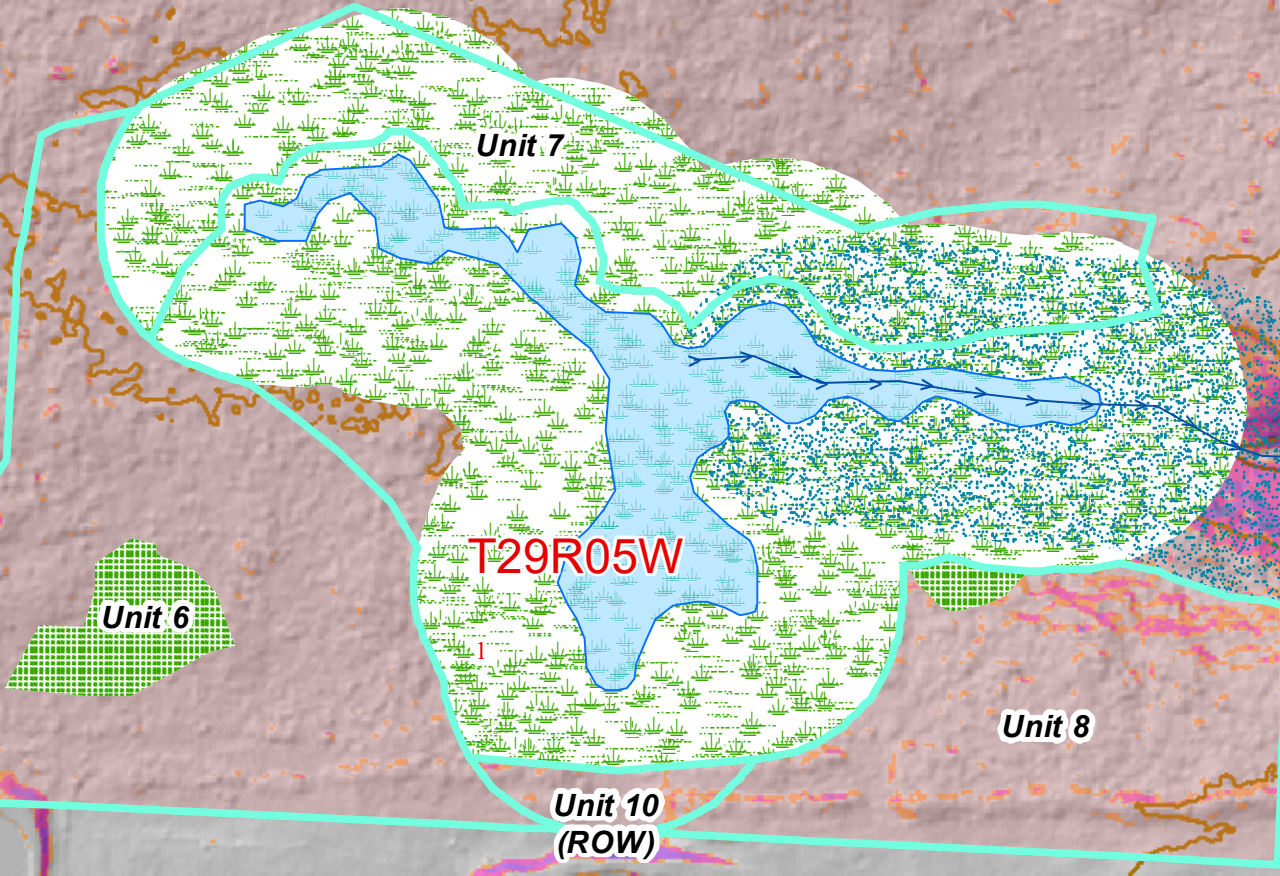
Units 6, 7, 8 & 10 (ROW)

36

PA-F-3082

PA-F-3080

PA-F-3081



- Pistol Pete FMUs
- DNR Ownership
- Special Management Areas**
 - LTA
 - RMZ
 - Wetland
 - WMZ



Timber Sale Cruise Report Pistol Pete

Sale Name: PISTOL PETE

Sale Type: SORT

Region: OLYMPIC

District: STRAITS

Lead Cruiser: Kevin Peterson

Other Cruisers:

Cruise Narrative:

Location:

This sale is located up Blue Mountain road, east of Port Angeles. Access to units is pretty good, an AA1 key is needed to access.

Cruise Design:

Please look at the cruise design table to see what BAFs were used on the units. Merch height was determined at 40% of the diameter at 16'. Logs were cruised in multiple lengths to maximize sort volumes.

Timber Quality:

This sale is mostly DF that varies from 60-100+ years old. A third of the DF is high quality and 400 MBF is DF poles, I also found some RC poles. Most of the units are homogeneous DF stands, but some units have a mixture of RA, WH, RC and RF thru out.

Logging and Stand Conditions:

This sale is 100% ground based harvest. Most of the units are easy to walk through except unit 5, Unit 5 has lots of down large trees due to root rot, salmon berry and black berry.

Timber Sale Notice Volume (MBF)

Sp	DBH	Rings/In	Age	MBF Volume by Grade					
				All	Spec Mill	2 Saw	3 Saw	4 Saw	Utility
DF	15.7	9.4		2,857	122	1,041	1,303	386	4
RA	13.9			281		30	62	176	13
RC	15.0			183			134	49	
WH	15.9			177		32	114	32	
GF	13.1			126		15	60	51	
MA	24.0			15		11			4
ALL	15.2	9.5		3,638	122	1,129	1,672	694	21

Timber Sale Notice Weight (tons)

Sp	Tons by Grade					
	All	Spec Mill	2 Saw	3 Saw	4 Saw	Utility
DF	22,837	805	7,514	11,176	3,313	30
RA	2,965		297	577	1,992	99
WH	1,902		357	1,172	373	

Tons by Grade						
Sp	All	Spec Mill	2 Saw	3 Saw	4 Saw	Utility
RC	1,722			1,307	414	
GF	1,213		112	597	504	
MA	115		86			29
ALL	30,754	805	8,366	14,829	6,597	157

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 (%)
216.7	3.2	113.4	2.3	24,880	3.9

Timber Sale Unit Cruise Design

Unit	Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
PISTOL PETE SORTS U1	B1: VR, 1 BAF (40) Measure All, Sighting Ht = 0 ft	11.2	12.2	10	10	0
PISTOL PETE SORTS U2	B2C: VR, 2 BAF (54.44, 40 for some species) Measure/Count Plots, Sighting Ht = 4.5 ft	26.6	27.5	16	16	0
PISTOL PETE SORTS U3	B2: VR, 2 BAF (54.44, 40 for some species) Measure All, Sighting Ht = 4.5 ft	9.2	9.2	6	6	0
PISTOL PETE SORTS U4	B2: VR, 2 BAF (54.44, 40 for some species) Measure All, Sighting Ht = 4.5 ft	18.0	18.8	11	11	0
PISTOL PETE SORTS U5	B2C: VR, 2 BAF (54.44, 40 for some species) Measure/Count Plots, Sighting Ht = 4.5 ft	58.1	62.4	34	17	0
PISTOL PETE SORTS U6	B2: VR, 2 BAF (54.44, 40 for some species) Measure All, Sighting Ht = 4.5 ft	6.8	7.4	5	5	0
PISTOL PETE SORTS U7	B1: VR, 1 BAF (40) Measure All, Sighting Ht = 4.5 ft	3.7	3.7	3	3	0
PISTOL PETE SORTS U8	B2: VR, 2 BAF (54.44, 40 for some species) Measure All, Sighting Ht = 4.5 ft	3.3	3.4	2	2	0
PISTOL PETE SORTS U9	B1: VR, 1 BAF (40) Measure All, Sighting Ht = 4.5 ft	2.4	2.4	3	3	0
PISTOL PETE SORTS U10	B2: VR, 2 BAF (54.44, 40 for some species) Measure All, Sighting Ht = 4.5 ft	0.4	0.4	1	1	0
PISTOL PETE SORTS U11	B1: VR, 1 BAF (40) Measure All, Sighting Ht = 4.5 ft	0.4	0.5	2	2	0
PISTOL PETE SORTS U12	B1: VR, 1 BAF (40) Measure All, Sighting Ht = 4.5 ft	5.2	5.2	5	5	1
PISTOL PETE	B1: VR, 1 BAF (40) Measure All, Sighting	0.4	0.4	1	1	0

Unit	Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
SORTS U13	Ht = 4.5 ft					
PISTOL PETE SORTS U14	FX: FR plots (1 tree / acre expansion)	1.7	1.7	1	1	0
PISTOL PETE SORTS U15	B1: VR, 1 BAF (40) Measure All, Sighting Ht = 4.5 ft	2.1	2.1	2	2	0
All		149.5	157.3	102	85	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	14.2	38	2,273	2,176	4.3	2,299.5	325.3
DF	LIVE	2 SAW	HQ-A	14.5	37	921	914	0.7	892.9	136.6
DF	LIVE	2 SAW	HQ-B	14.3	35	2,949	2,813	4.6	3,213.9	420.6
DF	LIVE	2 SAW	Pole	13.9	39	1,059	1,059	0.0	1,107.7	158.4
DF	LIVE	3 SAW	Domestic	8.4	38	7,418	7,105	4.2	9,268.9	1,062.2
DF	LIVE	3 SAW	HQ-B	10.6	34	198	198	0.0	232.8	29.6
DF	LIVE	3 SAW	Pole	10.1	37	1,413	1,413	0.0	1,674.1	211.2
DF	LIVE	4 SAW	Domestic	5.5	25	2,470	2,428	1.7	3,082.5	363.0
DF	LIVE	4 SAW	Pole	6.6	29	153	153	0.0	230.1	22.9
DF	LIVE	SPECIAL MILL	HQ-A	17.2	34	861	819	4.9	804.6	122.5
DF	LIVE	UTILITY	Pulp	6.8	18	30	30	0.0	29.7	4.4
GF	LIVE	2 SAW	Domestic	14.5	32	102	99	3.2	111.7	14.8
GF	LIVE	3 SAW	Domestic	9.0	39	417	401	3.8	597.3	60.0
GF	LIVE	4 SAW	Domestic	5.1	29	344	342	0.6	504.1	51.2
MA	LIVE	2 SAW	Domestic	16.5	30	87	76	13.3	86.5	11.3
MA	LIVE	UTILITY	Pulp	10.6	24	25	25	0.0	28.8	3.7
RA	LIVE	2 SAW	Domestic	12.8	38	223	202	9.5	297.0	30.2
RA	LIVE	3 SAW	Domestic	10.5	37	459	414	10.0	577.0	61.8
RA	LIVE	4 SAW	Domestic	6.6	33	1,279	1,176	8.1	1,992.2	175.7
RA	LIVE	CULL	Cull	6.9	27	75	0	100.0	0.0	0.0
RA	LIVE	UTILITY	Pulp	6.0	19	110	86	21.9	98.9	12.8
RC	LIVE	3 SAW	Domestic	9.2	36	831	731	12.0	1,137.4	109.3
RC	LIVE	3 SAW	Pole	10.6	36	163	163	0.0	169.9	24.4
RC	LIVE	4 SAW	Domestic	5.3	24	323	319	1.4	404.6	47.6
RC	LIVE	4 SAW	Pole	7.9	28	9	9	0.0	9.7	1.4
WH	LIVE	2 SAW	Domestic	12.0	40	248	211	14.8	356.8	31.6
WH	LIVE	3 SAW	Domestic	9.2	35	804	760	5.4	1,172.2	113.7
WH	LIVE	4 SAW	Domestic	5.5	29	220	215	2.4	373.4	32.1

Timber Sale Log Grade x Diameter Bin Summary

Sp	Bin	Status	Grade	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	5 - 7	LIVE	4 SAW	5.5	26	2,497	1.6	3,200.1	373.3
DF	5 - 7	LIVE	UTILITY	6.0	16	23	0.0	18.7	3.4
DF	5 - 7	LIVE	3 SAW	6.9	39	2,512	3.3	3,496.5	375.6
DF	8 - 11	LIVE	4 SAW	8.4	22	80	1.7	109.3	12.0
DF	8 - 11	LIVE	UTILITY	8.6	24	7	0.0	11.0	1.0
DF	8 - 11	LIVE	3 SAW	9.7	37	5,958	3.5	7,393.5	890.7
DF	12 - 15	LIVE	3 SAW	12.3	37	246	4.1	285.7	36.7
DF	12 - 15	LIVE	4 SAW	13.1	16	3	0.0	3.2	0.5
DF	12 - 15	LIVE	2 SAW	13.6	36	5,331	3.2	5,959.5	797.1
DF	16 - 19	LIVE	SPECIAL MILL	17.0	35	641	6.1	658.4	95.8
DF	16 - 19	LIVE	2 SAW	17.5	38	1,332	4.4	1,298.1	199.1
DF	20+	LIVE	SPECIAL MILL	21.2	37	178	0.0	146.2	26.6
DF	20+	LIVE	2 SAW	21.7	40	300	0.0	256.5	44.8
GF	5 - 7	LIVE	4 SAW	5.1	27	342	0.6	504.1	51.2
GF	5 - 7	LIVE	3 SAW	7.5	32	38	6.9	52.1	5.7
GF	8 - 11	LIVE	3 SAW	9.3	38	363	3.5	545.2	54.3
GF	12 - 15	LIVE	2 SAW	13.6	32	65	4.8	78.4	9.7
GF	16 - 19	LIVE	2 SAW	19.3	32	34	0.0	33.3	5.0
MA	8 - 11	LIVE	UTILITY	10.6	24	25	0.0	28.8	3.7
MA	16 - 19	LIVE	2 SAW	16.5	30	76	13.3	86.5	11.3
RA	< 6	LIVE	CULL	5.0	13	0	100.0	0.0	0.0
RA	< 6	LIVE	4 SAW	5.2	33	459	3.1	728.8	68.7
RA	< 6	LIVE	UTILITY	5.2	18	39	0.0	47.0	5.8
RA	6 - 9	LIVE	UTILITY	6.5	19	47	34.0	51.8	7.0
RA	6 - 9	LIVE	4 SAW	7.8	33	716	11.0	1,263.4	107.0
RA	6 - 9	LIVE	CULL	8.7	40	0	100.0	0.0	0.0
RA	10 - 11	LIVE	3 SAW	10.5	36	414	10.0	577.0	61.8
RA	12 - 15	LIVE	2 SAW	12.6	36	202	9.5	297.0	30.2
RC	5+	LIVE	4 SAW	5.3	23	328	1.3	414.4	49.0
RC	5+	LIVE	3 SAW	9.6	35	895	10.0	1,307.3	133.7
WH	5 - 7	LIVE	4 SAW	5.5	26	215	2.4	373.4	32.1
WH	5 - 7	LIVE	3 SAW	6.7	40	182	2.1	310.1	27.1
WH	8 - 11	LIVE	3 SAW	10.3	34	579	6.4	862.0	86.5
WH	12 - 15	LIVE	2 SAW	12.0	40	211	14.8	356.8	31.6

Timber Sale Log Sort x Diameter Bin Summary

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	5 - 7	LIVE	Domestic	5.9	30	4,840	2.6	6,440.2	723.6
DF	5 - 7	LIVE	Pole	6.0	32	170	0.0	256.4	25.4
DF	5 - 7	LIVE	Pulp	6.0	16	23	0.0	18.7	3.4
DF	8 - 11	LIVE	Pulp	8.6	24	7	0.0	11.0	1.0
DF	8 - 11	LIVE	HQ-B	9.4	33	105	0.0	114.2	15.7
DF	8 - 11	LIVE	Domestic	9.6	37	4,537	4.6	5,740.8	678.3
DF	8 - 11	LIVE	Pole	10.1	35	1,396	0.0	1,647.8	208.7
DF	12 - 15	LIVE	Domestic	13.1	35	1,587	3.9	1,739.7	237.3
DF	12 - 15	LIVE	Pole	13.1	37	809	0.0	877.9	121.0
DF	12 - 15	LIVE	HQ-B	13.8	34	2,383	4.7	2,837.1	356.3
DF	12 - 15	LIVE	HQ-A	14.4	38	800	0.8	793.6	119.6
DF	16 - 19	LIVE	Pole	16.7	40	250	0.0	229.8	37.3
DF	16 - 19	LIVE	HQ-A	17.1	34	721	5.5	731.4	107.7
DF	16 - 19	LIVE	Domestic	17.5	40	745	5.6	730.0	111.4
DF	16 - 19	LIVE	HQ-B	18.1	33	258	6.4	265.2	38.5
DF	20+	LIVE	HQ-B	21.3	40	265	0.0	230.1	39.7
DF	20+	LIVE	HQ-A	21.8	37	212	0.0	172.5	31.8
GF	5 - 7	LIVE	Domestic	5.5	28	380	1.3	556.2	56.9
GF	8 - 11	LIVE	Domestic	9.3	38	363	3.5	545.2	54.3
GF	12 - 15	LIVE	Domestic	13.6	32	65	4.8	78.4	9.7
GF	16 - 19	LIVE	Domestic	19.3	32	34	0.0	33.3	5.0
MA	8 - 11	LIVE	Pulp	10.6	24	25	0.0	28.8	3.7
MA	16 - 19	LIVE	Domestic	16.5	30	76	13.3	86.5	11.3
RA	< 6	LIVE	Cull	5.0	13	0	100.0	0.0	0.0
RA	< 6	LIVE	Domestic	5.2	33	459	3.1	728.8	68.7
RA	< 6	LIVE	Pulp	5.2	18	39	0.0	47.0	5.8
RA	6 - 9	LIVE	Pulp	6.5	19	47	34.0	51.8	7.0
RA	6 - 9	LIVE	Domestic	7.8	33	716	11.0	1,263.4	107.0
RA	6 - 9	LIVE	Cull	8.7	40	0	100.0	0.0	0.0
RA	10 - 11	LIVE	Domestic	10.5	36	414	10.0	577.0	61.8
RA	12 - 15	LIVE	Domestic	12.6	36	202	9.5	297.0	30.2
RC	5+	LIVE	Domestic	6.7	28	1,050	9.0	1,542.0	156.9
RC	5+	LIVE	Pole	10.7	34	173	0.0	179.7	25.8
WH	5 - 7	LIVE	Domestic	5.9	31	396	2.3	683.5	59.3
WH	8 - 11	LIVE	Domestic	10.3	34	579	6.4	862.0	86.5
WH	12 - 15	LIVE	Domestic	12.0	40	211	14.8	356.8	31.6

Cruise Unit Report PISTOL PETE SORTS U1

Unit Sale Notice Volume (MBF): PISTOL PETE SORTS U1

Sp	DBH	Rings/In	Age	MBF Volume by Grade				
				All	2 Saw	3 Saw	4 Saw	Utility
DF	15.0			215	82	86	45	3
GF	19.7			20	15	5	0	
WH	11.5			11		8	3	
ALL	14.8			247	97	99	48	3

Unit Sale Notice Weight (tons): PISTOL PETE SORTS U1

Sp	Tons by Grade				
	All	2 Saw	3 Saw	4 Saw	Utility
DF	1,786	603	692	476	15
GF	180	112	62	6	
WH	131		102	29	
ALL	2,097	715	856	511	15

Unit Cruise Design: PISTOL PETE SORTS U1

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1: VR, 1 BAF (40) Measure All, Sighting Ht = 0 ft	11.2	12.2	10	10	0

Unit Cruise Summary: PISTOL PETE SORTS U1

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	46	46	4.6	0
GF	4	4	0.4	0
WH	4	4	0.4	0
ALL	54	54	5.4	0

Unit Cruise Statistics: PISTOL PETE SORTS 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	184.0	34.3	10.8	104.6	24.8	3.7	19,239	42.3	11.4
GF	16.0	129.1	40.8	110.6	48.9	24.5	1,769	138.1	47.6

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 (%)
WH	16.0	174.8	55.3	62.7	26.3	13.1	1,003	176.8	56.8
ALL	216.0	26.5	8.4	101.9	29.1	4.0	22,011	39.3	9.3

Unit Summary: PISTOL PETE SORTS U1

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	46	ALL	15.0	56	72	19,728	19,239	2.5	149.9	184.0	47.5	215.5
GF	LIVE	CUT	4	ALL	19.7	68	85	2,054	1,769	13.9	7.6	16.0	3.6	19.8
WH	LIVE	CUT	4	ALL	11.5	34	45	1,124	1,003	10.8	22.2	16.0	4.7	11.2
ALL	LIVE	CUT	54	ALL	14.8	54	69	22,906	22,011	3.9	179.7	216.0	55.8	246.5
ALL	ALL	ALL	54	ALL	14.8	54	69	22,906	22,011	3.9	179.7	216.0	55.8	246.5

Unit Stand Table: PISTOL PETE SORTS U1

Sp	D	Status	Rx	N	DBH	BL	THT	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	8	LIVE	CUT	2	8.0	22	32	458	0.0	22.9	8.0	2.8	5.1
DF	10	LIVE	CUT	1	10.0	36	52	249	0.0	7.3	4.0	1.3	2.8
DF	12	LIVE	CUT	3	12.0	45	60	657	0.0	15.3	12.0	3.5	7.4
DF	14	LIVE	CUT	7	14.0	60	77	2,653	7.1	26.2	28.0	7.5	29.7
DF	16	LIVE	CUT	11	15.9	67	84	5,239	1.1	31.9	44.0	11.0	58.7
DF	18	LIVE	CUT	16	17.9	69	86	7,295	1.8	36.5	64.0	15.1	81.7
DF	20	LIVE	CUT	4	20.0	73	92	1,957	2.3	7.3	16.0	3.6	21.9
DF	22	LIVE	CUT	2	22.0	58	76	730	6.6	3.0	8.0	1.7	8.2
GF	16	LIVE	CUT	1	16.0	53	65	203	50.0	2.9	4.0	1.0	2.3
GF	18	LIVE	CUT	1	18.0	75	95	441	9.3	2.3	4.0	0.9	4.9
GF	22	LIVE	CUT	1	22.0	69	87	397	8.4	1.5	4.0	0.9	4.4
GF	28	LIVE	CUT	1	28.0	99	116	727	0.0	0.9	4.0	0.8	8.1
WH	8	LIVE	CUT	1	8.0	20	29	172	11.8	11.5	4.0	1.4	1.9
WH	14	LIVE	CUT	2	14.0	47	59	554	1.3	7.5	8.0	2.1	6.2
WH	16	LIVE	CUT	1	15.0	55	69	277	24.8	3.3	4.0	1.0	3.1

Unit Log Grade Summary: PISTOL PETE SORTS U1

Sp	Status	Grade	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	LIVE	2 SAW	12.8	33	7,322	1.3	603.0	82.0
DF	LIVE	3 SAW	9.5	33	7,691	4.0	691.9	86.1
DF	LIVE	4 SAW	5.8	30	3,997	1.8	476.2	44.8

Sp	Status	Grade	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	LIVE	UTILITY	6.3	16	229	0.0	14.6	2.6
GF	LIVE	2 SAW	14.5	32	1,319	3.2	111.7	14.8
GF	LIVE	3 SAW	8.7	32	422	33.5	62.2	4.7
GF	LIVE	4 SAW	5.1	19	29	50.0	6.4	0.3
WH	LIVE	3 SAW	7.9	35	718	10.3	102.3	8.0
WH	LIVE	4 SAW	5.7	16	284	12.1	28.8	3.2

Unit Log Sort Summary: PISTOL PETE SORTS U1

Sp	Status	Grade	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	LIVE	Domestic	8.3	31	15,350	3.1	1,444.5	171.9
DF	LIVE	Pole	8.0	33	3,660	0.0	326.6	41.0
DF	LIVE	Pulp	6.3	16	229	0.0	14.6	2.6
GF	LIVE	Domestic	10.1	30	1,769	13.9	180.4	19.8
WH	LIVE	Domestic	6.5	23	1,003	10.8	131.1	11.2

Unit Log Grade x Sort Summary: PISTOL PETE SORTS U1

Sp	Status	Grade	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	LIVE	2 SAW	Domestic	12.8	33	6,966	1.4	573.3	78.0
DF	LIVE	2 SAW	Pole	12.8	32	355	0.0	29.6	4.0
DF	LIVE	3 SAW	Domestic	9.1	34	5,345	5.7	515.1	59.9
DF	LIVE	3 SAW	Pole	10.5	32	2,346	0.0	176.8	26.3
DF	LIVE	4 SAW	Domestic	5.8	29	3,039	2.3	356.1	34.0
DF	LIVE	4 SAW	Pole	5.7	33	958	0.0	120.2	10.7
DF	LIVE	UTILITY	Pulp	6.3	16	229	0.0	14.6	2.6
GF	LIVE	2 SAW	Domestic	14.5	32	1,319	3.2	111.7	14.8
GF	LIVE	3 SAW	Domestic	8.7	32	422	33.5	62.2	4.7
GF	LIVE	4 SAW	Domestic	5.1	19	29	50.0	6.4	0.3
WH	LIVE	3 SAW	Domestic	7.9	35	718	10.3	102.3	8.0
WH	LIVE	4 SAW	Domestic	5.7	16	284	12.1	28.8	3.2

Unit Log Grade x Diameter Bin Summary: PISTOL PETE SORTS U1

Sp	Bin	Status	Grade	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	5 - 7	LIVE	4 SAW	5.8	30	3,997	1.8	476.2	44.8
DF	5 - 7	LIVE	UTILITY	6.3	16	229	0.0	14.6	2.6
DF	5 - 7	LIVE	3 SAW	6.6	36	1,036	1.7	123.1	11.6
DF	8 - 11	LIVE	3 SAW	10.3	32	6,655	4.4	568.8	74.5

Sp	Bin	Status	Grade	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	12 - 15	LIVE	2 SAW	12.8	33	7,322	1.3	603.0	82.0
GF	5 - 7	LIVE	4 SAW	5.1	19	29	50.0	6.4	0.3
GF	5 - 7	LIVE	3 SAW	7.6	32	181	17.2	25.0	2.0
GF	8 - 11	LIVE	3 SAW	9.7	32	240	42.1	37.2	2.7
GF	12 - 15	LIVE	2 SAW	13.6	32	870	4.8	78.4	9.7
GF	16 - 19	LIVE	2 SAW	19.3	32	449	0.0	33.3	5.0
WH	5 - 7	LIVE	4 SAW	5.7	16	284	12.1	28.8	3.2
WH	5 - 7	LIVE	3 SAW	6.0	40	228	3.2	34.9	2.6
WH	8 - 11	LIVE	3 SAW	9.0	32	490	13.3	67.4	5.5

Unit Log Sort x Diameter Bin Summary: PISTOL PETE SORTS U1

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	5 - 7	LIVE	Pole	5.7	33	958	0.0	120.2	10.7
DF	5 - 7	LIVE	Domestic	6.0	30	4,075	2.1	479.2	45.6
DF	5 - 7	LIVE	Pulp	6.3	16	229	0.0	14.6	2.6
DF	8 - 11	LIVE	Domestic	10.2	32	4,309	6.6	392.0	48.3
DF	8 - 11	LIVE	Pole	10.5	32	2,346	0.0	176.8	26.3
DF	12 - 15	LIVE	Domestic	12.8	33	6,966	1.4	573.3	78.0
DF	12 - 15	LIVE	Pole	12.8	32	355	0.0	29.6	4.0
GF	5 - 7	LIVE	Domestic	6.5	26	210	24.0	31.4	2.4
GF	8 - 11	LIVE	Domestic	9.7	32	240	42.1	37.2	2.7
GF	12 - 15	LIVE	Domestic	13.6	32	870	4.8	78.4	9.7
GF	16 - 19	LIVE	Domestic	19.3	32	449	0.0	33.3	5.0
WH	5 - 7	LIVE	Domestic	5.8	20	513	8.3	63.7	5.7
WH	8 - 11	LIVE	Domestic	9.0	32	490	13.3	67.4	5.5

Cruise Unit Report PISTOL PETE SORTS U2

Unit Sale Notice Volume (MBF): PISTOL PETE SORTS U2

Sp	DBH	Rings/In	Age	MBF Volume by Grade					
				All	Spec Mill	2 Saw	3 Saw	4 Saw	Utility
DF	18.3	10.0		779	40	468	228	42	1
RC	16.0			51			46	5	
WH	13.5			23			15	7	
ALL	17.7	10.0		853	40	468	289	55	1

Unit Sale Notice Weight (tons): PISTOL PETE SORTS U2

Sp	Tons by Grade					
	All	Spec Mill	2 Saw	3 Saw	4 Saw	Utility
DF	5,497	222	3,028	1,883	352	11
RC	532			481	51	
WH	210			122	87	
ALL	6,239	222	3,028	2,487	491	11

Unit Cruise Design: PISTOL PETE SORTS U2

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B2C: VR, 2 BAF (54.44, 40 for some species) Measure/Count Plots, Sighting Ht = 4.5 ft	26.6	27.5	16	16	0

Unit Cruise Summary: PISTOL PETE SORTS U2

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	53	53	3.3	1
RC	12	12	0.8	0
WH	1	2	0.1	0
ALL	66	67	4.2	1

Unit Cruise Statistics: PISTOL PETE SORTS U2

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	180.3	40.8	10.2	162.4	29.6	4.1	29,282	50.4	11.0
RC	30.0	114.2	28.5	64.0	38.0	11.0	1,920	120.4	30.6

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 (%)
WH	6.8	400.0	100.0	126.8	0.0	0.0	863	400.0	100.0
ALL	217.1	31.1	7.8	147.7	39.6	4.9	32,064	50.3	9.2

Unit Summary: PISTOL PETE SORTS U2

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	53	ALL	18.3	78	98	29,370	29,282	0.3	98.7	180.3	42.2	778.9
RC	LIVE	CUT	12	ALL	16.0	51	64	1,930	1,920	0.5	21.5	30.0	7.5	51.1
WH	LIVE	CUT	1	ALL	13.5	74	92	924	863	6.7	6.8	6.8	1.9	22.9
ALL	LIVE	CUT	66	ALL	17.7	73	92	32,224	32,064	0.5	127.0	217.1	51.5	852.9
ALL	ALL	ALL	66	ALL	17.7	73	92	32,224	32,064	0.5	127.0	217.1	51.5	852.9

Unit Stand Table: PISTOL PETE SORTS U2

Sp	D	Status	Rx	N	DBH	BL	THT	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	10	LIVE	CUT	1	10.6	45	54	217	0.0	5.6	3.4	1.0	5.8
DF	12	LIVE	CUT	6	12.4	63	79	2,099	0.0	24.5	20.4	5.8	55.8
DF	14	LIVE	CUT	4	13.6	67	83	1,511	2.2	13.6	13.6	3.7	40.2
DF	16	LIVE	CUT	2	15.8	77	97	955	1.3	5.0	6.8	1.7	25.4
DF	18	LIVE	CUT	6	17.9	82	104	2,830	0.0	11.6	20.4	4.8	75.3
DF	20	LIVE	CUT	6	19.9	87	111	3,095	0.0	9.5	20.4	4.6	82.3
DF	22	LIVE	CUT	10	22.1	91	115	5,754	0.2	12.8	34.0	7.2	153.1
DF	24	LIVE	CUT	7	23.9	91	116	4,053	0.7	7.6	23.8	4.9	107.8
DF	26	LIVE	CUT	4	25.7	114	146	3,248	0.0	3.8	13.6	2.7	86.4
DF	28	LIVE	CUT	3	27.3	110	140	2,345	0.0	2.5	10.2	2.0	62.4
DF	30	LIVE	CUT	2	30.2	100	128	1,443	0.0	1.4	6.8	1.2	38.4
DF	32	LIVE	CUT	2	31.2	119	153	1,732	0.0	1.3	6.8	1.2	46.1
RC	14	LIVE	CUT	4	13.6	46	59	535	0.0	10.0	10.0	2.7	14.2
RC	16	LIVE	CUT	2	16.0	58	72	347	0.0	3.6	5.0	1.3	9.2
RC	18	LIVE	CUT	5	17.6	50	62	717	1.4	7.4	12.5	3.0	19.1
RC	28	LIVE	CUT	1	28.4	85	108	321	0.0	0.6	2.5	0.5	8.5
WH	14	LIVE	CUT	1	13.5	74	92	863	6.7	6.8	6.8	1.9	22.9

Unit Log Grade Summary: PISTOL PETE SORTS U2

Sp	Status	Grade	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	LIVE	2 SAW	15.1	39	17,596	0.2	3,027.9	468.0

Sp	Status	Grade	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	LIVE	3 SAW	8.9	35	8,576	0.2	1,883.2	228.1
DF	LIVE	4 SAW	6.2	22	1,587	2.3	352.2	42.2
DF	LIVE	SPECIAL MILL	18.8	38	1,486	0.0	222.4	39.5
DF	LIVE	UTILITY	8.6	24	38	0.0	11.0	1.0
RC	LIVE	3 SAW	8.3	36	1,714	0.6	481.3	45.6
RC	LIVE	4 SAW	5.3	21	206	0.0	51.1	5.5
WH	LIVE	3 SAW	10.3	26	582	7.6	122.4	15.5
WH	LIVE	4 SAW	5.5	40	281	4.7	87.4	7.5

Unit Log Sort Summary: PISTOL PETE SORTS U2

Sp	Status	Grade	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	LIVE	Domestic	8.5	31	14,236	0.5	2,820.8	378.7
DF	LIVE	HQ-A	15.5	38	5,683	0.0	944.0	151.2
DF	LIVE	HQ-B	17.0	39	3,064	0.3	522.8	81.5
DF	LIVE	Pole	11.5	36	6,261	0.0	1,198.1	166.5
DF	LIVE	Pulp	8.6	24	38	0.0	11.0	1.0
RC	LIVE	Domestic	7.3	31	1,920	0.5	532.4	51.1
WH	LIVE	Domestic	7.9	33	863	6.7	209.8	22.9

Unit Log Grade x Sort Summary: PISTOL PETE SORTS U2

Sp	Status	Grade	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	LIVE	2 SAW	Domestic	15.5	40	5,931	0.4	993.9	157.8
DF	LIVE	2 SAW	HQ-A	14.8	38	4,198	0.0	721.6	111.7
DF	LIVE	2 SAW	HQ-B	17.0	39	3,064	0.3	522.8	81.5
DF	LIVE	2 SAW	Pole	14.1	39	4,403	0.0	789.6	117.1
DF	LIVE	3 SAW	Domestic	8.7	35	6,890	0.3	1,513.1	183.3
DF	LIVE	3 SAW	Pole	9.6	35	1,686	0.0	370.1	44.8
DF	LIVE	4 SAW	Domestic	6.0	22	1,415	2.6	313.8	37.6
DF	LIVE	4 SAW	Pole	8.3	23	172	0.0	38.4	4.6
DF	LIVE	SPECIAL MILL	HQ-A	18.8	38	1,486	0.0	222.4	39.5
DF	LIVE	UTILITY	Pulp	8.6	24	38	0.0	11.0	1.0
RC	LIVE	3 SAW	Domestic	8.3	36	1,714	0.6	481.3	45.6
RC	LIVE	4 SAW	Domestic	5.3	21	206	0.0	51.1	5.5
WH	LIVE	3 SAW	Domestic	10.3	26	582	7.6	122.4	15.5
WH	LIVE	4 SAW	Domestic	5.5	40	281	4.7	87.4	7.5

Unit Log Grade x Diameter Bin Summary: PISTOL PETE SORTS U2

Sp	Bin	Status	Grade	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	5 - 7	LIVE	4 SAW	5.9	22	1,289	2.8	279.8	34.3
DF	5 - 7	LIVE	3 SAW	6.9	35	939	0.0	227.8	25.0
DF	8 - 11	LIVE	4 SAW	8.3	23	298	0.0	72.4	7.9
DF	8 - 11	LIVE	UTILITY	8.6	24	38	0.0	11.0	1.0
DF	8 - 11	LIVE	3 SAW	9.3	35	7,636	0.2	1,655.4	203.1
DF	12 - 15	LIVE	2 SAW	14.0	39	10,110	0.1	1,847.5	268.9
DF	16 - 19	LIVE	SPECIAL MILL	16.0	40	484	0.0	76.2	12.9
DF	16 - 19	LIVE	2 SAW	17.5	39	5,994	0.4	950.3	159.4
DF	20+	LIVE	SPECIAL MILL	21.2	37	1,002	0.0	146.2	26.6
DF	20+	LIVE	2 SAW	21.3	40	1,492	0.0	230.1	39.7
RC	5+	LIVE	4 SAW	5.3	21	206	0.0	51.1	5.5
RC	5+	LIVE	3 SAW	8.3	36	1,714	0.6	481.3	45.6
WH	5 - 7	LIVE	4 SAW	5.5	40	281	4.7	87.4	7.5
WH	8 - 11	LIVE	3 SAW	10.3	26	582	7.6	122.4	15.5

Unit Log Sort x Diameter Bin Summary: PISTOL PETE SORTS U2

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	5 - 7	LIVE	Domestic	6.1	25	2,228	1.6	507.7	59.3
DF	8 - 11	LIVE	Pulp	8.6	24	38	0.0	11.0	1.0
DF	8 - 11	LIVE	Domestic	9.2	35	6,077	0.3	1,319.3	161.6
DF	8 - 11	LIVE	Pole	9.3	33	1,858	0.0	408.5	49.4
DF	12 - 15	LIVE	Pole	13.4	39	2,999	0.0	559.8	79.8
DF	12 - 15	LIVE	Domestic	13.7	39	2,201	0.0	408.4	58.6
DF	12 - 15	LIVE	HQ-B	14.3	40	1,119	0.9	224.7	29.8
DF	12 - 15	LIVE	HQ-A	14.6	39	3,790	0.0	654.6	100.8
DF	16 - 19	LIVE	Pole	16.7	40	1,404	0.0	229.8	37.3
DF	16 - 19	LIVE	HQ-A	16.8	37	892	0.0	143.2	23.7
DF	16 - 19	LIVE	Domestic	17.6	40	3,730	0.6	585.5	99.2
DF	16 - 19	LIVE	HQ-B	19.7	34	453	0.0	68.0	12.0
DF	20+	LIVE	HQ-A	21.2	37	1,002	0.0	146.2	26.6
DF	20+	LIVE	HQ-B	21.3	40	1,492	0.0	230.1	39.7
RC	5+	LIVE	Domestic	7.3	31	1,920	0.5	532.4	51.1
WH	5 - 7	LIVE	Domestic	5.5	40	281	4.7	87.4	7.5
WH	8 - 11	LIVE	Domestic	10.3	26	582	7.6	122.4	15.5

Cruise Unit Report PISTOL PETE SORTS U3

Unit Sale Notice Volume (MBF): PISTOL PETE SORTS U3

Sp	DBH	Rings/In	Age	MBF Volume by Grade			
				All	2 Saw	3 Saw	4 Saw
DF	14.5	8.0		343	105	179	59
WH	12.0			10		8	2
ALL	14.4	8.0		353	105	187	62

Unit Sale Notice Weight (tons): PISTOL PETE SORTS U3

Sp	Tons by Grade			
	All	2 Saw	3 Saw	4 Saw
DF	2,808	789	1,521	499
WH	92		78	14
ALL	2,900	789	1,599	512

Unit Cruise Design: PISTOL PETE SORTS U3

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	9.2	9.2	6	6	0

Unit Cruise Summary: PISTOL PETE SORTS U3

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	31	31	5.2	1
WH	1	1	0.2	0
ALL	32	32	5.3	1

Unit Cruise Statistics: PISTOL PETE SORTS U3

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	281.3	25.7	10.5	132.7	25.4	4.6	37,311	36.2	11.5
WH	9.1	244.9	100.0	118.4	0.0	0.0	1,074	244.9	100.0
ALL	290.3	25.6	10.5	132.2	25.2	4.4	38,385	35.9	11.4

Unit Summary: PISTOL PETE SORTS U3

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	31	ALL	14.5	77	97	38,793	37,311	3.8	245.3	281.3	73.9	343.3
WH	LIVE	CUT	1	ALL	12.0	70	87	1,074	1,074	0.0	11.6	9.1	2.6	9.9
ALL	LIVE	CUT	32	ALL	14.4	77	97	39,867	38,385	3.7	256.9	290.3	76.5	353.1
ALL	ALL	ALL	32	ALL	14.4	77	97	39,867	38,385	3.7	256.9	290.3	76.5	353.1

Unit Stand Table: PISTOL PETE SORTS U3

Sp	D	Status	Rx	N	DBH	BL	THT	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	10	LIVE	CUT	3	10.0	63	79	2,146	0.0	49.9	27.2	8.6	19.7
DF	12	LIVE	CUT	6	11.3	69	86	5,916	4.0	78.1	54.4	16.2	54.4
DF	14	LIVE	CUT	3	13.6	75	94	2,826	4.9	26.8	27.2	7.4	26.0
DF	16	LIVE	CUT	3	15.3	80	101	3,376	2.6	21.3	27.2	7.0	31.1
DF	18	LIVE	CUT	6	17.3	91	115	7,785	2.6	33.3	54.4	13.1	71.6
DF	20	LIVE	CUT	3	19.3	99	127	4,357	2.1	13.4	27.2	6.2	40.1
DF	22	LIVE	CUT	4	21.2	102	130	6,109	5.5	14.8	36.3	7.9	56.2
DF	24	LIVE	CUT	2	23.0	105	134	3,016	7.8	6.3	18.1	3.8	27.7
DF	26	LIVE	CUT	1	25.0	115	147	1,781	5.0	2.7	9.1	1.8	16.4
WH	12	LIVE	CUT	1	12.0	70	87	1,074	0.0	11.6	9.1	2.6	9.9

Unit Log Grade Summary: PISTOL PETE SORTS U3

Sp	Status	Grade	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	LIVE	2 SAW	14.0	35	11,411	4.5	788.7	105.0
DF	LIVE	3 SAW	8.4	40	19,440	4.6	1,520.7	178.9
DF	LIVE	4 SAW	5.6	27	6,460	0.1	498.8	59.4
WH	LIVE	3 SAW	7.4	40	832	0.0	78.2	7.7
WH	LIVE	4 SAW	5.0	20	243	0.0	13.6	2.2

Unit Log Sort Summary: PISTOL PETE SORTS U3

Sp	Status	Grade	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	LIVE	Domestic	6.9	34	23,454	4.0	1,842.5	215.8
DF	LIVE	HQ-B	14.2	34	9,896	4.9	681.1	91.0
DF	LIVE	Pole	9.4	36	3,962	0.0	284.6	36.4
WH	LIVE	Domestic	6.2	30	1,074	0.0	91.8	9.9

Unit Log Grade x Sort Summary: PISTOL PETE SORTS U3

Sp	Status	Grade	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	LIVE	2 SAW	Domestic	13.3	40	612	5.0	36.3	5.6
DF	LIVE	2 SAW	HQ-B	14.2	34	9,896	4.9	681.1	91.0
DF	LIVE	2 SAW	Pole	12.5	40	903	0.0	71.3	8.3
DF	LIVE	3 SAW	Domestic	8.3	40	16,590	5.3	1,322.7	152.6
DF	LIVE	3 SAW	Pole	9.2	40	2,850	0.0	198.0	26.2
DF	LIVE	4 SAW	Domestic	5.6	28	6,252	0.1	483.5	57.5
DF	LIVE	4 SAW	Pole	7.8	20	208	0.0	15.3	1.9
WH	LIVE	3 SAW	Domestic	7.4	40	832	0.0	78.2	7.7
WH	LIVE	4 SAW	Domestic	5.0	20	243	0.0	13.6	2.2

Unit Log Grade x Diameter Bin Summary: PISTOL PETE SORTS U3

Sp	Bin	Status	Grade	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	5 - 7	LIVE	4 SAW	5.6	28	6,331	0.1	488.9	58.2
DF	5 - 7	LIVE	3 SAW	6.8	40	6,299	4.8	512.2	58.0
DF	8 - 11	LIVE	4 SAW	8.0	22	129	0.0	9.9	1.2
DF	8 - 11	LIVE	3 SAW	9.8	40	13,141	4.5	1,008.5	120.9
DF	12 - 15	LIVE	2 SAW	13.8	35	10,429	4.4	725.9	95.9
DF	16 - 19	LIVE	2 SAW	17.4	34	982	5.9	62.8	9.0
WH	5 - 7	LIVE	4 SAW	5.0	20	243	0.0	13.6	2.2
WH	5 - 7	LIVE	3 SAW	7.4	40	832	0.0	78.2	7.7

Unit Log Sort x Diameter Bin Summary: PISTOL PETE SORTS U3

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	5 - 7	LIVE	Domestic	5.9	32	12,008	2.6	957.1	110.5
DF	5 - 7	LIVE	Pole	7.4	29	622	0.0	44.0	5.7
DF	8 - 11	LIVE	Domestic	9.7	39	10,834	5.4	849.1	99.7
DF	8 - 11	LIVE	Pole	10.0	40	2,436	0.0	169.3	22.4
DF	12 - 15	LIVE	Pole	12.5	40	903	0.0	71.3	8.3
DF	12 - 15	LIVE	Domestic	13.3	40	612	5.0	36.3	5.6
DF	12 - 15	LIVE	HQ-B	14.0	34	8,914	4.7	618.3	82.0
DF	16 - 19	LIVE	HQ-B	17.4	34	982	5.9	62.8	9.0
WH	5 - 7	LIVE	Domestic	6.2	30	1,074	0.0	91.8	9.9

Cruise Unit Report PISTOL PETE SORTS U4

Unit Sale Notice Volume (MBF): PISTOL PETE SORTS U4

Sp	DBH	Rings/In	Age	MBF Volume by Grade				
				All	Spec Mill	2 Saw	3 Saw	4 Saw
DF	13.7	9.0		251	10	49	153	39
RC	12.5			78			47	31
RA	11.2			58		5	11	42
WH	13.9			21			19	2
ALL	12.8	9.0		407	10	54	230	114

Unit Sale Notice Weight (tons): PISTOL PETE SORTS U4

Sp	Tons by Grade				
	All	Spec Mill	2 Saw	3 Saw	4 Saw
DF	2,165	66	402	1,386	311
RC	697			445	252
RA	581		43	97	441
WH	220			199	20
ALL	3,662	66	445	2,127	1,025

Unit Cruise Design: PISTOL PETE SORTS U4

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	18.0	18.8	11	11	0

Unit Cruise Summary: PISTOL PETE SORTS U4

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	22	25	2.3	1
RC	11	17	1.5	0
RA	11	12	1.1	0
WH	3	3	0.3	0
ALL	47	57	5.2	1

Unit Cruise Statistics: PISTOL PETE SORTS U4

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	123.7	111.5	33.6	112.6	25.4	5.4	13,931	114.3	34.0
RC	61.8	154.1	46.5	70.3	36.1	10.9	4,344	158.3	47.7
RA	47.6	145.9	44.0	67.2	31.1	9.4	3,198	149.2	45.0
WH	12.2	174.0	52.5	94.7	37.4	21.6	1,157	177.9	56.7
ALL	245.3	25.1	7.6	92.2	35.9	5.2	22,630	43.8	9.2

Unit Summary: PISTOL PETE SORTS U4

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	22	ALL	13.7	66	83	14,527	13,931	4.1	120.9	123.7	33.4	250.8
RA	LIVE	CUT	11	ALL	11.2	44	52	3,432	3,198	6.8	69.5	47.6	14.2	57.6
RC	LIVE	CUT	11	ALL	12.5	41	49	4,896	4,344	11.3	72.5	61.8	17.5	78.2
WH	LIVE	CUT	3	ALL	13.9	62	76	1,185	1,157	2.3	11.6	12.2	3.3	20.8
ALL	LIVE	CUT	47	ALL	12.8	54	66	24,040	22,630	5.9	274.5	245.3	68.4	407.3
ALL	ALL	ALL	47	ALL	12.8	54	66	24,040	22,630	5.9	274.5	245.3	68.4	407.3

Unit Stand Table: PISTOL PETE SORTS U4

Sp	D	Status	Rx	N	DBH	BL	THT	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	8	LIVE	CUT	1	8.0	50	61	425	0.0	14.2	4.9	1.7	7.7
DF	10	LIVE	CUT	1	10.0	50	61	363	0.0	9.1	4.9	1.6	6.5
DF	12	LIVE	CUT	4	11.4	62	77	3,251	3.4	48.9	34.6	10.3	58.5
DF	14	LIVE	CUT	3	13.6	68	85	1,413	7.6	14.6	14.8	4.0	25.4
DF	16	LIVE	CUT	2	15.0	73	91	1,012	4.6	8.1	9.9	2.6	18.2
DF	18	LIVE	CUT	4	17.2	80	100	2,470	0.0	12.2	19.8	4.8	44.5
DF	20	LIVE	CUT	2	19.5	87	111	1,166	3.5	4.8	9.9	2.2	21.0
DF	22	LIVE	CUT	3	22.0	95	121	2,139	7.8	5.6	14.8	3.2	38.5
DF	24	LIVE	CUT	1	23.0	100	127	846	3.5	1.7	4.9	1.0	15.2
DF	26	LIVE	CUT	1	25.0	100	127	845	6.9	1.5	4.9	1.0	15.2
RA	10	LIVE	CUT	5	10.0	40	47	1,457	3.5	44.8	24.4	7.7	26.2
RA	12	LIVE	CUT	3	11.3	44	53	646	7.0	17.6	12.2	3.6	11.6
RA	16	LIVE	CUT	1	16.0	65	80	365	10.8	2.6	3.6	0.9	6.6
RA	18	LIVE	CUT	2	17.5	68	83	730	10.7	4.4	7.3	1.7	13.1
RC	8	LIVE	CUT	1	8.0	30	35	656	0.0	31.3	10.9	3.9	11.8
RC	12	LIVE	CUT	2	11.4	36	43	801	4.4	25.8	18.2	5.4	14.4
RC	16	LIVE	CUT	2	16.0	68	85	755	3.7	5.2	7.3	1.8	13.6

Sp	D	Status	Rx	N	DBH	BL	THT	BF Net	Defect %	TPA	BA	RD	MBF Net
RC	18	LIVE	CUT	1	17.0	72	91	399	0.0	2.3	3.6	0.9	7.2
RC	20	LIVE	CUT	1	20.0	60	75	242	28.6	1.7	3.6	0.8	4.4
RC	22	LIVE	CUT	2	21.5	71	90	611	21.6	2.9	7.3	1.6	11.0
RC	24	LIVE	CUT	2	24.0	72	90	880	20.2	3.5	10.9	2.2	15.8
WH	12	LIVE	CUT	1	12.0	60	74	264	9.5	4.6	3.6	1.0	4.8
WH	14	LIVE	CUT	1	14.0	55	67	245	0.0	3.4	3.6	1.0	4.4
WH	16	LIVE	CUT	1	16.0	70	87	649	0.0	3.5	4.9	1.2	11.7

Unit Log Grade Summary: PISTOL PETE SORTS U4

Sp	Status	Grade	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	LIVE	2 SAW	14.2	35	2,726	4.7	402.1	49.1
DF	LIVE	3 SAW	7.8	40	8,511	4.4	1,385.5	153.2
DF	LIVE	4 SAW	5.2	25	2,158	1.7	311.0	38.8
DF	LIVE	SPECIAL MILL	17.1	34	536	5.9	66.3	9.6
RA	LIVE	2 SAW	12.3	30	282	6.8	42.8	5.1
RA	LIVE	3 SAW	10.8	35	597	12.0	97.4	10.8
RA	LIVE	4 SAW	5.4	32	2,319	5.4	440.8	41.7
RC	LIVE	3 SAW	10.4	35	2,602	16.5	444.5	46.8
RC	LIVE	4 SAW	5.2	25	1,741	2.1	252.4	31.3
WH	LIVE	3 SAW	8.0	40	1,051	2.6	199.2	18.9
WH	LIVE	4 SAW	5.1	28	106	0.0	20.4	1.9

Unit Log Sort Summary: PISTOL PETE SORTS U4

Sp	Status	Grade	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	LIVE	Domestic	6.3	32	8,369	4.9	1,334.0	150.6
DF	LIVE	HQ-A	17.1	34	536	5.9	66.3	9.6
DF	LIVE	HQ-B	14.4	34	2,281	5.5	327.6	41.1
DF	LIVE	Pole	10.6	40	2,745	0.0	437.0	49.4
RA	LIVE	Domestic	5.9	32	3,198	6.8	580.9	57.6
RC	LIVE	Domestic	6.2	27	3,671	13.1	611.0	66.1
RC	LIVE	Pole	10.3	36	673	0.0	85.9	12.1
WH	LIVE	Domestic	7.3	37	1,157	2.3	219.6	20.8

Unit Log Grade x Sort Summary: PISTOL PETE SORTS U4

Sp	Status	Grade	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	LIVE	2 SAW	HQ-B	14.4	34	2,281	5.5	327.6	41.1
DF	LIVE	2 SAW	Pole	12.9	40	445	0.0	74.5	8.0
DF	LIVE	3 SAW	Domestic	7.3	40	6,211	5.9	1,023.0	111.8
DF	LIVE	3 SAW	Pole	10.3	40	2,300	0.0	362.5	41.4
DF	LIVE	4 SAW	Domestic	5.2	25	2,158	1.7	311.0	38.8
DF	LIVE	SPECIAL MILL	HQ-A	17.1	34	536	5.9	66.3	9.6
RA	LIVE	2 SAW	Domestic	12.3	30	282	6.8	42.8	5.1
RA	LIVE	3 SAW	Domestic	10.8	35	597	12.0	97.4	10.8
RA	LIVE	4 SAW	Domestic	5.4	32	2,319	5.4	440.8	41.7
RC	LIVE	3 SAW	Domestic	10.4	35	1,929	21.1	358.6	34.7
RC	LIVE	3 SAW	Pole	10.3	36	673	0.0	85.9	12.1
RC	LIVE	4 SAW	Domestic	5.2	25	1,741	2.1	252.4	31.3
WH	LIVE	3 SAW	Domestic	8.0	40	1,051	2.6	199.2	18.9
WH	LIVE	4 SAW	Domestic	5.1	28	106	0.0	20.4	1.9

Unit Log Grade x Diameter Bin Summary: PISTOL PETE SORTS U4

Sp	Bin	Status	Grade	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	5 - 7	LIVE	4 SAW	5.2	25	2,158	1.7	311.0	38.8
DF	5 - 7	LIVE	3 SAW	6.6	40	3,820	4.2	637.1	68.8
DF	8 - 11	LIVE	3 SAW	9.6	40	4,436	4.2	712.6	79.9
DF	12 - 15	LIVE	3 SAW	12.0	40	256	10.2	35.7	4.6
DF	12 - 15	LIVE	2 SAW	14.2	35	2,726	4.7	402.1	49.1
DF	16 - 19	LIVE	SPECIAL MILL	17.1	34	536	5.9	66.3	9.6
RA	< 6	LIVE	4 SAW	5.1	33	2,104	4.6	403.4	37.9
RA	6 - 9	LIVE	4 SAW	7.7	21	215	12.3	37.4	3.9
RA	10 - 11	LIVE	3 SAW	10.8	35	597	12.0	97.4	10.8
RA	12 - 15	LIVE	2 SAW	12.3	30	282	6.8	42.8	5.1
RC	5+	LIVE	4 SAW	5.2	25	1,741	2.1	252.4	31.3
RC	5+	LIVE	3 SAW	10.4	35	2,602	16.5	444.5	46.8
WH	5 - 7	LIVE	4 SAW	5.1	28	106	0.0	20.4	1.9
WH	5 - 7	LIVE	3 SAW	7.1	40	509	5.2	115.5	9.2
WH	8 - 11	LIVE	3 SAW	10.1	40	542	0.0	83.7	9.8

Unit Log Sort x Diameter Bin Summary: PISTOL PETE SORTS U4

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	5 - 7	LIVE	Domestic	5.8	31	5,977	3.3	948.2	107.6
DF	8 - 11	LIVE	Domestic	9.1	40	2,136	8.3	350.1	38.4
DF	8 - 11	LIVE	Pole	10.3	40	2,300	0.0	362.5	41.4
DF	12 - 15	LIVE	Domestic	12.0	40	256	10.2	35.7	4.6
DF	12 - 15	LIVE	Pole	12.9	40	445	0.0	74.5	8.0
DF	12 - 15	LIVE	HQ-B	14.4	34	2,281	5.5	327.6	41.1
DF	16 - 19	LIVE	HQ-A	17.1	34	536	5.9	66.3	9.6
RA	< 6	LIVE	Domestic	5.1	33	2,104	4.6	403.4	37.9
RA	6 - 9	LIVE	Domestic	7.7	21	215	12.3	37.4	3.9
RA	10 - 11	LIVE	Domestic	10.8	35	597	12.0	97.4	10.8
RA	12 - 15	LIVE	Domestic	12.3	30	282	6.8	42.8	5.1
RC	5+	LIVE	Domestic	6.2	27	3,671	13.1	611.0	66.1
RC	5+	LIVE	Pole	10.3	36	673	0.0	85.9	12.1
WH	5 - 7	LIVE	Domestic	6.5	36	615	4.3	135.9	11.1
WH	8 - 11	LIVE	Domestic	10.1	40	542	0.0	83.7	9.8

Cruise Unit Report PISTOL PETE SORTS U5

Unit Sale Notice Volume (MBF): PISTOL PETE SORTS U5

Sp	DBH	Rings/In	Age	MBF Volume by Grade					
				All	Spec Mill	2 Saw	3 Saw	4 Saw	Utility
DF	15.0	10.0		755	69	197	388	101	
RA	14.6			220		25	51	131	13
GF	11.9			101			52	50	
WH	17.9			78		32	32	14	
RC	17.8			24			18	6	
MA	24.0			15		11			4
ALL	14.7	10.0		1,194	69	265	541	302	17

Unit Sale Notice Weight (tons): PISTOL PETE SORTS U5

Sp	Tons by Grade					
	All	Spec Mill	2 Saw	3 Saw	4 Saw	Utility
DF	6,250	494	1,640	3,337	780	
RA	2,358		254	480	1,526	99
GF	998			508	490	
WH	892		357	355	180	
RC	293			225	68	
MA	115		86			29
ALL	10,906	494	2,337	4,904	3,044	128

Unit Cruise Design: PISTOL PETE SORTS U5

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B2C: VR, 2 BAF (54.44, 40 for some species) Measure/Count Plots, Sighting Ht = 4.5 ft	58.1	62.4	34	17	0

Unit Cruise Summary: PISTOL PETE SORTS U5

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	34	61	1.8	2
RA	19	45	1.3	0
GF	6	13	0.4	0
WH	2	8	0.2	0

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
RC	4	6	0.2	0
MA	1	2	0.1	0
ALL	66	135	4.0	2

Unit Cruise Statistics: PISTOL PETE SORTS 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	97.7	103.4	17.7	133.0	24.6	4.2	12,995	106.3	18.2
RA	52.9	114.2	19.6	71.7	40.5	9.3	3,794	121.2	21.7
GF	20.8	232.3	39.8	83.8	31.1	12.7	1,745	234.4	41.8
WH	12.8	278.0	47.7	104.3	2.3	1.6	1,336	278.0	47.7
RC	7.9	306.0	52.5	53.2	45.7	22.8	421	309.4	57.2
MA	2.4	406.0	69.6	109.8	0.0	0.0	258	406.0	69.6
ALL	194.5	37.8	6.5	105.7	40.8	5.0	20,549	55.6	8.2

Unit Summary: PISTOL PETE SORTS U5

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	34	ALL	15.0	72	91	13,830	12,995	6.0	79.6	97.7	25.2	755.0
GF	LIVE	CUT	6	ALL	11.9	51	62	1,745	1,745	0.0	27.0	20.8	6.0	101.4
MA	LIVE	CUT	1	ALL	24.0	65	80	288	258	10.4	0.7	2.4	0.5	15.0
RA	LIVE	CUT	19	ALL	14.6	54	65	4,416	3,794	14.1	45.5	52.9	13.9	220.4
RC	LIVE	CUT	4	ALL	17.8	47	57	508	421	17.2	4.6	7.9	1.9	24.4
WH	LIVE	CUT	2	ALL	17.9	72	90	1,495	1,336	10.7	7.3	12.8	3.0	77.6
ALL	LIVE	CUT	66	ALL	14.7	63	78	22,282	20,549	7.8	164.7	194.5	50.5	1,193.9
ALL	ALL	ALL	66	ALL	14.7	63	78	22,282	20,549	7.8	164.7	194.5	50.5	1,193.9

Unit Stand Table: PISTOL PETE SORTS U5

Sp	D	Status	Rx	N	DBH	BL	THT	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	8	LIVE	CUT	2	8.0	33	38	346	8.7	16.5	5.7	2.0	20.1
DF	10	LIVE	CUT	1	10.0	70	88	332	0.0	5.3	2.9	0.9	19.3
DF	12	LIVE	CUT	3	12.0	70	88	973	2.6	11.0	8.6	2.5	56.5
DF	14	LIVE	CUT	6	13.6	74	93	1,823	2.5	17.0	17.2	4.7	105.9
DF	16	LIVE	CUT	2	16.0	80	101	772	2.8	4.1	5.7	1.4	44.8
DF	18	LIVE	CUT	7	17.6	87	110	2,665	5.9	12.0	20.1	4.8	154.9
DF	20	LIVE	CUT	4	19.7	101	129	1,781	6.0	5.4	11.5	2.6	103.4

Sp	D	Status	Rx	N	DBH	BL	THT	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	22	LIVE	CUT	2	21.0	105	135	927	6.2	2.4	5.7	1.3	53.8
DF	24	LIVE	CUT	4	23.2	110	141	2,069	7.4	3.9	11.5	2.4	120.2
DF	26	LIVE	CUT	2	26.0	103	132	811	16.0	1.6	5.7	1.1	47.1
DF	30	LIVE	CUT	1	29.0	110	141	497	8.6	0.6	2.9	0.5	28.9
GF	8	LIVE	CUT	1	8.0	40	48	268	0.0	9.9	3.5	1.2	15.6
GF	12	LIVE	CUT	2	12.0	45	55	371	0.0	8.8	6.9	2.0	21.6
GF	14	LIVE	CUT	2	14.0	68	86	727	0.0	6.5	6.9	1.9	42.2
GF	20	LIVE	CUT	1	19.0	75	95	379	0.0	1.8	3.5	0.8	22.0
MA	24	LIVE	CUT	1	24.0	65	80	258	10.4	0.7	2.4	0.5	15.0
RA	10	LIVE	CUT	2	10.0	45	54	369	0.0	9.7	5.3	1.7	21.4
RA	12	LIVE	CUT	2	12.0	51	62	337	5.7	6.7	5.3	1.5	19.6
RA	14	LIVE	CUT	3	13.6	56	68	599	9.4	7.8	7.9	2.2	34.8
RA	16	LIVE	CUT	4	15.7	59	72	761	23.3	7.8	10.6	2.7	44.2
RA	18	LIVE	CUT	6	17.3	56	68	1,220	17.1	11.4	18.5	4.5	70.9
RA	20	LIVE	CUT	1	20.0	65	80	250	8.8	1.2	2.6	0.6	14.5
RA	22	LIVE	CUT	1	22.0	70	86	258	11.4	1.0	2.6	0.6	15.0
RC	14	LIVE	CUT	1	14.0	30	35	47	0.0	1.6	1.7	0.4	2.7
RC	18	LIVE	CUT	2	18.0	52	64	218	16.7	2.2	4.0	0.9	12.7
RC	24	LIVE	CUT	1	23.0	65	81	156	21.8	0.8	2.3	0.5	9.0
WH	18	LIVE	CUT	1	17.0	70	87	679	8.7	4.1	6.4	1.6	39.4
WH	20	LIVE	CUT	1	19.0	75	93	657	12.6	3.3	6.4	1.5	38.2

Unit Log Grade Summary: PISTOL PETE SORTS U5

Sp	Status	Grade	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	LIVE	2 SAW	13.7	36	3,388	10.2	1,639.6	196.9
DF	LIVE	3 SAW	8.6	40	6,674	4.4	3,336.6	387.8
DF	LIVE	4 SAW	5.3	24	1,742	2.7	780.0	101.2
DF	LIVE	SPECIAL MILL	16.8	33	1,190	7.6	493.7	69.2
GF	LIVE	3 SAW	9.1	40	888	0.0	508.0	51.6
GF	LIVE	4 SAW	5.1	29	857	0.0	490.4	49.8
MA	LIVE	2 SAW	16.5	30	195	13.3	86.5	11.3
MA	LIVE	UTILITY	10.6	24	64	0.0	28.8	3.7
RA	LIVE	2 SAW	12.9	40	432	10.1	254.2	25.1
RA	LIVE	3 SAW	10.4	37	879	9.6	479.7	51.1
RA	LIVE	4 SAW	7.0	34	2,262	9.1	1,525.6	131.4
RA	LIVE	CULL	6.9	27	0	100.0	0.0	0.0
RA	LIVE	UTILITY	6.0	19	221	21.9	98.9	12.8

Sp	Status	Grade	Dia	Len	BF Net	Defect %	Tons	MBF Net
RC	LIVE	3 SAW	9.9	36	316	21.6	225.0	18.3
RC	LIVE	4 SAW	5.4	26	105	0.0	67.7	6.1
WH	LIVE	2 SAW	12.0	40	543	14.8	356.8	31.6
WH	LIVE	3 SAW	10.5	40	557	10.5	355.1	32.3
WH	LIVE	4 SAW	5.6	30	236	0.0	179.9	13.7

Unit Log Sort Summary: PISTOL PETE SORTS U5

Sp	Status	Grade	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	LIVE	Domestic	7.1	32	8,838	6.1	4,351.0	513.5
DF	LIVE	HQ-A	15.7	34	1,472	7.2	619.3	85.5
DF	LIVE	HQ-B	13.6	34	1,798	7.7	867.5	104.5
DF	LIVE	Pole	10.6	40	886	0.0	412.1	51.5
GF	LIVE	Domestic	6.1	32	1,745	0.0	998.4	101.4
MA	LIVE	Domestic	16.5	30	195	13.3	86.5	11.3
MA	LIVE	Pulp	10.6	24	64	0.0	28.8	3.7
RA	LIVE	Cull	6.9	27	0	100.0	0.0	0.0
RA	LIVE	Domestic	7.7	35	3,573	9.3	2,259.5	207.6
RA	LIVE	Pulp	6.0	19	221	21.9	98.9	12.8
RC	LIVE	Domestic	7.4	30	421	17.2	292.7	24.4
WH	LIVE	Domestic	8.4	35	1,336	10.7	891.8	77.6

Unit Log Grade x Sort Summary: PISTOL PETE SORTS U5

Sp	Status	Grade	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	LIVE	2 SAW	Domestic	13.9	40	1,308	14.2	646.5	76.0
DF	LIVE	2 SAW	HQ-A	13.1	34	282	5.9	125.6	16.4
DF	LIVE	2 SAW	HQ-B	13.6	34	1,798	7.7	867.5	104.5
DF	LIVE	3 SAW	Domestic	8.4	40	5,788	5.0	2,924.5	336.3
DF	LIVE	3 SAW	Pole	10.6	40	886	0.0	412.1	51.5
DF	LIVE	4 SAW	Domestic	5.3	24	1,742	2.7	780.0	101.2
DF	LIVE	SPECIAL MILL	HQ-A	16.8	33	1,190	7.6	493.7	69.2
GF	LIVE	3 SAW	Domestic	9.1	40	888	0.0	508.0	51.6
GF	LIVE	4 SAW	Domestic	5.1	29	857	0.0	490.4	49.8
MA	LIVE	2 SAW	Domestic	16.5	30	195	13.3	86.5	11.3
MA	LIVE	UTILITY	Pulp	10.6	24	64	0.0	28.8	3.7
RA	LIVE	2 SAW	Domestic	12.9	40	432	10.1	254.2	25.1
RA	LIVE	3 SAW	Domestic	10.4	37	879	9.6	479.7	51.1
RA	LIVE	4 SAW	Domestic	7.0	34	2,262	9.1	1,525.6	131.4

Sp	Status	Grade	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
RA	LIVE	CULL	Cull	6.9	27	0	100.0	0.0	0.0
RA	LIVE	UTILITY	Pulp	6.0	19	221	21.9	98.9	12.8
RC	LIVE	3 SAW	Domestic	9.9	36	316	21.6	225.0	18.3
RC	LIVE	4 SAW	Domestic	5.4	26	105	0.0	67.7	6.1
WH	LIVE	2 SAW	Domestic	12.0	40	543	14.8	356.8	31.6
WH	LIVE	3 SAW	Domestic	10.5	40	557	10.5	355.1	32.3
WH	LIVE	4 SAW	Domestic	5.6	30	236	0.0	179.9	13.7

Unit Log Grade x Diameter Bin Summary: PISTOL PETE SORTS U5

Sp	Bin	Status	Grade	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	5 - 7	LIVE	4 SAW	5.3	24	1,708	2.6	760.3	99.3
DF	5 - 7	LIVE	3 SAW	7.0	40	2,056	3.3	1,076.0	119.4
DF	8 - 11	LIVE	4 SAW	8.3	22	34	9.8	19.7	2.0
DF	8 - 11	LIVE	3 SAW	9.8	40	4,305	4.8	2,129.2	250.1
DF	12 - 15	LIVE	3 SAW	12.1	40	314	5.5	131.4	18.2
DF	12 - 15	LIVE	2 SAW	13.3	36	2,910	7.7	1,369.9	169.0
DF	16 - 19	LIVE	SPECIAL MILL	16.8	33	1,190	7.6	493.7	69.2
DF	16 - 19	LIVE	2 SAW	17.2	37	479	22.5	269.7	27.8
GF	5 - 7	LIVE	4 SAW	5.1	29	857	0.0	490.4	49.8
GF	8 - 11	LIVE	3 SAW	9.1	40	888	0.0	508.0	51.6
MA	8 - 11	LIVE	UTILITY	10.6	24	64	0.0	28.8	3.7
MA	16 - 19	LIVE	2 SAW	16.5	30	195	13.3	86.5	11.3
RA	< 6	LIVE	CULL	5.0	13	0	100.0	0.0	0.0
RA	< 6	LIVE	UTILITY	5.2	18	101	0.0	47.0	5.8
RA	< 6	LIVE	4 SAW	5.3	34	531	1.3	325.4	30.8
RA	6 - 9	LIVE	UTILITY	6.5	19	120	34.0	51.8	7.0
RA	6 - 9	LIVE	4 SAW	7.9	34	1,732	11.2	1,200.2	100.6
RA	6 - 9	LIVE	CULL	8.7	40	0	100.0	0.0	0.0
RA	10 - 11	LIVE	3 SAW	10.4	37	879	9.6	479.7	51.1
RA	12 - 15	LIVE	2 SAW	12.9	40	432	10.1	254.2	25.1
RC	5+	LIVE	4 SAW	5.4	26	105	0.0	67.7	6.1
RC	5+	LIVE	3 SAW	9.9	36	316	21.6	225.0	18.3
WH	5 - 7	LIVE	4 SAW	5.6	30	236	0.0	179.9	13.7
WH	8 - 11	LIVE	3 SAW	10.5	40	557	10.5	355.1	32.3
WH	12 - 15	LIVE	2 SAW	12.0	40	543	14.8	356.8	31.6

Unit Log Sort x Diameter Bin Summary: PISTOL PETE SORTS U5

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	5 - 7	LIVE	Domestic	5.9	29	3,764	3.0	1,836.3	218.7
DF	8 - 11	LIVE	Domestic	9.6	39	3,452	6.0	1,736.8	200.6
DF	8 - 11	LIVE	Pole	10.6	40	886	0.0	412.1	51.5
DF	12 - 15	LIVE	Domestic	13.1	40	1,413	8.5	633.3	82.1
DF	12 - 15	LIVE	HQ-A	13.1	34	282	5.9	125.6	16.4
DF	12 - 15	LIVE	HQ-B	13.3	34	1,529	6.9	742.3	88.8
DF	16 - 19	LIVE	HQ-A	16.8	33	1,190	7.6	493.7	69.2
DF	16 - 19	LIVE	Domestic	16.9	40	209	33.0	144.5	12.1
DF	16 - 19	LIVE	HQ-B	17.4	34	270	11.7	125.2	15.7
GF	5 - 7	LIVE	Domestic	5.1	29	857	0.0	490.4	49.8
GF	8 - 11	LIVE	Domestic	9.1	40	888	0.0	508.0	51.6
MA	8 - 11	LIVE	Pulp	10.6	24	64	0.0	28.8	3.7
MA	16 - 19	LIVE	Domestic	16.5	30	195	13.3	86.5	11.3
RA	< 6	LIVE	Cull	5.0	13	0	100.0	0.0	0.0
RA	< 6	LIVE	Pulp	5.2	18	101	0.0	47.0	5.8
RA	< 6	LIVE	Domestic	5.3	34	531	1.3	325.4	30.8
RA	6 - 9	LIVE	Pulp	6.5	19	120	34.0	51.8	7.0
RA	6 - 9	LIVE	Domestic	7.9	34	1,732	11.2	1,200.2	100.6
RA	6 - 9	LIVE	Cull	8.7	40	0	100.0	0.0	0.0
RA	10 - 11	LIVE	Domestic	10.4	37	879	9.6	479.7	51.1
RA	12 - 15	LIVE	Domestic	12.9	40	432	10.1	254.2	25.1
RC	5+	LIVE	Domestic	7.4	30	421	17.2	292.7	24.4
WH	5 - 7	LIVE	Domestic	5.6	30	236	0.0	179.9	13.7
WH	8 - 11	LIVE	Domestic	10.5	40	557	10.5	355.1	32.3
WH	12 - 15	LIVE	Domestic	12.0	40	543	14.8	356.8	31.6

Cruise Unit Report PISTOL PETE SORTS U6

Unit Sale Notice Volume (MBF): PISTOL PETE SORTS U6

Sp	DBH	Rings/In	Age	MBF Volume by Grade			
				All	2 Saw	3 Saw	4 Saw
DF	15.1	8.0		222	62	121	38
WH	17.5			19		17	2
ALL	15.2	8.0		241	62	139	40

Unit Sale Notice Weight (tons): PISTOL PETE SORTS U6

Sp	Tons by Grade			
	All	2 Saw	3 Saw	4 Saw
DF	1,902	492	1,064	345
WH	191		171	20
ALL	2,093	492	1,236	365

Unit Cruise Design: PISTOL PETE SORTS U6

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	6.8	7.3	5	5	0

Unit Cruise Summary: PISTOL PETE SORTS U6

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	25	25	5.0	1
WH	2	2	0.4	0
ALL	27	27	5.4	1

Unit Cruise Statistics: PISTOL PETE SORTS U6

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	272.2	14.1	6.3	119.7	27.8	5.6	32,575	31.2	8.4
WH	21.8	136.9	61.2	128.4	10.0	7.1	2,796	137.3	61.6
ALL	294.0	10.1	4.5	120.3	26.8	5.1	35,372	28.6	6.9

Unit Summary: PISTOL PETE SORTS U6

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	25	ALL	15.1	71	90	33,653	32,575	3.2	218.9	272.2	70.0	221.5
WH	LIVE	CUT	2	ALL	17.5	79	99	2,796	2,796	0.0	13.0	21.8	5.2	19.0
ALL	LIVE	CUT	27	ALL	15.2	72	90	36,449	35,372	3.0	231.9	294.0	75.3	240.5
ALL	ALL	ALL	27	ALL	15.2	72	90	36,449	35,372	3.0	231.9	294.0	75.3	240.5

Unit Stand Table: PISTOL PETE SORTS U6

Sp	D	Status	Rx	N	DBH	BL	THT	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	10	LIVE	CUT	1	10.0	50	61	819	0.0	20.0	10.9	3.4	5.6
DF	12	LIVE	CUT	5	11.6	61	76	4,885	0.0	74.6	54.4	16.0	33.2
DF	14	LIVE	CUT	3	13.6	67	83	2,977	5.5	32.2	32.7	8.8	20.2
DF	16	LIVE	CUT	4	15.7	75	94	5,161	0.0	32.3	43.6	11.0	35.1
DF	18	LIVE	CUT	2	18.0	85	108	2,884	3.7	12.3	21.8	5.1	19.6
DF	20	LIVE	CUT	5	19.2	87	110	6,673	3.1	27.1	54.4	12.4	45.4
DF	22	LIVE	CUT	3	21.3	100	127	5,502	5.6	13.2	32.7	7.1	37.4
DF	24	LIVE	CUT	2	23.0	108	138	3,676	6.5	7.5	21.8	4.5	25.0
WH	18	LIVE	CUT	2	17.5	79	99	2,796	0.0	13.1	21.8	5.2	19.0

Unit Log Grade Summary: PISTOL PETE SORTS U6

Sp	Status	Grade	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	LIVE	2 SAW	14.0	34	9,096	4.4	492.1	61.9
DF	LIVE	3 SAW	8.6	40	17,847	3.2	1,064.3	121.4
DF	LIVE	4 SAW	5.4	28	5,632	1.0	345.3	38.3
WH	LIVE	3 SAW	9.6	40	2,554	0.0	171.4	17.4
WH	LIVE	4 SAW	5.3	33	242	0.0	19.5	1.6

Unit Log Sort Summary: PISTOL PETE SORTS U6

Sp	Status	Grade	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	LIVE	Domestic	6.9	34	22,556	2.8	1,356.0	153.4
DF	LIVE	HQ-B	13.8	34	10,019	4.0	545.7	68.1
WH	LIVE	Domestic	8.5	38	2,796	0.0	190.9	19.0

Unit Log Grade x Sort Summary: PISTOL PETE SORTS U6

Sp	Status	Grade	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	LIVE	2 SAW	HQ-B	14.0	34	9,096	4.4	492.1	61.9
DF	LIVE	3 SAW	Domestic	8.5	40	16,924	3.4	1,010.7	115.1
DF	LIVE	3 SAW	HQ-B	12.5	34	924	0.0	53.6	6.3
DF	LIVE	4 SAW	Domestic	5.4	28	5,632	1.0	345.3	38.3
WH	LIVE	3 SAW	Domestic	9.6	40	2,554	0.0	171.4	17.4
WH	LIVE	4 SAW	Domestic	5.3	33	242	0.0	19.5	1.6

Unit Log Grade x Diameter Bin Summary: PISTOL PETE SORTS U6

Sp	Bin	Status	Grade	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	5 - 7	LIVE	4 SAW	5.4	28	5,632	1.0	345.3	38.3
DF	5 - 7	LIVE	3 SAW	7.1	40	5,831	2.6	383.0	39.7
DF	8 - 11	LIVE	3 SAW	9.9	40	11,093	3.8	627.8	75.4
DF	12 - 15	LIVE	3 SAW	12.5	34	924	0.0	53.6	6.3
DF	12 - 15	LIVE	2 SAW	14.0	34	9,096	4.4	492.1	61.9
WH	5 - 7	LIVE	4 SAW	5.3	33	242	0.0	19.5	1.6
WH	5 - 7	LIVE	3 SAW	6.0	40	388	0.0	25.5	2.6
WH	8 - 11	LIVE	3 SAW	11.3	40	2,166	0.0	145.9	14.7

Unit Log Sort x Diameter Bin Summary: PISTOL PETE SORTS U6

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	5 - 7	LIVE	Domestic	6.0	32	11,464	1.8	728.3	78.0
DF	8 - 11	LIVE	Domestic	9.9	40	11,093	3.8	627.8	75.4
DF	12 - 15	LIVE	HQ-B	13.8	34	10,019	4.0	545.7	68.1
WH	5 - 7	LIVE	Domestic	5.6	36	630	0.0	45.0	4.3
WH	8 - 11	LIVE	Domestic	11.3	40	2,166	0.0	145.9	14.7

Cruise Unit Report PISTOL PETE SORTS U7

Unit Sale Notice Volume (MBF): PISTOL PETE SORTS U7

Sp	DBH	Rings/In	Age	MBF Volume by Grade			
				All	2 Saw	3 Saw	4 Saw
DF	20.1			44	23	19	2
ALL	20.1			44	23	19	2

Unit Sale Notice Weight (tons): PISTOL PETE SORTS U7

Sp	Tons by Grade			
	All	2 Saw	3 Saw	4 Saw
DF	355	183	153	19
ALL	355	183	153	19

Unit Cruise Design: PISTOL PETE SORTS U7

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1: VR, 1 BAF (40) Measure All, Sighting Ht = 4.5 ft	3.7	3.7	3	3	0

Unit Cruise Summary: PISTOL PETE SORTS U7

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
WH		1	0.3	0
DF	6	16	5.3	0
ALL	6	17	5.7	0

Unit Cruise Statistics: PISTOL PETE SORTS U7

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 (%)
WH	13.3	173.2	100.0						
DF	213.3	10.8	6.3	149.7	13.3	5.4	31,941	17.2	8.3
ALL	226.7	10.2	5.9	149.7	13.3	5.4	33,938	16.8	8.0

Unit Summary: PISTOL PETE SORTS U7

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	6	ALL	20.1	95	121	12,621	11,978	5.1	36.3	80.0	17.8	44.3
DF	LIVE	LEA	10	ALL	11.2	56	70	21,036	19,963	5.1	194.9	133.3	39.8	73.9
WH	LIVE	LEA	1	ALL	18.0	84	105				7.5	13.3	3.1	
ALL	LIVE	LEA	11	ALL	11.5	57	71	21,036	19,963	5.1	202.4	146.7	43.0	73.9
ALL	LIVE	CUT	6	ALL	20.1	95	121	12,621	11,978	5.1	36.3	80.0	17.8	44.3
ALL	ALL	ALL	17	ALL	13.2	63	79	33,657	31,941	5.1	238.7	226.7	60.8	118.2

Unit Stand Table: PISTOL PETE SORTS U7

Sp	D	Status	Rx	N	DBH	BL	THT	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	18	LIVE	CUT	1	18.0	85	108	1,834	0.0	7.5	13.3	3.1	6.8
DF	20	LIVE	CUT	2	19.0	93	118	3,461	3.4	13.5	26.7	6.1	12.8
DF	22	LIVE	CUT	2	21.5	100	127	4,382	8.3	10.6	26.7	5.8	16.2
DF	24	LIVE	CUT	1	23.0	110	141	2,301	5.1	4.6	13.3	2.8	8.5
DF	8	LIVE	LEA	2	8.0	40	48	3,066	0.0	76.4	26.7	9.4	11.3
DF	10	LIVE	LEA	1	10.0	50	61	1,437	0.0	24.4	13.3	4.2	5.3
DF	12	LIVE	LEA	3	11.6	66	82	5,795	0.0	54.2	40.0	11.7	21.4
DF	14	LIVE	LEA	1	14.0	75	94	1,949	7.6	12.5	13.3	3.6	7.2
DF	16	LIVE	LEA	2	16.0	80	101	5,283	0.0	19.1	26.7	6.7	19.5
DF	18	LIVE	LEA	1	18.0	85	108	2,434	7.4	7.5	13.3	3.1	9.0
WH	18	LIVE	LEA	1	18.0	84	105			7.5	13.3	3.1	

Unit Log Grade Summary: PISTOL PETE SORTS U7

Sp	Status	Grade	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	LIVE	2 SAW	14.0	34	6,179	5.4	182.7	22.9
DF	LIVE	3 SAW	9.3	40	5,186	5.3	152.7	19.2
DF	LIVE	4 SAW	7.1	19	613	0.0	19.2	2.3

Unit Log Sort Summary: PISTOL PETE SORTS U7

Sp	Status	Grade	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	LIVE	Domestic	8.6	33	5,799	4.8	171.9	21.5
DF	LIVE	HQ-B	14.0	34	6,179	5.4	182.7	22.9

Unit Log Grade x Sort Summary: PISTOL PETE SORTS U7

Sp	Status	Grade	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	LIVE	2 SAW	HQ-B	14.0	34	6,179	5.4	182.7	22.9
DF	LIVE	3 SAW	Domestic	9.3	40	5,186	5.3	152.7	19.2
DF	LIVE	4 SAW	Domestic	7.1	19	613	0.0	19.2	2.3

Unit Log Grade x Diameter Bin Summary: PISTOL PETE SORTS U7

Sp	Bin	Status	Grade	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	5 - 7	LIVE	3 SAW	6.0	40	475	0.0	14.3	1.8
DF	5 - 7	LIVE	4 SAW	7.1	19	613	0.0	19.2	2.3
DF	8 - 11	LIVE	3 SAW	10.0	40	4,710	5.8	138.3	17.4
DF	12 - 15	LIVE	2 SAW	14.0	34	6,179	5.4	182.7	22.9

Unit Log Sort x Diameter Bin Summary: PISTOL PETE SORTS U7

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	5 - 7	LIVE	Domestic	6.8	25	1,089	0.0	33.6	4.0
DF	8 - 11	LIVE	Domestic	10.0	40	4,710	5.8	138.3	17.4
DF	12 - 15	LIVE	HQ-B	14.0	34	6,179	5.4	182.7	22.9

Cruise Unit Report PISTOL PETE SORTS U8

Unit Sale Notice Volume (MBF): PISTOL PETE SORTS U8

Sp	DBH	Rings/In	Age	MBF Volume by Grade			
				All	2 Saw	3 Saw	4 Saw
DF	14.5			78	16	47	15
WH	17.0			11		9	2
ALL	14.7			89	16	55	17

Unit Sale Notice Weight (tons): PISTOL PETE SORTS U8

Sp	Tons by Grade			
	All	2 Saw	3 Saw	4 Saw
DF	746	131	476	139
WH	111		88	24
ALL	857	131	564	162

Unit Cruise Design: PISTOL PETE SORTS U8

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	3.3	3.4	2	2	0

Unit Cruise Summary: PISTOL PETE SORTS U8

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	9	9	4.5	0
WH	1	1	0.5	0
ALL	10	10	5.0	0

Unit Cruise Statistics: PISTOL PETE SORTS U8

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	245.0	15.7	11.1	96.4	20.1	6.7	23,618	25.5	13.0
WH	27.2	141.4	100.0	119.3	0.0	0.0	3,247	141.4	100.0
ALL	272.2	0.0	0.0	98.7	19.9	6.3	26,865	19.9	6.3

Unit Summary: PISTOL PETE SORTS U8

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	9	ALL	14.5	65	81	24,106	23,618	2.0	213.6	245.0	64.3	77.9
WH	LIVE	CUT	1	ALL	17.0	75	94	3,247	3,247	0.0	17.3	27.2	6.6	10.7
ALL	LIVE	CUT	10	ALL	14.7	66	82	27,353	26,865	1.8	230.9	272.2	70.9	88.7
ALL	ALL	ALL	10	ALL	14.7	66	82	27,353	26,865	1.8	230.9	272.2	70.9	88.7

Unit Stand Table: PISTOL PETE SORTS U8

Sp	D	Status	Rx	N	DBH	BL	THT	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	12	LIVE	CUT	2	11.5	55	67	3,957	0.0	75.9	54.4	16.1	13.1
DF	14	LIVE	CUT	2	13.5	63	78	4,666	4.2	55.0	54.4	14.8	15.4
DF	16	LIVE	CUT	2	15.5	70	88	5,377	0.0	41.7	54.4	13.8	17.7
DF	20	LIVE	CUT	3	19.3	83	106	9,617	2.8	40.1	81.7	18.6	31.7
WH	18	LIVE	CUT	1	17.0	75	94	3,247	0.0	17.3	27.2	6.6	10.7

Unit Log Grade Summary: PISTOL PETE SORTS U8

Sp	Status	Grade	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	LIVE	2 SAW	13.0	34	4,866	0.0	130.7	16.1
DF	LIVE	3 SAW	8.2	40	14,168	2.7	476.5	46.8
DF	LIVE	4 SAW	5.2	27	4,584	2.1	138.8	15.1
WH	LIVE	3 SAW	10.8	40	2,642	0.0	87.5	8.7
WH	LIVE	4 SAW	5.3	33	604	0.0	23.7	2.0

Unit Log Sort Summary: PISTOL PETE SORTS U8

Sp	Status	Grade	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	LIVE	Domestic	6.5	34	16,443	2.9	550.3	54.3
DF	LIVE	HQ-B	12.8	34	7,175	0.0	195.7	23.7
WH	LIVE	Domestic	8.1	37	3,247	0.0	111.2	10.7

Unit Log Grade x Sort Summary: PISTOL PETE SORTS U8

Sp	Status	Grade	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	LIVE	2 SAW	HQ-B	13.0	34	4,866	0.0	130.7	16.1
DF	LIVE	3 SAW	Domestic	7.8	40	11,859	3.2	411.5	39.1
DF	LIVE	3 SAW	HQ-B	12.5	34	2,309	0.0	65.0	7.6
DF	LIVE	4 SAW	Domestic	5.2	27	4,584	2.1	138.8	15.1

Sp	Status	Grade	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
WH	LIVE	3 SAW	Domestic	10.8	40	2,642	0.0	87.5	8.7
WH	LIVE	4 SAW	Domestic	5.3	33	604	0.0	23.7	2.0

Unit Log Grade x Diameter Bin Summary: PISTOL PETE SORTS U8

Sp	Bin	Status	Grade	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	5 - 7	LIVE	4 SAW	5.2	27	4,584	2.1	138.8	15.1
DF	5 - 7	LIVE	3 SAW	7.3	40	7,646	4.9	269.1	25.2
DF	8 - 11	LIVE	3 SAW	9.2	40	4,213	0.0	142.4	13.9
DF	12 - 15	LIVE	3 SAW	12.5	34	2,309	0.0	65.0	7.6
DF	12 - 15	LIVE	2 SAW	13.0	34	4,866	0.0	130.7	16.1
WH	5 - 7	LIVE	4 SAW	5.3	33	604	0.0	23.7	2.0
WH	8 - 11	LIVE	3 SAW	10.8	40	2,642	0.0	87.5	8.7

Unit Log Sort x Diameter Bin Summary: PISTOL PETE SORTS U8

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	5 - 7	LIVE	Domestic	6.1	33	12,230	3.8	407.8	40.4
DF	8 - 11	LIVE	Domestic	9.2	40	4,213	0.0	142.4	13.9
DF	12 - 15	LIVE	HQ-B	12.8	34	7,175	0.0	195.7	23.7
WH	5 - 7	LIVE	Domestic	5.3	33	604	0.0	23.7	2.0
WH	8 - 11	LIVE	Domestic	10.8	40	2,642	0.0	87.5	8.7

Cruise Unit Report PISTOL PETE SORTS U9

Unit Sale Notice Volume (MBF): PISTOL PETE SORTS U9

Sp	DBH	Rings/In	Age	MBF Volume by Grade				
				All	Spec Mill	2 Saw	3 Saw	4 Saw
DF	14.5			49	4	16	20	9
RC	19.2			24			22	3
WH	12.0			5			5	
RA	12.0			3				3
ALL	15.0			81	4	16	46	14

Unit Sale Notice Weight (tons): PISTOL PETE SORTS U9

Sp	Tons by Grade				
	All	Spec Mill	2 Saw	3 Saw	4 Saw
DF	360	22	96	161	81
RC	169			147	21
WH	56			56	
RA	26				26
ALL	611	22	96	365	128

Unit Cruise Design: PISTOL PETE SORTS U9

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1: VR, 1 BAF (40) Measure All, Sighting Ht = 4.5 ft	2.4	2.4	3	3	0

Unit Cruise Summary: PISTOL PETE SORTS U9

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	12	12	4.0	0
RC	7	7	2.3	0
WH	2	2	0.7	0
RA	1	1	0.3	0
ALL	22	22	7.3	0

Unit Cruise Statistics: PISTOL PETE SORTS U9

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	160.0	129.9	75.0	126.8	46.2	13.3	20,295	137.9	76.2
RC	93.3	173.2	100.0	107.8	30.7	11.6	10,060	175.9	100.7
WH	26.7	173.2	100.0	80.2	0.0	0.0	2,139	173.2	100.0
RA	13.3	173.2	100.0	80.2	0.0	0.0	1,070	173.2	100.0
ALL	293.3	41.7	24.1	114.4	42.6	9.1	33,563	59.6	25.7

Unit Summary: PISTOL PETE SORTS U9

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	12	ALL	14.5	56	73	21,044	20,295	3.6	139.5	160.0	42.0	48.7
RA	LIVE	CUT	1	ALL	12.0	45	73	1,070	1,070	0.0	17.0	13.3	3.8	2.6
RC	LIVE	CUT	7	ALL	19.2	56	71	10,163	10,060	1.0	46.4	93.3	21.3	24.1
WH	LIVE	CUT	2	ALL	12.0	48	65	2,139	2,139	0.0	34.0	26.7	7.7	5.1
ALL	LIVE	CUT	22	ALL	15.1	54	71	34,416	33,563	2.5	236.9	293.3	74.9	80.6
ALL	ALL	ALL	22	ALL	15.1	54	71	34,416	33,563	2.5	236.9	293.3	74.9	80.6

Unit Stand Table: PISTOL PETE SORTS U9

Sp	D	Status	Rx	N	DBH	BL	THT	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	10	LIVE	CUT	1	10.0	30	41	685	0.0	24.4	13.3	4.2	1.6
DF	12	LIVE	CUT	3	11.6	48	65	3,415	0.0	54.2	40.0	11.7	8.2
DF	14	LIVE	CUT	1	14.0	60	74	1,484	0.0	12.5	13.3	3.6	3.6
DF	16	LIVE	CUT	3	15.6	75	93	4,937	13.2	30.0	40.0	10.1	11.8
DF	18	LIVE	CUT	1	18.0	80	101	1,909	0.0	7.5	13.3	3.1	4.6
DF	20	LIVE	CUT	1	20.0	75	94	1,779	0.0	6.1	13.3	3.0	4.3
DF	26	LIVE	CUT	1	26.0	99	126	3,016	0.0	3.6	13.3	2.6	7.2
DF	34	LIVE	CUT	1	34.0	90	115	3,069	0.0	2.1	13.3	2.3	7.4
RA	12	LIVE	CUT	1	12.0	45	73	1,070	0.0	17.0	13.3	3.8	2.6
RC	12	LIVE	CUT	1	12.0	28	35	475	0.0	17.0	13.3	3.8	1.1
RC	18	LIVE	CUT	1	18.0	69	87	1,464	0.0	7.5	13.3	3.1	3.5
RC	20	LIVE	CUT	1	20.0	66	83	1,486	0.0	6.1	13.3	3.0	3.6
RC	22	LIVE	CUT	1	22.0	76	96	1,515	0.0	5.1	13.3	2.8	3.6
RC	24	LIVE	CUT	1	24.0	75	95	1,663	0.0	4.2	13.3	2.7	4.0
RC	26	LIVE	CUT	1	26.0	77	98	1,653	0.0	3.6	13.3	2.6	4.0
RC	30	LIVE	CUT	1	30.0	80	102	1,804	5.4	2.7	13.3	2.4	4.3
WH	12	LIVE	CUT	2	12.0	47	65	2,139	0.0	34.0	26.7	7.7	5.1

Unit Log Grade Summary: PISTOL PETE SORTS U9

Sp	Status	Grade	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	LIVE	2 SAW	15.2	35	6,764	0.0	96.1	16.2
DF	LIVE	3 SAW	8.8	35	8,224	7.5	161.4	19.7
DF	LIVE	4 SAW	5.7	27	3,571	2.4	80.7	8.6
DF	LIVE	SPECIAL MILL	19.7	32	1,736	0.0	22.3	4.2
RA	LIVE	4 SAW	6.5	40	1,070	0.0	25.8	2.6
RC	LIVE	3 SAW	12.1	33	8,995	1.1	147.4	21.6
RC	LIVE	4 SAW	6.4	27	1,065	0.0	21.2	2.6
WH	LIVE	3 SAW	6.2	40	2,139	0.0	56.1	5.1

Unit Log Sort Summary: PISTOL PETE SORTS U9

Sp	Status	Grade	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	LIVE	Domestic	6.5	30	6,652	10.1	148.0	16.0
DF	LIVE	HQ-A	19.0	34	4,895	0.0	61.9	11.7
DF	LIVE	HQ-B	9.7	33	6,838	0.0	114.9	16.4
DF	LIVE	Pole	9.4	38	1,909	0.0	35.6	4.6
RA	LIVE	Domestic	6.5	40	1,070	0.0	25.8	2.6
RC	LIVE	Domestic	9.3	29	4,336	2.3	74.8	10.4
RC	LIVE	Pole	10.9	33	5,724	0.0	93.7	13.7
WH	LIVE	Domestic	6.2	40	2,139	0.0	56.1	5.1

Unit Log Grade x Sort Summary: PISTOL PETE SORTS U9

Sp	Status	Grade	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	LIVE	2 SAW	Domestic	14.6	32	1,394	0.0	21.3	3.3
DF	LIVE	2 SAW	HQ-A	18.5	35	3,159	0.0	39.7	7.6
DF	LIVE	2 SAW	HQ-B	18.1	26	731	0.0	9.3	1.8
DF	LIVE	2 SAW	Pole	12.4	40	1,479	0.0	25.8	3.5
DF	LIVE	3 SAW	Domestic	7.8	37	2,118	23.8	55.7	5.1
DF	LIVE	3 SAW	HQ-B	9.4	33	6,106	0.0	105.7	14.7
DF	LIVE	4 SAW	Domestic	5.7	27	3,141	2.7	70.9	7.5
DF	LIVE	4 SAW	Pole	6.4	36	430	0.0	9.8	1.0
DF	LIVE	SPECIAL MILL	HQ-A	19.7	32	1,736	0.0	22.3	4.2
RA	LIVE	4 SAW	Domestic	6.5	40	1,070	0.0	25.8	2.6
RC	LIVE	3 SAW	Domestic	12.2	31	3,861	2.6	63.3	9.3
RC	LIVE	3 SAW	Pole	11.9	35	5,134	0.0	84.0	12.3
RC	LIVE	4 SAW	Domestic	5.5	26	475	0.0	11.5	1.1
RC	LIVE	4 SAW	Pole	7.9	28	589	0.0	9.7	1.4

Sp	Status	Grade	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
WH	LIVE	3 SAW	Domestic	6.2	40	2,139	0.0	56.1	5.1

Unit Log Grade x Diameter Bin Summary: PISTOL PETE SORTS U9

Sp	Bin	Status	Grade	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	5 - 7	LIVE	4 SAW	5.6	28	3,366	2.5	77.5	8.1
DF	5 - 7	LIVE	3 SAW	6.5	40	1,455	0.0	34.9	3.5
DF	8 - 11	LIVE	3 SAW	9.6	33	6,769	8.9	126.5	16.2
DF	12 - 15	LIVE	4 SAW	13.1	16	205	0.0	3.2	0.5
DF	12 - 15	LIVE	2 SAW	13.8	35	3,900	0.0	60.5	9.4
DF	16 - 19	LIVE	2 SAW	18.1	26	731	0.0	9.3	1.8
DF	16 - 19	LIVE	SPECIAL MILL	19.7	32	1,736	0.0	22.3	4.2
DF	20+	LIVE	2 SAW	24.1	40	2,132	0.0	26.3	5.1
RA	6 - 9	LIVE	4 SAW	6.5	40	1,070	0.0	25.8	2.6
RC	5+	LIVE	4 SAW	6.4	27	1,065	0.0	21.2	2.6
RC	5+	LIVE	3 SAW	12.1	33	8,995	1.1	147.4	21.6
WH	5 - 7	LIVE	3 SAW	6.2	40	2,139	0.0	56.1	5.1

Unit Log Sort x Diameter Bin Summary: PISTOL PETE SORTS U9

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	5 - 7	LIVE	Domestic	5.7	29	4,390	1.9	102.7	10.5
DF	5 - 7	LIVE	Pole	6.4	36	430	0.0	9.8	1.0
DF	8 - 11	LIVE	HQ-B	9.4	33	6,106	0.0	105.7	14.7
DF	8 - 11	LIVE	Domestic	10.7	32	663	50.0	20.8	1.6
DF	12 - 15	LIVE	Pole	12.4	40	1,479	0.0	25.8	3.5
DF	12 - 15	LIVE	Domestic	14.2	28	1,599	0.0	24.5	3.8
DF	12 - 15	LIVE	HQ-A	15.3	32	1,027	0.0	13.4	2.5
DF	16 - 19	LIVE	HQ-B	18.1	26	731	0.0	9.3	1.8
DF	16 - 19	LIVE	HQ-A	19.7	32	1,736	0.0	22.3	4.2
DF	20+	LIVE	HQ-A	24.1	40	2,132	0.0	26.3	5.1
RA	6 - 9	LIVE	Domestic	6.5	40	1,070	0.0	25.8	2.6
RC	5+	LIVE	Domestic	9.3	29	4,336	2.3	74.8	10.4
RC	5+	LIVE	Pole	10.9	33	5,724	0.0	93.7	13.7
WH	5 - 7	LIVE	Domestic	6.2	40	2,139	0.0	56.1	5.1

Cruise Unit Report PISTOL PETE SORTS U10

Unit Sale Notice Volume (MBF): PISTOL PETE SORTS U10

Sp	DBH	Rings/In	Age	MBF Volume by Grade		
				All	3 Saw	4 Saw
DF	14.0			9	6	3
RC	11.0			1	1	
ALL	13.4			11	7	3

Unit Sale Notice Weight (tons): PISTOL PETE SORTS U10

Sp	Tons by Grade		
	All	3 Saw	4 Saw
DF	84	53	31
RC	9	9	
ALL	93	62	31

Unit Cruise Design: PISTOL PETE SORTS U10

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	0.4	0.4	1	1	0

Unit Cruise Summary: PISTOL PETE SORTS U10

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	4	4	4.0	0
RC	1	1	1.0	0
ALL	5	5	5.0	0

Unit Cruise Statistics: PISTOL PETE SORTS U10

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	105.6	21.2	10.6	22,988	21.2	10.6
RC	40.0	0.0	0.0	86.4	0.0	0.0	3,455	0.0	0.0
ALL	257.8	0.0	0.0	102.6	20.7	9.3	26,442	20.7	9.3

Unit Summary: PISTOL PETE SORTS U10

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	4	ALL	14.0	66	82	23,456	22,988	2.0	203.7	217.8	58.2	9.2
RC	LIVE	CUT	1	ALL	11.0	50	61	3,455	3,455	0.0	60.6	40.0	12.1	1.4
ALL	LIVE	CUT	5	ALL	13.4	62	77	26,910	26,442	1.7	264.3	257.8	70.3	10.6
ALL	ALL	ALL	5	ALL	13.4	62	77	26,910	26,442	1.7	264.3	257.8	70.3	10.6

Unit Stand Table: PISTOL PETE SORTS U10

Sp	D	Status	Rx	N	DBH	BL	THT	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	10	LIVE	CUT	1	10.0	55	68	4,292	0.0	99.8	54.4	17.2	1.7
DF	16	LIVE	CUT	1	16.0	70	88	5,186	8.3	39.0	54.4	13.6	2.1
DF	18	LIVE	CUT	2	17.5	80	101	13,510	0.0	65.3	108.9	26.0	5.4
RC	12	LIVE	CUT	1	11.0	50	61	3,455	0.0	60.6	40.0	12.1	1.4

Unit Log Grade Summary: PISTOL PETE SORTS U10

Sp	Status	Grade	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	LIVE	3 SAW	10.4	40	14,885	3.0	53.0	6.0
DF	LIVE	4 SAW	5.2	37	8,102	0.0	31.1	3.2
RC	LIVE	3 SAW	6.0	36	3,455	0.0	9.1	1.4

Unit Log Sort Summary: PISTOL PETE SORTS U10

Sp	Status	Grade	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	LIVE	Domestic	6.9	38	22,988	2.0	84.0	9.2
RC	LIVE	Domestic	6.0	36	3,455	0.0	9.1	1.4

Unit Log Grade x Sort Summary: PISTOL PETE SORTS U10

Sp	Status	Grade	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	LIVE	3 SAW	Domestic	10.4	40	14,885	3.0	53.0	6.0
DF	LIVE	4 SAW	Domestic	5.2	37	8,102	0.0	31.1	3.2
RC	LIVE	3 SAW	Domestic	6.0	36	3,455	0.0	9.1	1.4

Unit Log Grade x Diameter Bin Summary: PISTOL PETE SORTS U10

Sp	Bin	Status	Grade	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	5 - 7	LIVE	4 SAW	5.2	37	8,102	0.0	31.1	3.2
DF	8 - 11	LIVE	3 SAW	10.4	40	14,885	3.0	53.0	6.0

Sp	Bin	Status	Grade	Dia	Len	BF Net	Defect %	Tons	MBF Net
RC	5+	LIVE	3 SAW	6.0	36	3,455	0.0	9.1	1.4

Unit Log Sort x Diameter Bin Summary: PISTOL PETE SORTS U10

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	5 - 7	LIVE	Domestic	5.2	37	8,102	0.0	31.1	3.2
DF	8 - 11	LIVE	Domestic	10.4	40	14,885	3.0	53.0	6.0
RC	5+	LIVE	Domestic	6.0	36	3,455	0.0	9.1	1.4

Cruise Unit Report PISTOL PETE SORTS U11

Unit Sale Notice Volume (MBF): PISTOL PETE SORTS U11

Sp	DBH	Rings/In	Age	MBF Volume by Grade				
				All	2 Saw	3 Saw	4 Saw	Utility
DF	10.1			6	1	2	3	0
ALL	10.1			6	1	2	3	0

Unit Sale Notice Weight (tons): PISTOL PETE SORTS U11

Sp	Tons by Grade				
	All	2 Saw	3 Saw	4 Saw	Utility
DF	43	6	14	20	2
ALL	43	6	14	20	2

Unit Cruise Design: PISTOL PETE SORTS U11

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1: VR, 1 BAF (40) Measure All, Sighting Ht = 4.5 ft	0.4	0.5	2	2	0

Unit Cruise Summary: PISTOL PETE SORTS U11

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	9	10	5.0	0
ALL	9	10	5.0	0

Unit Cruise Statistics: PISTOL PETE SORTS U11

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	200.0	28.3	20.0	80.5	48.3	16.1	16,106	56.0	25.7
ALL	200.0	28.3	20.0	80.5	48.3	16.1	16,106	56.0	25.7

Unit Summary: PISTOL PETE SORTS U11

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	9	ALL	9.8	26	36	16,106	16,106	0.0	381.8	200.0	63.9	6.4
ALL	LIVE	CUT	9	ALL	9.8	26	36	16,106	16,106	0.0	381.8	200.0	63.9	6.4

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
ALL	ALL	ALL	9	ALL	9.8	26	36	16,106	16,106	0.0	381.8	200.0	63.9	6.4

Unit Stand Table: PISTOL PETE SORTS U11

Sp	D	Status	Rx	N	DBH	BL	THT	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	8	LIVE	CUT	5	8.0	21	31	6,481	0.0	286.5	100.0	35.4	2.6
DF	10	LIVE	CUT	1	10.0	22	27	953	0.0	36.7	20.0	6.3	0.4
DF	12	LIVE	CUT	1	12.0	38	49	993	0.0	25.5	20.0	5.8	0.4
DF	16	LIVE	CUT	2	16.0	61	76	4,770	0.0	28.6	40.0	10.0	1.9
DF	24	LIVE	CUT	1	24.0	75	95	2,909	0.0	6.4	20.0	4.1	1.2

Unit Log Grade Summary: PISTOL PETE SORTS U11

Sp	Status	Grade	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	LIVE	2 SAW	17.3	32	2,610	0.0	6.0	1.0
DF	LIVE	3 SAW	10.1	33	4,856	0.0	14.5	1.9
DF	LIVE	4 SAW	6.1	21	7,558	0.0	20.2	3.0
DF	LIVE	UTILITY	5.7	16	1,082	0.0	2.2	0.4

Unit Log Sort Summary: PISTOL PETE SORTS U11

Sp	Status	Grade	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	LIVE	Domestic	6.1	20	6,762	0.0	17.7	2.7
DF	LIVE	HQ-A	17.3	32	2,610	0.0	6.0	1.0
DF	LIVE	HQ-B	9.5	34	2,564	0.0	8.5	1.0
DF	LIVE	Pole	8.7	32	3,088	0.0	8.5	1.2
DF	LIVE	Pulp	5.7	16	1,082	0.0	2.2	0.4

Unit Log Grade x Sort Summary: PISTOL PETE SORTS U11

Sp	Status	Grade	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	LIVE	2 SAW	HQ-A	17.3	32	2,610	0.0	6.0	1.0
DF	LIVE	3 SAW	HQ-B	9.5	34	2,564	0.0	8.5	1.0
DF	LIVE	3 SAW	Pole	11.0	32	2,292	0.0	6.0	0.9
DF	LIVE	4 SAW	Domestic	6.1	20	6,762	0.0	17.7	2.7
DF	LIVE	4 SAW	Pole	6.3	32	796	0.0	2.5	0.3
DF	LIVE	UTILITY	Pulp	5.7	16	1,082	0.0	2.2	0.4

Unit Log Grade x Diameter Bin Summary: PISTOL PETE SORTS U11

Sp	Bin	Status	Grade	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	5 - 7	LIVE	UTILITY	5.7	16	1,082	0.0	2.2	0.4
DF	5 - 7	LIVE	4 SAW	6.1	21	7,558	0.0	20.2	3.0
DF	8 - 11	LIVE	3 SAW	10.1	33	4,856	0.0	14.5	1.9
DF	16 - 19	LIVE	2 SAW	17.3	32	2,610	0.0	6.0	1.0

Unit Log Sort x Diameter Bin Summary: PISTOL PETE SORTS U11

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	5 - 7	LIVE	Pulp	5.7	16	1,082	0.0	2.2	0.4
DF	5 - 7	LIVE	Domestic	6.1	20	6,762	0.0	17.7	2.7
DF	5 - 7	LIVE	Pole	6.3	32	796	0.0	2.5	0.3
DF	8 - 11	LIVE	HQ-B	9.5	34	2,564	0.0	8.5	1.0
DF	8 - 11	LIVE	Pole	11.0	32	2,292	0.0	6.0	0.9
DF	16 - 19	LIVE	HQ-A	17.3	32	2,610	0.0	6.0	1.0

Cruise Unit Report PISTOL PETE SORTS U12

Unit Sale Notice Volume (MBF): PISTOL PETE SORTS U12

Sp	DBH	Rings/In	Age	MBF Volume by Grade			
				All	2 Saw	3 Saw	4 Saw
DF	14.3			71	22	38	11
GF	11.0			5		4	1
RC	8.8			4			4
ALL	13.0			79	22	42	15

Unit Sale Notice Weight (tons): PISTOL PETE SORTS U12

Sp	Tons by Grade			
	All	2 Saw	3 Saw	4 Saw
DF	529	145	293	91
GF	34		27	7
RC	22			22
ALL	586	145	320	121

Unit Cruise Design: PISTOL PETE SORTS U12

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1: VR, 1 BAF (40) Measure All, Sighting Ht = 4.5 ft	5.2	5.2	5	5	1

Unit Cruise Summary: PISTOL PETE SORTS U12

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	15	15	3.0	0
GF	1	1	0.2	0
RC	2	2	0.4	0
ALL	18	18	3.6	0

Unit Cruise Statistics: PISTOL PETE SORTS U12

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	120.0	70.7	31.6	113.9	22.9	5.9	13,668	74.3	32.2
GF	8.0	223.6	100.0	113.6	0.0	0.0	909	223.6	100.0

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 (%)
RC	16.0	136.9	61.2	42.7	19.9	14.1	683	138.4	62.8
ALL	144.0	63.9	28.6	106.0	31.2	7.4	15,260	71.2	29.5

Unit Summary: PISTOL PETE SORTS U12

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	15	ALL	14.3	53	66	13,829	13,668	1.2	107.6	120.0	31.7	71.1
GF	LIVE	CUT	1	ALL	11.0	50	71	909	909	0.0	12.1	8.0	2.4	4.7
RC	LIVE	CUT	2	ALL	8.8	18	30	683	683	0.0	37.9	16.0	5.4	3.6
ALL	LIVE	CUT	18	ALL	12.9	44	58	15,422	15,260	1.0	157.6	144.0	39.5	79.4
ALL	ALL	ALL	18	ALL	12.9	44	58	15,422	15,260	1.0	157.6	144.0	39.5	79.4

Unit Stand Table: PISTOL PETE SORTS U12

Sp	D	Status	Rx	N	DBH	BL	THT	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	8	LIVE	CUT	1	8.0	20	27	435	0.0	22.9	8.0	2.8	2.3
DF	12	LIVE	CUT	2	12.0	50	64	1,487	0.0	20.4	16.0	4.6	7.7
DF	14	LIVE	CUT	1	14.0	55	68	689	16.4	7.5	8.0	2.1	3.6
DF	16	LIVE	CUT	6	16.0	62	77	5,592	0.0	34.4	48.0	12.0	29.1
DF	18	LIVE	CUT	4	18.0	73	91	4,338	0.6	18.1	32.0	7.5	22.6
DF	20	LIVE	CUT	1	20.0	80	101	1,126	0.0	3.7	8.0	1.8	5.9
GF	12	LIVE	CUT	1	11.0	50	71	909	0.0	12.1	8.0	2.4	4.7
RC	8	LIVE	CUT	1	8.0	18	34	390	0.0	22.9	8.0	2.8	2.0
RC	10	LIVE	CUT	1	10.0	19	24	293	0.0	14.7	8.0	2.5	1.5

Unit Log Grade Summary: PISTOL PETE SORTS U12

Sp	Status	Grade	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	LIVE	2 SAW	13.0	33	4,220	0.0	145.1	21.9
DF	LIVE	3 SAW	8.9	34	7,382	2.1	292.9	38.4
DF	LIVE	4 SAW	5.5	21	2,065	0.0	91.4	10.7
GF	LIVE	3 SAW	7.5	32	703	0.0	27.1	3.7
GF	LIVE	4 SAW	5.0	16	206	0.0	7.2	1.1
RC	LIVE	4 SAW	5.6	16	683	0.0	22.0	3.6

Unit Log Sort Summary: PISTOL PETE SORTS U12

Sp	Status	Grade	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	LIVE	Domestic	6.9	25	5,640	2.8	220.0	29.3
DF	LIVE	Pole	9.0	31	8,028	0.0	309.5	41.7
GF	LIVE	Domestic	6.3	24	909	0.0	34.3	4.7
RC	LIVE	Domestic	5.6	16	683	0.0	22.0	3.6

Unit Log Grade x Sort Summary: PISTOL PETE SORTS U12

Sp	Status	Grade	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	LIVE	2 SAW	Domestic	13.0	32	874	0.0	28.2	4.5
DF	LIVE	2 SAW	Pole	13.0	34	3,346	0.0	116.9	17.4
DF	LIVE	3 SAW	Domestic	8.7	33	3,525	4.4	144.3	18.3
DF	LIVE	3 SAW	Pole	9.3	34	3,857	0.0	148.7	20.1
DF	LIVE	4 SAW	Domestic	5.3	19	1,241	0.0	47.5	6.5
DF	LIVE	4 SAW	Pole	6.1	25	824	0.0	43.9	4.3
GF	LIVE	3 SAW	Domestic	7.5	32	703	0.0	27.1	3.7
GF	LIVE	4 SAW	Domestic	5.0	16	206	0.0	7.2	1.1
RC	LIVE	4 SAW	Domestic	5.6	16	683	0.0	22.0	3.6

Unit Log Grade x Diameter Bin Summary: PISTOL PETE SORTS U12

Sp	Bin	Status	Grade	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	5 - 7	LIVE	4 SAW	5.3	21	1,888	0.0	84.0	9.8
DF	5 - 7	LIVE	3 SAW	7.1	35	2,249	1.2	108.6	11.7
DF	8 - 11	LIVE	4 SAW	9.6	16	177	0.0	7.4	0.9
DF	8 - 11	LIVE	3 SAW	10.6	32	5,134	2.6	184.3	26.7
DF	12 - 15	LIVE	2 SAW	13.0	33	4,220	0.0	145.1	21.9
GF	5 - 7	LIVE	4 SAW	5.0	16	206	0.0	7.2	1.1
GF	5 - 7	LIVE	3 SAW	7.5	32	703	0.0	27.1	3.7
RC	5+	LIVE	4 SAW	5.6	16	683	0.0	22.0	3.6

Unit Log Sort x Diameter Bin Summary: PISTOL PETE SORTS U12

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	5 - 7	LIVE	Pole	5.7	31	1,456	0.0	79.9	7.6
DF	5 - 7	LIVE	Domestic	5.9	23	2,680	1.0	112.8	13.9
DF	8 - 11	LIVE	Domestic	10.3	32	2,085	6.1	79.0	10.8
DF	8 - 11	LIVE	Pole	10.6	29	3,225	0.0	112.7	16.8

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	12 - 15	LIVE	Domestic	13.0	32	874	0.0	28.2	4.5
DF	12 - 15	LIVE	Pole	13.0	34	3,346	0.0	116.9	17.4
GF	5 - 7	LIVE	Domestic	6.3	24	909	0.0	34.3	4.7
RC	5+	LIVE	Domestic	5.6	16	683	0.0	22.0	3.6

Cruise Unit Report PISTOL PETE SORTS U13

Unit Sale Notice Volume (MBF): PISTOL PETE SORTS U13

Sp	DBH	Rings/In	Age	MBF Volume by Grade		
				All	3 Saw	4 Saw
DF	14.2	7.0		6	5	1
ALL	14.2	7.0		6	5	1

Unit Sale Notice Weight (tons): PISTOL PETE SORTS U13

Sp	Tons by Grade		
	All	3 Saw	4 Saw
DF	43	32	10
ALL	43	32	10

Unit Cruise Design: PISTOL PETE SORTS U13

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1: VR, 1 BAF (40) Measure All, Sighting Ht = 4.5 ft	0.4	0.4	1	1	0

Unit Cruise Summary: PISTOL PETE SORTS U13

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	2	3	3.0	1
ALL	2	3	3.0	1

Unit Cruise Statistics: PISTOL PETE SORTS U13

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	120.0	0.0	0.0	117.3	8.9	6.3	14,077	8.9	6.3
ALL	120.0	0.0	0.0	117.3	8.9	6.3	14,077	8.9	6.3

Unit Summary: PISTOL PETE SORTS U13

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	2	ALL	14.2	65	81	14,250	14,077	1.2	109.1	120.0	31.8	5.6
ALL	LIVE	CUT	2	ALL	14.2	65	81	14,250	14,077	1.2	109.1	120.0	31.8	5.6

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
ALL	ALL	ALL	2	ALL	14.2	65	81	14,250	14,077	1.2	109.1	120.0	31.8	5.6

Unit Stand Table: PISTOL PETE SORTS U13

Sp	D	Status	Rx	N	DBH	BL	THT	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	14	LIVE	CUT	1	13.0	65	82	4,297	3.9	43.4	40.0	11.1	1.7
DF	16	LIVE	CUT	1	15.0	65	81	9,780	0.0	65.2	80.0	20.7	3.9

Unit Log Grade Summary: PISTOL PETE SORTS U13

Sp	Status	Grade	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	LIVE	3 SAW	9.4	34	11,383	0.0	32.2	4.6
DF	LIVE	4 SAW	5.6	24	2,694	6.1	10.4	1.1

Unit Log Sort Summary: PISTOL PETE SORTS U13

Sp	Status	Grade	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	LIVE	Domestic	7.5	29	14,077	1.2	42.6	5.6

Unit Log Grade x Sort Summary: PISTOL PETE SORTS U13

Sp	Status	Grade	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	LIVE	3 SAW	Domestic	9.4	34	11,383	0.0	32.2	4.6
DF	LIVE	4 SAW	Domestic	5.6	24	2,694	6.1	10.4	1.1

Unit Log Grade x Diameter Bin Summary: PISTOL PETE SORTS U13

Sp	Bin	Status	Grade	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	5-7	LIVE	4 SAW	5.6	24	2,694	6.1	10.4	1.1
DF	8-11	LIVE	3 SAW	9.4	34	11,383	0.0	32.2	4.6

Unit Log Sort x Diameter Bin Summary: PISTOL PETE SORTS U13

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	5-7	LIVE	Domestic	5.6	24	2,694	6.1	10.4	1.1
DF	8-11	LIVE	Domestic	9.4	34	11,383	0.0	32.2	4.6

Cruise Unit Report PISTOL PETE SORTS U14

Unit Sale Notice Volume (MBF): PISTOL PETE SORTS U14

Sp	DBH	Rings/In	Age	MBF Volume by Grade		
				All	4 Saw	Utility
DF	8.8			1	0	0
ALL	8.8			1	0	0

Unit Sale Notice Weight (tons): PISTOL PETE SORTS U14

Sp	Tons by Grade		
	All	4 Saw	Utility
DF	4	2	2
ALL	4	2	2

Unit Cruise Design: PISTOL PETE SORTS U14

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
FX: FR plots (1 tree / acre expansion)	1.7	1.7	1	1	0

Unit Cruise Summary: PISTOL PETE SORTS U14

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	21	22	22.0	0
ALL	21	22	22.0	0

Unit Cruise Statistics: PISTOL PETE SORTS U14

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	9.3	0.0	0.0	44.5	10.0	2.2	412	10.0	2.2
ALL	9.3	0.0	0.0	44.5	10.0	2.2	412	10.0	2.2

Unit Summary: PISTOL PETE SORTS U14

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	21	ALL	8.8	20	22	412	412	0.0	21.9	9.3	3.1	0.7
ALL	LIVE	CUT	21	ALL	8.8	20	22	412	412	0.0	21.9	9.3	3.1	0.7
ALL	ALL	ALL	21	ALL	8.8	20	22	412	412	0.0	21.9	9.3	3.1	0.7

Unit Stand Table: PISTOL PETE SORTS U14

Sp	D	Status	Rx	N	DBH	BL	THT	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	8	LIVE	CUT	16	8.0	19	20	264	0.0	16.0	5.6	2.0	0.4
DF	10	LIVE	CUT	4	10.0	22	28	97	0.0	4.0	2.2	0.7	0.2
DF	12	LIVE	CUT	2	11.5	21	24	51	0.0	2.0	1.5	0.4	0.1

Unit Log Grade Summary: PISTOL PETE SORTS U14

Sp	Status	Grade	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	LIVE	4 SAW	6.3	17	162	0.0	1.8	0.3
DF	LIVE	UTILITY	5.8	16	249	0.0	1.9	0.4

Unit Log Sort Summary: PISTOL PETE SORTS U14

Sp	Status	Grade	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	LIVE	Domestic	6.3	17	162	0.0	1.8	0.3
DF	LIVE	Pulp	5.8	16	249	0.0	1.9	0.4

Unit Log Grade x Sort Summary: PISTOL PETE SORTS U14

Sp	Status	Grade	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	LIVE	4 SAW	Domestic	6.3	17	162	0.0	1.8	0.3
DF	LIVE	UTILITY	Pulp	5.8	16	249	0.0	1.9	0.4

Unit Log Grade x Diameter Bin Summary: PISTOL PETE SORTS U14

Sp	Bin	Status	Grade	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	5-7	LIVE	UTILITY	5.8	16	249	0.0	1.9	0.4
DF	5-7	LIVE	4 SAW	6.3	17	162	0.0	1.8	0.3

Unit Log Sort x Diameter Bin Summary: PISTOL PETE SORTS U14

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	5-7	LIVE	Pulp	5.8	16	249	0.0	1.9	0.4
DF	5-7	LIVE	Domestic	6.3	17	162	0.0	1.8	0.3

Cruise Unit Report PISTOL PETE SORTS U15

Unit Sale Notice Volume (MBF): PISTOL PETE SORTS U15

Sp	DBH	Rings/In	Age	MBF Volume by Grade		
				All	3 Saw	4 Saw
DF	11.3			28	11	17
ALL	11.3			28	11	17

Unit Sale Notice Weight (tons): PISTOL PETE SORTS U15

Sp	Tons by Grade		
	All	3 Saw	4 Saw
DF	266	110	155
ALL	266	110	155

Unit Cruise Design: PISTOL PETE SORTS U15

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1: VR, 1 BAF (40) Measure All, Sighting Ht = 4.5 ft	2.1	2.1	2	2	0

Unit Cruise Summary: PISTOL PETE SORTS U15

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	9	9	4.5	0
ALL	9	9	4.5	0

Unit Cruise Statistics: PISTOL PETE SORTS U15

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	180.0	15.7	11.1	73.5	13.8	4.6	13,233	20.9	12.0
ALL	180.0	15.7	11.1	73.5	13.8	4.6	13,233	20.9	12.0

Unit Summary: PISTOL PETE SORTS U15

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	9	ALL	11.3	50	61	13,308	13,233	0.6	258.5	180.0	53.5	27.8
ALL	LIVE	CUT	9	ALL	11.3	50	61	13,308	13,233	0.6	258.5	180.0	53.5	27.8

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
ALL	ALL	ALL	9	ALL	11.3	50	61	13,308	13,233	0.6	258.5	180.0	53.5	27.8

Unit Stand Table: PISTOL PETE SORTS U15

Sp	D	Status	Rx	N	DBH	BL	THT	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	10	LIVE	CUT	3	10.0	45	54	3,960	0.0	110.0	60.0	19.0	8.3
DF	12	LIVE	CUT	3	11.3	51	63	4,465	0.0	86.1	60.0	17.8	9.4
DF	14	LIVE	CUT	3	13.3	57	70	4,808	1.5	62.1	60.0	16.4	10.1

Unit Log Grade Summary: PISTOL PETE SORTS U15

Sp	Status	Grade	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	LIVE	3 SAW	7.7	34	5,266	1.4	110.3	11.1
DF	LIVE	4 SAW	5.1	29	7,967	0.0	155.4	16.7

Unit Log Sort Summary: PISTOL PETE SORTS U15

Sp	Status	Grade	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	LIVE	Domestic	5.7	30	13,233	0.6	265.7	27.8

Unit Log Grade x Sort Summary: PISTOL PETE SORTS U15

Sp	Status	Grade	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	LIVE	3 SAW	Domestic	7.7	34	5,266	1.4	110.3	11.1
DF	LIVE	4 SAW	Domestic	5.1	29	7,967	0.0	155.4	16.7

Unit Log Grade x Diameter Bin Summary: PISTOL PETE SORTS U15

Sp	Bin	Status	Grade	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	5-7	LIVE	4 SAW	5.1	29	7,967	0.0	155.4	16.7
DF	5-7	LIVE	3 SAW	7.7	34	5,266	1.4	110.3	11.1

Unit Log Sort x Diameter Bin Summary: PISTOL PETE SORTS U15

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	5-7	LIVE	Domestic	5.7	30	13,233	0.6	265.7	27.8



Forest Practices Application/Notification Notice of Decision

FPA/N No: 2618212

Effective Date: 01/14/2024

Expiration Date: 1/14/2027

Shut Down Zone: 653 S

EARR Tax Credit: Eligible Non-eligible

Reference: WA DNR

PISTOL PETE SORTS

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: Levi Puksta

Region: Olympic

Title: Forest Practices Forester

Date: 1/14/2024

Copies to: Landowner, Timber Owner and Operator

Issued in person: LO TO OP By: _____ Date: _____