



TIMBER NOTICE OF SALE

SALE NAME: Q KLONDIKE

AGREEMENT NO: 30-106084

AUCTION: July 23, 2024 starting at 10:00 a.m., Northeast Region Office, Colville, WA

COUNTY: Ferry

SALE LOCATION: Sale located approximately 4 miles northwest of Republic, WA

PRODUCTS SOLD AND SALE AREA:

All conifer species (excluding ponderosa pine) except for leave trees banded with blue paint, leave trees bounded by yellow leave tree area tags and two standing snaps per acre in Units 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10 bounded by white timber sale boundary tags; and all right of way timber bounded by orange right of way boundary tags or banded with orange paint.

All forest products above located on part(s) of Sections 18, 19, 20, 30 and 31 all in Township 37 North, Range 33 East, Sections 24 and 36 all in Township 37 North, Range 32 East, W.M., containing 344 acres, more or less.

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

ESTIMATED SALE VOLUMES AND QUALITY:

Table with columns: Species, Avg DBH, Ring Count, Total MBF, and MBF by Grade (P, SM, 1S, 2S, 3S, 4S, 5S, 6S, UT). Rows include Douglas fir, Larch, Spruce, Ponderosa pine, and Sale Total.

MINIMUM BID: \$641,000.00

BID METHOD: Sealed Bids

PERFORMANCE SECURITY:

\$100,000.00

SALE TYPE: Lump Sum

EXPIRATION DATE: November 30, 2026

ALLOCATION: Export Restricted

BID DEPOSIT: \$64,100.00 or Bid Bond. Said deposit shall constitute an opening bid at the appraised price.

HARVEST METHOD: Ground based equipment, Dozer, and Rubber tired skidder. Falling and Yarding will not be permitted from March 15 to June 1 unless authorized in writing by the Contract Administrator due to spring breakup.

ROADS: 192.54 stations of required construction. 6.02 stations of optional construction. 313.58 stations of required prehaul maintenance. 54.77 stations of decommissioning. Road construction will not be permitted from March 15 to June 1 unless authorized in writing by the Contract Administrator due to spring breakup. The hauling of forest products will not be permitted from March 15 to June 1 unless authorized in writing by the Contract Administrator due to spring breakup.



TIMBER NOTICE OF SALE

ACREAGE DETERMINATION

CRUISE METHOD: Acreage determined using GPS methods. Acreage shown above is net harvest acres in harvest units. Ponderosa pine: 8.0 - 17.5 inches dbh has a minimum top of 4.6 inch dib. All other species: 7.0 - 17.5 inches dbh has minimum top of 4.6 inch dib. All species 17.6 inches and greater dbh have a minimum top dib of 40% of dob at 16 feet or a 6 inch top whichever is greater.

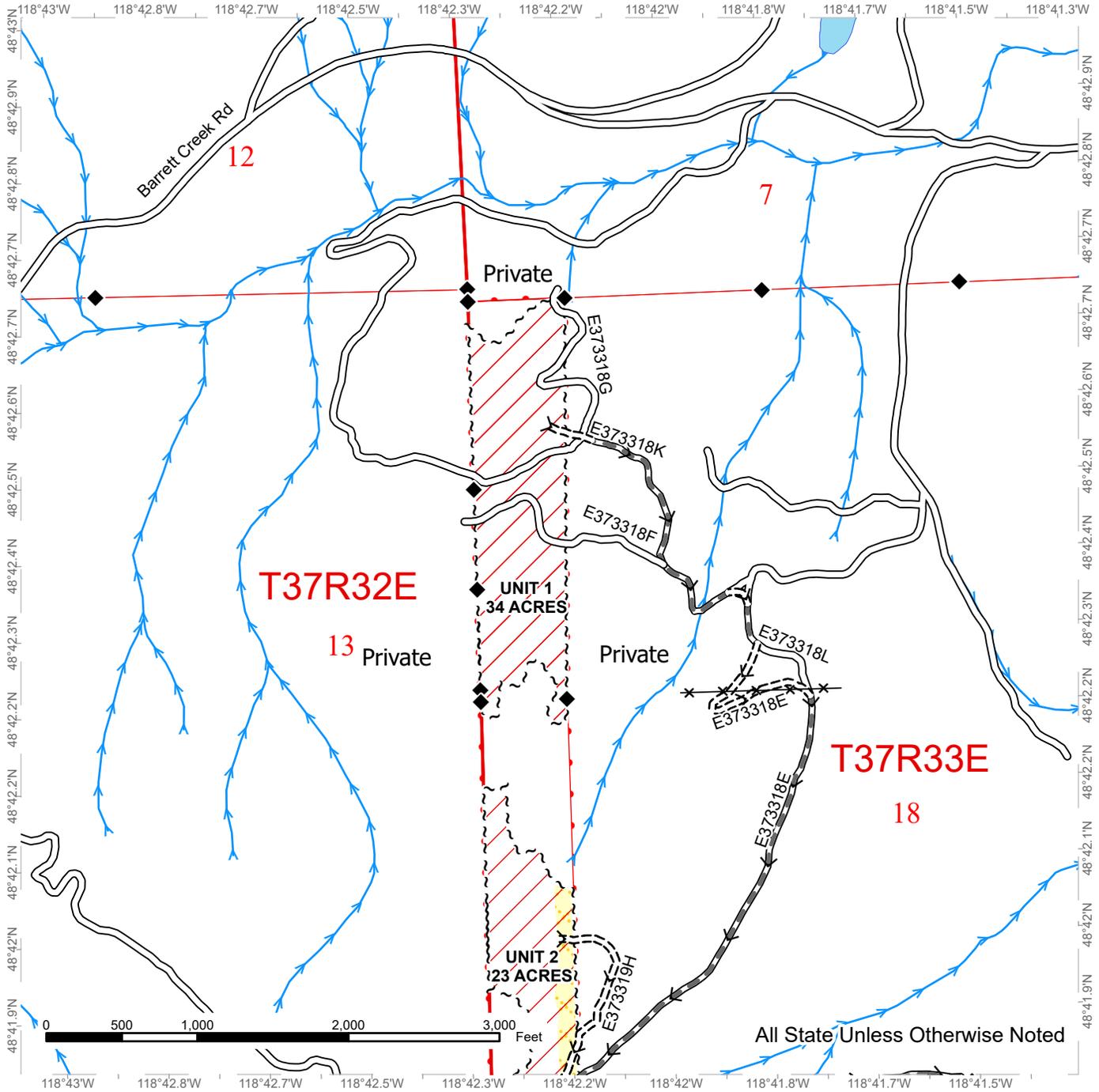
FEES: Within 10 days of day of sale, Purchaser shall provide payment for two road use permits in the amount of \$1,000.00 each and payment for two road use permits in the amount of \$500.00 each. Purchaser shall provide payment for 1,000 board feet, 3,000 board feet and 9,000 board feet of private right of way timber at the purchaser's per mbf bid price. \$63,546.00 is due on day of sale. \$9.00 per MBF is due upon removal. These are in addition to the bid price.

SPECIAL REMARKS: The ponderosa pine volume shown on the notice is right of way volume.

TIMBER SALE MAP

SALE NAME: Q KLONDIKE
AGREEMENT #: 30-106084
TOWNSHIP(S): T37R32E, T37R33E
TRUST(S): Common School and Indemnity (3)

REGION: Northeast Region
COUNTY(S): Ferry
ELEVATION RGE: 2840-3920



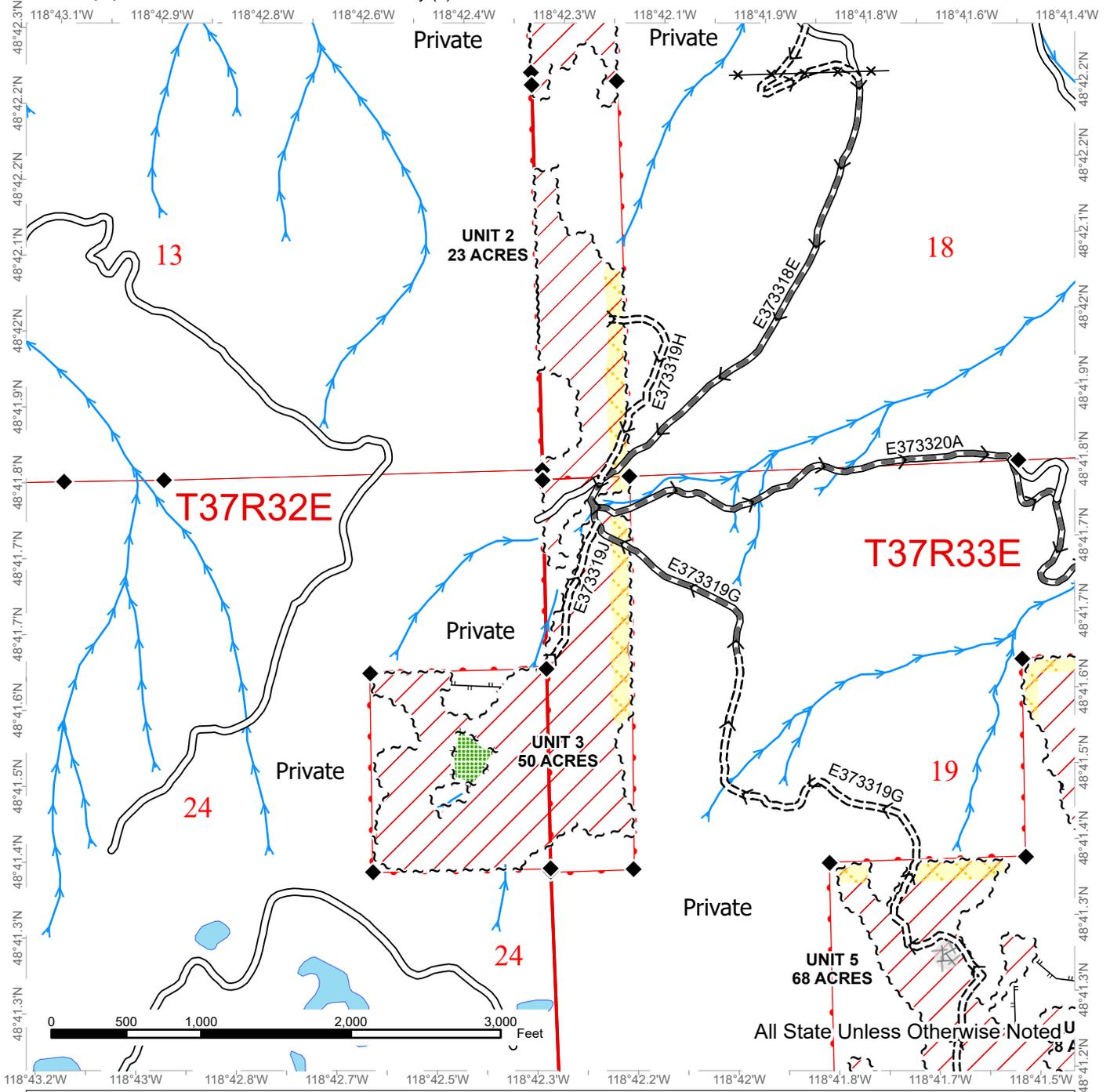
DNR Managed Lands	No Whip Felling	Streams
Public Land Survey Sections	Required Construction	Survey Monument
Public Land Survey Townships	Existing Roads	Haul Route
Variable Retention Harvest	Required Pre-Haul Maintenance	
Fence	Sale Boundary Tags	



TIMBER SALE MAP

SALE NAME: Q KLONDIKE
AGREEMENT #: 30-106084
TOWNSHIP(S): T37R32E, T37R33E
TRUST(S): Common School and Indemnity (3)

REGION: Northeast Region
COUNTY(S): Ferry
ELEVATION RGE: 2840-3920



All State Unless Otherwise Noted

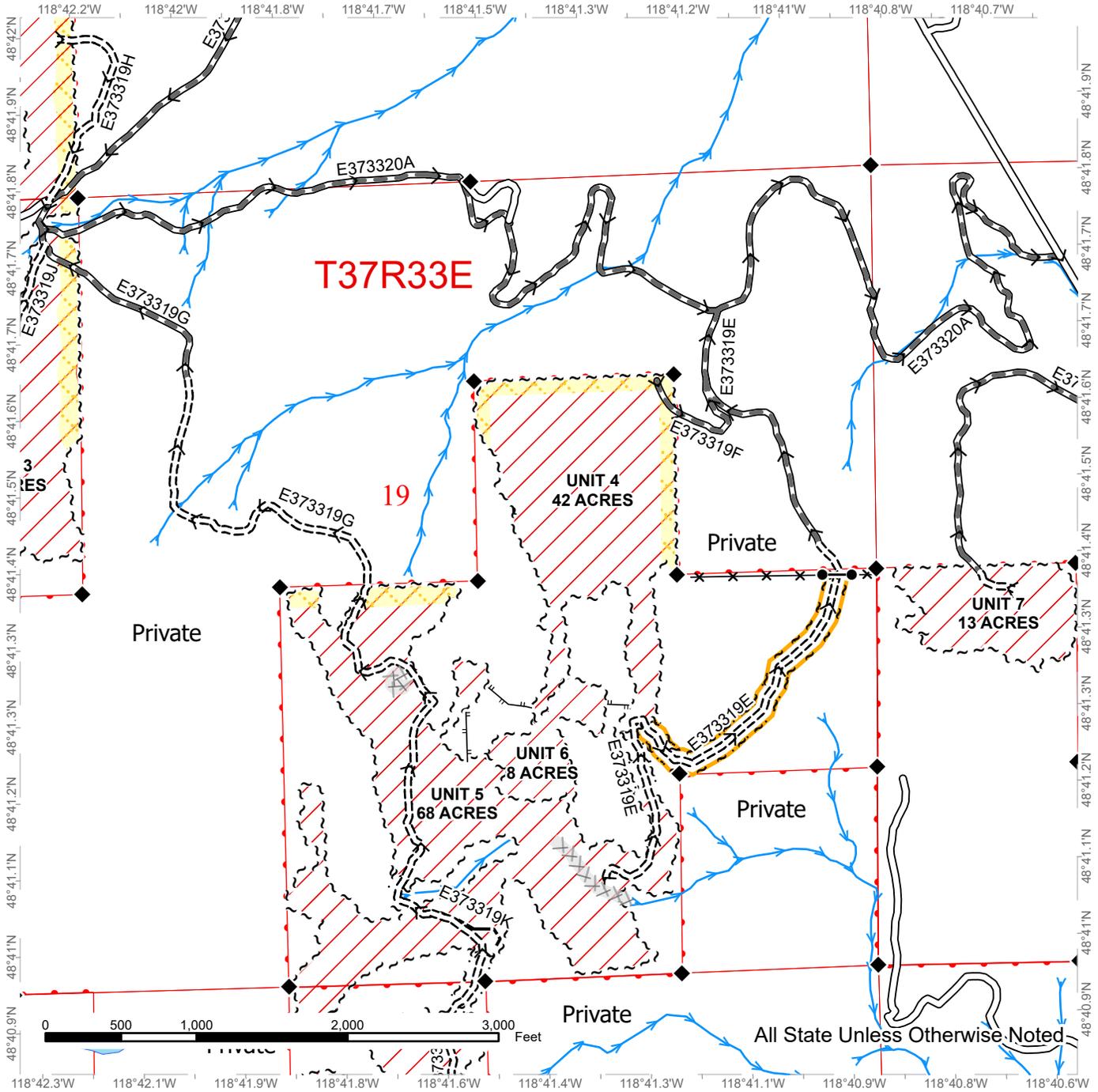
DNR Managed Lands	No Whip Felling	Sale Boundary Tags
Public Land Survey Sections	Leave Tree Area	Leave Tree Tags
Public Land Survey Townships	Required Construction	Streams
Variable Retention Harvest	Existing Roads	Survey Monument
Fence	Required Pre-Haul Maintenance	Haul Route
Equipment Limitation Zone	Designated Skid Trail	



TIMBER SALE MAP

SALE NAME: Q KLONDIKE
AGREEMENT #: 30-106084
TOWNSHIP(S): T37R32E, T37R33E
TRUST(S): Common School and Indemnity (3)

REGION: Northeast Region
COUNTY(S): Ferry
ELEVATION RGE: 2840-3920



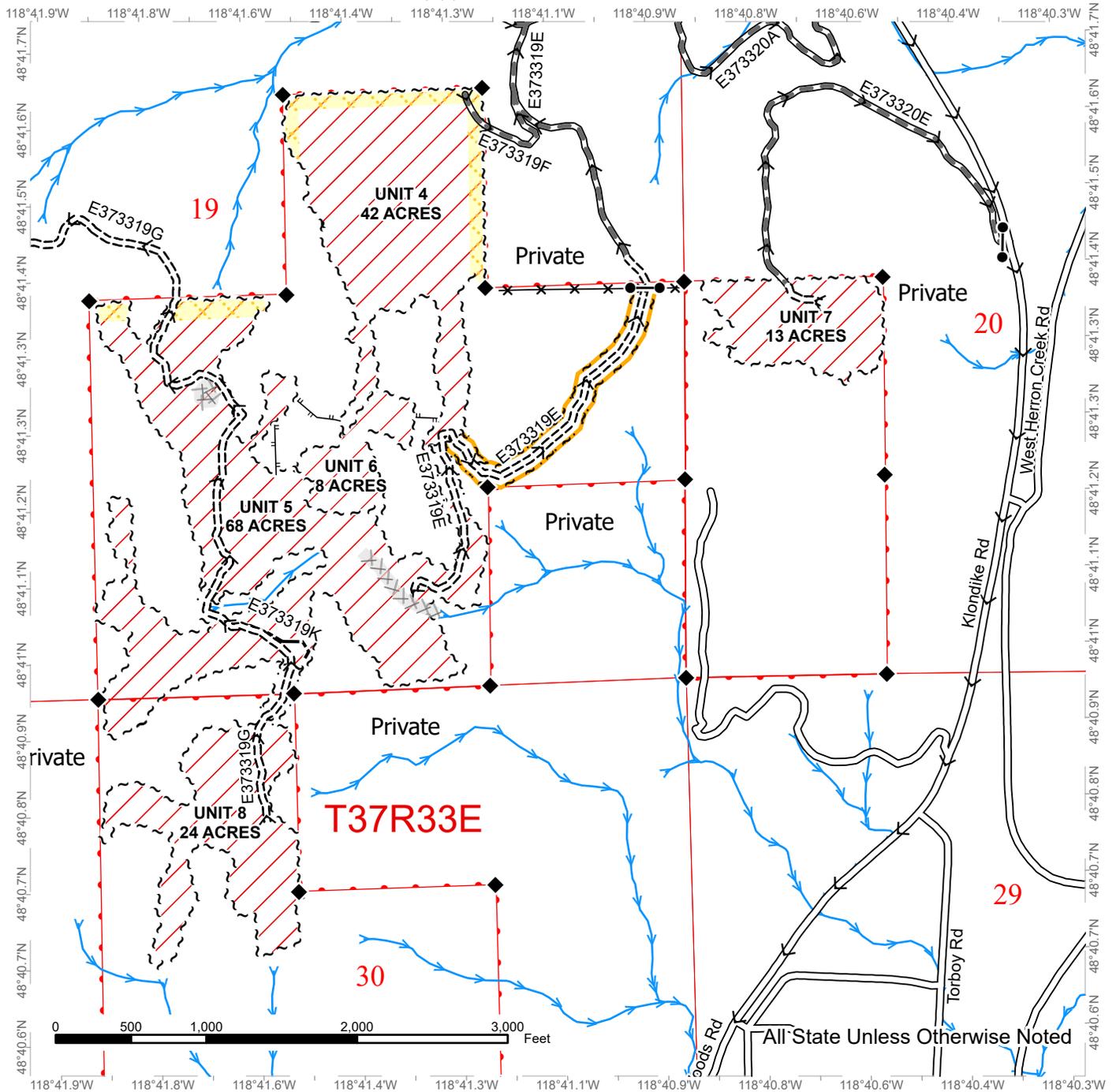
DNR Managed Lands	Required Construction	Scattered ROW Trees
Public Land Survey Sections	Existing Roads	Streams
Public Land Survey Townships	Required Pre-Haul Maintenance	Gate
Variable Retention Harvest	Optional Construction	Survey Monument
Fence	Designated Skid Trail	Haul Route
Equipment Limitation Zone	Sale Boundary Tags	
No Whip Felling	Right of Way Tags = 2 acres	



TIMBER SALE MAP

SALE NAME: Q KLONDIKE
AGREEMENT #: 30-106084
TOWNSHIP(S): T37R32E, T37R33E
TRUST(S): Common School and Indemnity (3)

REGION: Northeast Region
COUNTY(S): Ferry
ELEVATION RGE: 2840-3920



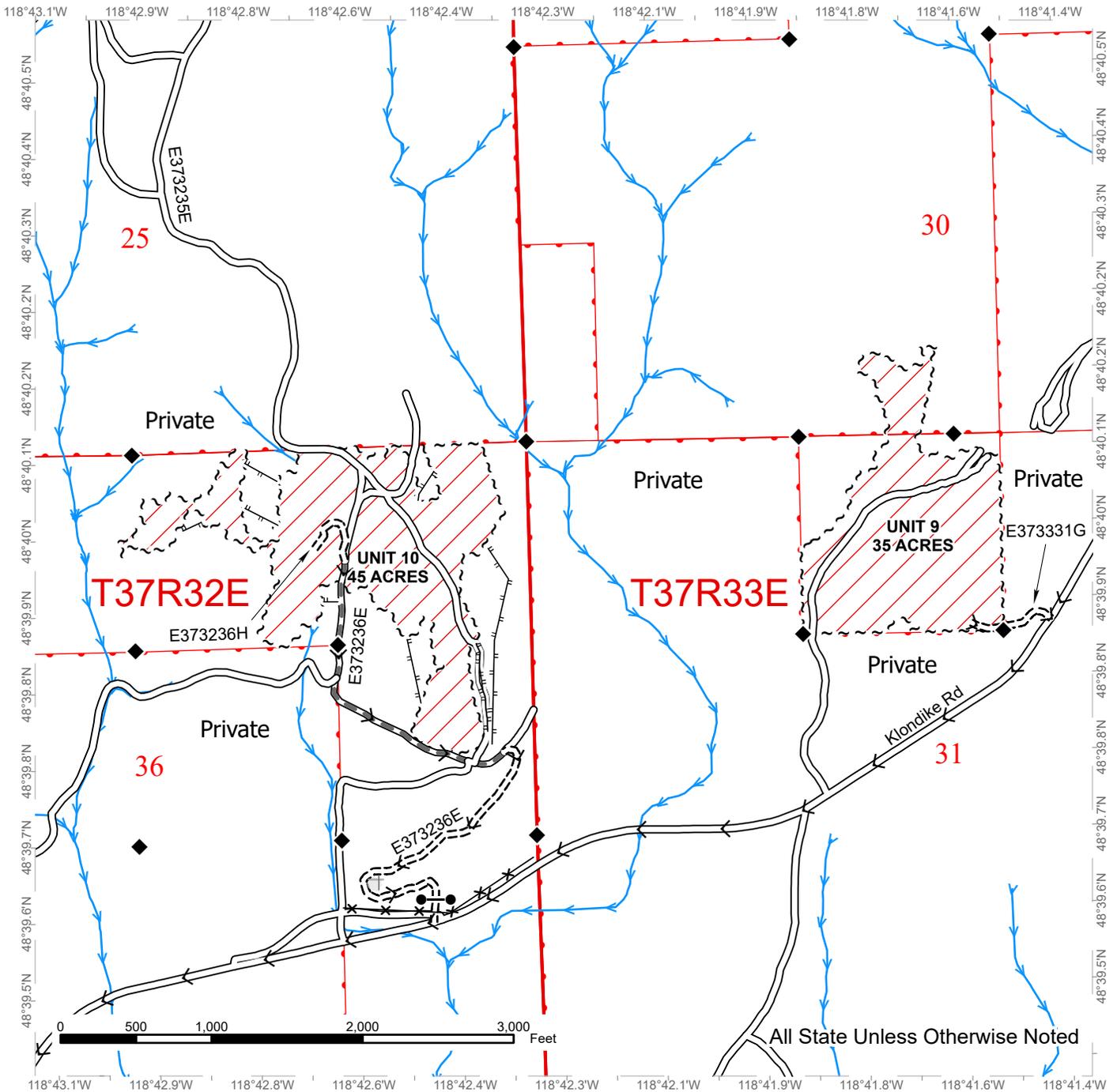
DNR Managed Lands	Required Construction	Scattered ROW Trees
Public Land Survey Sections	Existing Roads	Streams
Public Land Survey Townships	Required Pre-Haul Maintenance	Gate
Variable Retention Harvest	Optional Construction	Survey Monument
Fence	Designated Skid Trail	Haul Route
Equipment Limitation Zone	Sale Boundary Tags	
No Whip Felling	Right of Way Tags = 2 acres	



TIMBER SALE MAP

SALE NAME: Q KLONDIKE
AGREEMENT #: 30-106084
TOWNSHIP(S): T37R32E, T37R33E
TRUST(S): Common School and Indemnity (3)

REGION: Northeast Region
COUNTY(S): Ferry
ELEVATION RGE: 2840-3920



All State Unless Otherwise Noted

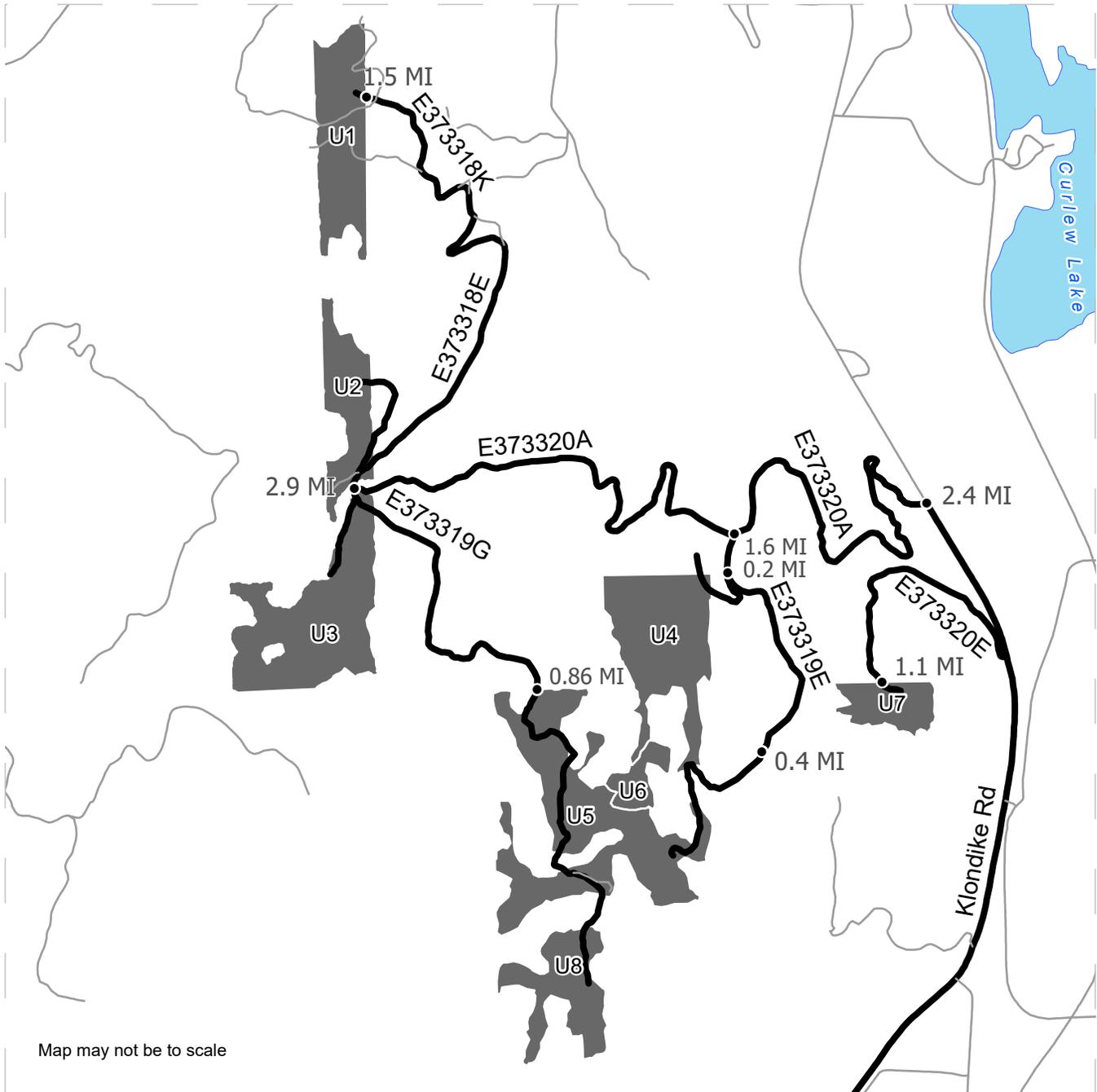
DNR Managed Lands	Required Construction	Streams
Public Land Survey Sections	Existing Roads	Gate
Public Land Survey Townships	Required Pre-Haul Maintenance	Survey Monument
Fence	Designated Skid Trail	Haul Route
Equipment Limitation Zone	Sale Boundary Tags	



DRIVING MAP

SALE NAME: Q KLONDIKE
AGREEMENT#: 30-106084
TOWNSHIP(S): T37R32E, T37R33E
TRUST(S): Common School and Indemnity (3)

REGION: Northeast Region
COUNTY(S): Ferry
ELEVATION RGE: 2840-3920



- Timber Sale Unit
- Haul Route
- Other Route
- Highway

DRIVING DIRECTIONS:

From the town of Republic travel 1.9 miles east on Klondike road to a turnout that is the hike in point for Unit 10. Travel another 0.9 miles on Klondike road to reach the hike in point for Unit 9. Travel another 2.4 miles and take a left onto E373320A for access to Units 1 through 8. To reach Units 2 and 3 stay on E373320A for 2.9 miles or continue for another 1.1 miles on the E373318E road to reach Unit 1.

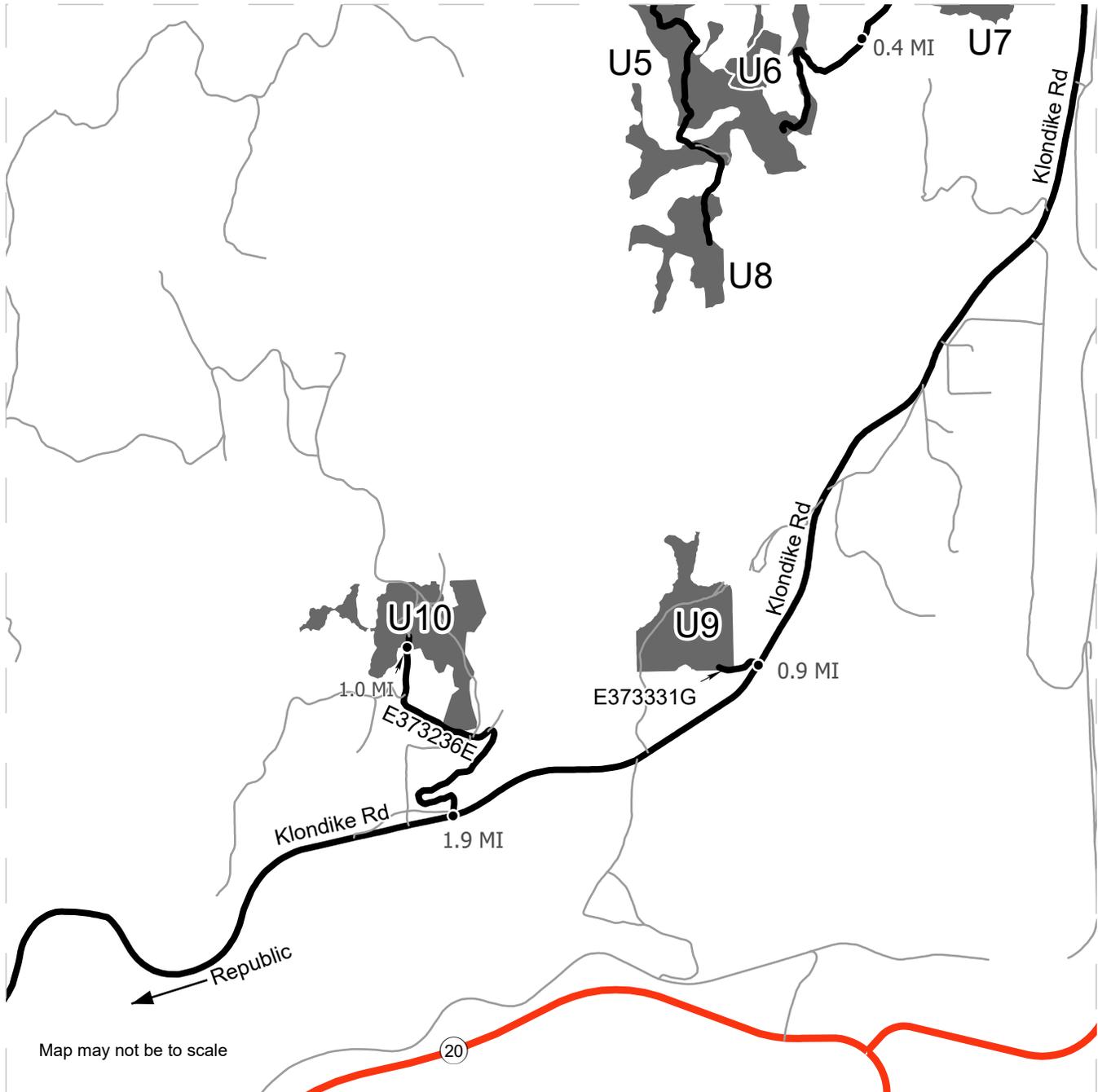
To reach Units 4-8 from the intersection of Klondike road and E373320A travel 1.6 miles and take a left on E373319E. Travel 0.2 miles while staying right at the Y to reach Unit 4 or travel 0.4 miles while taking a left at the Y to reach the hike in point for Units 5, 6, 7, and 8.



DRIVING MAP

SALE NAME: Q KLONDIKE
AGREEMENT#: 30-106084
TOWNSHIP(S): T37R32E, T37R33E
TRUST(S): Common School and Indemnity (3)

REGION: Northeast Region
COUNTY(S): Ferry
ELEVATION RGE: 2840-3920



Map may not be to scale

- Timber Sale Unit
- Haul Route
- Other Route
- Highway

DRIVING DIRECTIONS:

From the town of Republic travel 1.9 miles east on Klondike road to a turnout that is the hike in point for Unit 10. Travel another 0.9 miles on Klondike road to reach the hike in point for Unit 9. Travel another 2.4 miles and take a left onto E373320A for access to Units 1 through 8. To reach Units 2 and 3 stay on E373320A for 2.9 miles or continue for another 1.1 miles on the E373318E road to reach Unit 1.

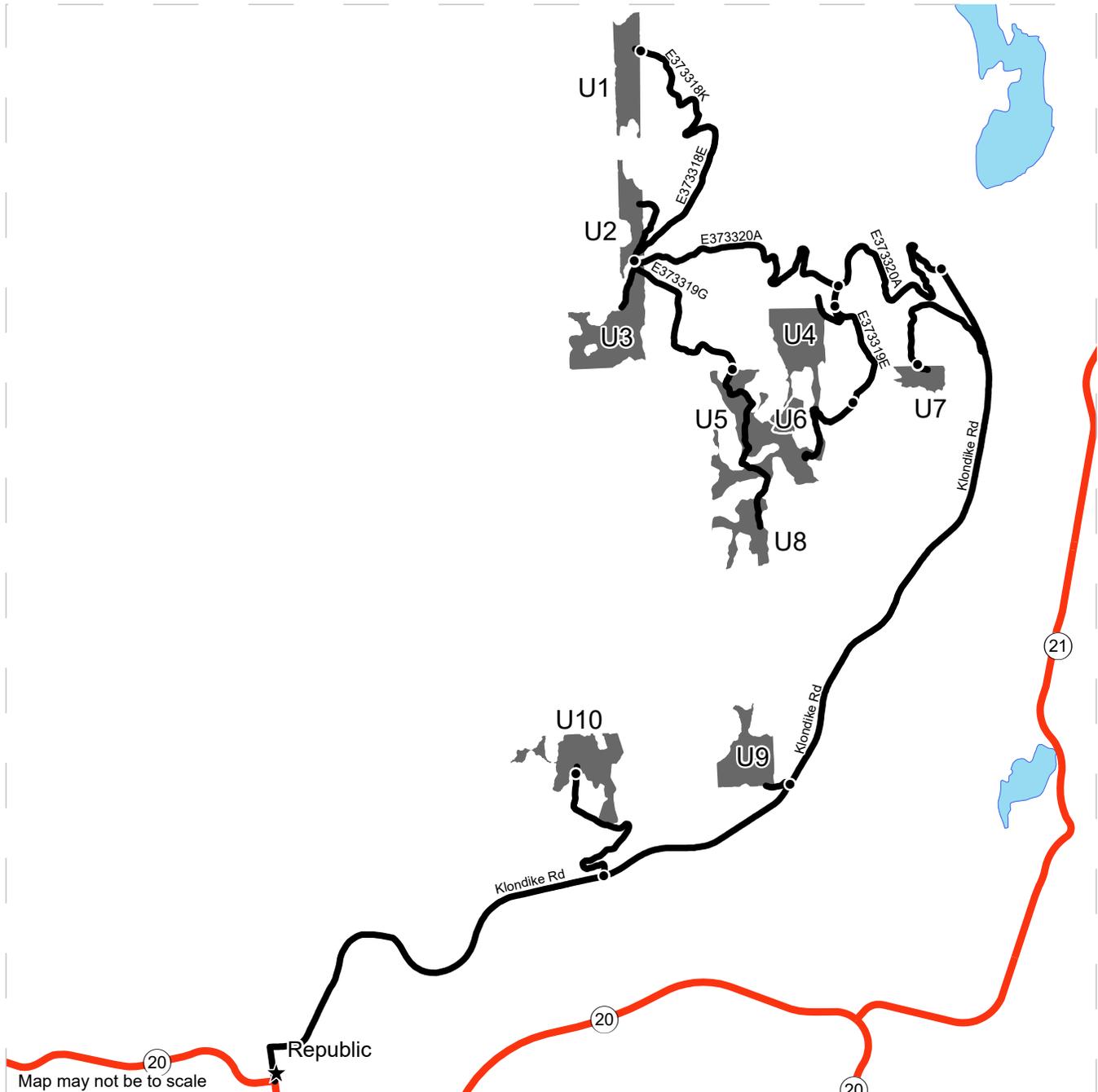
To reach Units 4-8 from the intersection of Klondike road and E373320A travel 1.6 miles and take a left on E373319E. Travel 0.2 miles while staying right at the Y to reach Unit 4 or travel 0.4 miles while taking a left at the Y to reach the hike in point for Units 5, 6, 7, and 8.



DRIVING MAP

SALE NAME: Q KLONDIKE
AGREEMENT#: 30-106084
TOWNSHIP(S): T37R32E, T37R33E
TRUST(S): Common School and Indemnity (3)

REGION: Northeast Region
COUNTY(S): Ferry
ELEVATION RGE: 2840-3920



- Timber Sale Unit
- Haul Route
- Highway

DRIVING DIRECTIONS:

From the town of Republic travel 1.9 miles east on Klondike road to a turnout that is the hike in point for Unit 10. Travel another 0.9 miles on Klondike road to reach the hike in point for Unit 9. Travel another 2.4 miles and take a left onto E373320A for access to Units 1 through 8. To reach Units 2 and 3 stay on E373320A for 2.9 miles or continue for another 1.1 miles on the E373318E road to reach Unit 1.

To reach Units 4-8 from the intersection of Klondike road and E373320A travel 1.6 miles and take a left on E373319E. Travel 0.2 miles while staying right at the Y to reach Unit 4 or travel 0.4 miles while taking a left at the Y to reach the hike in point for Units 5, 6, 7, and 8.



**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

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

Export Restricted Lump Sum AGREEMENT NO. 30-0106084

SALE NAME: Q KLONDIKE

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

Section G: General Terms

G-001 Definitions

The following definitions apply throughout this contract;

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

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

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

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

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

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

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

G-011 Right to Remove Forest Products and Contract Area

Purchaser was the successful bidder on July 23, 2024 and the sale was confirmed on _____. The State, as owner, agrees to sell to Purchaser, and Purchaser agrees to purchase as much of the following forest products as can be cut and removed during the term of this contract: All conifer species (excluding ponderosa pine) except for leave trees banded with blue paint, leave trees bounded by yellow leave tree area tags and two standing snaps per acre in Units 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10 bounded by white timber sale boundary tags; and all right of way timber bounded by orange right of way boundary tags or banded with orange paint.

All forest products described above located on approximately 344 acres on part(s) of Sections 18, 19, 20, 30, and 31 all in Township 37 North, Range 33 East, Sections 24, and 36 all in Township 37 North, Range 32 East W.M. in Ferry County(s) as designated on the sale area and as shown on the attached timber sale map.

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

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

G-020 Inspection By Purchaser

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

G-031 Contract Term

Purchaser shall complete all work required by this contract prior to November 30, 2026.

G-040 Contract Term Adjustment - No Payment

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

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

G-051 Contract Term Extension - Payment

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

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

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

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

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

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

- e. Payment of \$285.00 per acre per annum for the acres on which an operating release has not been issued .
- f. In no event will the extension charge be less than \$200.00.
- g. Extension payments are non-refundable.

G-053 Surveys - Sensitive, Threatened, Endangered Species

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

G-060 Exclusion of Warranties

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

- a. The MERCHANTABILITY of the forest products. The use of the term "merchantable" in any document is not intended to vary the foregoing.
- b. The CONDITION of the forest products. The forest products will be conveyed "AS IS."
- c. The ACREAGE contained within any sale area. Any acreage descriptions appearing in the timber notice of sale, timber sale contract, or other documents are estimates only, provided solely for administrative and identification purposes.
- d. The VOLUME, QUALITY, OR GRADE of the forest products. The State neither warrants nor limits the amount of timber to be harvested. The descriptions of the forest products to be conveyed are estimates only, made solely for administrative and identification purposes.
- e. The CORRECTNESS OF ANY SOIL OR SURFACE CONDITIONS, PRE-SALE CONSTRUCTION APPRAISALS, INVESTIGATIONS, AND ALL OTHER PRE-BID DOCUMENTS PREPARED BY OR FOR THE STATE. These documents have been prepared for the State's appraisal purposes only.
- f. THAT THE SALE AREA IS FREE FROM THREATENED OR ENDANGERED SPECIES or their habitat. The State is not responsible for any interference with forestry operations that result from the presence of any

threatened or endangered species, or the presence of their habitat, within the sale area.

- g. THAT THE FORESTRY OPERATIONS to be performed under this contract WILL BE FREE FROM REGULATORY ACTIONS by governmental agencies. The State is not responsible for actions to enforce regulatory laws, such as the Washington Forest Practices Act (chapter 76.09 RCW), taken by the Department of Natural Resources or any other agency that may affect the operability of this timber sale.
- h. Items contained in any other documents prepared for or by the State.

G-061 Inadvertent Discovery of Cultural Resources

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

G-064 Permits

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

G-065 Regulatory Disclaimer

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

G-066 Governmental Regulatory Actions

- a. Risk

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

b. Sale Area

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

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

c. Adjustment of Price

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

G-070 Limitation on Damage

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

G-080 Scope of State Advice

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

G-091 Sale Area Adjustment

The Parties may agree to adjustments in the sale area boundary. The cumulative changes to the sale area during the term of the contract shall not exceed more than four percent of the original sale area. If the sale area is increased, the added forest products become a part of this contract. The State shall determine the volume added and shall

calculate the increase to the total contract price using the rates set forth in clause G-101, G-102, or G-103. If the sale area is reduced, the State shall determine the volume to be reduced. The State shall calculate the reduction to the total contract price using the rates set forth in clause G-101, G-102, or G-103.

G-102 Forest Products Not Designated

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

The pricing schedule has not been set for the sale.

G-106 Adding Naturally Damaged Forest Products

Any forest products not designated for removal that are seriously damaged by disease, insects or wind, or that may contribute seriously to the spread of insect or disease damage may be added to this sale by the State's Contract Administrator. Additions must be in unlogged areas of the sale and added volume shall not exceed an amount equal to 10 percent of the original advertised volume. Added forest products become a part of this contract and shall be paid for at the rate set forth in clause G-101, G-102 or G-103.

G-111 Title and Risk of Loss

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

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

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

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

G-120 Responsibility for Work

All work, equipment, and materials necessary to perform this contract shall be the responsibility of Purchaser. Any damage to improvements, except as provided in

clause G-121 or unless the State issues an operating release pursuant to clause G-280, shall be repaired promptly to the satisfaction of the State and at Purchaser's expense.

G-121 Exceptions

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

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

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

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

1. Failure of (a) required improvements or roads designated in clause C-050, or (b) required or optional construction completed to the point that authorization to haul has been issued;
2. Caused by a single event from forces beyond the control of Purchaser, its employees, agents, or invitees, including independent contractors; and
3. Includes, but is not limited to natural disasters such as earthquakes, volcanic eruptions, landslides, and floods.

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

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

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

G-140 Indemnity

To the fullest extent permitted by law, Purchaser shall indemnify, defend and hold harmless State, agencies of State and all officials, agents and employees of State, from and against all claims arising out of or resulting from the performance of the contract.

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

G-150 Insurance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Business Auto Policy (BAP). Purchaser shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than \$1,000,000.00 per accident. Such insurance shall cover liability arising out of "Any Auto". Business auto coverage shall be written on ISO form CA 00 01, or substitute liability form providing equivalent coverage. If necessary the policy shall be endorsed to provide contractual liability coverage and cover a "covered pollution cost or expense" as provided in the 1990 or later editions of CA 00 01. Purchaser waives all rights against State for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

G-160 Agents

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

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

G-170 Assignment and Delegation

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

duty to perform or any liability. Any assignee or delegate shall be bound by the terms of the contract in the same manner as Purchaser.

G-180 Modifications

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

G-190 Contract Complete

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

G-200 Notice

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

G-210 Violation of Contract

G-220 State Suspends Operations

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

G-210 Violation of Contract

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

G-220 State Suspends Operations

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

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

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

If it reasonably appears that the damage that the State is suffering, or can reasonably be expected to suffer if the operation is allowed to continue, will prevent harvest for a period that will exceed 6 months, and Purchaser has complied with this contract, the provisions of clause G-066 shall govern just as if the harvest was prevented by an applicable foreign or domestic governmental regulation or order.

G-230 Unauthorized Activity

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

G-240 Dispute Resolution

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

- a. In the event of a dispute, Purchaser must make a written request to the Region Manager for resolution prior to seeking other relief.
- b. The Region Manager will issue a written decision on Purchaser's request within ten business days.
- c. Within ten business days of receipt of the Region Manager's decision, Purchaser may make a written request for resolution to the Deputy Supervisor - Uplands of the Department of Natural Resources.

- d. Unless otherwise agreed, a conference will be held by the Deputy Supervisor - Uplands within 30 calendar days of the receipt of Purchaser's request for review of the Region Manager's written decision. Purchaser and the Region Manager will have an opportunity to present their positions. The Deputy Supervisor - Uplands will issue a decision within a reasonable time of being presented with both Parties' positions.

G-250 Compliance with All Laws

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

G-260 Venue

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

G-270 Equipment Left on State Land

All equipment owned or in the possession of Purchaser, its employees, agents, or invitees, including independent contractors, shall be removed from the sale area and other State land by the termination date of this contract. Equipment remaining unclaimed on State land 60 days after the expiration of the contract period is subject to disposition as provided by law. Purchaser shall pay to the State all costs of moving, storing, and disposing of such equipment. The State shall not be responsible for any damages to or loss of the equipment or damage caused by the moving, storing or disposal of the equipment.

G-280 Operating Release

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

G-310 Road Use Authorization

Purchaser is authorized to use the following State roads and roads for which the State has acquired easements and road use permits; E373236E, E373236H, E373318E, E373318F, E373318K, E373319E, E373319F, E373319G, E373319H, E373319J, E373320A, E373320E, E373331G and E373319K. The State may authorize in writing the use of other roads subject to fees, restrictions, and prior rights.

G-320 Erosion Control

Purchaser shall deliver 350 pounds of grass seed to a location designated by the Contract Administrator. Seed provided shall meet the following specifications.

30% Bluebunch Wheatgrass, 30% Sherman Big Bluegrass, 40% Idaho Fescue Seed shall be certified weed free, premixed and delivered to Highlands Fire Camp in 50 pound bags clearly labeled with the timber sale name on each bag.

G-330 Pre-work Conference

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

G-340 Preservation of Markers

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

G-360 Road Use Reservation

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

G-370 Blocking Roads

Purchaser shall not block the E373320A, E373318E, E373318F, E373318K, E373319E, E373319F, E373319G, E373319H and E373236E roads, unless authority is granted in writing by the Contract Administrator.

G-380 Road Easement and Road Use Permit Requirements

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

Easement 103575 with Bolder Operations dated August 30, 2022

Easement 103830 with Brown dated November 29, 2023

Easement 103831 with LeBret dated November 31, 2022

Easement 103832 with Jay and Ridge dated October 16, 2023

Easement 103833 with Porter dated April 14, 2023

Easement 103834 with Jackson dated February 1, 2023

Easement 103858 with Mackenzie dated February 27, 2023

Road Use Permit 105534 with Lutz dated July 26, 2023

Road Use Permit 103835 with Betschart dated March 21, 2023

Road Use Permit 105492 with Wellman dated August 9, 2023
Road Use Permit 105862 with Eich dated September 7, 2023

G-390 Road Approach Permit Requirements

Purchaser agrees to comply with the attached terms and conditions of the road approach permit entered into between the State and Ferry County and Jesse Eich.

G-430 Open Fires

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

G-450 Encumbrances

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

DATA MISSING

Section P: Payments and Securities

P-011 Initial Deposit

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

P-020 Payment for Forest Products

Purchaser agrees to pay the total, lump sum contract price of \$97,188.00. The total contract price consists of a \$0.00 contract bid price plus \$97,188.00 in fees. Fees collected shall be retained by the state unless the contract is adjusted via the G-066 clause. Purchaser shall be liable for the entire purchase price, and will not be entitled to any refunds or offsets unless expressly stated in this contract.

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

P-045 Guarantee of Payment

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

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

P-050 Billing Procedure

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

P-080 Payment Account Refund

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

P-090 Performance Security

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

P-100 Performance Security Reduction

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

Section H: Harvesting Operations

H-001 Operations Outside the Sale Boundaries

No operations shall occur outside the sale boundaries, as described within the contract, unless approved in writing by the State.

H-010 Cutting and Yarding Schedule

Falling and Yarding will not be permitted from March 15 to June 1 unless authorized in writing by the Contract Administrator.

H-013 Reserve Tree Damage Definition

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

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

- a. A reserve tree has one or more scars on its trunk exposing the cambium layer, which in total exceeds 100 square inches.
- b. A reserve tree top is broken or the live crown ratio is reduced below 30 percent.
- c. A reserve tree has more than 1/3 of the circumference of its root system injured such that the cambium layer is exposed.

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

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

H-015 Skid Trail Requirements

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

Purchaser shall comply with the following during the yarding operation:

- a. Skid trails will not exceed 16 feet in width, including rub trees.
- b. Skid trails shall not cover more than 20 percent of the total acreage on one unit.
- c. Skid trail location will be pre-approved by the Contract Administrator.
- d. Except for rub trees, skid trails shall be felled and yarded prior to the felling of adjacent timber.
- e. Rub trees shall be left standing until all timber tributary to the skid trail has been removed.

- f. Excessive soil damage is not permitted. Excessive soil damage is described in clause H-017.
- g. Skid trails will be water barred at the time of completion of yarding, if required by the Contract Administrator.

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

H-017 Preventing Excessive Soil Disturbance

Operations may be suspended when soil rutting exceeds 10 inches as measured from the natural ground line. To reduce soil damage, the Contract Administrator may require water bars to be constructed, grass seed to be placed on exposed soils, or other mitigation measures. Suspended operations shall not resume unless approval to do so has been given, in writing, by the Contract Administrator.

H-035 Fall Trees Into Sale Area

Trees shall be felled into the sale area unless otherwise approved by the Contract Administrator.

H-050 Rub Trees

Trees designated for cutting along skid trails and cable corridors shall be left standing as rub trees until all timber that is tributary to the skid trail or cable corridor has been removed.

H-051 Branding and Painting

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

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

H-110 Stump Height

Trees shall be cut as close to the ground as practicable. Stump height shall not exceed 12 inches in height measured on the uphill side, or 2 inches above the root collar, whichever is higher.

H-120 Harvesting Equipment

Forest products sold under this contract shall be harvested and removed using D6 equivalent or smaller ground skidding equipment and ground based harvesting

equipment. Authority to use other equipment or to operate outside the equipment specifications detailed above must be approved in writing by the State.

H-130 Hauling Schedule

The hauling of forest products will not be permitted from March 15 to June 1 unless authorized in writing by the Contract Administrator.

H-140 Special Harvest Requirements

Purchaser shall accomplish the following during the harvest operations:

- a. Whole tree yarding is required in all units.
- b. Hand felling of trees and retrieval with bull line and chokers may be required in isolated areas of units.
- c. Road salts shall not be applied to roads for dust abatement or removing of ice from road surfaces.
- d. All slash shall be piled at landings or hauled back into the unit for erosion control where designated by the Contract Administrator.
- e. Appropriate warning signs shall be posted at locations designated by the Contract Administrator.
- f. Slash that is piled at landings shall be separated from the road prism at completion of harvest.
- g. If snow plowing occurs, snow berms shall be removed at locations designated by the Contract Administrator to allow surface water to drain from roads.
- h. No operations associated with timber harvest, hauling or road work will be permitted within 1/2 mile of an active American goshawk nest from March 1 to August 1 or later if young are still on the nest.
- i. If standing dead trees are removed, Purchaser shall leave two standing snags per acre from the larger diameter classes where safe to do so.
- j. All trees marked with a red "L" within the right of way of the E373319E and E373319G roads shall be felled and left onsite following road construction and harvest.

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

H-190 Completion of Settings

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

H-210 Log Length Hauling Restrictions

The maximum log length hauled from the sale area shall not exceed 45 feet unless otherwise approved in writing by the Contract Administrator.

H-220 Protection of Residual or Adjacent Trees

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

H-230 Tops and Limbs Outside the Sale Boundary

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

H-250 Additional Falling Requirements

Within Units 1, 2, 3, 4, 5, 7 and 8, all non-merchantable live stems excluding ponderosa pine greater than 2 inches in diameter or 3 feet in height not banded with blue paint, shall be felled concurrently with felling operations. Areas of young or immature timber may be excluded from this requirement by the Contract Administrator. In Units 2, 3, 4 and 5 areas bounded by orange and white candy striped flagging shall be excluded from whip felling.

H-260 Fall Leaners

Trees within all units that have been pushed over in falling or skidding operations shall be felled.

Section C: Construction and Maintenance

C-040 Road Plan

Road construction and associated work provisions of the Road Plan for this sale, dated 10/5/2023 are hereby made a part of this contract.

C-050 Purchaser Road Maintenance and Repair

Purchaser shall perform work at their own expense on E373236E, E373236H, E373318E, E373318F, E373318K, E373319E, E373319F, E373319G, E373319H, E373319J, E373320A, E373320E, E373331G and E373319K roads. All work shall be completed to the specifications detailed in the Road Plan.

C-090 Landing Location

Landings shall be built 50 feet off the E373236E road(s).

C-130 Dust Abatement

Purchaser shall abate dust on the E373236E, E373236H, E373318E, E373318F, E373318K, E373319E, E373319F, E373319G, E373319H, E373319J, E373320A, E373320E, E373331G and E373319K roads used for hauling from June 1 to November 1.

C-140 Water Bars

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

Section S: Site Preparation and Protection

S-001 Emergency Response Plan

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

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

S-010 Fire Hazardous Conditions

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

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

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

S-030 Landing Debris Clean Up

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

S-035 Logging Debris Clean Up

Slash and debris created from harvest activities shall be treated in a manner approved in writing by the Contract Administrator.

S-040 Noxious Weed Control

Purchaser shall notify the Contract Administrator in advance of moving equipment onto State lands. Purchaser shall thoroughly clean all off road equipment prior to entry onto State land to remove contaminated soils and noxious weed seed. If equipment is moved from one DNR project area to another, the Contract Administrator reserves the right to require the cleaning of equipment. Equipment shall be cleaned at a location approved by the Contract Administrator.

S-060 Pump Truck or Pump Trailer

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

S-100 Stream Cleanout

Slash or debris which enters any stream as a result of operations under this contract and which is identified by the Contract Administrator shall be removed and deposited in a stable position. Removal of slash or debris shall be accomplished in a manner that avoids damage to the natural stream bed and bank vegetation.

S-110 Resource Protection

No harvesting equipment may operate within Equipment Limitation Zones bounded by lime green and pink flagging, unless authority is granted in writing by the Contract Administrator.

S-120 Stream Protection

No timber shall be felled into, across, or yarded through any stream.

S-130 Hazardous Materials

a. Hazardous Materials and Waste - Regulatory Compliance

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

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

b. Hazardous Materials Spill Prevention

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

c. Hazardous Materials Spill Containment, Control and Cleanup

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

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

d. Hazardous Material Release Reporting

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

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

S-131 Refuse Disposal

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

S-140 Fence Repair

Purchaser shall immediately repair all fence damage resulting from operations on this sale to an equal or better condition than existed at the time of sale.

Section D: Damages

D-013 Liquidated Damages or Failure to Perform

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

Clause P-020 governs Purchaser's liability in the event Purchaser fails to perform any of the contract requirements other than the below liquidated damage clauses without written approval by the State. Purchaser's failure to pay for all or part of the forest

products sold in this contract prior to expiration of the contract term results in substantial injury to the State. Therefore, Purchaser agrees to pay the State the full lump sum contract price in P-020 in the event of failure to perform.

D-041 Reserve Tree Excessive Damage

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

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

Patrick Ryan
Northeast 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: Northeast

Timber Sale Name: Q KLONDIKE

Application Number: 30- 106084

EXCISE TAX APPLICABLE ACTIVITIES

Construction: 19,856 linear feet
Road to be constructed (optional and required) but not abandoned

Reconstruction: 0 linear feet
Road to be reconstructed (optional and required) but not abandoned

Abandonment: 0 linear feet
Abandonment of existing roads not reconstructed under the contract

Decommission: 5,477 linear feet
Road to be made undriveable but not officially abandoned.

Pre-Haul Maintenance: 31,358 linear feet
Existing road to receive maintenance work (optional and required) prior to haul

EXCISE TAX EXEMPT ACTIVITIES

Temporary Construction: 0 linear feet
Roads to be constructed (optional and required) and then abandoned

0 linear feet
Temporary Reconstruction:
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)

Timber Sale Cruise Report Klondike

Sale Name: Q KLONDIKE

Sale Type: LUMP SUM

Region: NORTHEAST

District: HIGHLANDS

Lead Cruiser: Jake Culp

Other Cruisers: Hailey Howard

Cruise Narrative:

Location:

Legal – Sections 24 and 36 of T37N R32E. Sections 18, 19, 20, 30, and 31 of T37N R33E.

General – Approx. 3.5 miles NE of Republic, WA in Ferry County.

Access – Units 1-8 accessed from Boulder Way via Klondike Rd. Unit 9 accessed directly from Klondike Rd. Unit 10 accessed from Cemetery Rd. via Klondike Rd.

Cruise Design:

-This sale was cruised using variable radius plots, utilizing the cruise-count method. Plot locations found using a Garmin handheld GPS unit. The walk-through method was used on plots near boundaries.

-Minor species cruise intensity: We grade the first tree of all minor species encountered; then follow the set cruise design.

-Min. DBH: 8" DBH for PP and RC, 7" DBH for all other species

-Log Length and grades: 32' logs where possible, minimum of 12' lengths. Trees are graded using Eastside Scaling Rules.

-Top DIB: Trees less than 17.5" DBH have a minimum top of 4.6" DIB for all species; Trees 17.6" and greater DBH have a minimum top DOB of 40% of DOB at 16' or a 6" top, whichever is greater.

Take/Leave Prescription:

Cut all trees not marked with blue paint. Leave all ponderosa pine. Leave all trees within tagged and flagged "Leave Tree Areas".

Cruise Acres determination:

Net harvest unit acreages are used for cruise acreages.

Stand composition:

The stands are second growth, even aged Douglas fir with minor components of western larch and Engelmann spruce. Stocking levels throughout the sale are variable. Large residuals and Legacy trees can be found within the sale area.

Timber quality:

Timber to be harvested is comprised of domestic quality Douglas fir (89%), western larch (9%), and Engelmann spruce (2%) Most of the volume will come from 3 Saw DF.

Stand health/defect:

Older timber in the sale area can be rough, with branch clusters, sweep, and crooks. Other defects noted include forks, spike knots, wind and snow damage. Root rot pockets observed throughout the sale. Some areas have heavy DF mortality. Mistletoe was observed in the DF and WL throughout the sale.

Aspect:

N, NE, E, SE, S

Elevation:

2900'-3900'

Harvesting methods:

100% ground based

Slope:

Unit 1- Max 60%, Avg. 20%

Unit 2- Max 40%, Avg. 15%

Unit 3- Max 60%, Avg. 20%

Unit 4- Max 50%, Avg. 20%

Unit 5- Max 50%, Avg. 20%

Unit 6- Max 50%, Avg. 10%

Unit 7- Max 55%, Avg. 15%

Unit 8- Max 40%, Avg. 15%

Unit 9- Max 50%, Avg. 10%

Unit 10- Max 35%, Avg. 10%

Other considerations/remarks:

This sale has some areas with steep, rocky outcroppings.

Trust:

This sale is 100% Trust #3.

Timber Sale Notice Volume (MBF)

Sp	DBH	Rings/In	Age	MBF Volume by Grade				
				All	2 Saw	3 Saw	4 Saw	5 Saw
DF	14.4			3,324	882	1,973	469	
WL	15.6			349	125	197	27	
ES	21.1			64	56	8		
PP	16.1			1			0	1
ALL	14.4			3,738	1,063	2,178	496	1

Timber Sale Notice Weight (tons)

Sp	Tons by Grade				
	All	2 Saw	3 Saw	4 Saw	5 Saw
DF	23,254	5,473	14,412	3,368	
WL	2,049	647	1,229	173	
ES	312	265	47		
PP	8			1	6
ALL	25,623	6,385	15,689	3,542	6

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 (%)
85.0	4.0	123.8	2.1	10,880	4.7

Timber Sale Unit Cruise Design

Unit	Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
KLONDIKE U1	B1C: VR, 1 BAF (33.61) Measure/ Count Plots, Sighting Ht = 4.5 ft	33.9	34.2	18	6	1
KLONDIKE U2	B1C: VR, 1 BAF (25.15) Measure/ Count Plots, Sighting Ht = 4.5 ft	22.7	22.8	22	8	1
KLONDIKE U3	B1C: VR, 1 BAF (33.61) Measure/ Count Plots, Sighting Ht = 4.5 ft	50.4	53.2	34	11	3
KLONDIKE U4	B1C: VR, 1 BAF (25.15) Measure/ Count Plots, Sighting Ht = 4.5 ft	41.9	43.1	29	7	3
KLONDIKE U5	B1C: VR, 1 BAF (25.15) Measure/ Count Plots, Sighting Ht = 4.5 ft	67.7	67.8	57	15	2
KLONDIKE U6	B1: VR, 1 BAF (25.15) Measure All, Sighting Ht = 4.5 ft	7.6	7.6	8	8	1
KLONDIKE U7	B1C: VR, 1 BAF (25.15) Measure/ Count Plots, Sighting Ht = 4.5 ft	13.5	14.7	13	7	1
KLONDIKE U8	B1C: VR, 1 BAF (25.15) Measure/ Count Plots, Sighting Ht = 4.5 ft	24.5	24.7	26	10	3
KLONDIKE U9	B1C: VR, 1 BAF (25.15) Measure/ Count Plots, Sighting Ht = 4.5 ft	34.9	36.0	36	10	8
KLONDIKE U10	B1C: VR, 1 BAF (25.15) Measure/ Count Plots, Sighting Ht = 4.5 ft	44.9	45.6	41	13	14
KLONDIKE ROW	B1: VR, 1 BAF (25.15) Measure All, Sighting Ht = 4.5 ft	1.6	1.6	14	14	7
All		343.6	351.1	298	109	44

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	13.3	32	2,633	2,566	2.6	5,473.1	881.6
DF	LIVE	3 SAW	Domestic	7.9	32	5,842	5,744	1.7	14,412.4	1,973.4
DF	LIVE	4 SAW	Domestic	5.2	23	1,384	1,365	1.4	3,368.1	468.9
ES	LIVE	2 SAW	Domestic	13.0	32	164	164	0.0	264.9	56.3
ES	LIVE	3 SAW	Domestic	7.5	29	22	22	0.0	47.3	7.7
PP	LIVE	4 SAW	Domestic	13.7	32	1	1	0.0	1.4	0.3
PP	LIVE	5 SAW	Domestic	7.7	28	3	3	0.0	6.2	1.0

Sp	Status	Grade	Sort	Dia	Len	BF Gross	BF Net	Defect %	Tons	MBF Net
WL	LIVE	2 SAW	Domestic	13.5	32	365	365	0.0	647.1	125.4
WL	LIVE	3 SAW	Domestic	7.8	32	578	573	0.9	1,229.4	196.8
WL	LIVE	4 SAW	Domestic	5.4	23	78	78	0.0	173.0	26.6

Timber Sale Log Sort x Diameter Bin Summary

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	5 - 8	LIVE	Domestic	6.1	27	4,292	0.5	10,911.8	1,474.7
DF	9 - 11	LIVE	Domestic	9.7	32	2,728	1.3	6,535.5	937.2
DF	12 - 14	LIVE	Domestic	12.9	32	1,934	3.4	4,312.2	664.6
DF	15 - 19	LIVE	Domestic	15.9	32	683	8.2	1,431.2	234.6
DF	20+	LIVE	Domestic	19.8	32	37	0.0	62.9	12.7
ES	5 - 8	LIVE	Domestic	7.5	28	22	0.0	47.3	7.7
ES	12 - 14	LIVE	Domestic	12.0	32	79	0.0	134.4	27.2
ES	15 - 19	LIVE	Domestic	16.8	32	85	0.0	130.5	29.2
PP	5 - 8	LIVE	Domestic	6.7	26	1	0.0	3.4	0.5
PP	9 - 11	LIVE	Domestic	10.7	32	1	0.0	2.8	0.5
PP	12 - 14	LIVE	Domestic	13.7	32	1	0.0	1.4	0.3
WL	5 - 8	LIVE	Domestic	6.5	29	388	1.3	877.6	133.4
WL	9 - 11	LIVE	Domestic	9.8	32	262	0.0	524.8	90.0
WL	12 - 14	LIVE	Domestic	13.0	32	241	0.0	423.8	82.6
WL	15 - 19	LIVE	Domestic	16.4	32	125	0.0	223.3	42.8

Cruise Unit Report KLONDIKE U1

Unit Sale Notice Volume (MBF): KLONDIKE U1

Sp	DBH	Rings/In	Age	MBF Volume by Grade			
				All	2 Saw	3 Saw	4 Saw
DF	13.4			432	104	272	57
ES	22.5			47	44	3	
WL	11.4			17		12	5
ALL	13.5			496	148	287	61

Unit Cruise Design: KLONDIKE U1

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1C: VR, 1 BAF (33.61) Measure/Count Plots, Sighting Ht = 4.5 ft	33.9	34.2	18	6	1

Unit Cruise Summary: KLONDIKE U1

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	19	54	3.0	0
ES	1	3	0.2	0
WL	1	2	0.1	0
ALL	21	59	3.3	0

Unit Cruise Statistics: KLONDIKE 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	100.8	54.8	12.9	126.4	28.3	6.5	12,748	61.7	14.5
ES	5.6	424.3	100.0	246.6	0.0	0.0	1,381	424.3	100.0
WL	3.7	291.0	68.6	134.0	0.0	0.0	501	291.0	68.6
ALL	110.2	46.6	11.0	132.8	32.3	7.1	14,630	56.7	13.0

Unit Summary: KLONDIKE U1

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	19	ALL	13.4	63	79	13,298	12,748	4.1	103.0	100.8	27.5	432.2
ES	LIVE	CUT	1	ALL	22.5	89	114	1,381	1,381	0.0	2.0	5.6	1.2	46.8

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
WL	LIVE	CUT	1	ALL	11.4	69	86	501	501	0.0	5.3	3.7	1.1	17.0
ALL	LIVE	CUT	21	ALL	13.5	64	80	15,180	14,630	3.6	110.3	110.2	29.8	496.0
ALL	ALL	ALL	21	ALL	13.5	64	80	15,180	14,630	3.6	110.3	110.2	29.8	496.0

Cruise Unit Report KLONDIKE U2

Unit Sale Notice Volume (MBF): KLONDIKE U2

Sp	DBH	Rings/In	Age	MBF Volume by Grade			
				All	2 Saw	3 Saw	4 Saw
DF	15.5			273	123	122	27
WL	14.2			8		7	1
ALL	15.4			281	123	129	28

Unit Cruise Design: KLONDIKE U2

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1C: VR, 1 BAF (25.15) Measure/Count Plots, Sighting Ht = 4.5 ft	22.7	22.8	22	8	1

Unit Cruise Summary: KLONDIKE U2

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	31	81	3.7	0
WL	2	2	0.1	0
ALL	33	83	3.8	0

Unit Cruise Statistics: KLONDIKE 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	92.6	55.8	11.9	129.9	25.0	4.5	12,032	61.2	12.7
WL	2.3	323.7	69.0	146.7	1.1	0.8	335	323.7	69.0
ALL	94.9	53.6	11.4	130.3	24.3	4.2	12,367	58.9	12.2

Unit Summary: KLONDIKE U2

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	31	ALL	15.5	64	80	12,324	12,032	2.4	70.7	92.6	23.5	273.1
WL	LIVE	CUT	2	ALL	14.2	71	89	335	335	0.0	2.1	2.3	0.6	7.6
ALL	LIVE	CUT	33	ALL	15.5	64	80	12,659	12,367	2.3	72.8	94.9	24.1	280.7
ALL	ALL	ALL	33	ALL	15.5	64	80	12,659	12,367	2.3	72.8	94.9	24.1	280.7

Cruise Unit Report KLONDIKE U3

Unit Sale Notice Volume (MBF): KLONDIKE U3

Sp	DBH	Rings/In	Age	MBF Volume by Grade			
				All	2 Saw	3 Saw	4 Saw
DF	15.1			654	212	380	62
WL	17.5			128	67	61	
ES	17.1			17	12	5	
ALL	15.3			799	291	446	62

Unit Cruise Design: KLONDIKE U3

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1C: VR, 1 BAF (33.61) Measure/Count Plots, Sighting Ht = 4.5 ft	50.4	53.1	34	11	3

Unit Cruise Summary: KLONDIKE U3

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	34	98	2.9	0
WL	2	13	0.4	0
ES	1	2	0.1	0
ALL	37	113	3.3	0

Unit Cruise Statistics: KLONDIKE 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	96.9	65.5	11.2	133.9	29.2	5.0	12,971	71.7	12.3
WL	12.9	213.7	36.6	197.3	29.2	20.7	2,535	215.7	42.1
ES	2.0	583.1	100.0	172.4	0.0	0.0	341	583.1	100.0
ALL	111.7	57.2	9.8	141.9	29.4	4.8	15,847	64.3	10.9

Unit Summary: KLONDIKE U3

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	34	ALL	15.1	67	84	13,303	12,971	2.5	77.9	96.9	24.9	653.7
ES	LIVE	CUT	1	ALL	17.1	76	96	341	341	0.0	1.2	2.0	0.5	17.2
WL	LIVE	CUT	2	ALL	17.5	87	110	2,535	2,535	0.0	7.7	12.9	3.1	127.8

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
ALL	LIVE	CUT	37	ALL	15.4	69	87	16,179	15,847	2.1	86.8	111.7	28.5	798.7
ALL	ALL	ALL	37	ALL	15.4	69	87	16,179	15,847	2.1	86.8	111.7	28.5	798.7

Cruise Unit Report KLONDIKE U4

Unit Sale Notice Volume (MBF): KLONDIKE U4

Sp	DBH	Rings/In	Age	MBF Volume by Grade			
				All	2 Saw	3 Saw	4 Saw
DF	13.6			624	166	350	108
WL	14.9			41	17	19	5
ALL	13.8			665	183	369	114

Unit Cruise Design: KLONDIKE U4

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1C: VR, 1 BAF (25.15) Measure/Count Plots, Sighting Ht = 4.5 ft	41.9	43.1	29	7	3

Unit Cruise Summary: KLONDIKE U4

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	19	131	4.5	0
WL	2	8	0.3	0
ALL	21	139	4.8	0

Unit Cruise Statistics: KLONDIKE 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	113.6	71.9	13.3	131.1	39.7	9.1	14,893	82.1	16.2
WL	6.9	191.2	35.5	141.0	47.0	33.2	978	196.9	48.6
ALL	120.5	67.0	12.4	131.7	39.2	8.6	15,872	77.6	15.1

Unit Summary: KLONDIKE U4

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	19	ALL	13.6	65	81	15,040	14,893	1.0	112.6	113.6	30.8	624.0
WL	LIVE	CUT	2	ALL	14.9	71	90	978	978	0.0	5.7	6.9	1.8	41.0
ALL	LIVE	CUT	21	ALL	13.7	65	82	16,018	15,872	0.9	118.3	120.5	32.6	665.0
ALL	ALL	ALL	21	ALL	13.7	65	82	16,018	15,872	0.9	118.3	120.5	32.6	665.0

Cruise Unit Report KLONDIKE U5

Unit Sale Notice Volume (MBF): KLONDIKE U5

Sp	DBH	Rings/In	Age	MBF Volume by Grade			
				All	2 Saw	3 Saw	4 Saw
DF	15.3			546	167	325	54
WL	14.1			87	19	59	9
ALL	15.0			633	186	384	63

Unit Cruise Design: KLONDIKE U5

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1C: VR, 1 BAF (25.15) Measure/Count Plots, Sighting Ht = 4.5 ft	67.7	67.8	57	15	2

Unit Cruise Summary: KLONDIKE U5

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	27	152	2.7	0
WL	7	23	0.4	0
ALL	34	175	3.1	0

Unit Cruise Statistics: KLONDIKE 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	67.1	58.2	7.7	120.2	25.4	4.9	8,061	63.5	9.1
WL	10.1	203.4	26.9	126.4	22.7	8.6	1,282	204.7	28.3
ALL	77.2	50.7	6.7	121.0	24.7	4.2	9,343	56.4	7.9

Unit Summary: KLONDIKE U5

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	27	ALL	15.3	64	80	8,098	8,061	0.5	52.5	67.1	17.1	545.7
WL	LIVE	CUT	7	ALL	14.1	78	98	1,309	1,282	2.0	9.4	10.1	2.7	86.8
ALL	LIVE	CUT	34	ALL	15.1	66	83	9,407	9,343	0.7	61.9	77.2	19.8	632.5
ALL	ALL	ALL	34	ALL	15.1	66	83	9,407	9,343	0.7	61.9	77.2	19.8	632.5

Cruise Unit Report KLONDIKE U6

Unit Sale Notice Volume (MBF): KLONDIKE U6

Sp	DBH	Rings/In	Age	MBF Volume by Grade			
				All	2 Saw	3 Saw	4 Saw
DF	14.1			48	3	38	7
WL	13.6			17		15	2
ALL	13.9			65	3	53	9

Unit Cruise Design: KLONDIKE U6

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1: VR, 1 BAF (25.15) Measure All, Sighting Ht = 4.5 ft	7.6	7.6	8	8	1

Unit Cruise Summary: KLONDIKE U6

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	16	16	2.0	0
WL	6	6	0.8	0
ALL	22	22	2.8	0

Unit Cruise Statistics: KLONDIKE 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	50.3	53.5	18.9	126.3	15.5	3.9	6,352	55.7	19.3
WL	18.9	138.0	48.8	115.4	26.5	10.8	2,177	140.5	50.0
ALL	69.2	60.7	21.5	123.3	18.5	3.9	8,529	63.4	21.8

Unit Summary: KLONDIKE U6

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	16	ALL	14.1	74	93	6,420	6,352	1.1	46.4	50.3	13.4	48.3
WL	LIVE	CUT	6	ALL	13.6	72	90	2,177	2,177	0.0	18.7	18.9	5.1	16.5
ALL	LIVE	CUT	22	ALL	14.0	73	92	8,598	8,529	0.8	65.1	69.2	18.5	64.8
ALL	ALL	ALL	22	ALL	14.0	73	92	8,598	8,529	0.8	65.1	69.2	18.5	64.8

Cruise Unit Report KLONDIKE U7

Unit Sale Notice Volume (MBF): KLONDIKE U7

Sp	DBH	Rings/In	Age	MBF Volume by Grade			
				All	2 Saw	3 Saw	4 Saw
DF	14.7			133	36	85	12
WL	14.3			9	5	3	1
ALL	14.6			142	41	88	13

Unit Cruise Design: KLONDIKE U7

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1C: VR, 1 BAF (25.15) Measure/Count Plots, Sighting Ht = 4.5 ft	13.5	14.7	13	7	1

Unit Cruise Summary: KLONDIKE U7

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	22	42	3.2	0
WL	2	2	0.2	0
ALL	24	44	3.4	0

Unit Cruise Statistics: KLONDIKE 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 (%)
DF	81.3	60.8	16.9	121.5	35.1	7.5	9,874	70.2	18.5
WL	3.9	244.1	67.7	166.7	37.9	26.8	645	247.0	72.8
ALL	85.1	58.5	16.2	123.6	36.2	7.4	10,519	68.8	17.8

Unit Summary: KLONDIKE U7

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	22	ALL	14.7	64	80	10,002	9,874	1.3	68.9	81.3	21.2	133.3
WL	LIVE	CUT	2	ALL	14.3	75	95	645	645	0.0	3.5	3.9	1.0	8.7
ALL	LIVE	CUT	24	ALL	14.7	65	81	10,647	10,519	1.2	72.4	85.1	22.2	142.0
ALL	ALL	ALL	24	ALL	14.7	65	81	10,647	10,519	1.2	72.4	85.1	22.2	142.0

Cruise Unit Report KLONDIKE U8

Unit Sale Notice Volume (MBF): KLONDIKE U8

Sp	DBH	Rings/In	Age	MBF Volume by Grade			
				All	2 Saw	3 Saw	4 Saw
DF	14.7			250	41	162	47
WL	16.3			43	17	22	4
ALL	14.9			293	58	184	50

Unit Cruise Design: KLONDIKE U8

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1C: VR, 1 BAF (25.15) Measure/Count Plots, Sighting Ht = 4.5 ft	24.5	24.7	26	10	3

Unit Cruise Summary: KLONDIKE U8

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	22	86	3.3	0
WL	3	9	0.3	0
ALL	25	95	3.7	0

Unit Cruise Statistics: KLONDIKE 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	83.2	68.8	13.5	122.4	33.7	7.2	10,184	76.6	15.3
WL	8.7	230.3	45.2	203.6	5.5	3.2	1,772	230.3	45.3
ALL	91.9	65.2	12.8	130.1	36.2	7.2	11,957	74.6	14.7

Unit Summary: KLONDIKE U8

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	22	ALL	14.7	62	77	10,547	10,184	3.4	70.6	83.2	21.7	249.5
WL	LIVE	CUT	3	ALL	16.3	89	113	1,772	1,772	0.0	6.0	8.7	2.2	43.4
ALL	LIVE	CUT	25	ALL	14.8	64	80	12,320	11,957	2.9	76.6	91.9	23.9	292.9
ALL	ALL	ALL	25	ALL	14.8	64	80	12,320	11,957	2.9	76.6	91.9	23.9	292.9

Cruise Unit Report KLONDIKE U9

Unit Sale Notice Volume (MBF): KLONDIKE U9

Sp	DBH	Rings/In	Age	MBF Volume by Grade			
				All	2 Saw	3 Saw	4 Saw
DF	12.9			204	23	130	51
ALL	12.9			204	23	130	51

Unit Cruise Design: KLONDIKE U9

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1C: VR, 1 BAF (25.15) Measure/Count Plots, Sighting Ht = 4.5 ft	34.9	36.0	36	10	8

Unit Cruise Summary: KLONDIKE U9

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	16	76	2.1	0
ALL	16	76	2.1	0

Unit Cruise Statistics: KLONDIKE 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	53.1	101.8	17.0	109.9	29.9	7.5	5,836	106.1	18.5
ALL	53.1	101.8	17.0	109.9	29.9	7.5	5,836	106.1	18.5

Unit Summary: KLONDIKE U9

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	16	ALL	12.9	57	70	5,867	5,836	0.5	58.5	53.1	14.8	203.7
ALL	LIVE	CUT	16	ALL	12.9	57	70	5,867	5,836	0.5	58.5	53.1	14.8	203.7
ALL	ALL	ALL	16	ALL	12.9	57	70	5,867	5,836	0.5	58.5	53.1	14.8	203.7

Cruise Unit Report KLONDIKE U10

Unit Sale Notice Volume (MBF): KLONDIKE U10

Sp	DBH	Rings/In	Age	MBF Volume by Grade			
				All	2 Saw	3 Saw	4 Saw
DF	13.2			158	7	107	43
ALL	13.2			158	7	107	43

Unit Cruise Design: KLONDIKE U10

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1C: VR, 1 BAF (25.15) Measure/Count Plots, Sighting Ht = 4.5 ft	44.9	45.6	41	13	14

Unit Cruise Summary: KLONDIKE U10

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	19	58	1.4	0
ALL	19	58	1.4	0

Unit Cruise Statistics: KLONDIKE 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	35.6	99.9	15.6	98.6	24.3	5.6	3,510	102.9	16.6
ALL	35.6	99.9	15.6	98.6	24.3	5.6	3,510	102.9	16.6

Unit Summary: KLONDIKE U10

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	19	ALL	13.2	57	70	3,524	3,510	0.4	37.4	35.6	9.8	157.6
ALL	LIVE	CUT	19	ALL	13.2	57	70	3,524	3,510	0.4	37.4	35.6	9.8	157.6
ALL	ALL	ALL	19	ALL	13.2	57	70	3,524	3,510	0.4	37.4	35.6	9.8	157.6

Cruise Unit Report KLONDIKE ROW

Unit Sale Notice Volume (MBF): KLONDIKE ROW

Sp	DBH	Rings/In	Age	MBF Volume by Grade				
				All	2 Saw	3 Saw	4 Saw	5 Saw
DF	14.6			3	0	2	1	
PP	16.1			1			0	1
ALL	15.1			4	0	2	1	1

Unit Cruise Design: KLONDIKE ROW

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1: VR, 1 BAF (25.15) Measure All, Sighting Ht = 4.5 ft	1.6	1.6	14	14	7

Unit Cruise Summary: KLONDIKE ROW

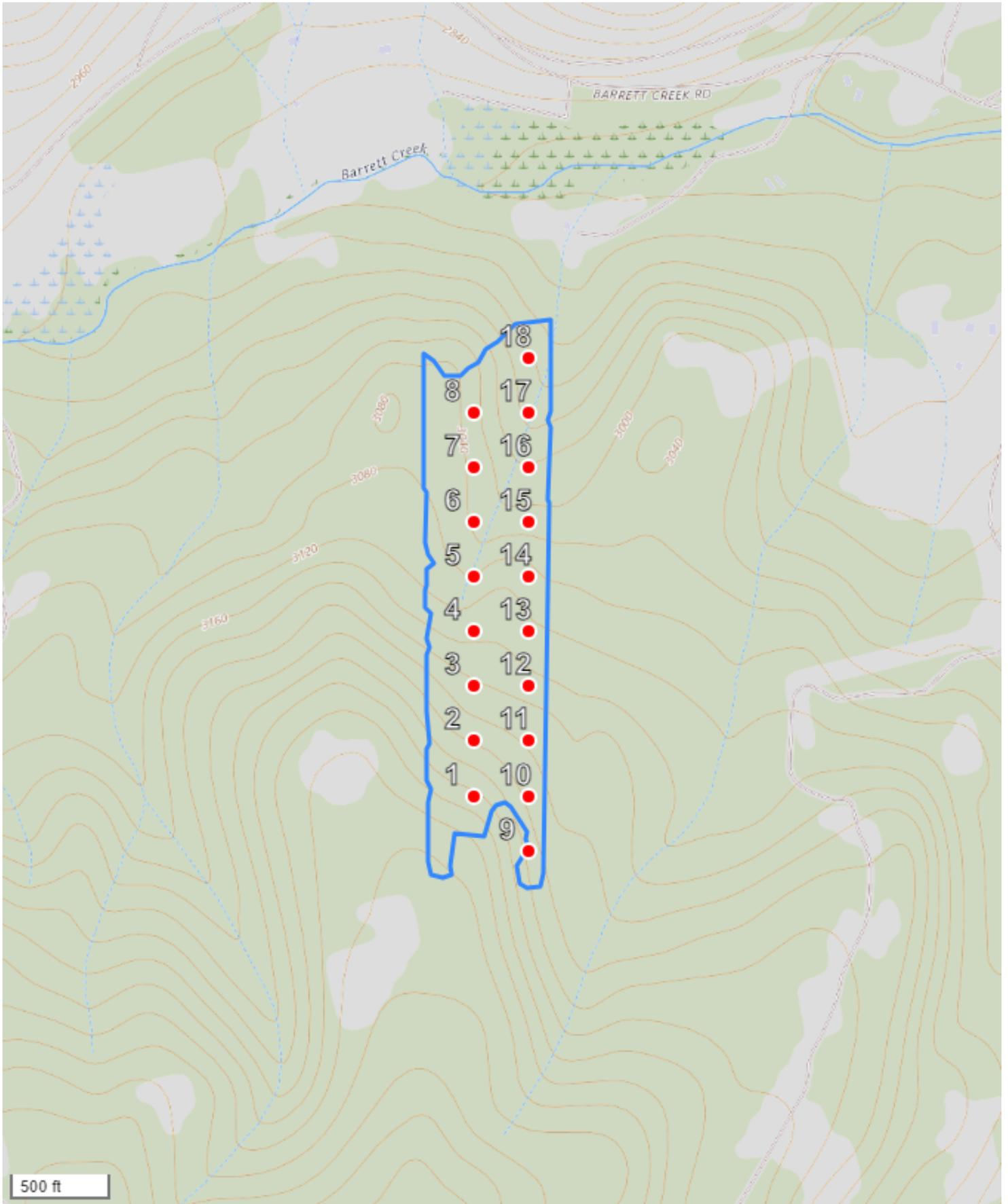
Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	8	8	0.6	0
PP	5	5	0.4	0
ALL	13	13	0.9	0

Unit Cruise Statistics: KLONDIKE ROW

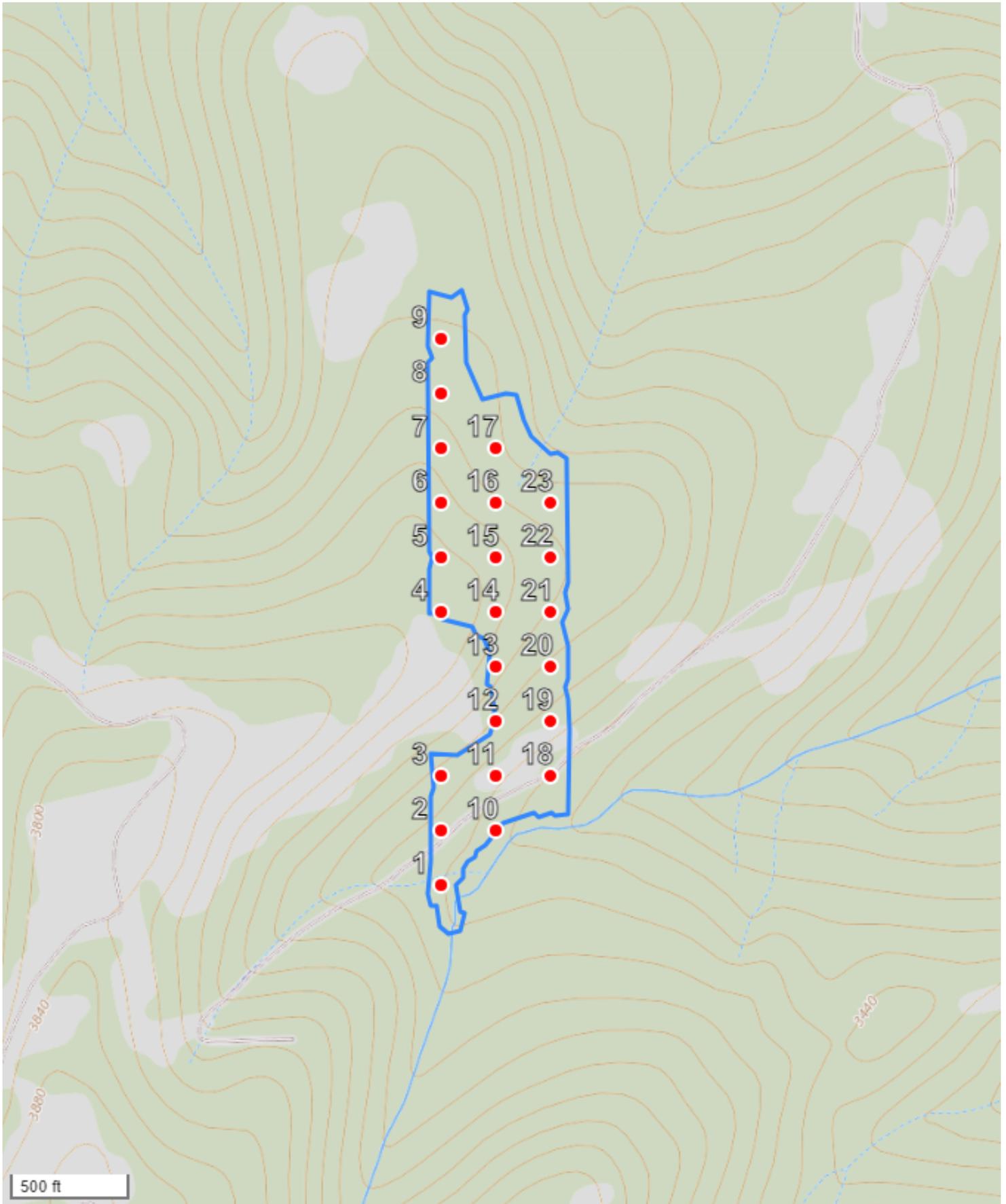
Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	14.4	164.1	43.9	120.7	33.8	11.9	1,735	167.5	45.5
PP	9.0	177.3	47.4	92.1	53.8	24.1	827	185.3	53.2
ALL	23.4	136.6	36.5	109.7	40.7	11.3	2,562	142.6	38.2

Unit Summary: KLONDIKE ROW

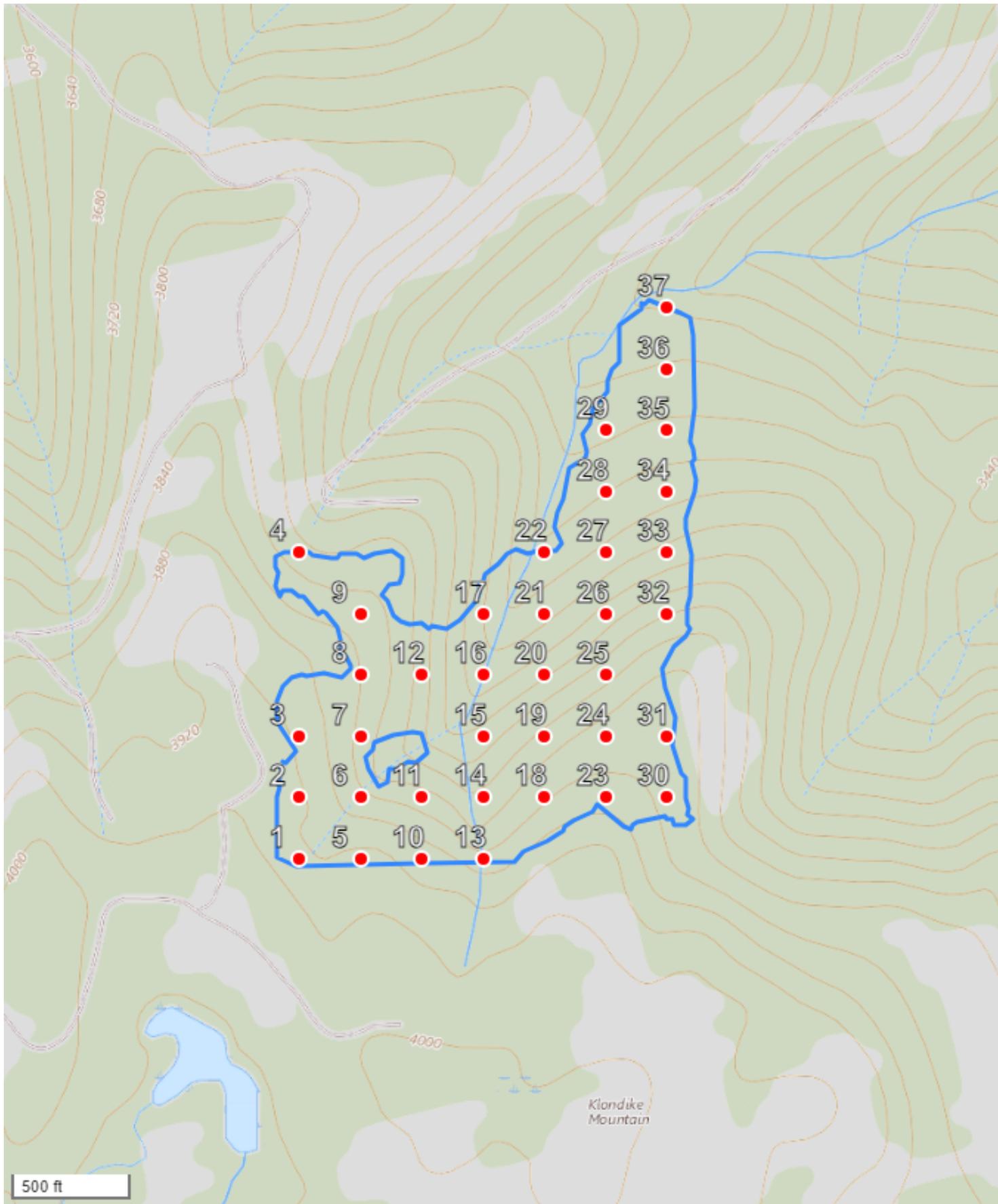
Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	8	ALL	14.6	58	72	1,735	1,735	0.0	12.4	14.4	3.8	2.7
PP	LIVE	CUT	5	ALL	16.1	51	66	827	827	0.0	6.4	9.0	2.2	1.3
ALL	LIVE	CUT	13	ALL	15.1	56	70	2,562	2,562	0.0	18.8	23.4	6.0	4.0
ALL	ALL	ALL	13	ALL	15.1	56	70	2,562	2,562	0.0	18.8	23.4	6.0	4.0



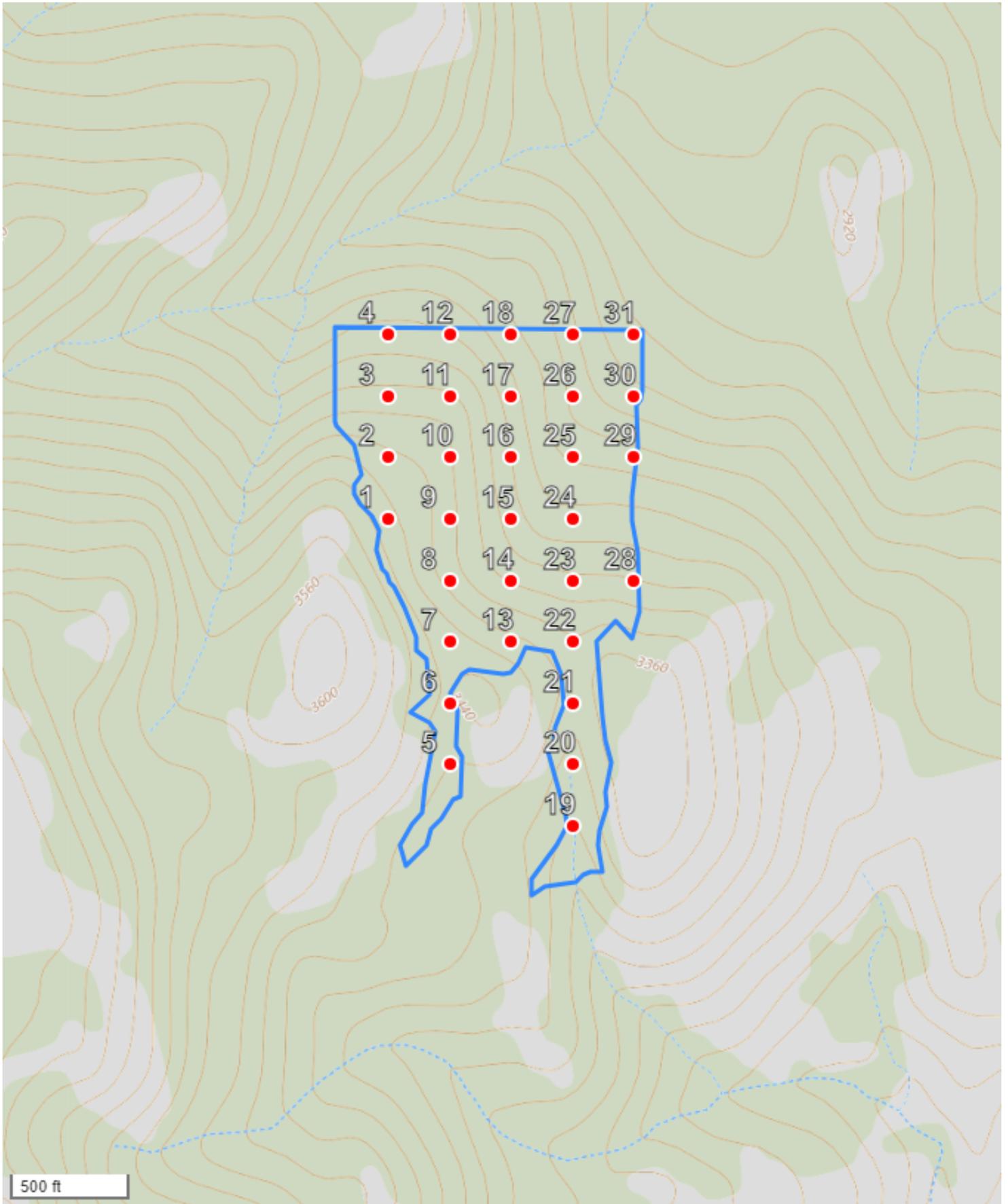
FMA Name: KLONDIKE U1	N Plots: 18	Plot Spacing: 271.1 ft
Grid Name: KLONDIKE U1 - 1	Acres Treated: 33.9	Main Azimuth: 0 deg



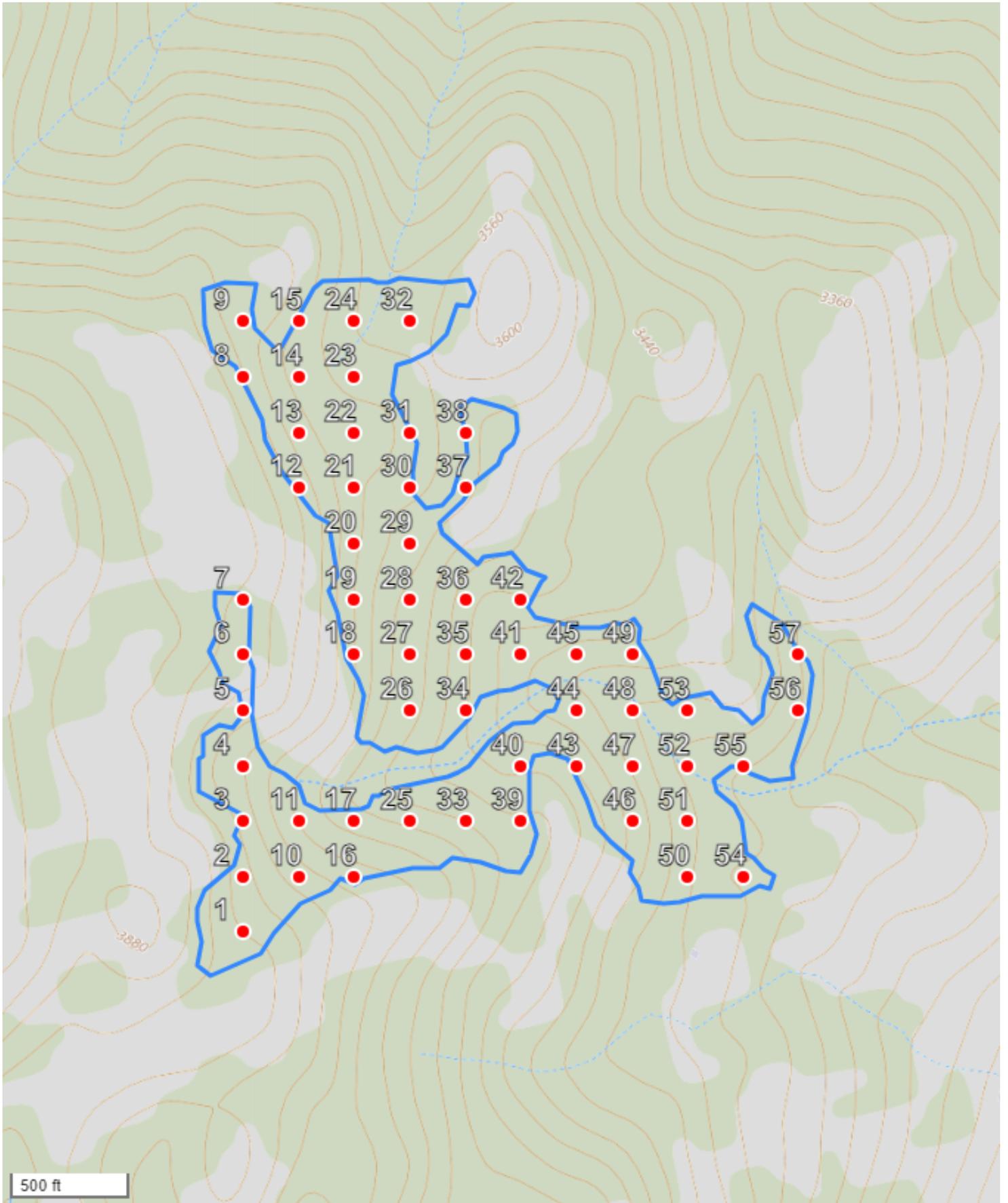
FMA Name: KLONDIKE U2	N Plots: 23	Plot Spacing: 227.7 ft
Grid Name: KLONDIKE U2 - 1	Acres Treated: 22.7	Main Azimuth: 0 deg



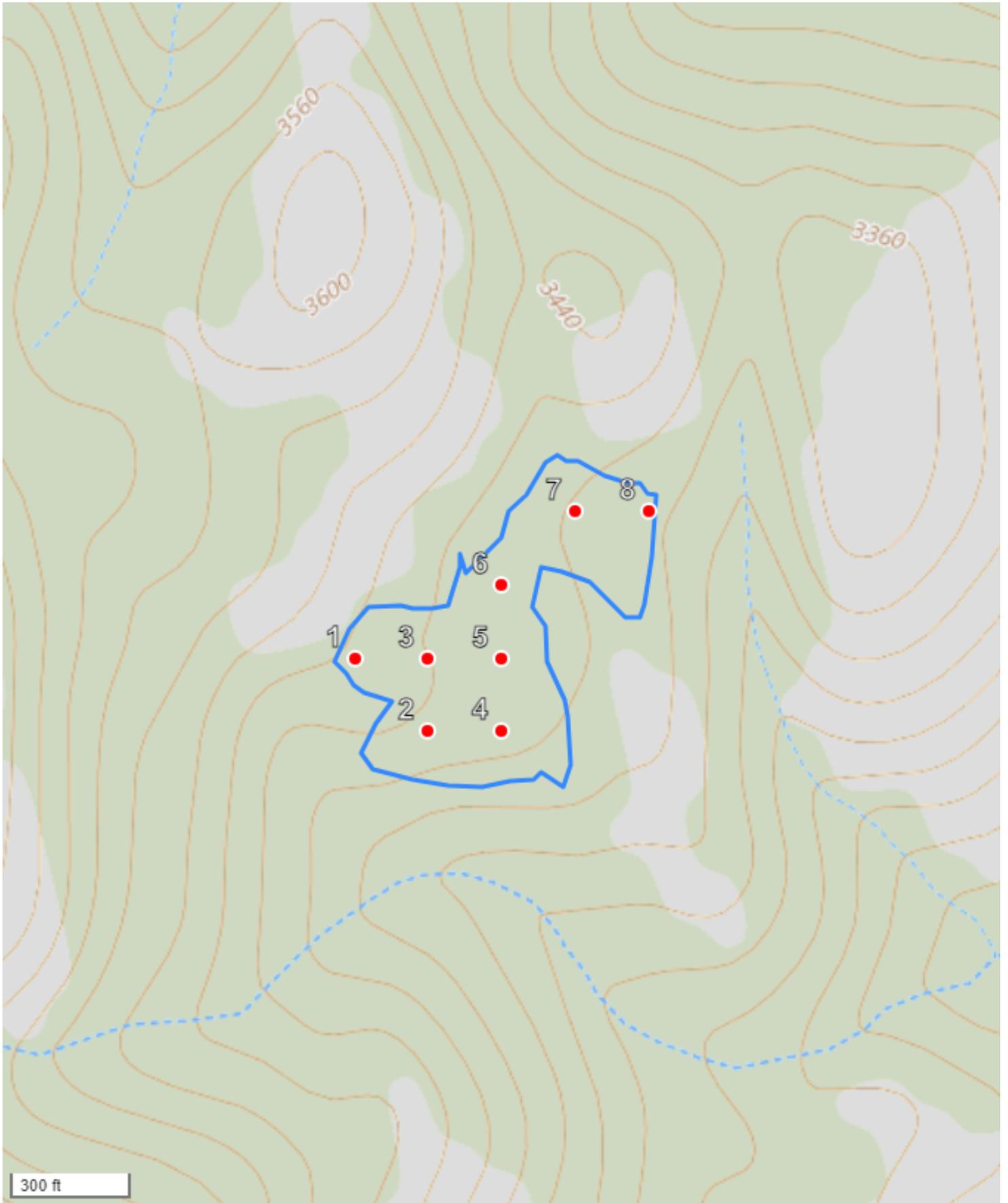
FMA Name: KLONDIKE U3	N Plots: 37	Plot Spacing: 254.8 ft
Grid Name: KLONDIKE U3 - 1	Acres Treated: 50.4	Main Azimuth: 0 deg



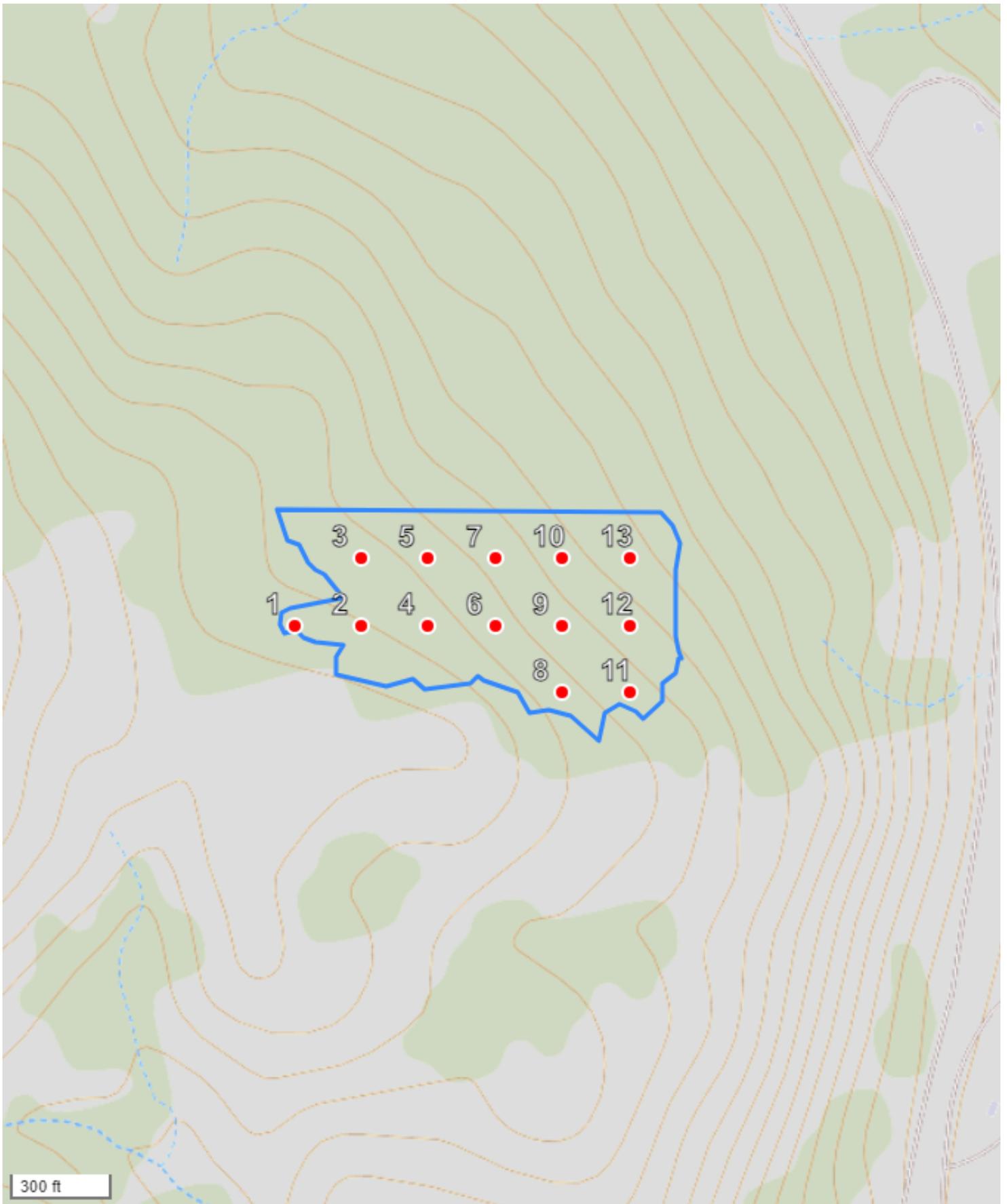
FMA Name: KLONDIKE U4	N Plots: 31	Plot Spacing: 255.2 ft
Grid Name: KLONDIKE U4 - 1	Acres Treated: 41.9	Main Azimuth: 0 deg



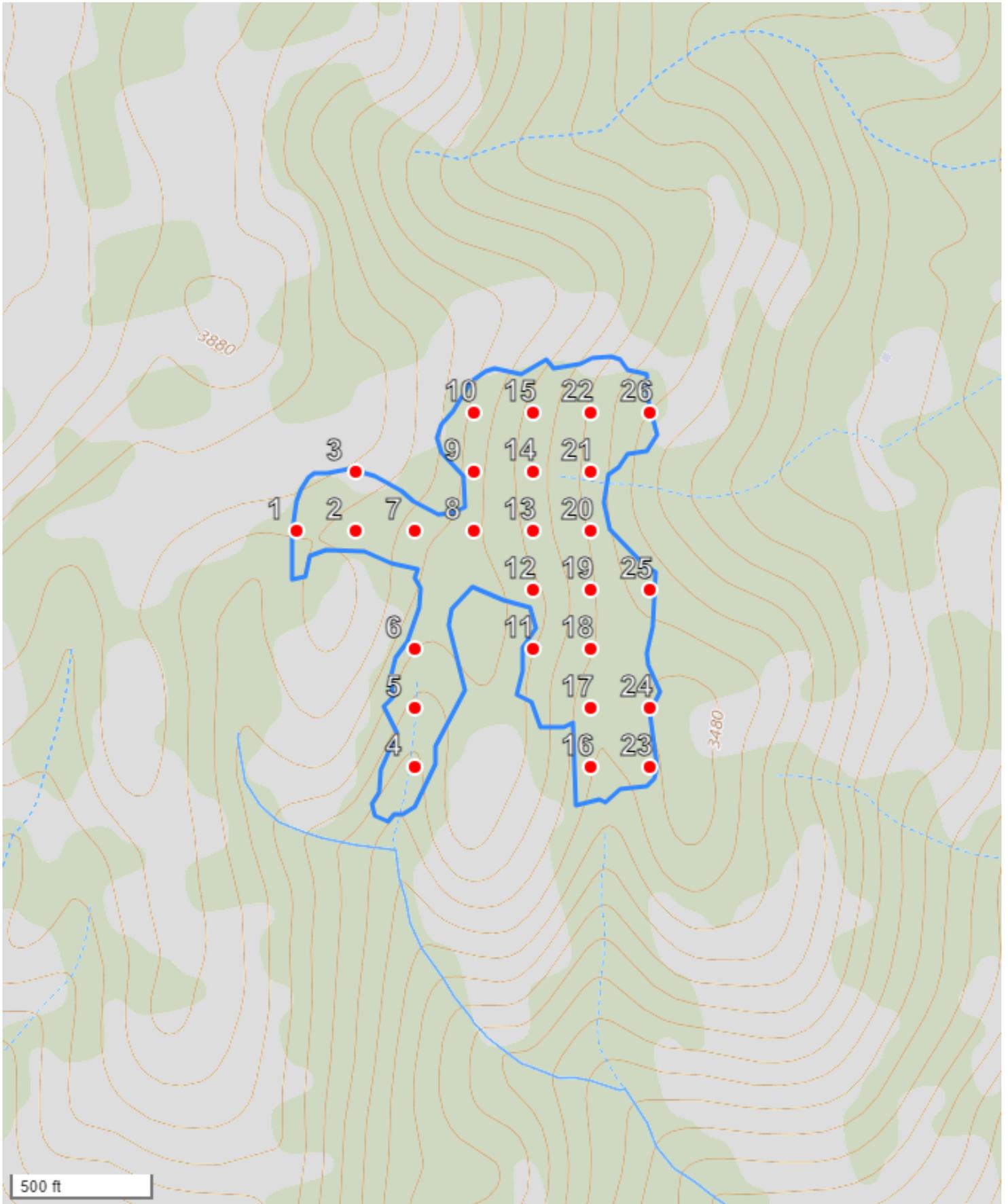
FMA Name: KLONDIKE U5	N Plots: 57	Plot Spacing: 231.2 ft
Grid Name: KLONDIKE U5 - 1	Acres Treated: 67.7	Main Azimuth: 0 deg



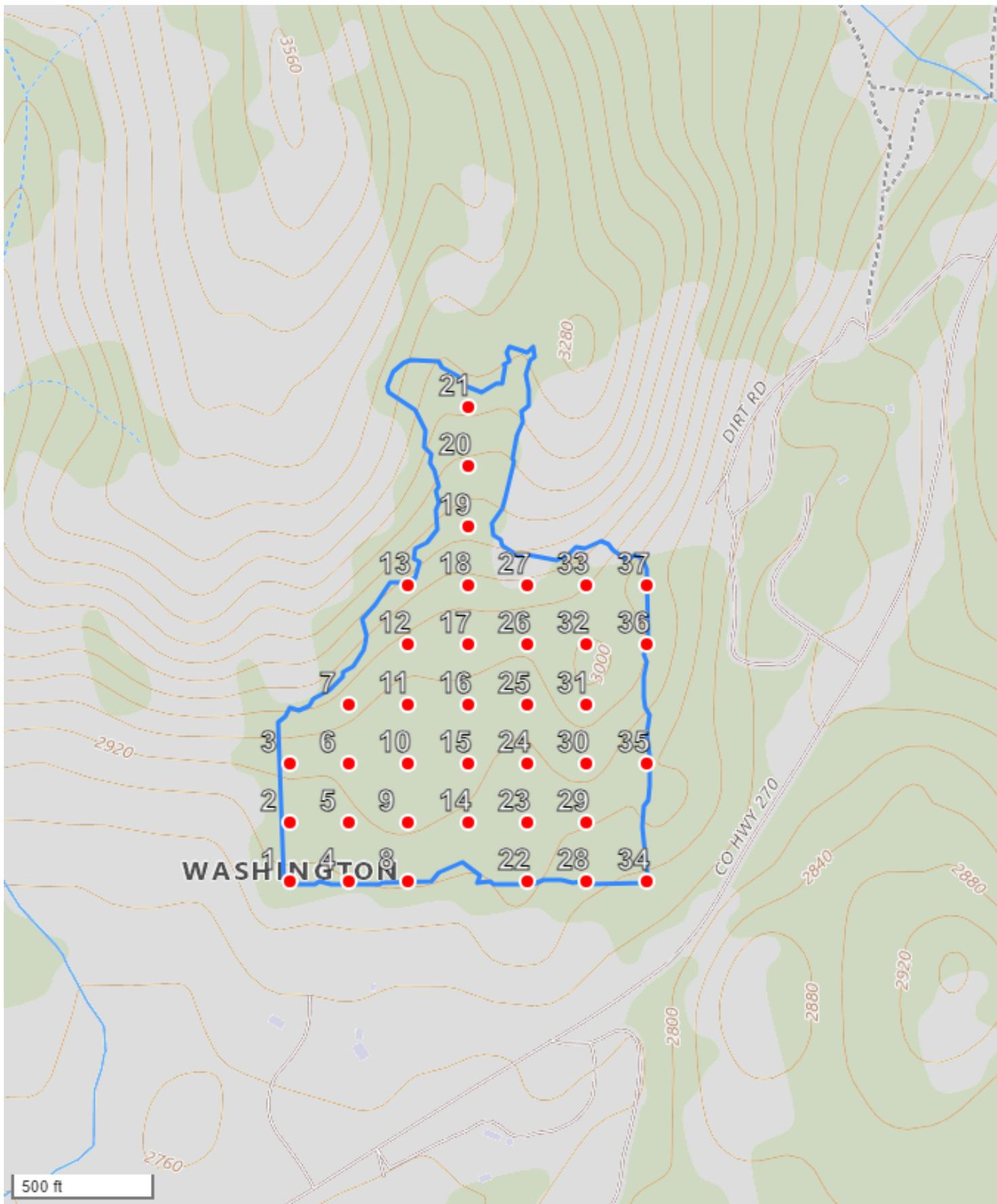
FMA Name: KLONDIKE U6	N Plots: 8	Plot Spacing: 181.8 ft
Grid Name: KLONDIKE U6 - 1	Acres Treated: 7.6	Main Azimuth: 0 deg



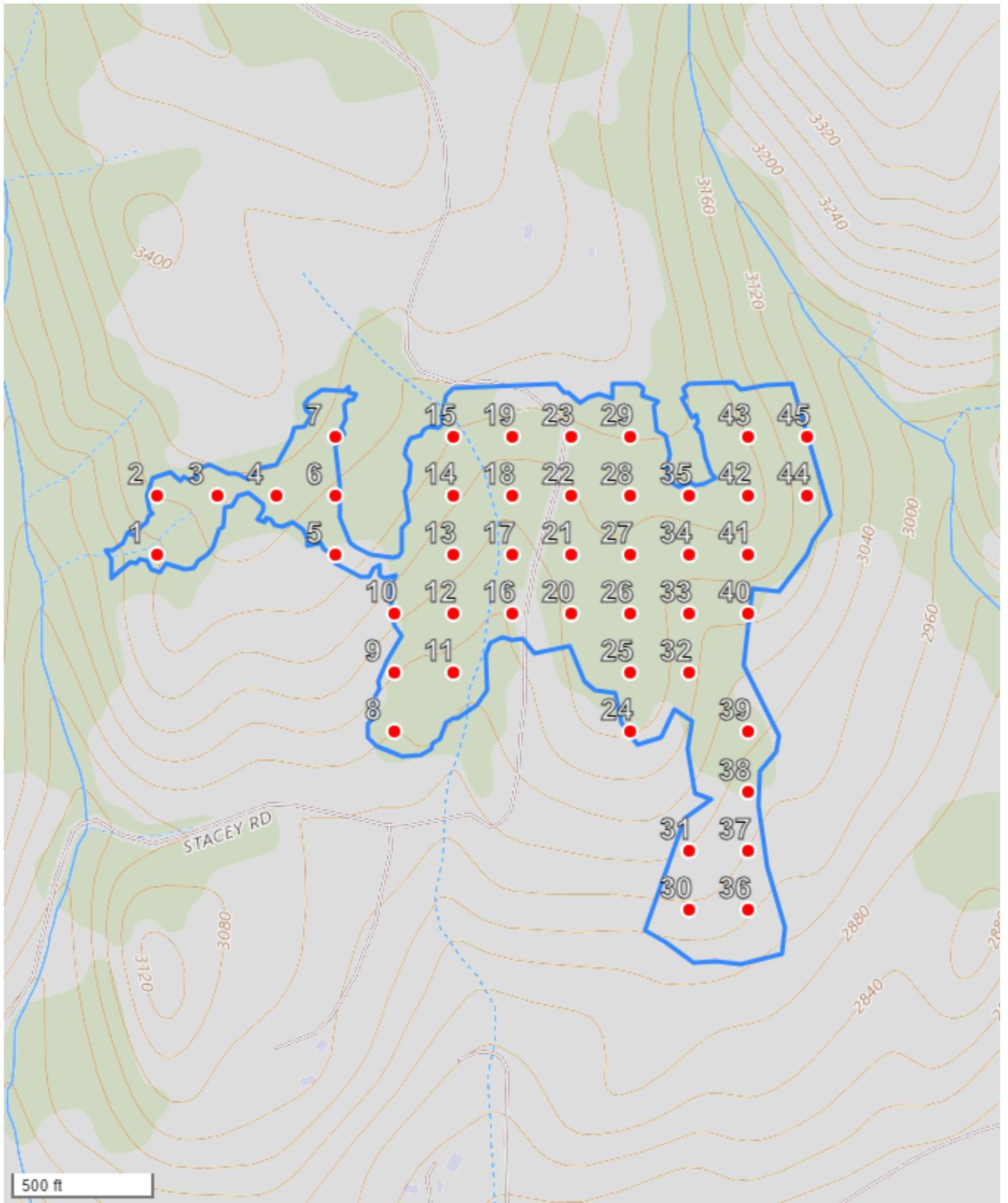
FMA Name: KLONDIKE U7	N Plots: 13	Plot Spacing: 197.3 ft
Grid Name: KLONDIKE U7 - 1	Acres Treated: 13.5	Main Azimuth: 0 deg



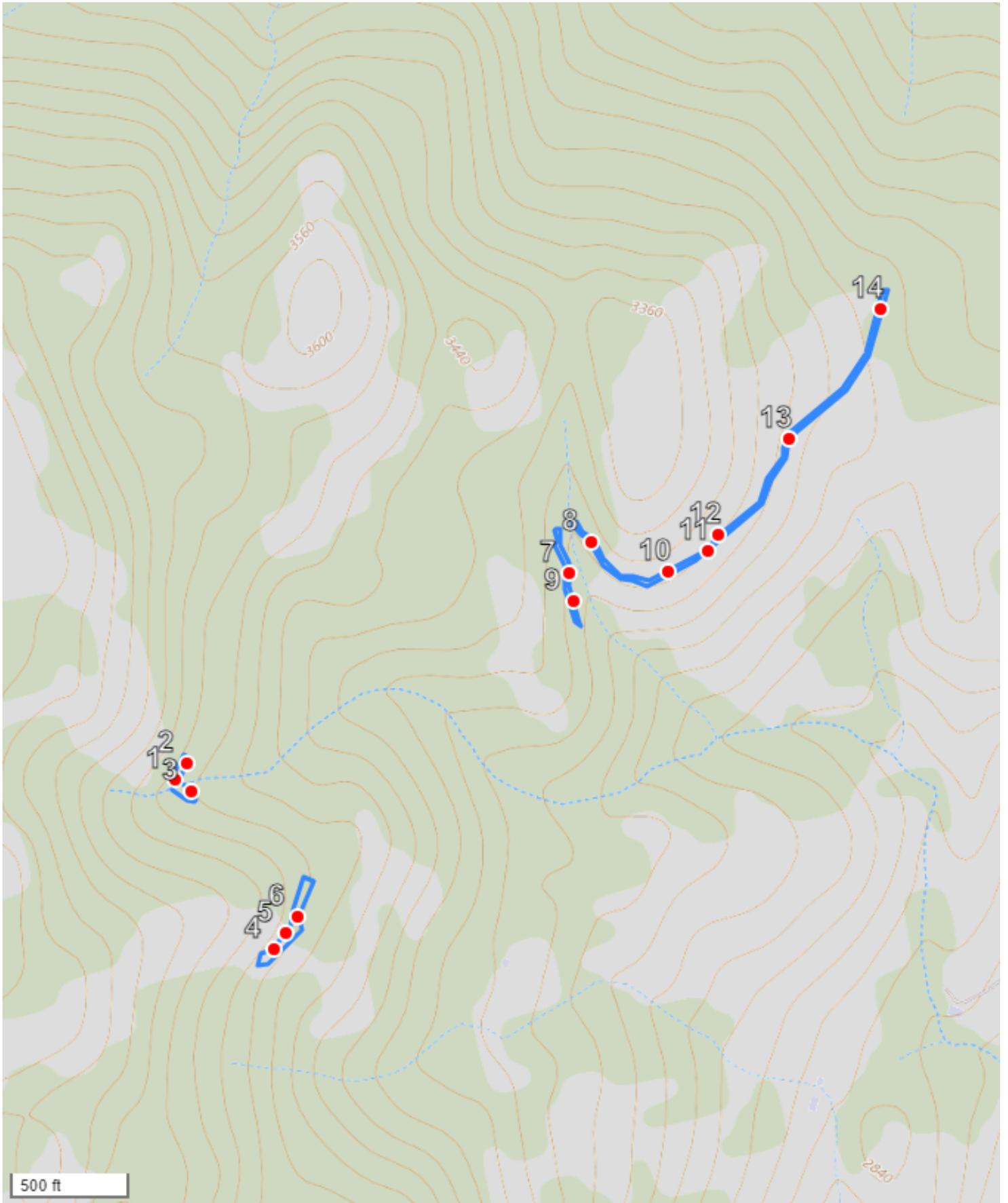
FMA Name: KLONDIKE U8	N Plots: 26	Plot Spacing: 206.4 ft
Grid Name: KLONDIKE U8 - 1	Acres Treated: 24.5	Main Azimuth: 0 deg



FMA Name: KLONDIKE U9	N Plots: 37	Plot Spacing: 208.3 ft
Grid Name: KLONDIKE U9 - 1	Acres Treated: 34.9	Main Azimuth: 0 deg



FMA Name: KLONDIKE U10	N Plots: 45	Plot Spacing: 207.1 ft
Grid Name: KLONDIKE U10 - 1	Acres Treated: 44.9	Main Azimuth: 0 deg



FMA Name: KLONDIKE ROW	N Plots: 14	Plot Spacing: 82.7 ft
Grid Name: KLONDIKE ROW - 1	Acres Treated: 1.57	Main Azimuth: 35.7 deg

PRE-CRUISE NARRATIVE

Sale Name: Q Klondike	Region: Northeast
Agreement #: 30-106084	District: Highlands
Contact Forester: Matt Smith Phone / Location: 509-995-7968	County(s): Choose a county, Ferry
Alternate Contact: Andy Townsend Phone / Location: 509-429-8361	Other information: Click here to enter text.

Type of Sale: Lump Sum	
Harvest System: Ground based Click here to enter text.	100%
Harvest System: Select harvest system Click here to enter text.	Click here to enter percent sale acres.
Enter % of sale acres	
Harvest System: Select harvest system Click here to enter text.	Click here to enter percent sale acres.

UNIT ACREAGES AND METHOD OF DETERMINATION:

Unit # Harvest R/W or RMZ WMZ	Legal Description (Enter only one legal for each unit) Sec/Twp/Rng	Grant or Trust	Gross Proposal Acres	Deductions from Gross Acres (No harvest acres)				Net Harvest Acres	Acreage Determination (List method and error of closure if applicable)
				RMZ/ WMZ Acres	Leave Tree Acres	Existing Road Acres	Other Acres (describe)		
1	T37N R33E S18	03	34.9			0		34.9	GPS (Garmin)
2	T37N R33E S18		23.2			0.2		23	GPS (Garmin)
3	T37N R33E S18		52.7		1.7	0.2		50.8	GPS (Garmin)
4	T37N R33E S19		42.8			0.1		42.7	GPS (Garmin)
5	T37N R33E S19		67.7			0		67.7	GPS (Garmin)
6	T37N R33E S19		7.6			0		7.6	GPS (Garmin)
7	T37N R33E S20		14.6			0		14.6	GPS (Garmin)
8	T37N R33E S30		24.5			0		24.5	GPS (Garmin)
9	T37N R33E S31		35.4			0		35.4	GPS (Garmin)
10	T37N R32E S36		45.4			0.5		44.9	GPS (Garmin)
ROW	T37N R33E S19		0.7					0.7	GPS (Garmin)
TOTAL ACRES			349.5	0	1.7	1	0	346.8	

HARVEST PLAN AND SPECIAL CONDITIONS:

Unit #	Harvest Prescription: (Leave, take, paint color, tags, flagging etc.)	Special Management areas:	Other conditions (# leave trees, etc.)
1	Boundaries marked with white "Timber Sale Boundary" tags, orange flashers, and pink flagging. Leave all ponderosa pine. Leave trees painted in blue; remove all unmarked conifers.		Minimum 6 trees per acre
2	Boundaries marked with white "Timber Sale Boundary" tags, orange flashers, and pink flagging. Leave all ponderosa pine. Leave trees painted in blue; remove all unmarked conifers		Minimum 6 trees per acre
3	Boundaries marked with white "Timber Sale Boundary" tags, orange flashers, and pink flagging. Leave all ponderosa pine. Leave trees painted in blue; remove all unmarked conifers		Minimum 6 trees per acre
4	Boundaries marked with white "Timber Sale Boundary" tags, orange flashers, and pink flagging. Leave all ponderosa pine. Leave trees painted in blue; remove all unmarked conifers		Minimum 6 trees per acre
5	Boundaries marked with white "Timber Sale Boundary" tags, orange flashers, and pink flagging. Leave all ponderosa pine. Leave trees painted in blue; remove all unmarked conifers		Minimum 6 trees per acre
6	Boundaries marked with white "Timber Sale Boundary" tags, orange flashers, and pink flagging. Leave all ponderosa pine. Leave trees painted in blue; remove all unmarked conifers		Minimum 21 trees per acre
7	Boundaries marked with white "Timber Sale Boundary" tags, orange flashers, and pink flagging. Leave all ponderosa pine. Leave trees painted in blue; remove all unmarked conifers		Minimum 6 trees per acre
8	Boundaries marked with white "Timber Sale Boundary" tags, orange flashers, and pink flagging. Leave all ponderosa pine. Leave trees painted in blue; remove all unmarked conifers		Minimum 6 trees per acre
9	Boundaries marked with white "Timber Sale Boundary" tags, orange flashers, and pink flagging. Leave all ponderosa pine. Leave trees painted in blue; remove all unmarked conifers		Minimum 21 trees per acre
10	Boundaries marked with white "Timber Sale Boundary" tags, orange flashers, and pink flagging. Leave all ponderosa pine. Leave trees painted in blue; remove all unmarked conifers		Minimum 21 trees per acre
ROW	Remove all trees not painted with red "L", within orange Right-of-Way tags where present or individual trees dotted with orange paint.		
Lutz ROW	All of the E373320E road to Unit 7.		Take trees banded with orange paint.
Bolder Ops ROW	All of the E373320A, Part of E373318E road in south half of Section 18, all of E373319H on private, all of E373319G on private,		Take trees banded with orange paint or within orange ROW tags
Betschart ROW	All of E373318K and E373318F on private, part of E373318E in north half of section 18		Take trees banded with orange paint or within orange ROW tags

Eich ROW	All of E373331G road on Private		Take trees inside orange ROW tags
-------------	---------------------------------	--	--------------------------------------

OTHER PRE-CRUISE INFORMATION:

Unit #	Primary,secondary Species / Estimated Volume (MBF)	Access information (Gates, locks, etc.)	Photos, traverse maps required
1	DF-420 MBF	From the intersection of West Curlew Lake road and Boulder Way travel 2.9 miles to units 2 and 3 or continue for another 1.1 miles on the E373318E road to reach Unit 1. ATV needed for access to unit 1	Region provided maps
2	DF/WL-230 MBF		Region provided maps
3	DF/WL-510 MBF		Region provided maps
4	DF-460 MBF	To reach Units 4-8 from the intersection of West Curlew Lake road and Boulder Way travel 1.6 miles and take a left on Lakeview Drive. Travel 0.2 miles while staying right at the Y to reach Unit 4 or travel 0.4 miles while taking a left at the Y to reach the hike in point for Units 5, 6, 7, and 8.	Region provided maps
5	DF/WL-500 MBF		Region provided maps
6	DF/WL- 40 MBF		Region provided maps
7	DF/WL- 90 MBF		Region provided maps
8	DF- 200 MBF		Region provided maps
9	DF-140 MBF	Access from Klondike road. Park in driveway across from ROW.	Region provided maps
10	DF-160 MBF	Take Klondike rd for 1 mile east of Republic to Cemetary road. Travel for 1.3 miles. Private access to units with landowner consent.	Region provided maps
TOTAL MBF	2,760 MBF		

REMARKS:

Some Legacy trees will need to be felled within the ROW for road construction. These trees are marked with a red "L" and must remain on site.

Prepared By: Matt Smith Date: 11/15/2023	Title: Forester	CC:
---	------------------------	------------



Forest Practices Application/Notification
Notice of Decision

FPA/N No: 3026866
Effective Date: 2/2/24
Expiration Date: 2/2/27
Shut Down Zone: 678 E
EARR Tax Credit: Eligible Non-eligible
Reference: Q Klondike
18,19,20,30,31-37-33 24,36-37-32

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

Approved with no conditions.

Issued By: Kyle Buckmiller

Region: Northeast

Title: Forest Practices Forester

Date: 02/02/2024

Copies to: Landowner, Timber Owner and Operator

Issued in person: LO TO OP By: Ragene Christensen

Date: 02/02/2024

Appeal Information

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

You must file your appeal at all three addresses below:

Pollution Control Hearings Board	Office of the Attorney General Natural Resources Division	Department Of Natural Resources Northeast Region
<u>Physical Address</u> 1111 Israel Road, SW Suite 301 Tumwater, WA 98501 <u>Mailing address</u> Post Office Box 40903 Olympia, WA 98504-0903	<u>Physical Address</u> 1125 Washington Street, SE Olympia, WA 98504 <u>Mailing Address</u> Post Office Box 40100 Olympia, WA 98504-0100	DNR Northeast Region 221 S. Silke Road Colville, WA 99114

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

Other Applicable Laws

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

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

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

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

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

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

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

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

DNR Declaration of Mailing

I, _____, caused the Notice of Decision for FPA/N No. 3026866 to be placed in the United States mail at Colville, WA, postage paid. I declare under penalty of perjury of the laws of the State of Washington, that the foregoing is true and correct.

Colville, Washington

(Date)

(City & State where signed)

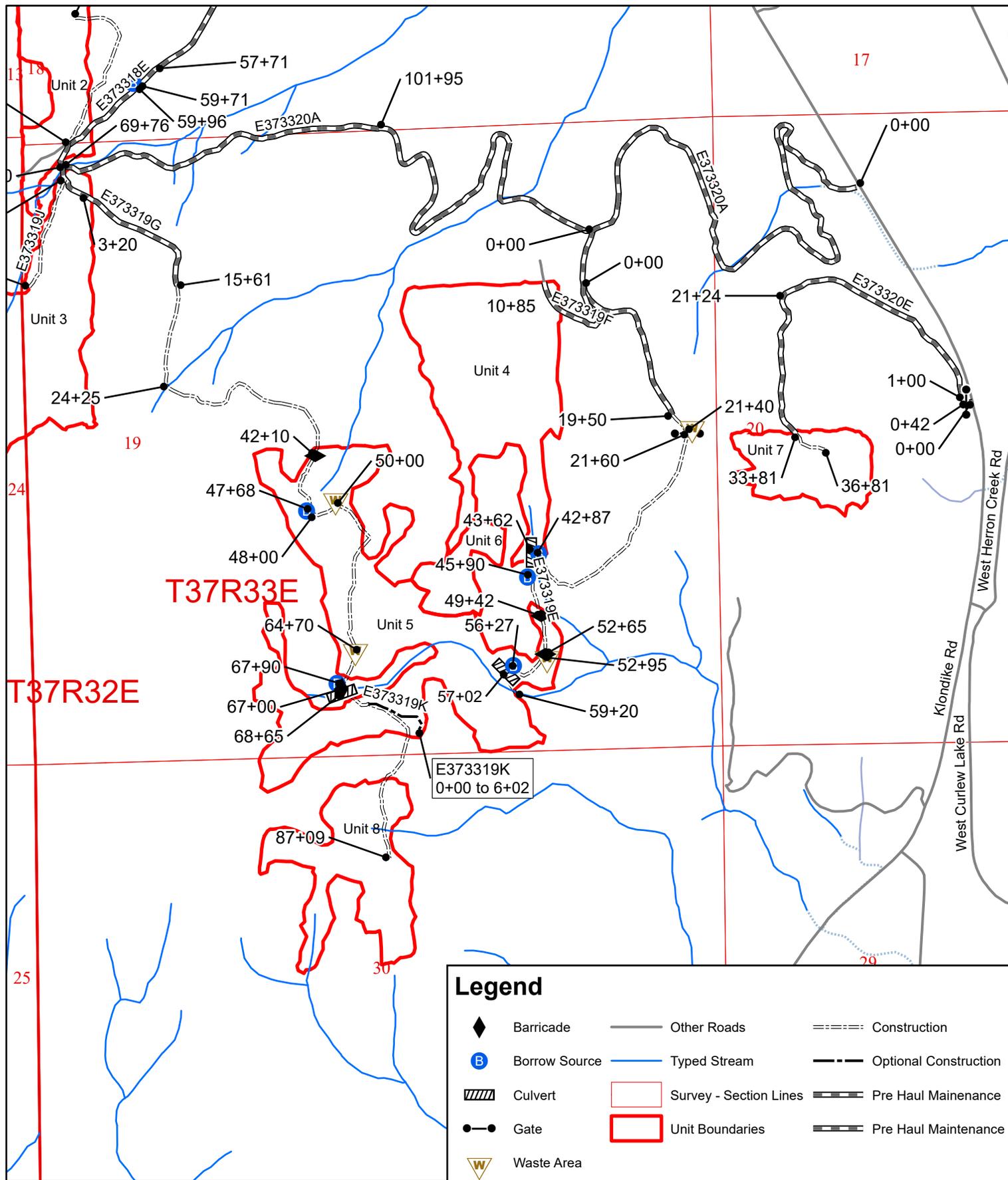
(Signature)

Washington State Department of Natural Resources

Sale Name: Klondike
 Contract No.: 30-106084

Road Plan Map
 Page 1 of 3

Region: Northeast
 County: Ferry



Drawn By: M. Karnstein
 10-5-23

1 inch = 1,072.06 feet

0 550 1,100 2,200 Feet

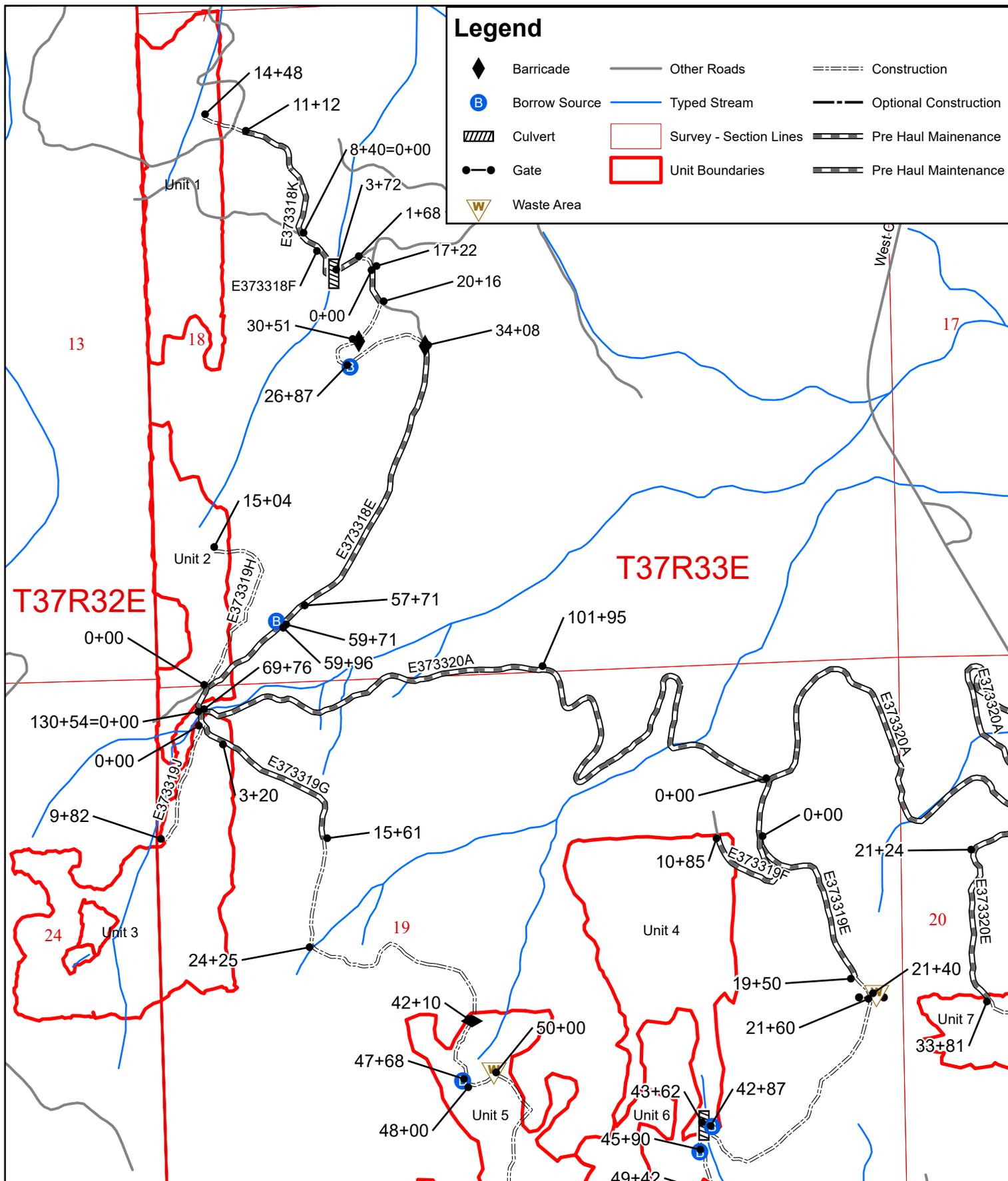


Washington State Department of Natural Resources

Sale Name: Klondike
 Contract No.: 30-106084

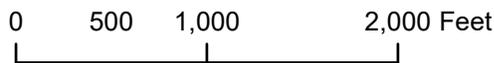
Road Plan Map
 Page 2 of 3

Region: Northeast
 County: Ferry



Drawn By: M. Karnstein
 10-5-23

1 inch = 1,000 feet

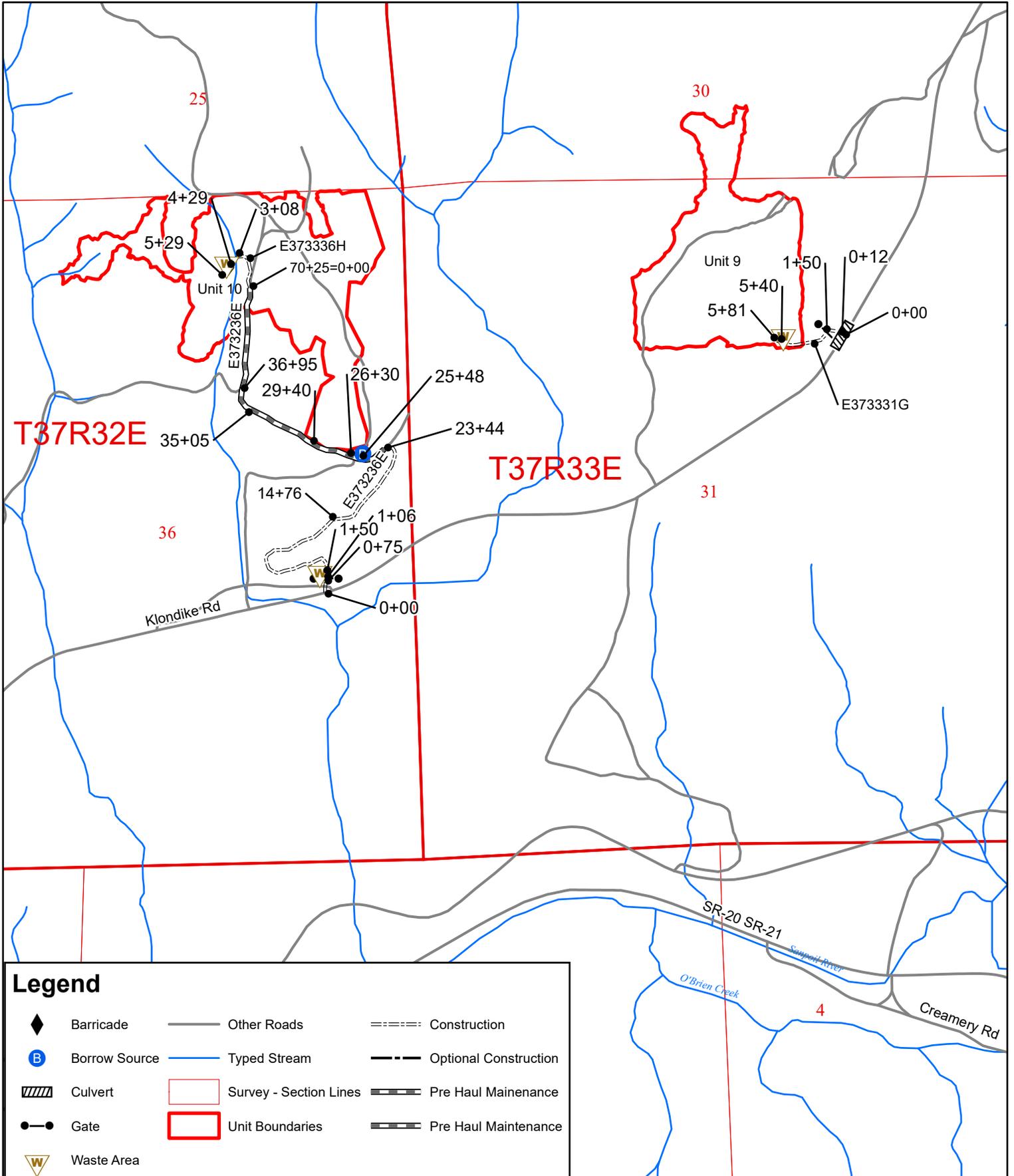


Washington State Department of Natural Resources

Sale Name: Klondike
 Contract No.: 30-106084

Road Plan Map
 Page 3 of 3

Region: Northeast
 County: Ferry



Drawn By: M. Karnstein
 10-5-23

1 inch = 1,000 feet



STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

KLONDIKE TIMBER SALE ROAD PLAN
FERRY COUNTY
HIGHLANDS DISTRICT
NORTHEAST REGION

AGREEMENT NO.: 30-106084

STAFF ENGINEER: MACKENZIE KARNSTEIN

DATE: 10/05/2023

DRAWN & COMPILED BY: MACKENZIE KARNSTEIN

SECTION 0 – SCOPE OF PROJECT

0-1 ROAD PLAN SCOPE

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

0-2 REQUIRED ROADS

The specified work on the following roads is required.

<u>Road</u>	<u>Stations</u>	<u>Type</u>
E373236E	23.44	Construction
E373236E	46.81	Pre Haul Maintenance
E373236H	5.29	Construction
E373318E	13.92	Construction
E373318E	38.62	Pre Haul Maintenance
E373318F	1.68	Construction
E373318F	6.72	Pre Haul Maintenance
E373318K	11.12	Pre Haul Maintenance
E373318K	3.36	Construction
E373319E	19.50	Pre Haul Maintenance
E373319E	39.70	Construction
E373319F	10.85	Pre Haul Maintenance
E373319G	15.61	Pre Haul Maintenance
E373319G	71.48	Construction
E373319H	15.04	Construction
E373319J	9.82	Construction
E373320A	130.54	Pre Haul Maintenance
E373320E	33.81	Pre Haul Maintenance
E373320E	3.00	Construction
E373331G	5.81	Construction

0-3 OPTIONAL ROADS

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

<u>Road</u>	<u>Stations</u>	<u>Type</u>
E373319K	0+00 to 6+02	Optional Construction

0-4 CONSTRUCTION

Construction includes, but is not limited to clearing & grubbing, pioneering & decking logs, subgrade construction, rolling dip, cross drain, and culvert installation, cut & fill, embankment construction, riprap and rock application. Construct to the TYPICAL SECTION SHEET, ROCK LIST, and CULVERT & DRAINAGE LIST, for general specifications, unless otherwise specified in design details. Construction requirements are further described in 3, 4, and 5.

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

<u>Road</u>	<u>Stations</u>	<u>Requirements</u>
E373236E	0+00 to 23+44	See sections 3, 4, and 5.
E373236H	0+00 to 5+29	See sections 3, 4, and 5.
E373318E	20+16 to 34+08	See sections 3, 4, and 5.
E373318F	0+00 to 1+68	See sections 3, 4, and 5.
E373318K	11+12 to 14+48	See sections 3, 4, and 5.
E373319E	19+50 to 59+20	See sections 3, 4, and 5.
E373319G	15+61 to 87+09	See sections 3, 4, and 5.
E373319H	0+00 to 15+04	See sections 3, 4, and 5.
E373319J	0+00 to 9+82	See sections 3, 4, and 5.
E373320E	33+81 to 36+81	See sections 3, 4, and 5.
E373331G	0+00 to 5+81	See sections 3, 4, and 5.

0-6 PRE-HAUL MAINTENANCE

Maintenance includes, but is not limited to brushing, grubbing, subgrade reshaping, subgrade lifting, rolling dip, and culvert installation, grading, riprap and rock application. Reference the TYPICAL SECTION SHEET, ROCK LIST, and CULVERT & DRAINAGE LIST, for general specifications. Maintenance requirements are further described in sections 3, 4, and 5.

This project includes, but is not limited to the following pre-haul maintenance requirements:

<u>Road</u>	<u>Stations</u>	<u>Requirements</u>
E373236E	23+44 to 70+25	See sections 3, 4, and 5.
E373318E	17+22 to 20+16	See sections 3, 4, and 5.

E373318E	34+08 to 69+76	See sections 3, 4, and 5.
E373318F	1+68 to 8+40	See sections 3, 4, and 5.
E373318K	0+00 to 11+12	See sections 3, 4, and 5.
E373319E	0+00 to 19+50	See sections 3, 4, and 5.
E373319F	0+00 to 10+85	See sections 3, 4, and 5.
E373319G	0+00 to 15+61	See sections 3, 4, and 5.
E373320A	0+00 to 130+54	See sections 3, 4, and 5.
E373320E	0+00 to 33+81	See sections 3, 4, and 5.

0-7 POST-HAUL MAINTENANCE

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

0-9 DECOMMISSIONING

This project includes decommissioning listed in Clause 9-20 ROAD DECOMMISSIONING.

SECTION 1 – GENERAL

1-1 ROAD PLAN CHANGES

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

1-2 UNFORESEEN CONDITIONS

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

1-3 ROAD DIMENSIONS

Purchaser shall perform road work in accordance with the dimensions shown on the TYPICAL SECTION SHEET and the specifications within this road plan, unless controlled by construction stakes or design data (plan, profile, and cross-sections).

1-4 ROAD TOLERANCES

Purchaser shall perform road work within the tolerances listed below. The tolerance class for each road is listed on the TYPICAL SECTION SHEET. These tolerances do not supersede clauses 1-6, 4-3, and 4-4.

<u>Tolerance Class</u>	<u>A</u>	<u>B</u>	<u>C</u>
Road and Subgrade Width (feet)	+1.5	+1.5	+2.0
Subgrade Elevation (feet +/-)	0.5	1.0	2.0
Centerline alignment (feet lt./rt.)	1.0	1.5	3.0

1-6 ORDER OF PRECEDENCE

Any conflict or inconsistency in the road plan will be resolved by giving the documents precedence in the following order:

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

In case of any ambiguity or dispute over interpreting the road plan, the Contract Administrator’s or designee’s decision will be final.

1-7 TEMPORARY ROAD CLOSURE

Purchaser shall notify the Contract Administrator a minimum of 5 calendar days before the closure of any road. Construction may not close any road for more than 21 calendar days.

1-8 REPAIR OR REPLACEMENT OF DAMAGED MATERIALS

Purchaser shall repair or replace all materials, roadway infrastructure, and road components damaged during road work or operation activities. The Contract Administrator will direct repairs and replacements. Repairs to structural materials must be made in accordance with the manufacturer’s recommendation, and may not begin without written approval from the Contract Administrator.

1-9 DAMAGED METALLIC COATING

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

1-10 WSDOT STANDARD SPECIFICATION REFERENCE

References in this road plan to “WSDOT Standard Specifications” mean the Washington State Department of Transportation’s Standard Specifications for Road, Bridge, and Municipal Construction 2012 (M41-10).

1-15 ROAD MARKING

Purchaser shall perform road work in accordance with the state’s marked location. All road work is marked with stakes and/or orange flagging.

1-20 COMPLETE BY DATE

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

1-21 HAUL APPROVAL

Purchaser shall not use roads under this road plan for any hauling other than rock haul, without written approval from the Contract Administrator.

1-22 WORK NOTIFICATIONS

Purchaser shall notify the Contract Administrator a minimum of 14 calendar days before work begins.

1-23 ROAD WORK PHASE APPROVAL

Purchaser shall obtain written approval from the Contract Administrator upon completion of each of the following phases of road work:

- Subgrade construction
- Drainage installation

1-25 ACTIVITY TIMING RESTRICTION

The operation of road construction equipment is not allowed on weekends or state recognized holidays, unless authorized in writing by the Contract Administrator.

The specified activities are not allowed during the listed closure period(s) unless authorized in writing by the Contract Administrator.

<u>Road</u>	<u>Activity</u>	<u>Closure Period</u>
All Roads	Transportation of heavy equipment	March 15 to June 1
All Construction	Construction	December 1 to June 1

1-26 OPERATING DURING CLOSURE PERIOD

If permission is granted to operate during a closure period listed in Clause 1-25

ACTIVITY TIMING RESTRICTION, Purchaser shall provide a maintenance plan to include further protection of state resources. Purchaser shall obtain written approval from the Contract Administrator for the maintenance plan, and shall put preventative measures in place before operating during the closure period. Purchaser is required to maintain all haul roads at their own expense.

1-29 SEDIMENT RESTRICTION

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

1-30 CLOSURE TO PREVENT DAMAGE

In accordance with Contract Clause G-220 STATE SUSPENDS OPERATION, the Contract Administrator will suspend road work or hauling right-of-way timber, forest products, or rock under the following conditions:

- Wheel track rutting exceeds 4 inches on jaw run/pit run roads.
- Wheel track rutting exceeds 4 inches on crushed rock roads.
- Wheel track rutting exceeds 6 inches on native surface roads.
- Surface or base stability problems persist.
- Weather is such that satisfactory results cannot be obtained in an area of operations.
- When, in the opinion of the Contract Administrator excessive road damage or rutting may occur.

Operations must stop unless authority to continue working or hauling is granted in writing by the Contract Administrator. In the event that surface or base stability problems persist, Purchaser shall cease operations, or perform corrective maintenance or repairs, subject to specifications within this road plan. Before and during any suspension, Purchaser shall protect the work from damage or deterioration.

1-33 SNOW PLOWING RESTRICTION

Snowplowing will be allowed after the execution of a SNOW PLOWING AGREEMENT, to be prepared by the Purchaser. The plan is subject to written approval by the Contract Administrator before any snow plowing operations. If damage occurs while plowing, further permission to plow may be revoked by the Contract Administrator.

1-40 ROAD APPROACHES TO COUNTY ROADS AND STATE HIGHWAYS

Purchaser shall immediately remove any mud, dirt, rock, or other material tracked or spilled on to county roads and state highways.

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

1-41 REQUIREMENTS FOR PAVED ROAD APPROACHES

Requirements for the Klondike Road road approaches:

Purchaser shall build up approaches to allow a smooth grade transition between the E373331G and Klondike Road. The top of the E373331G road surfacing must be kept level with the surface of the Klondike Road at all times. The surface of the E373331G approach must slope down from the edge of the Klondike Road at the rate of -2.00%, for approximately 2 inch(es) vertical for a total distance of 8 feet. Then the surface of the E373331G approach must slope up Klondike Road at the rate of +2.00%, for approximately 3 inch(es) vertical for a total distance of 12 feet. Paved road approaches

must be in accordance with the approach permit, to be provided by the Contract Administrator upon request.

1-42 UTILITY ACCESS ROAD

The following road(s) intersect(s) existing utility access roads. Purchaser shall conduct road work on the intersecting roads so that the utility access roads are accessible at all times.

<u>Road</u>	<u>Stations</u>
E373236E	0+00 to 70+25

1-43 ROAD WORK AROUND UTILITIES

Road work is in close proximity to utilities. It is the Purchaser’s responsibility to identify any utilities. Purchaser shall work in accordance with all applicable laws or rules concerning utilities. Purchaser is responsible for all notification, including “call before you dig”, and liabilities associated with the utilities and their rights-of-way.

SECTION 2 – MAINTENANCE

2-1 GENERAL ROAD MAINTENANCE

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

2-4 PASSAGE OF LIGHT VEHICLES

Purchaser shall maintain road(s) in a condition that will allow the passage of light administrative vehicles.

2-5 MAINTENANCE GRADING – EXISTING ROAD

Purchaser shall use a grader to shape the existing surface before the haul of timber. Purchaser shall accomplish all grading using a motor grader with a minimum of 175 horsepower.

2-6 CLEANING CULVERTS

Purchaser shall clean the inlets and outlets of all culverts and shall obtain written approval from the Contract Administrator before timber haul.

2-7 CLEANING DITCHES, HEADWALLS, AND CATCH BASINS

Purchaser shall clean ditches, headwalls, and catchbasins. Work must be completed before haul of timber and must be done in accordance with the TYPICAL SECTION SHEET and CULVERT AND DRAINAGE SPECIFICATIONS DETAIL.

SECTION 3 – CLEARING, GRUBBING, AND DISPOSAL

3-1 BRUSHING

Purchaser shall cut vegetative material up to 3 inches in diameter, including limbs, as shown on the BRUSHING DETAIL. Brushing must be achieved by <manual> <or> <mechanical> cutting of brush, trees, and branches. Root systems and stumps of cut vegetation may not be disturbed unless directed by the Contract Administrator. Purchaser shall remove brushing debris from the road surface, ditchlines, and culvert inlets and outlets.

3-2 BRUSHING RESTRICTION

Pulling, digging, pushing over, and other non-cutting methods used for vegetation removal may not be used for brushing. Purchaser shall submit a detailed list of equipment and methods to be used during brushing, for approval by the Contract Administrator before starting work. Excavator buckets, log loaders and similar equipment may not be used for brushing unless otherwise approved in writing by the Contract Administrator.

3-5 CLEARING

Purchaser shall fall all vegetative material larger than 2 inches DBH or over 5 feet high between the marked right-of-way boundaries and within waste and debris areas, or if not marked in the field, between the clearing limits specified on the TYPICAL SECTION SHEET. Clearing must be completed before starting excavation and embankment.

3-7 RIGHT-OF-WAY DECKING

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

3-8 PROHIBITED DECKING AREAS

Purchaser shall not deck right-of-way timber in the following areas:

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

3-10 GRUBBING

Purchaser shall remove all stumps between the grubbing limits specified on the TYPICAL SECTION SHEET and within waste and debris areas. Purchaser shall also remove stumps with undercut roots outside the grubbing limits. Purchaser shall remove stumps using a

hydraulic mounted excavator unless authorized in writing by the Contract Administrator. Stumps over 22 inches diameter must be split. Stumps over 40 inches must be quartered. Grubbing must be completed before starting excavation and embankment.

3-12 STUMP PLACEMENT

Purchaser shall place grubbed stumps outside of the clearing limits as directed by the Contract Administrator and in compliance with all other clauses in this road plan. Stumps shall be piled. Piles shall be dirt-free and piled with a hydraulic excavator.

3-14 STUMPS WITHIN DESIGNATED WASTE AREAS

Purchaser is not required to remove stumps within waste areas if they are cut flush with the ground.

3-20 ORGANIC DEBRIS DEFINITION

Organic debris is defined as all vegetative material not eligible for removal by Contract Clause G-010 PRODUCTS SOLD AND SALE AREA or G-011 RIGHT TO REMOVE FOREST PRODUCTS AND CONTRACT AREA, that is larger than one cubic foot in volume within the grubbing limits as shown on the TYPICAL SECTION SHEET.

3-21 DISPOSAL COMPLETION

Purchaser shall remove organic debris from the road surface, ditchlines, and culvert inlets and outlets. Purchaser shall complete all disposal of organic debris, before approval of final maintenance.

3-22 DESIGNATED WASTE AREA FOR ORGANIC DEBRIS

Waste areas for organic debris are located within the cleared right-of-way or in natural openings as designated by the Contract Administrator.

3-23 PROHIBITED DISPOSAL AREAS

Purchaser shall not place organic debris in the following areas:

- Within 50 feet of a cross drain culvert.
- Within 100 feet of a live stream, or wetland.
- On road subgrades, or excavation and embankment slopes.
- On slopes greater than 40%.
- Within the operational area for cable landings where debris may shift or roll.
- On locations where brush can fall into the ditch or onto the road surface.
- Against standing timber.

3-24 BURYING ORGANIC DEBRIS RESTRICTED

Purchaser shall not bury organic debris unless otherwise stated in this plan.

3-25 SCATTERING ORGANIC DEBRIS

Purchaser shall scatter organic debris in natural openings unless otherwise detailed in this road plan. Where natural openings are unavailable or restrictive, alternate debris disposal methods are subject to the written approval of the Contract Administrator.

3-30 EXCLUSION OF DOZER BLADES

Purchaser shall not use dozer blades for the piling of organic debris.

3-31 PILING

Purchaser shall pile organic debris no closer than 20 feet from standing timber and no higher than 10 feet in areas specified in Clause 3-22 DESIGNATED WASTE AREA FOR ORGANIC DEBRIS. Debris piles shall be made to be burnable, clean, tight, and free of rock or soil.

3-32 END HAULING ORGANIC DEBRIS

On slopes greater than 45%, Purchaser shall end haul or push organic debris to the designated waste areas specified in Clause 3-22 DESIGNATED WASTE AREA FOR ORGANIC DEBRIS or to a waste area located by the Contract Administrator.

SECTION 4 – EXCAVATION

4-1 EXCAVATOR CONSTRUCTION

Purchaser shall use a track mounted hydraulic excavator for construction work, unless authorized in writing by the Contract Administrator.

4-2 PIONEERING

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

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

4-3 ROAD GRADE AND ALIGNMENT STANDARDS

Purchaser shall follow these standards for road grade and alignment except as designed:

- Grade and alignment must have smooth continuity, without abrupt changes in direction.
- Maximum grades may not exceed 18 percent favorable and 12 percent adverse.
- Minimum curve radius is 60 feet at centerline.
- Maximum grade change for sag vertical curves is 6% in 100 feet.
- Maximum grade change for crest vertical curves is 6% in 100 feet.

4-4 SWITCHBACK STANDARDS

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

- Maximum adverse grades for switchbacks is 10%.
- Maximum favorable grades for switchbacks is 12%.
- Maximum transition grades entering and leaving switchbacks is a 5% grade change.
- Transition grades required to meet switchback grade limitations must be constructed on the tangents preceding and departing from the switchbacks.

4-5 CUT SLOPE RATIO

Purchaser shall construct excavation slopes no steeper than shown on the following table, unless construction staked or designed:

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

4-6 EMBANKMENT SLOPE RATIO

Purchaser shall construct embankment slopes no steeper than shown on the following table:

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

4-7 SHAPING CUT AND FILL SLOPE

Purchaser shall construct excavation and embankment slopes to a uniform line and left rough for easier revegetation.

4-8 CURVE WIDENING

The minimum widening placed on the inside of curves is:

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

4-9 EMBANKMENT WIDENING

The minimum embankment widening is:

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

Purchaser shall apply embankment widening equally to both sides of the road to achieve the required width.

4-10 WIDEN THE EXISTING SUBGRADE

Purchaser shall widen the subgrade and fill slopes to the dimensions shown on the TYPICAL SECTION SHEET. If necessary, Purchaser shall reconstruct excavation slopes to provide sufficient width for the road surface and any ditches. Pulling excavation material across the road or mixing in with the existing road surface is not allowed.

<u>Road</u>	<u>Stations</u>	<u>Widening</u>
E373318E	19+66 to 20+16	20 feet

4-12 FULL BENCH CONSTRUCTION

Where side slopes exceed 50%, Purchaser shall use full bench construction for the entire subgrade width. Purchaser shall end haul waste material to the location specified in Clause 4-37 WASTE AREA LOCATION.

<u>Road</u>	<u>Full Bench Location</u>
E373319E	39+75 to 40+85
E373319E	45+90 to 49+42
E373319G	39+29 to 42+10
E373319G	66+08 to 68+65
E373319G	75+24 to 80+71
E373331G	3+79 to 5+40

4-16 ROAD CUT AND FILL SLOPE IMPROVEMENT

At the following location(s), Purchaser shall excavate the cut slope and apply Common Borrow to the embankment slope to meet the requirements of Clause 4-5 CUT SLOPE RATIO and Clause 4-6 EMBANKMENT SLOPE RATIO. The road subgrade should be compacted using a vibratory compactor. Completion of repair work shall be subject to the written approval of the Contract Administrator.

<u>Road</u>	<u>Stations</u>
E373318E	59+96 to 69+76
E3733820A	101+95 to 130+54

4-20 SUBGRADE DIMENSIONS FOR INTERSECTIONS

On the following road(s), Purchaser shall construct the subgrade to the dimensions shown on the INTERSECTION DETAIL.

<u>Road</u>	<u>Stations</u>
E373236H	0+00 to 0+50
E373319H	0+00 to 0+50
E373319J	0+00 to 0+50

4-21 TURNOUTS

Purchaser shall construct turnouts intervisible with a maximum distance of 1,000 feet between turnouts. Locations may be adjusted to fit the final subgrade alignment and sight distances. Minimum dimensions are shown on the TYPICAL SECTION SHEET.

4-22 TURNAROUNDS

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

4-25 DITCH CONSTRUCTION AND RECONSTRUCTION

Purchaser shall construct or reconstruct ditches into the subgrade as specified on the TYPICAL SECTION SHEET. Ditches must be constructed concurrently with construction of the subgrade.

4-27 DITCH WORK – MATERIAL USE PROHIBITED

Purchaser shall not pull ditch material across the road or mix in with the road surface. Excavated material must be scattered outside the grubbing limits where side slopes are less than 45%. On side slopes greater than 45%, excavated material must be end hauled to the location specified in Clause 4-37 WASTE AREA LOCATION.

4-28 DITCH DRAINAGE

Ditches must drain to cross-drain culverts or ditchouts. Ditches shall not drain into streams or stream culverts.

4-29 DITCHOUTS

Purchaser shall construct ditchouts as identified in the CULVERT & DRAINAGE LIST, as needed, and as directed by the Contract Administrator. Ditchouts must be constructed in a manner that diverts ditch water onto the forest floor and must have excavation backslopes no steeper than a 1:1 ratio.

4-35 WASTE MATERIAL DEFINITION

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

4-36 DISPOSAL OF WASTE MATERIAL

Purchaser may sidecast waste material on side slopes up to 45% if the waste material is compacted and free of organic debris. On side slopes greater than 55%, all waste material must be end hauled or pushed to the designated embankment sites and waste areas identified in Clause 4-37 WASTE AREA LOCATION.

4-37 WASTE AREA LOCATION

Purchaser shall deposit waste material in the listed designated areas. Additional waste areas may also be identified or approved by the Contract Administrator. The amount of material allowed in a waste area is at the discretion of the Contract Administrator.

<u>Road</u>	<u>Waste Area Location</u>	<u>Comments</u>
E373236E	1+50	Left Side
E373236H	4+29	Right Side
E373319E	21+40	Left Side
E373319E	52+95	Left Side
E373319G	50+00	Left Side
E373319G	64+70	Right Side
E373331G	5+40	Right Side

4-38 PROHIBITED WASTE DISPOSAL AREAS

Purchaser shall not deposit waste material in the following areas:

- Within 50 feet of a cross drain culvert.
- Within 100 feet of a live stream or wetland.
- Within a riparian management zone.
- Within a wetland management zone.
- On side slopes steeper than 45%.
- In locations that interfere with the construction of the road prism.
- In locations that impede drainage.
- Within the operational area for cable landings.
- Against standing timber.
- Outside the clearing limits.

4-46 COMMON BORROW

Common borrow consists of soil, and/or aggregate that is non-plastic and contains no more than 5% clay, organic debris, or trash by volume. The material is considered non-plastic if the fines in the sample cannot be rolled, between the hand and a smooth surface, into a thread at any moisture content. Common borrow material must be free of rocks greater than 6 inches in any dimension.

4-49 BORROW SOURCE

Purchaser shall obtain borrow material from the listed borrow source(s) or borrow sources identified or approved by the Contract Administrator. Development of the borrow source must be in accordance with a written BORROW SOURCE DEVELOPMENT PLAN to be submitted by the Purchaser and approved in writing by the Contract Administrator.

<u>Source</u>	<u>Location</u>	<u>Notes</u>
E373236E	25+48	Right Side
E373319E	42+87	Right Side
E373319E	45+90	Right Side
E373319E	56+27	Right Side
E373319G	47+68	Right Side
E373319G	67+90	Right Side
E373318E	26+87	Right Side
E373318E	59+96	Right Side

4-50 BORROW APPLICATION

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

<u>Road</u>	<u>Stations</u>	<u>Cubic Yards (Compacted)</u>	<u>Notes</u>
E373236E	26+30	10	Level road out
E373236E	29+40	20	Repair failed water bar
E373236E	35+05	30	
E373319G	3+20	50	Raise road prism 2 feet to reduce slope to 14%

4-55 ROAD SHAPING

Purchaser shall shape the subgrade and surface as shown on the TYPICAL SECTION SHEET. The subgrade and surface shape must ensure runoff in an even, un-concentrated manner, and must be uniform, firm, and rut-free. Purchaser shall accomplish all shaping using a motor grader with a minimum of 175 horsepower.

4-56 DRY WEATHER SHAPING

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

4-60 FILL COMPACTION

Purchaser shall compact all embankment and waste material. Minimum acceptable compaction is achieved by placing embankments in 1 foot or shallower lifts, and routing excavation equipment over the entire width of each lift. A plate compactor must be used for areas specifically requiring keyed embankment construction and for embankment segments too narrow to accommodate equipment. Waste material may be placed by end-dumping or sidecasting until sufficiently wide enough to support the equipment. Compaction with a plate compactor shall be made by a minimum of three full coverages; each lift shall not exceed 6 inches in depth.

4-61 SUBGRADE COMPACTION

Purchaser shall compact constructed and reconstructed subgrades by routing equipment over the entire width except ditch. Purchaser shall obtain written approval from the Contract Administrator for subgrade compaction before timber haul.

4-62 DRY WEATHER COMPACTION

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

SECTION 5 – DRAINAGE

5-1 REMOVAL OF SHOULDER BERMS

Purchaser shall remove berms from road shoulders. The construction of ditchouts is required where ponding could result from the effects of sidecast debris.

5-2 PUNCHEON REPLACEMENT

On the following road(s), Purchaser shall remove puncheons and replace them with a culvert as specified on the CULVERT & DRAINAGE LIST.

<u>Road</u>	<u>Stations</u>
E373318F	3+72

5-5 CULVERTS

Purchaser shall install culverts as part of this contract. Culverts must be installed concurrently with subgrade work and must be installed before subgrade compaction and rock application. Culvert locations and the minimum requirements for culvert length and diameter are designated on the CULVERT AND DRAINAGE LIST. Culvert, downspout, and flume lengths may be adjusted to fit as-built conditions and may not terminate directly on unprotected soil. Culverts meet the specifications in Clauses 10-15 through 10-24.

5-6 CULVERT TYPE

Purchaser shall install culverts made of steel in accordance with Clauses 10-15 through 10-24.

5-7 USED CULVERT MATERIAL

On temporary roads, Purchaser may install used culverts. All other roads must have new culverts installed. Purchaser shall obtain approval from the Contract Administrator for the quality of the used culverts before installation. Culverts must meet the specifications in Clauses 10-15 through 10-24.

5-12 UNUSED MATERIALS STATE PROPERTY

On required roads, any materials listed on the CULVERT AND DRAINAGE LIST that are not installed will become the property of the state. Purchaser shall stockpile materials as directed by the Contract Administrator.

5-15 CULVERT INSTALLATION

Culvert installation must be in accordance with the CULVERT AND DRAINAGE SPECIFICATIONS DETAIL and the National Corrugated Metal Pipe Association's "Installation Manual for Corrugated Steel Drainage Structures". Culverts 18" diameter and over shall be banded using lengths of no less than 10 feet, and no more than one length less than 16 feet. Shorter section of banded culvert shall be installed at the inlet end.

5-16 APPROVAL FOR LARGER CULVERT INSTALLATION

Purchaser shall obtain written approval from the Contract Administrator for the installation of culverts 30 inches in diameter and over before backfilling.

5-17 CROSS DRAIN SKEW AND SLOPE

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

5-18 CULVERT DEPTH OF COVER

All culverts must be installed with a depth of cover of not less than 1 foot of compacted subgrade over the top of the culvert at the shallowest point. Stream crossing culverts must be installed with a depth of cover specified in the CULVERT AND DRAINAGE SPECIFICATIONS DETAIL and recommended by the culvert manufacturer for the type and size of the pipe.

5-20 ENERGY DISSIPATERS

Purchaser shall install energy dissipaters in accordance with the CULVERT AND DRAINAGE SPECIFICATIONS DETAIL. Energy dissipater installation is subject to approval by the Contract Administrator. The type of energy dissipater and the amount of material must be consistent with the specifications listed on the CULVERT AND DRAINAGE SPECIFICATIONS DETAIL. Rock used for energy dissipaters must be Light Loose Rip Rap. Placement must with a zero-drop-height only. No placement by end dumping or dropping of rock is allowed.

5-25 CATCH BASINS

Purchaser shall construct catch basins in accordance with CULVERT AND DRAINAGE SPECIFICATIONS DETAIL. Minimum dimensions of catch basins are 4 feet wide and 4 feet long with back slopes consistent with Clause 4-5 CUT SLOPE RATIO.

5-26 HEADWALLS FOR CROSS DRAIN CULVERTS

Purchaser shall construct headwalls in accordance with the CULVERT AND DRAINAGE SPECIFICATIONS DETAIL at all cross drain culvert, except for temporary culverts. Rock used for headwalls must meet the specifications for Light Loose Rip Rap. Rock must be placed on shoulders, slopes, and around culvert inlets and outlets. Minimum specifications require that rock be placed at a width of one culvert diameter on each side of the culvert opening, and to a height of one culvert diameter above the top of the culvert. Rock may not restrict the flow of water into culvert inlets or catch basins. Placement must be with a zero-drop-height only. No placement by end dumping or dropping of rock is allowed.

5-27 ARMORING FOR CULVERTS

Purchaser shall place Light Loose Rip Rap in conjunction with or immediately following construction of the embankment. Rock must be placed on shoulders, slopes, and around culvert inlets and outlets as designated on the CULVERT & DRAINAGE LIST and CULVERT AND DRAINAGE SPECIFICATIONS DETAIL. Rock may not restrict the flow of water into culvert inlets or catch basins. Placement must be with a zero-drop-height only. No placement by end dumping or dropping of rock is allowed. Light Loose Rip Rap must meet the specifications in Clause 6-50 LIGHT LOOSE RIP RAP.

5-28 ARMORING FOR ARMORED DIPS

At the following locations, Purchaser shall place Light Loose Rip Rap in accordance with the ARMORED ROLLING DIP DETAIL. Placement must be with a zero-drop-height only. No placement by end dumping or dropping of rock is allowed. Light loose rip rap shall meet the specifications in Clause 6-50 LIGHT LOOSE RIP RAP.

<u>Road</u>	<u>Stations</u>	<u>Rock Type</u>	<u>Volume (CY)*</u>
E373236H	3+08	4-Inch In-Place	10
E373319G	24+25	4-Inch In-Place	10
E373319G	48+00	4-Inch In-Place	10

*Quantity refers to compacted volume.

5-30 DRIVABLE WATERBAR CONSTRUCTION

Purchaser shall construct drivable waterbars in accordance with the DRIVABLE WATERBAR DETAIL. Minimum frequency of drivable waterbars shall be at a maximum spacing of 300 feet horizontal or one for every 10 feet of vertical change. Where grade exceeds 15% slope, minimum frequency of drivable waterbars shall be at a maximum spacing of 150 feet horizontal.

Purchaser shall not install water bars on any portions of the following roads that contain rock surfacing, unless directed by the Contract Administrator.

<u>Road</u>	<u>Stations</u>
E373318E	34+08 to 69+76
E373319E	0+00 to 19+50
E373319F	0+00 to 10+85
E373319G	0+00 to 15+61
E373319H	0+00 to 15+04
E373320A	0+00 to 130+54

5-31 ROLLING DIP CONSTRUCTION

Purchaser shall construct rolling dips in accordance with the ROLLING DIP DETAIL and as specified on the CULVERT AND DRAINAGE LIST. Rolling dips must be installed concurrently with construction of the subgrade and must be maintained in an operable condition.

5-33 NATIVE SURFACE ROADS

If overwintered, native surface roads must be waterbarred by November 1. Purchaser shall construct waterbars according to the attached DRIVABLE WATERBAR DETAIL at a maximum spacing that will produce a vertical distance of no more than 10 feet between waterbars or between natural drainage paths, and with a maximum spacing of 300 feet. Where grade exceeds 15% slope, minimum frequency of drivable waterbars shall be at a maximum spacing of 150 feet horizontal.

SECTION 6 – ROCK AND SURFACING

6-2 ROCK SOURCE ON STATE LAND

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

plan must be developed. All parties shall follow this plan. Purchaser shall notify the Contract Administrator a minimum of 3 calendar days before starting any operations in the listed locations.

<u>Source</u>	<u>Location</u>	<u>Rock Type</u>
E373236E	STA 0+50, Right Side	3-Inch Minus Rock

6-5 ROCK FROM COMMERCIAL SOURCE

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

<u>Possible Source</u>	<u>Location</u>
Bolder Operations, LLC	16330 N Highway 21, Republic, WA 99166-9623

6-11 ROCK SOURCE DEVELOPMENT PLAN BY PURCHASER

Purchaser shall conduct rock source development and use at the following sources, in accordance with a written ROCK SOURCE DEVELOPMENT PLAN to be prepared by the Purchaser. The plan is subject to written approval by the Contract Administrator before any rock source operations. Upon completion of operations, the rock source must be left in the condition specified in the ROCK SOURCE DEVELOPMENT PLAN, and approved in writing by the Contract Administrator. Purchaser shall notify the Contract Administrator a minimum of 3 calendar days before starting any operations in the rock source.

<u>Source</u>	<u>Location</u>	<u>Rock Type</u>
E373236E	STA 0+50, Right Side	4-Inch In-Place Rock

Rock source development plans prepared by the Purchaser must show the following information:

- Rock source location.
- Rock source overview showing access roads, development areas, stockpile locations, waste areas, and floor drainage.
- Rock source profiles showing development areas, bench locations including widths, and wall faces including heights.

6-12 ROCK SOURCE SPECIFICATIONS

Rock sources must be in accordance with the following specifications:

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

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

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

6-21 IN-PLACE PROCESSING

Purchaser may use in-place processing, such as a grid roller or other method, if suitable crushing can be demonstrated to meet the surfacing size-specified in Clause 6-38 4-INCH IN-PLACE ROCK. Purchaser shall use in-place processing, such as a grid roller, mobile linear crusher, or other method of in-place processing to produce 4-inch in-place rock. Rock must meet the surfacing size specified in Clause 6-38 4-INCH IN-PLACE ROCK. Purchaser shall remove any existing organic debris before the start of in-place crushing operations. The use of in-place processing methods is subject to written approval by the Contract Administrator.

6-22 FRACTURE REQUIREMENT FOR ROCK

A minimum of 50% by visual inspection of coarse aggregate must have at least one fractured face. Coarse aggregate is the material greater than 1/4-inch in size.

6-23 ROCK GRADATION TYPES

Purchaser shall provide or manufacture rock in accordance with the types and amounts listed in the ROCK LIST. Rock must meet the following specifications for gradation and

uniform quality. The exact point of evaluation for conformance to specifications will be determined by the Contract Administrator.

6-38 4-INCH IN-PLACE ROCK

4-inch in-place rock must have a minimum of 90 percent of the top 4 inches of the running surface pass a 4-inch square opening.

In-place rock may not contain organic debris and trash. No more than 50 percent of rock may be larger than 6 inches in any dimension and no rock may be larger than 8 inches in any dimension.

6-41 SELECT PIT RUN ROCK

No more than 50 percent of the rock may be larger than 6 inches in any dimension and no rock may be larger than 8 inches in any dimension. Select Pit Run rock may not contain organic debris, dirt, and trash. Rock may require processing to meet this specification.

6-50 LIGHT LOOSE RIP RAP

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

<u>Quantity</u>	<u>Approximate Size Range</u>
20% to 90%	500 lbs. to 1 ton (18" - 28")
15% to 80%	50 lbs. to 500 lbs. (8" - 18")
10% to 20%	3 inch to 50 lbs. (3" - 8")

6-55 ROCK APPLICATION MEASURED BY COMPACTED DEPTH

Measurement of specified rock depths, are defined as the compacted depth(s) using the compaction methods required in this road plan. Estimated quantities specified in the ROCK LIST are compacted yards. Purchaser shall apply adequate amounts of rock to meet the specified rock depths. Specified rock depths are minimum requirements and are not subject to reduction.

6-70 APPROVAL BEFORE ROCK APPLICATION

Purchaser shall obtain written approval from the Contract Administrator for before rock application.

6-71 ROCK APPLICATION

Purchaser shall apply rock in accordance with the specifications and quantities shown on the ROCK LIST. Rock must be spread, shaped, and compacted full width concurrent with rock hauling operations. Road surfaces must be compacted by routing equipment over the entire width.

6-73 ROCK FOR WIDENED PORTIONS

Purchaser shall apply rock to turnarounds, turnouts, and areas with curve widening to the same depth and specifications as the traveled way.

6-76 DRY WEATHER ROCK COMPACTION

The Contract Administrator may require the application of water to facilitate compaction of the rock surfacing. The method of water application is subject to approval by the Contract Administrator.

6-80 WATERING for dust abatement

Purchaser shall use water for dust abatement as directed by the Contract Administrator.

SECTION 7 – STRUCTURES

7-5 STRUCTURE DEBRIS

Purchaser shall not allow debris from the installation or removal of structures to enter any stream. Components removed from existing structures(s) must be removed from state land. Purchaser shall maintain a clean jobsite, with all materials stored away from the high water mark or other area presenting a risk of the materials entering a stream. Debris entering any stream must be removed immediately, and placed in the site(s) designated for stockpiling or. Purchaser shall retrieve all material carried downstream from the jobsite.

7-6 STREAM CROSSING INSTALLATION

Purchaser shall install stream crossing structures in accordance with the manufacturer's requirements.

7-7 BANK PROTECTION FOR STREAM CROSSING STRUCTURES

Purchaser must construct bank protection in accordance with the stream crossing, design, specifications, and details.

7-56 STEEL PIPE, PIPE ARCH, AND STRUCTURAL PLATE INSTALLATION

Purchaser shall install steel pipe, pipe arches, and structural plate culverts in accordance with the National Corrugated Steel Pipe Association "Installation Manual for Corrugated Steel Pipe, Pipe Arches, and Structural Plate." Installation is subject to the inspection and approval of the Contract Administrator before placement and backfill. The latest edition of the NCSA Installation Manual can be found at www.ncspa.org.

7-57 CULVERT SHAPE CONTROL

Purchaser shall monitor the culvert shape during backfill and compaction. Special attention must be paid to maintaining the structure's rise dimensions, concentricity, and

smooth uniform curvature. If compaction methods are resulting in peaking or deflection of the culvert, Purchaser shall modify the compaction method to achieve the appropriate end result.

7-70 GATE CLOSURE

Purchaser shall keep metal gates closed and locked except during periods of haul. Purchaser shall keep 4-wire gates closed during periods of haul except for passing vehicles, unless approved by the Contract Administrator. All gates that remain open during haul must be locked or securely fastened in the open position. All gates must be closed at termination of use.

<u>Road</u>	<u>Station</u>	<u>Type</u>
E373236E	1+06	4-Wire Gate
E373319E	21+60	Metal Gate
E373320E	0+42	4-Wire Gate
E373331G	1+35	Metal Gate

7-76 GATE INSTALLATION

Purchaser shall install the listed gate(s). Gate installations must be completed before timber haul.

<u>Road</u>	<u>Station</u>	<u>Type</u>	<u>Provided by</u>
E373319E	21+60	Stock Gate	State
E373331G	1+35	Stock Gate	State

Stock gate installation(s) must be in accordance with the STOCK GATE (TUBE GATE) DETAIL.

The gate must be installed plumb and aligned to ensure all mating components match with precision. Each post must be poured-in-place concrete. The gate must be installed with a post and locking device to allow the gate to be locked in an open position. The Contract Administrator will provide Purchaser with a padlock.

If Purchaser wishes to install an alternate design, detailed plans for the construction of the gate must be submitted to the Contract Administrator. Purchaser shall obtain written approval for the plans from the Contract Administrator or their designee, before gate installation begins.

7-77 GATE SUPPLIED BY STATE

Gates will be located at Fire Camp Road, Loomis, WA, 98827 . After arranging with the Contract Administrator, Purchaser shall transport the gates and tie-back posts to the installation sites.

7-78 TEMPORARY GATE INSTALLATION

Purchaser shall install the listed gate(s). Gate installations must be completed before timber haul.

<u>Road</u>	<u>Station</u>	<u>Type</u>	<u>Provided by</u>
E373318E	34+08	Stock Gate	State

Stock gate installation(s) must be in accordance with the STOCK GATE (TUBE GATE) DETAIL with the exception of the concrete.

The gate must be installed plumb and aligned to ensure all mating components match with precision. Each post must be barried to depth but there will be no concrete. The gate must be installed with a post and locking device to allow the gate to be locked in an open position. The Contract Administrator will provide Purchaser with a padlock.

If Purchaser wishes to install an alternate design, detailed plans for the construction of the gate must be submitted to the Contract Administrator. Purchaser shall obtain written approval for the plans from the Contract Administrator or their designee, before gate installation begins.

The gate will be removed at the end of use and returned to Highlands Camp at the expense of the Purchaser.

7-80 FENCE INSTALLATION

At the following location(s), Purchaser shall provide and install a wood or steel-post fence in accordance with the 4 STRAND STANDARD POST AND WIRE FENCE DETAIL at the end of haul as determined by the Contract Administrator. New construction and replacement of fencing must tie into any existing fences and gates near required construction.

<u>Road</u>	<u>Stations</u>
E373318E	34+08

7-81 4-WIRE GATE RECONSTRUCTION

Purchaser shall reconstruct the following existing gate(s) in accordance with the 4 STRAND WIRE GATE AND GATE BRACE DETAIL.

<u>Road</u>	<u>Stations</u>
E373320E	0+42

7-82 4-WIRE GATE INSTALLATION

On the following road(s), Purchaser shall provide and install 4-wire gates in accordance with the 4 STRAND WIRE GATE AND GATE BRACE DETAIL. Gates must be installed to connect into the existing fencing.

<u>Road</u>	<u>Stations</u>
E373236E	1+06

SECTION 9 – POST-HAUL ROAD WORK

9-1 EARTHEN BARRICADES

Purchaser shall construct barricades in accordance with the SPOILS BERM DETAIL. Barricades shall be constructed on the following roads after the completion of timber haul and before the termination of this contract.

<u>Road</u>	<u>Stations</u>
E373318E	30+51
E373318E	34+08
E373319E	49+42, 52+65
E373319G	42+10
E373319G	67+00

9-3 CULVERT MATERIAL REMOVED FROM STATE LAND

Culverts removed from roads become the property of the Purchaser and must be removed from state land.

9-5 POST-HAUL MAINTENANCE

Purchaser shall perform post-haul maintenance in accordance with the FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS.

9-10 LANDING DRAINAGE

Purchaser shall provide for drainage of the landing surface, to the approval, in writing of the Contract Administrator.

9-11 LANDING EMBANKMENT

Purchaser shall slope landing embankments to the original construction specifications.

9-20 ROAD DECOMMISSIONING

Purchaser shall decommission the following roads before the termination of this contract.

<u>Road</u>	<u>Stations</u>	<u>Type</u>
-------------	-----------------	-------------

E373319E	49+42 to 59+20	Light Decommissioning
E373319G	42+10 to 87+09	Light Decommissioning

9-22 LIGHT DECOMMISSIONING

- Remove road shoulder berms except as directed.
- Construct drivable waterbars according to the attached DRIVABLE WATERBAR DETAIL at a maximum spacing that will produce a vertical drop of no more than 10 feet between waterbars or between natural drainage paths and with a maximum spacing of 100 feet, or as marked in the field.
- Skew waterbars at least 30 degrees from perpendicular to the road centerline on roads in excess of 3 percent grade.
- Key waterbars into the cut-slope to intercept the ditch. Waterbars must be outsloped to provide positive drainage. Outlets must be on stable locations.
- Block roads with earthen barricades in accordance with the attached SPOILS BERM DETAIL.

SECTION 10 MATERIALS

10-15 CORRUGATED STEEL CULVERT

Metallic coated steel culverts must meet AASHTO M-36 (ASTM A-760) specifications. Culverts must be *galvanized (zinc coated meeting AASHTO M-218).

10-21 METAL BAND

Metal coupling and end bands must meet the AASHTO specification designated for the culvert and must have matching corrugations. Culverts 24 inches and smaller must have bands with a minimum width of 12 inches. Culverts over 24 inches must have bands with a minimum width of 24 inches.

10-24 GAUGE AND CORRUGATION

Unless otherwise stated in the engineer’s design, metal culverts must conform to the following specifications for gauge and corrugation as a function of diameter.

<u>Diameter</u>	<u>Gauge</u>	<u>Corrugation</u>
18"-36"	16 (0.064")	2 2/3" X 1/2"
48"	14 (0.079")	2 2/3" X 1/2"
54" to 96"	12 (0.109")	3" X 1"

FOREST ROAD ACCESS
Road Maintenance Specifications

Prior to Acceptance of Contract or Acceptance on Timber Sale

A. Cuts and Fills

- (1) Maintain slope lines as constructed. Remove slides from the ditches and roadway. Replace fills to 1 ½:1 slopes with selected material or as directed. Remove overhanging material from cut slopes.
- (2) Material from slides or other sources requiring removal must not be deposited in streams or at locations where it will erode into streams or water courses.
- (3) Undesirable slide materials and debris must not be allowed to contaminate or mix with surface material.

B. Roadway Surfaces

- (1) Grade and shape road surface, turnouts and shoulder to original crown, inslope or outslope as directed to provide suitable traveled surface and surface water runoff in an even, unconcentrated manner.
- (2) Blading must not undercut backslopes at bottom of cut slopes.
- (3) Watering may be required to control dust and to retain fine surface rock.
- (4) Desirable surface material shall not be bladed off roadway.
- (5) Replace surface material lost or worn away.
- (6) Remove berms except as otherwise directed by the State.

C. Drainage

- (1) Keep ditches and drainage channels at outlets and inlets of culverts clear of obstructions.
- (2) Inspect and clean culverts at least monthly, with additional inspection during storms and periods of high runoff. This must be done even during periods of inactivity.
- (3) Place non erodable material or rock at drainage outfalls.
- (4) Keep silt bearing surface runoff from contaminating live streams.

D. Structures

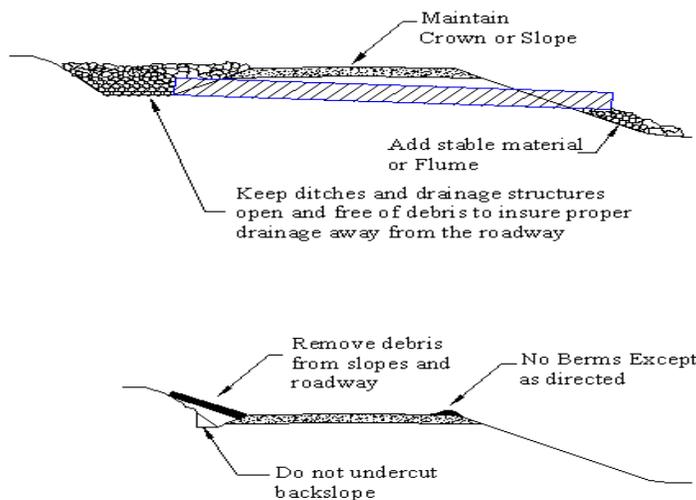
- (1) Repair bridges, culverts, cattle guards, fences and other road structures to conditions required by construction specifications.

E. Termination of Use, or End of Season

- (1) Do maintenance work to minimize damage from the elements such as blading to insure correct runoff, ditch and culvert clearing and water bars.

F. Debris

- (1) Remove fallen timber, limbs, stumps from slopes and roadway, ditchlines and culvert inlets.

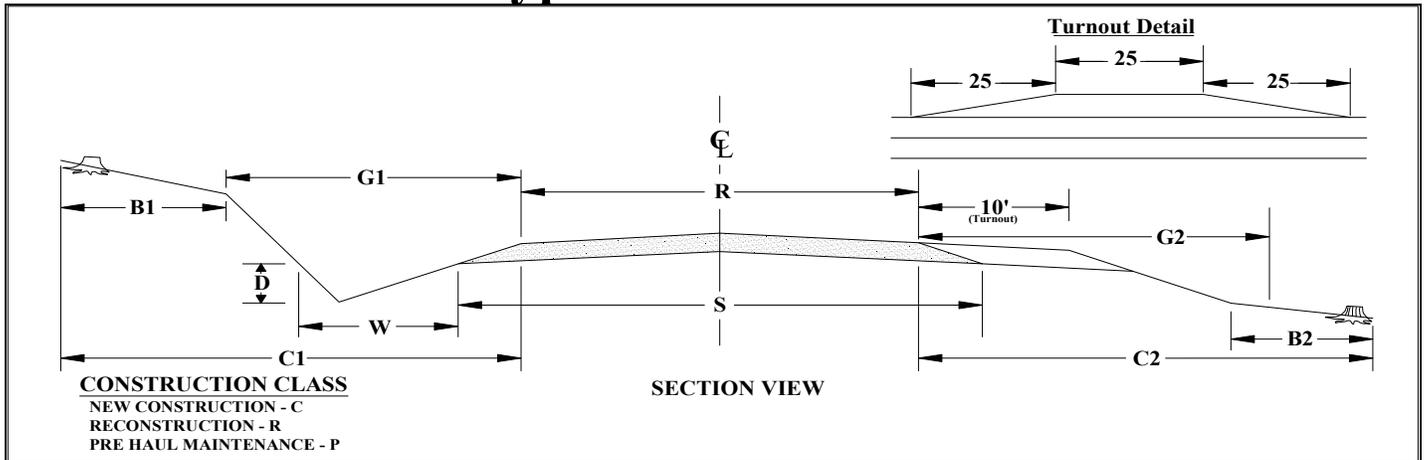


State of Washington
Department of Natural Resources

Application No. : 30-106084

Name of Sale: Klondike

Typical Section Sheet



ROAD NAME	START STATION	END STATION	CONSTRUCTION CLASS	SUBGRADE WIDTH (S)	ROAD WIDTH (R)	INSLOPE "/10'	OUTSLOPE "/10'	CROWN " AT CL	DITCH WIDTH (W)	DITCH DEPTH (D)	DITCH 2 SIDES			GRUBBING CUT BANK (G)	GRUBBING FILL TOE (G2)	ROAD CUT CLEARING (B)	ROAD FILL CLEARING (B)	R/W CUT CLEARING (C1)	R/W FILL CLEARING (C2)
E373236E	0+00	23+44	C	14		4										6	6		
E373236E	23+44	70+25	P		12	4								3	3			6	6
E373236H	0+00	5+29	C	14		4										6	6		
E373318E	17+22	20+16	P		12	4								3	3			6	6
E373318E	20+16	34+08	C	14		4										6	6		
E373318E	34+08	69+76	P		12	4								3	3			6	6
E373318F	0+00	1+68	C	14		4										6	6		
E373318F	1+68	3+22	P		12	4								3	3			6	6
E373318F	3+22	4+22	P		12			3	3	1				3	3			6	6
E373318F	4+22	8+40	P		12	4								3	3			6	6
E373318K	0+00	11+12	P		12	4								3	3			6	6
E373318K	11+12	14+48	C	14		4										6	6		
E373319E	0+00	19+50	P		12	4								3	3			6	6
E373319E	19+50	43+12	C	14		4										6	6		
E373319E	43+12	44+12	C	14				3	3	1						6	6		
E373319E	44+12	56+52	C	14		4										6	6		
E373319E	56+52	57+52	C	14				3	3	1						6	6		
E373319E	57+52	59+20	C	14		4										6	6		
E373319F	0+00	10+85	P		12	4								3	3			6	6
E373319G	0+00	15+61	P		12	4								3	3			6	6
E373319G	15+61	47+50	C	14		4										6	6		
E373319G	47+50	48+50	C	14				3	3	1						6	6		
E373319G	48+50	68+15	C	14		4										6	6		

*= Optional

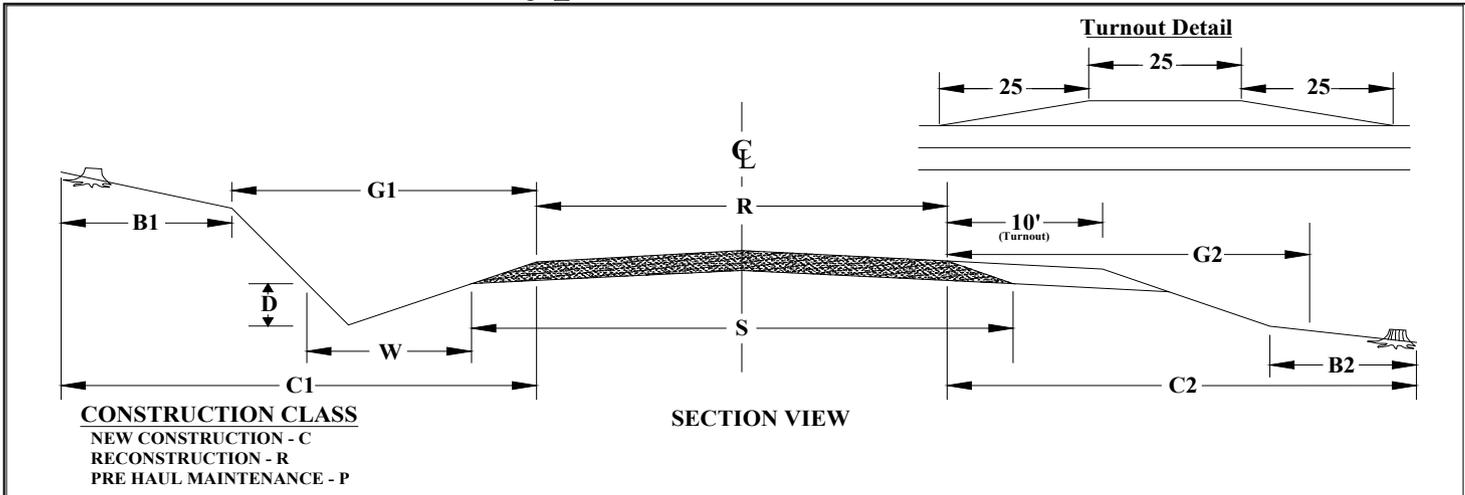
Date: 10-05-2023

State of Washington
Department of Natural Resources

Application No. : 30-106084

Name of Sale: Klondike

Typical Section Sheet



ROAD NAME	START STATION	END STATION	CONSTRUCTION CLASS	SUBGRADE WIDTH (S)	ROAD WIDTH (R)	INSLOPE "/>10'	OUTSLOPE "/>10'	CROWN " AT CL	DITCH WIDTH (W)	DITCH DEPTH (D)	DITCH 2 SIDES			GRUBBING CUT BANK (G1)	GRUBBING FILL TOE (G2)	ROAD CUT CLEARING (B1)	ROAD FILL CLEARING (B2)	R/W CUT CLEARING (C1)	R/W FILL CLEARING (C2)
E373319G	68+15	69+15	C	14				3	3	1						6	6		
E373319G	69+15	87+09	C	14			4									6	6		
E373319H	0+00	15+04	C	14			4									6	6		
E373319J	0+00	9+82	C	14			4									6	6		
E373319K	0+00	6+02	C*	14			4									6	6		
E373320A	0+00	130+54	P		12		4						3	3				6	6
E373320E	0+00	33+81	P		12		4						3	3				6	6
E373320E	33+81	36+81	C	14			4									6	6		
E373331G	0+00	5+81	C	14			4									6	6		

*= Optional

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Application No.: 30-106084

Name of Sale: Klondike

Date: 10/05/2023

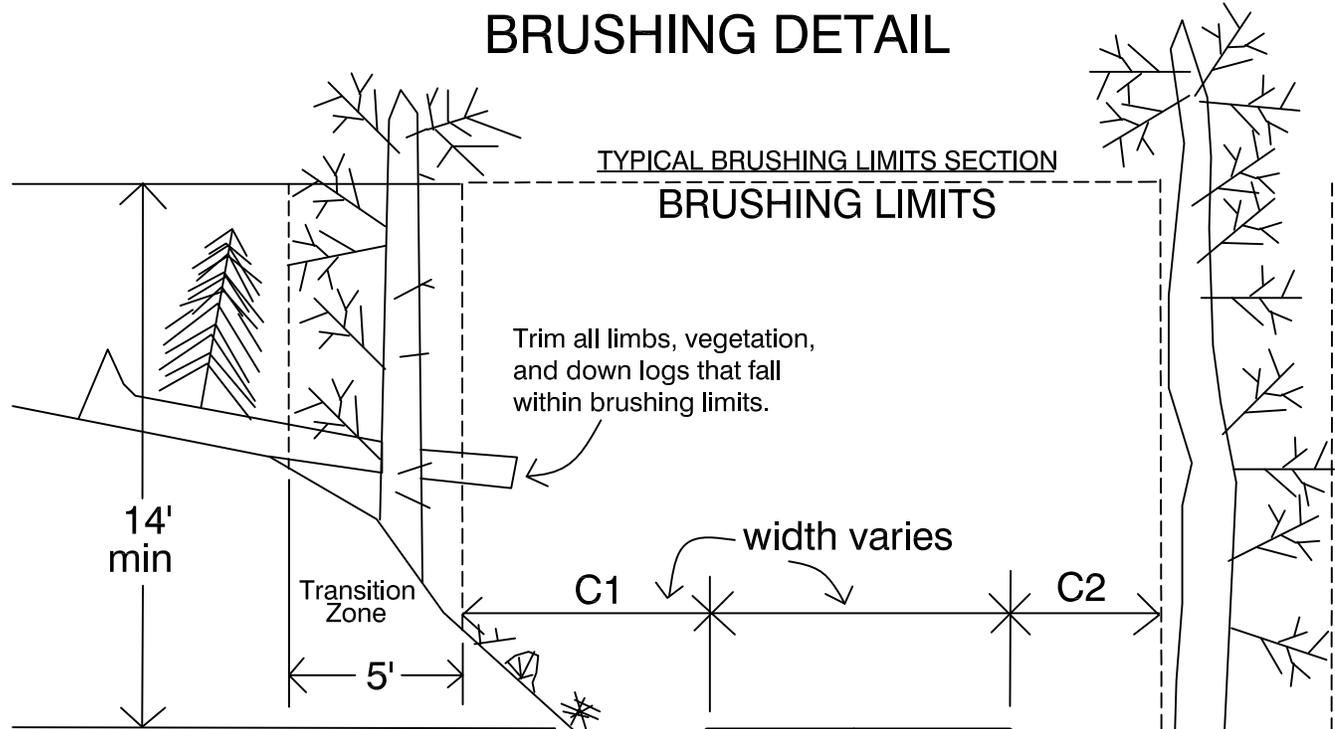
CULVERT & DRAINAGE LIST

Road Name	Station	CULVERT			LENGTH			RIPRAP			Ditch	Staked	Rolling Dip	Notes
		Diameter (in)	Gauge	Skew	Culvert (ft)	Downspout	Flume	Inlet C.Y.	Outlet C.Y.	Catchbasin				
E373236E	14+76											Y	9	
E373236H	3+08											Y	12	
E373318F	3+72	24	16		34		1	1					1,2,6,10,11	
E373319E	43+62	24	16		40		1	1					1,2,6,10,11	
E373319E	57+02	30	16		44		1	1					1,2,6,10,11	
E373319G	24+25											Y	12	
E373319G	48+00											Y	12	
E373319G	68+65	30	16		56		1	1					1,2,6,10,11	
E373320E	1+00											Y	9	
E373320E	21+24												13	
E373331G	0+12	18	16		40		1	1					1,2,6,10,11	

STRUCTURE NOTES

1. Install Headwall - See Detail D1
2. Install Catchbasin - See Detail D1
3. Armor Catchbasin - See Detail D1
4. Armor Ditch
5. Heavy Loose RipRap
6. Light Loose RipRap
7. Step Bevel Pipe Ends
8. Remove Existing Pipe
9. See Rolling Dip Detail D5
10. See Pipe Installation Detail D1
11. Install Energy dissipator - See D1
12. Install Armored Dip- See D6
13. Install ditch out

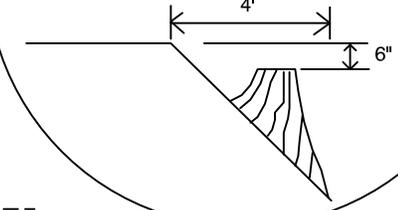
BRUSHING DETAIL



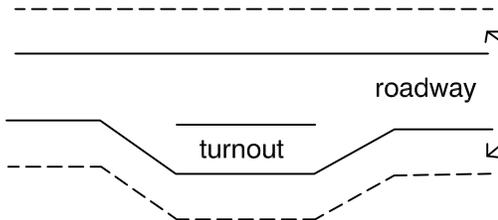
All limbs on standing trees that extend into the brushing limits shall be trimmed within 6" of the stem

Any trees less than 6" in diameter shall be cleared within the transition zones.

Trim all stumps and vegetation within 4' of edge of road and in ditch to at least 6" below the elevation of the edge of road.

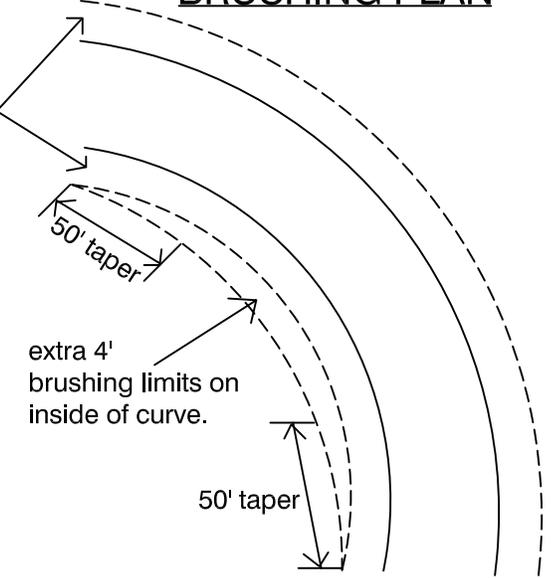


CURVE BRUSHING PLAN



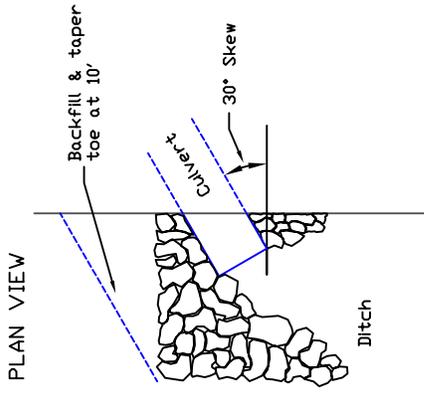
TURNOUT BRUSHING PLAN

1. All vegetation within the brushing limits shall be cut to within 8" of the ground unless otherwise directed by the contract administrator.
2. All brush, trees limbs, etc. shall be removed from the road surface and ditchline.
3. All debris that may roll or migrate into the ditchline shall be removed.

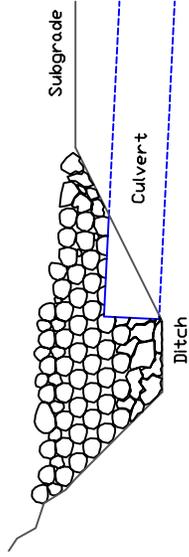


Brushing limits as shown on typical section

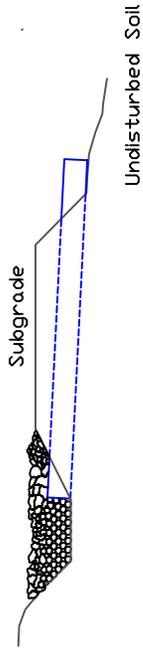
CULVERT AND DRAINAGE SPECIFICATIONS DETAIL - D1



HEADWALLS

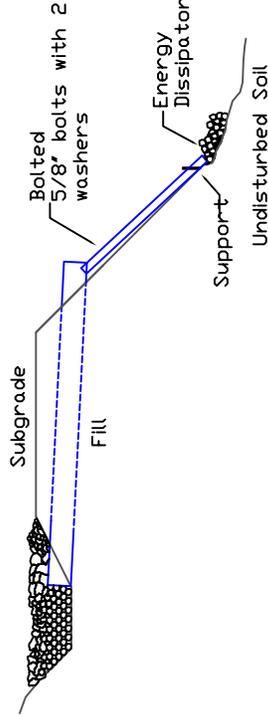


Headwall to be constructed of material that will resist erosion



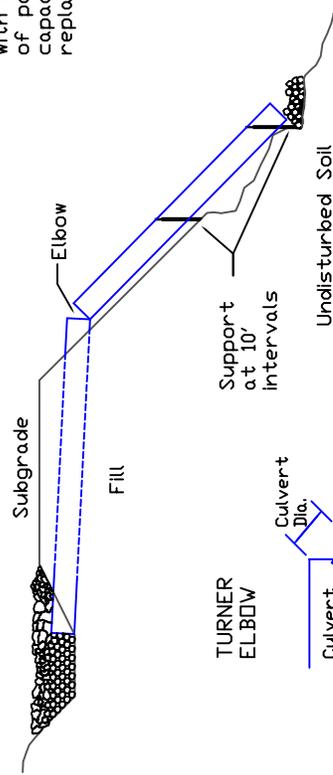
FLUME

Use where ground conditions are uniform, providing for stability of flume.



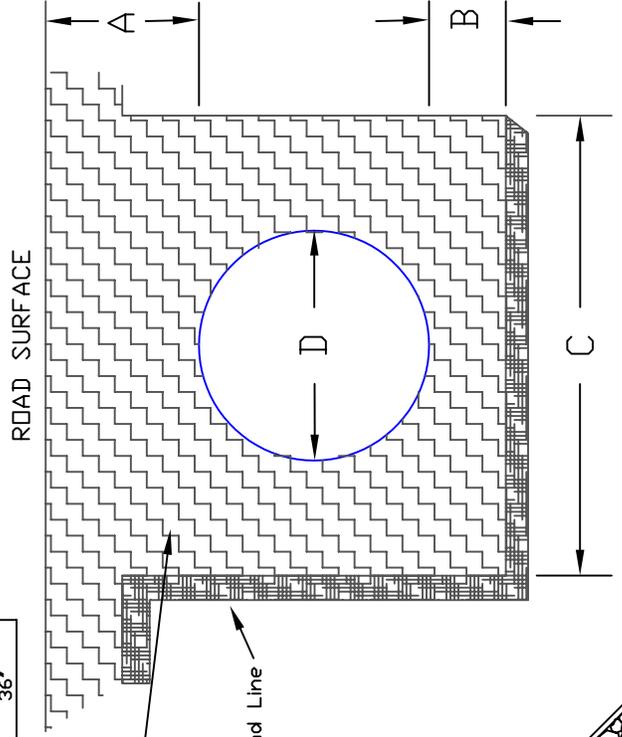
DOWNSPOUT

Use where ground conditions are irregular.



Minimum Cover	A	Minimum Bed Depth	B	Min. Trench Width	C	Nominal Diameter	D
12"	12"	6"	36"	18"	18"	18"	18"
12"	12"	6"	42"	24"	24"	24"	24"
12"	12"	6"	48"	30"	30"	30"	30"
12"	12"	6"	54"	36"	36"	36"	36"

CULVERT BACKFILL & BASE PREPARATION
(For Culverts Less Than 36')

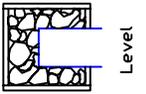


BEDDING MATERIAL:

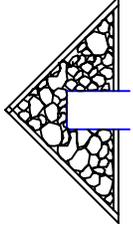
Use granular material - 3' minus. Large rocks shall be replaced with suitable material. Materials of poor or non-uniform bearing capacity shall be removed and replaced with suitable fill.

DISSIPATOR SPEC'S

Size in Culvert Diameters
Area 2 X 2
Depth 1
Aggregate 1/3



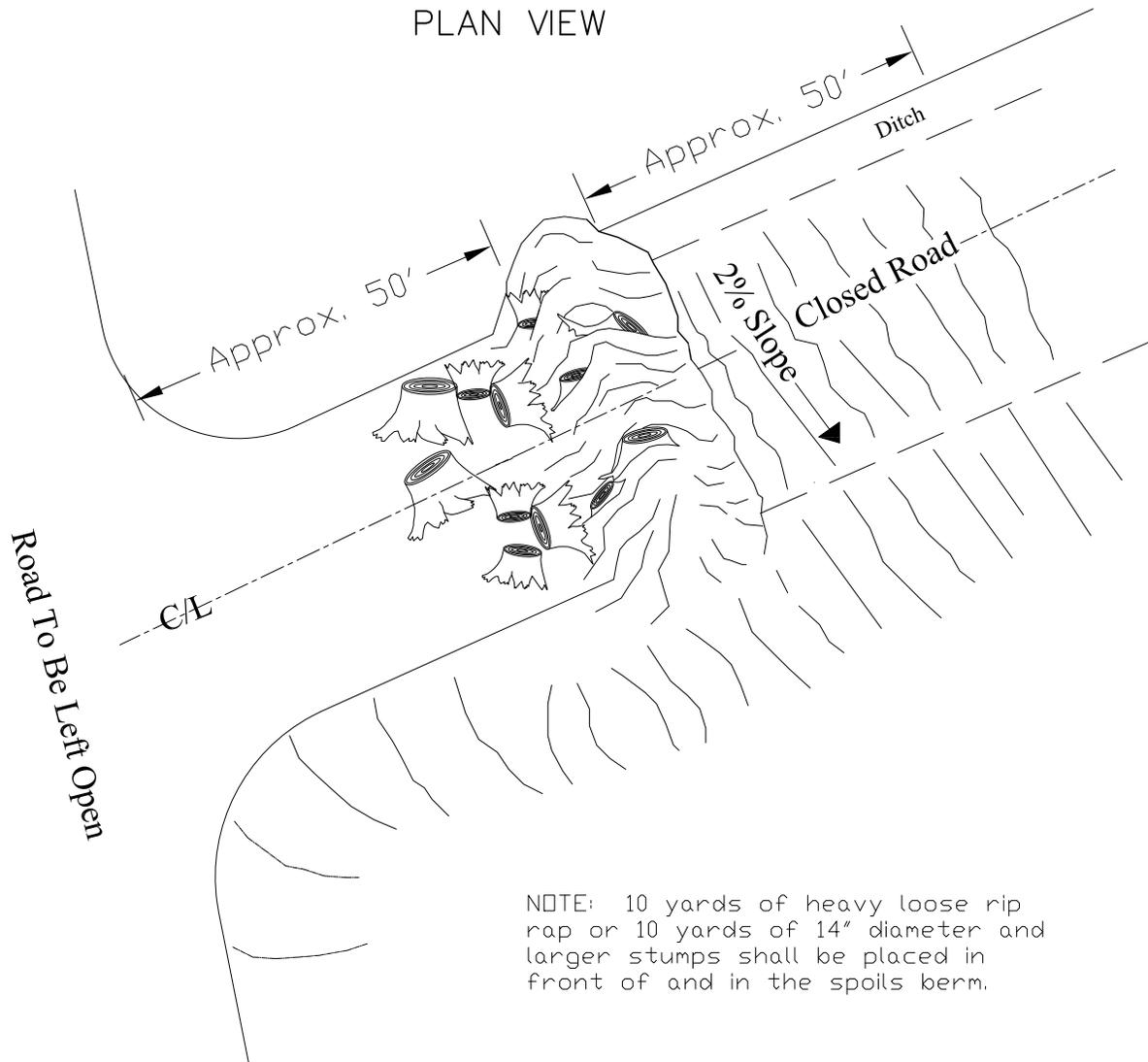
Level



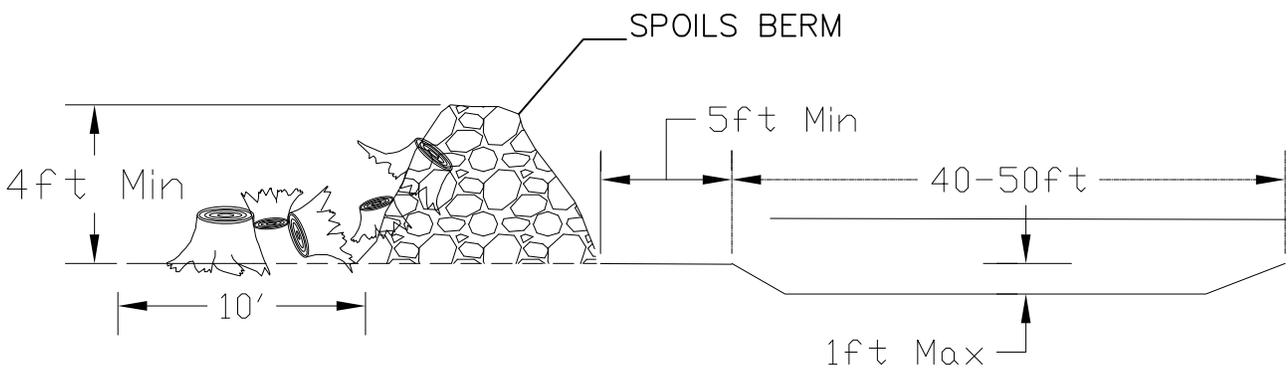
Side Hill

SPOILS BERM DETAIL-D8

PLAN VIEW

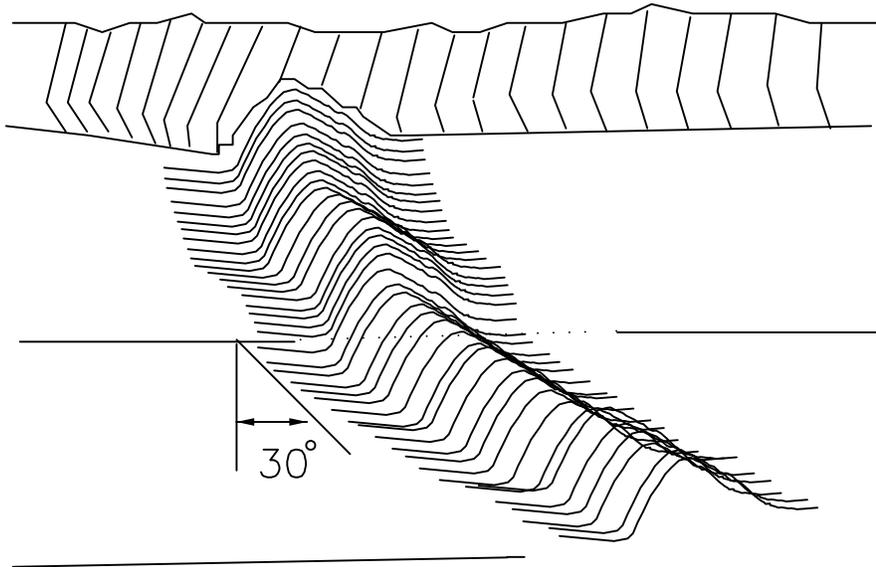


NOTE: 10 yards of heavy loose rip rap or 10 yards of 14" diameter and larger stumps shall be placed in front of and in the spoils berm.

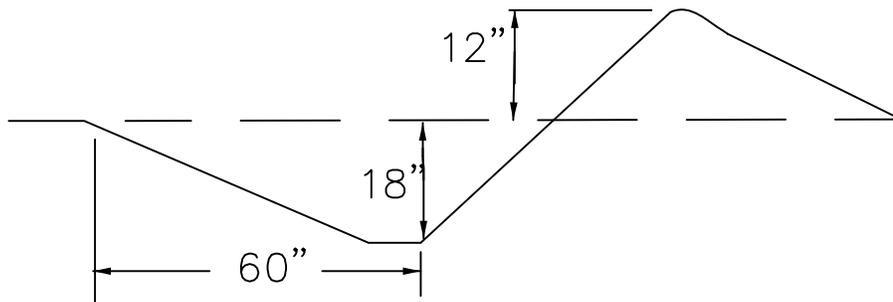


Note: $\frac{1}{3}$ of stumps or rip rap shall be partially buried in the spoils berm and/or road surface.

Top View

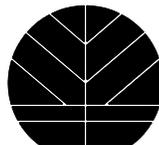


Side View



1. Waterbar construction for forest roads with little or no traffic.
2. Specifications are average and may be adjusted to conditions.
3. Bottom of waterbar must be outsloped to ensure proper drainage.
4. Rock outlet if steep fill slope is present.

Driveable Waterbar Detail



WASHINGTON STATE DEPARTMENT OF
Natural Resources

Northeast Region
Colville, Washington

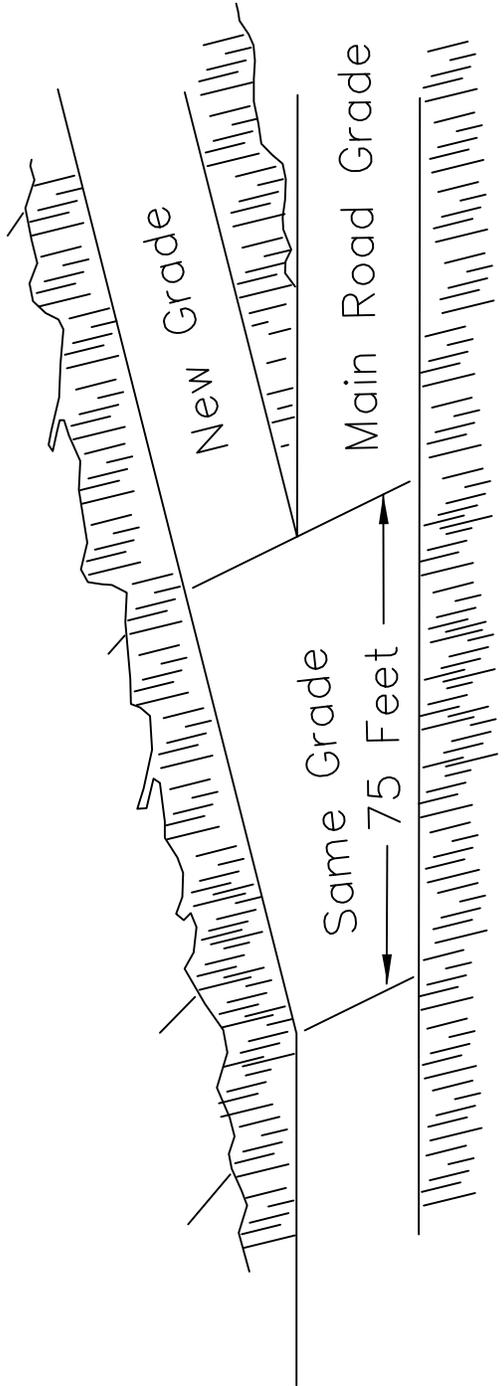
Designed By: Stash Slabinski 9/06/05

Drawn By: Stash Slabinski 9/06/05

Revised:

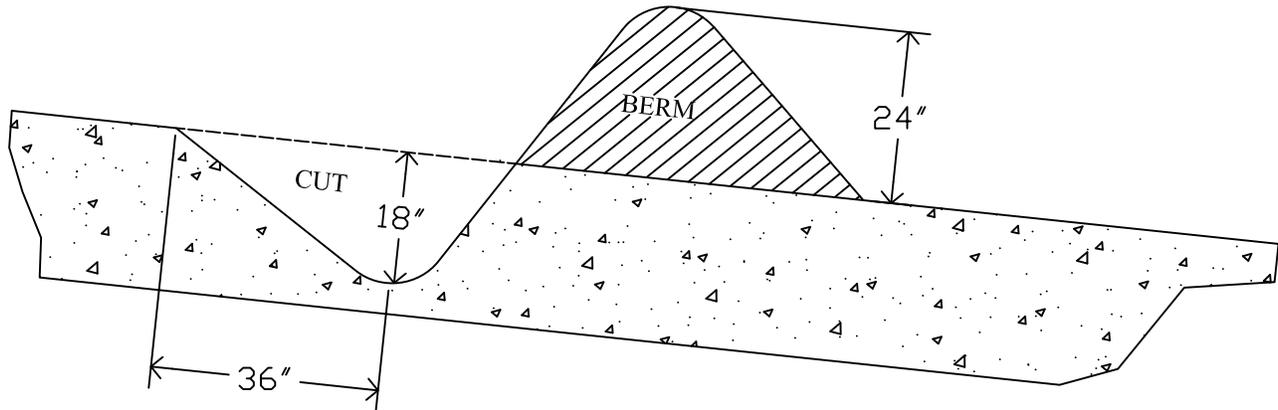
1 OF 1

Intersection Detail



Main road and spur must have the same grade until there is horizontal separation from each other.

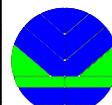
Non-Driveable Water Bar Detail



Notes:

1. WATERBAR CONSTRUCTION FOR FOREST ROADS WITH NO TRAFFIC. SPECIFICATIONS ARE AVERAGE AND MAY BE ADJUSTED TO CONDITIONS.
2. TIE BERM INTO BANK. IF DITCH EXISTS, TIE CUT INTO DITCH.
3. CONSTRUCT CROSS DRAIN BERM APPROXIMATELY 24 IN. HIGH.
4. CUT WATERBAR A MINIMUM OF 18 IN.
5. ENSURE PROPER DRAINAGE AT OUTLET.
6. SKEW WATERBAR 30 DEGREES DOWNGRADE WITH ROAD CENTERLINE.

Non-Driveable Waterbar Detail



WASHINGTON STATE DEPARTMENT OF
Natural Resources

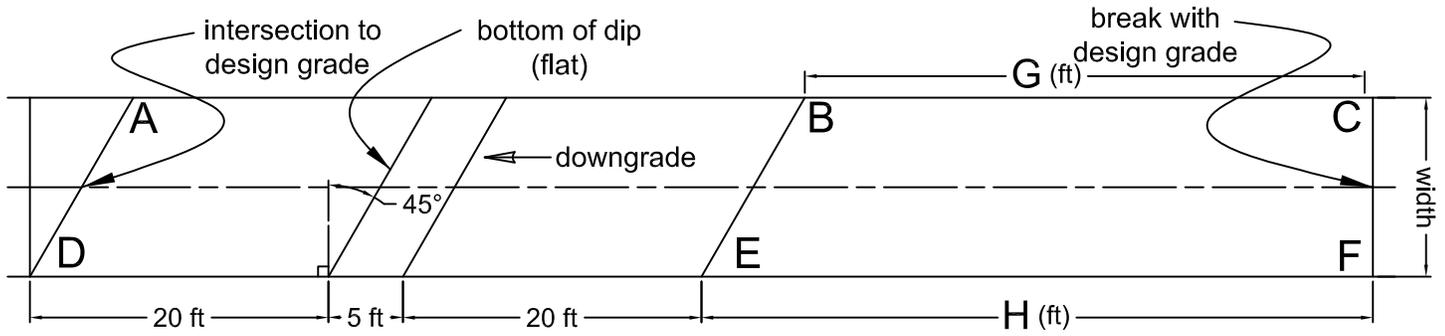
Northeast Region Colville, Washington		
Designed By:	Stash Slabinski	4/21/05
Drawn By:	Stash Slabinski	4/21/05

Revised:

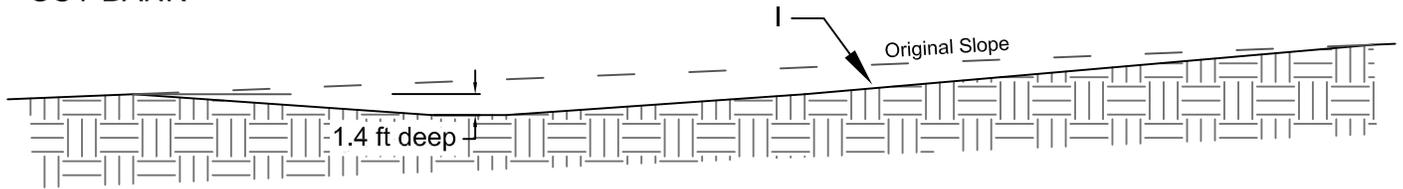
1 OF 1

STANDARD 45° ROLLING DIP

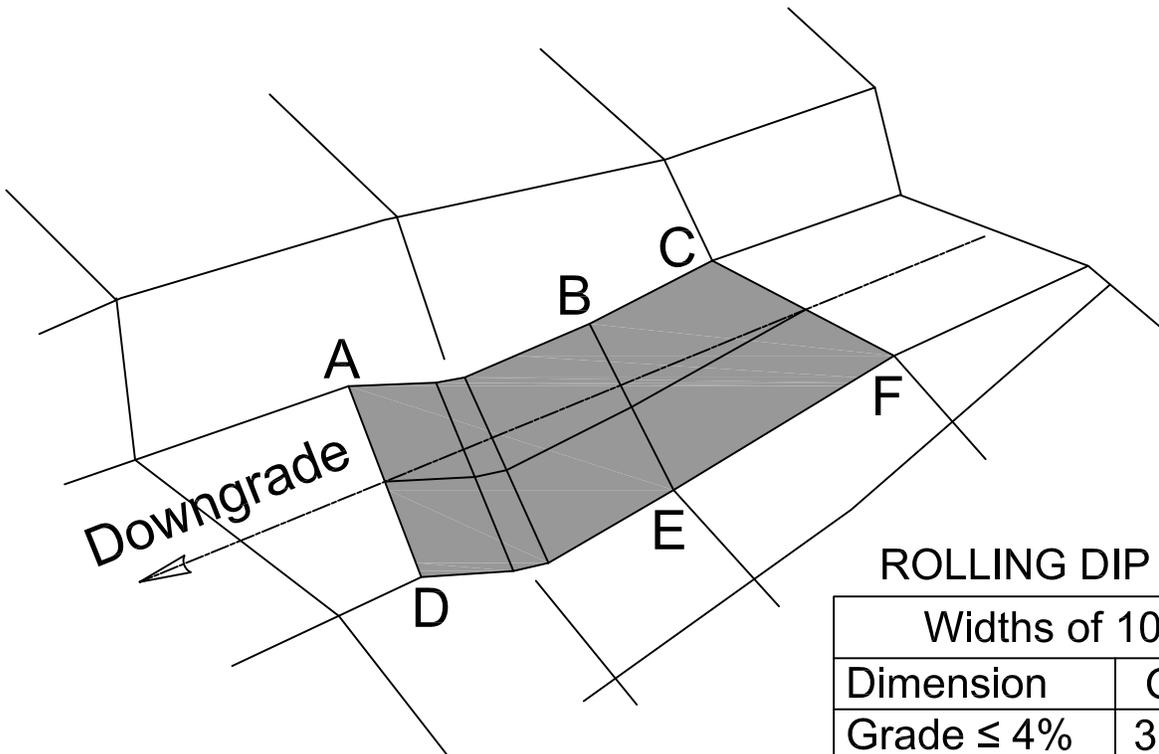
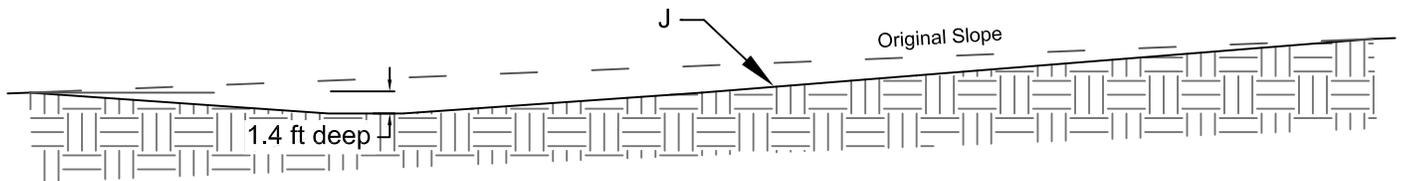
PLAN OF ROLLING DIP



CUT BANK



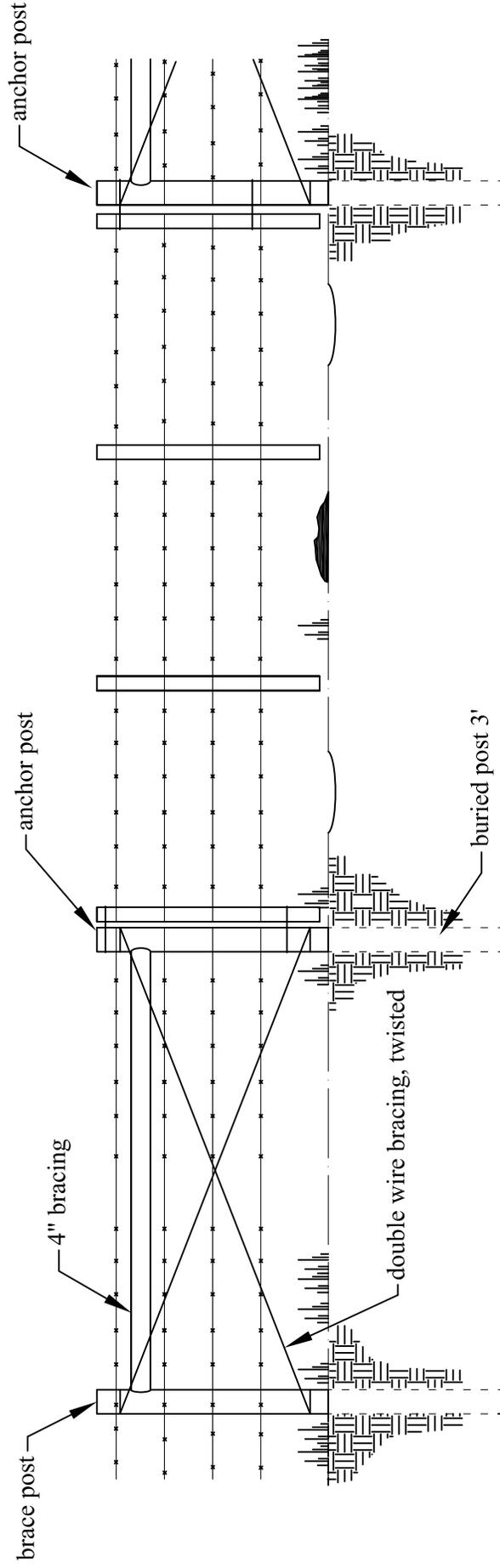
FILL SLOPE



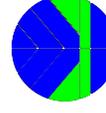
ROLLING DIP DIMENSIONS

Widths of 10' through 14'				
Dimension	G	H	I	J
Grade ≤ 4%	38'	45'	9%	8%
Grade = 6%	48'	55'	11%	11%
Grade = 8%	58'	65'	14%	14%

4 Strand Wire Gate and Gate Brace Detail



1. First wire from ground must be 14" high.
2. Subsequent wires must be no less than 10" apart.
3. Double wrap all bracing.
4. All brace posts must be 7' long, 5" in diameter, and embedded 3'.
5. Dap braces into posts.
6. Spike braces to posts.
7. There must be 8' on center between anchor post and brace post.
8. The gate stays must be no less than 5' apart and 1 1/2" in diameter.
9. Barbed wire must be 12 1/2 gauge conventional or 15 1/2 gauge high-tension. 2 twisted strands with 14 gauge or heavier two-point barbs on approx. 5 in centers. Class 1 (min. or equivalent) zinc-coating as per ASTM A-121.
10. There must be a gate brace at both ends of the gate.



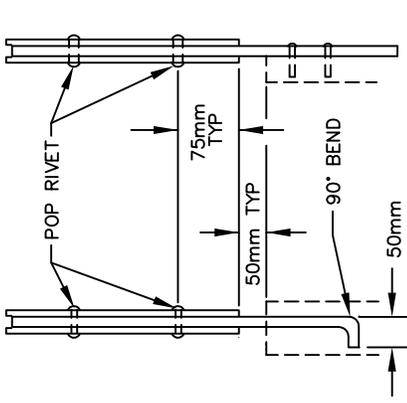
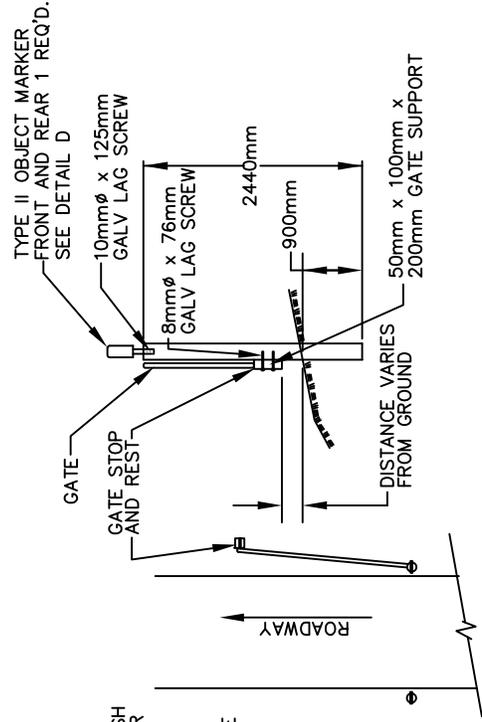
Washington State Department of
Natural Resources

Northeast Region
 Colville, Washington

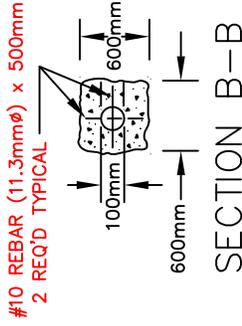
Drawn by: Jason Bauer
 Revised: 10/06/2009

STOCK GATE (TUBE GATE) – OPTION 1

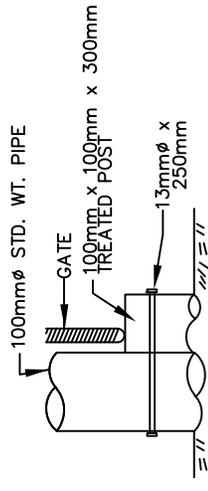
1. THE GATE SHALL BE STOCKYARD TYPE OR ITS EQUIVALENT. THE GATE FRAME SHALL BE FABRICATED FROM 32mm HIGH STRENGTH STEEL TUBING (450MPa MIN. YIELD STRENGTH) THE VERTICAL STAYS SHALL BE HIGH STRENGTH PRESS FORMED 76mm x 300mm GAUGE STEEL (OR EQUAL) ON BOTH FACES. FINISH ON THE GATE AND THE TWO GATE POSTS SHALL CONSIST OF AT LEAST ONE PRIMER COAT AND ONE COAT OF DARK GREEN SURFACE PAINT.
2. ALL BOLTS AND LAG SCREWS SHOWN INCLUDE WASHERS AND NUTS.
3. BARRICADE MARKER PANELS SHALL BE ALUMINUM OVERLAIN WITH "3 M" REFLECTIVE SHEETING WIDE ANGLE FLATTOP PRESSURE SENSITIVE NO. 3280 IMPERIAL WHITE TRANSPARENT "STOP SIGN RED" CODE NO. 712 SHALL BE APPLIED BY SILK SCREEN PROCESSING, AIR BRUSHING OR SPRAYING TO PRODUCE STRIPING; EQUAL PRODUCTS AND PROCESSES MAY BE APPROVED.
4. WOODEN POST AND WOODEN GATE REST SHALL BE TREATED WITH PENTA CHLOROPHENAL WITH MINIMUM NET RETENTION OF 8 kg/m³ (DRY CRYSTAL).
5. CONCRETE SHALL CONFORM TO SECTION 602–METHOD A, B or C.
6. ALL STEEL MEMBERS EXCEPT LAG SCREWS, CHAIN, GATE, FRAME, REBAR, AND BOLTS SHALL BE A-36.



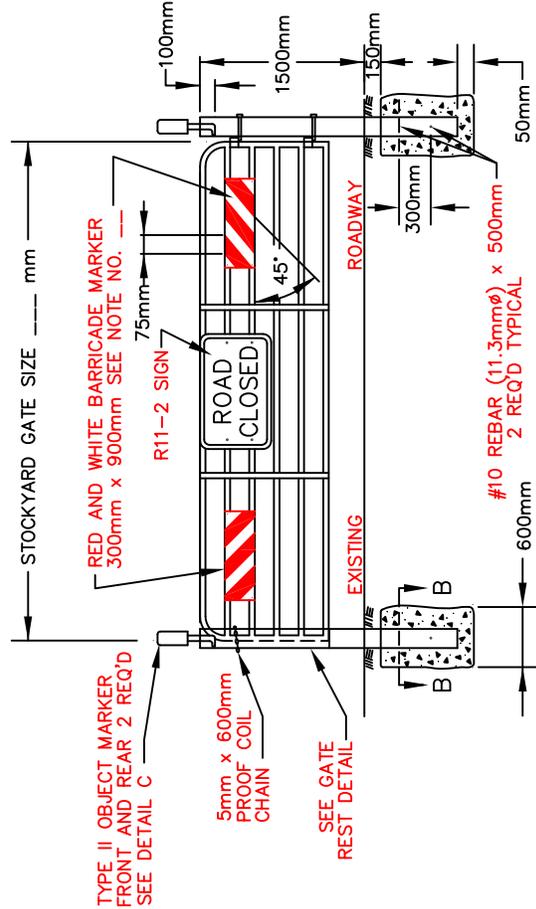
DETAIL C STRAP IRON



SECTION B-B

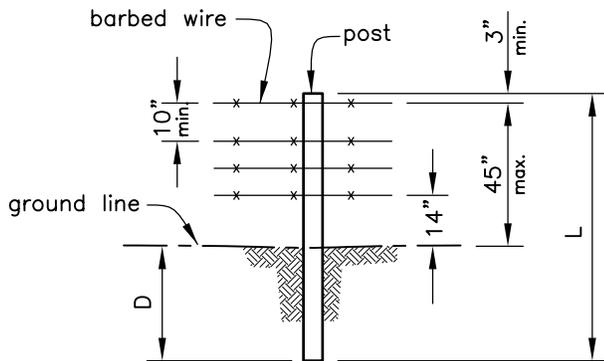
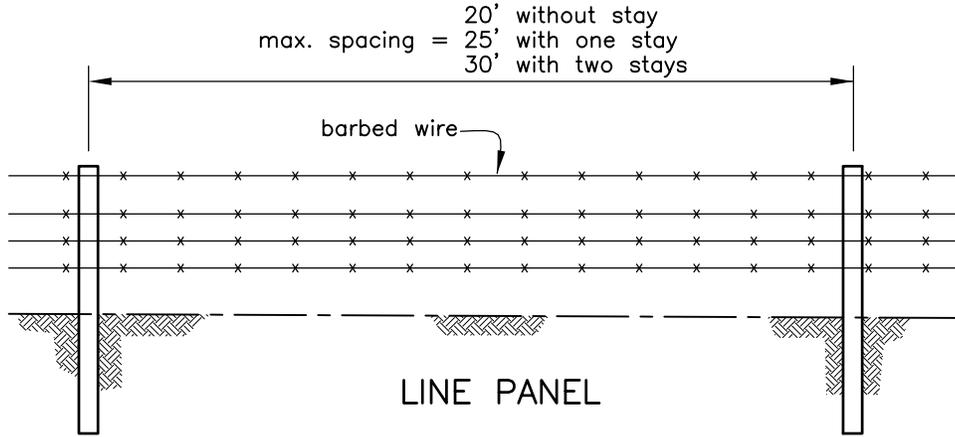


GATE REST DETAIL



ITEM	DESCRIPTION	QUANTITY
BOLT	13mm ϕ x 250mm – FOR GATE REST	1 EA.
BOLTS	8mm ϕ x 64mm – FOR SIGNS	12 EA.
CHAIN	5mm PROOF COIL CHAIN 600mm LONG	1 EA.
GATE	STOCKYARD TYPE	1 EA.
GATE POSTS	100mm ϕ STANDARD WEIGHT PIPE	2 EA.
REBARS	#10 REBAR (11.3mm ϕ) x 500mm long	4 EA.
SIGN	TYPE II OBJECT MARKER	3 EA.
SIGN	RED AND WHITE BARRICADE MARKER R 11-2	2 EA.
TREATED POST	100mm x 100mm x 2440mm TREATED POST	1 EA.
TREATED POST	100mm x 100mm x 300mm TREATED POST	1 EA.
CONCRETE	FOOTINGS	0.6CU. Meter
LAG SCREW	10mm ϕ x 125mm LONG GALV.	2 EA.
LAG SCREW	8mm ϕ x 76mm LONG GALV.	2 EA.
FIR BLOCK	50mm x 100mm x 200mm GATE SUPPORT	1 EA.
STRAP IRON	64mm x 6mm x 500mm TYPE II SIGN MOUNTING BRACKET	3 EA.

4 STRAND STANDARD POST AND WIRE FENCE



BARBED WIRE 12 1/2 gauge conventional or 15 1/2 gauge high-tension

2 twisted strands with 14 gauge or heavier two-point barbs on approx. 5 inch centers.

Class 1 (min. or equiv.) zinc-coating as per ASTM A-121.

BARBED WIRE DETAIL

LINE	Plastic:	L = 6 ft. min. D = 24 in. min. Dia. = 3-3/8 in. min.	Fiberglass:	L = 6 ft. min. D = 24 in. min. Dia. = 1-1/4 in. min.
	Wood:	L = 6 ft. min. D = 24 in. min. Dia. = 3 in. min.	Steel:	L = 5-1/2 ft. min. D = 18 in. min. Standard "T" or "U"; > 1.25 lbs/ft of length
CORNER OR GATE	Wood:	L = 7 ft. min. D = 3 ft. min. Dia. = 5 in. min.	Steel:	L = 7 ft. min. D = 3 ft. min. (set in conc.) Dia. = Round 2-3/8 in. O.D. or Angle iron 2-1/2 x 2-1/2 x 1/4 (in.)
	STAYS	Wood: 1-1/2 in. dia. min. of durable wood Fiberglass: Any manufactured for this purpose Wire: 9 1/2 gauge, zinc coated, twisted, manufactured for this purpose		

SPECIES for all wood: _____

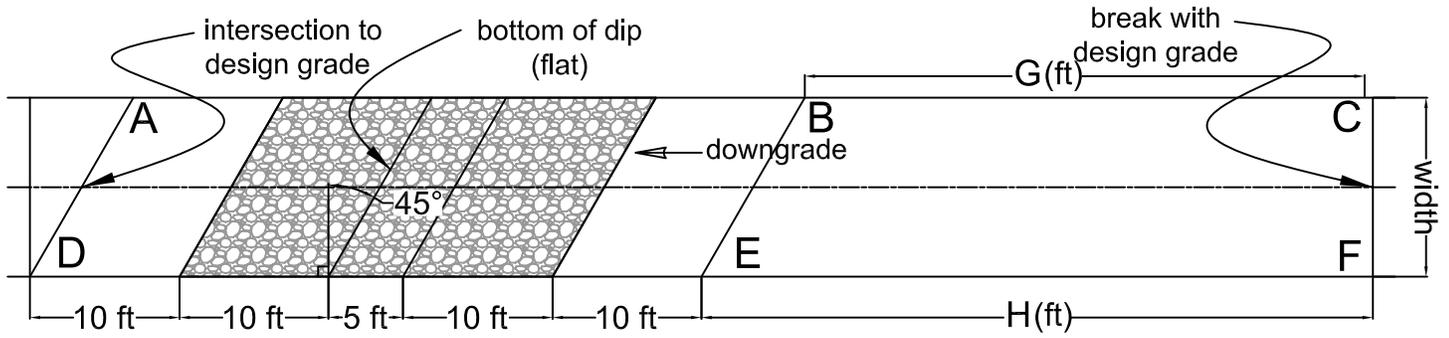
SPECIAL INSTRUCTIONS

Drawing not to scale. Standardized drawing must be adapted to the specific site.

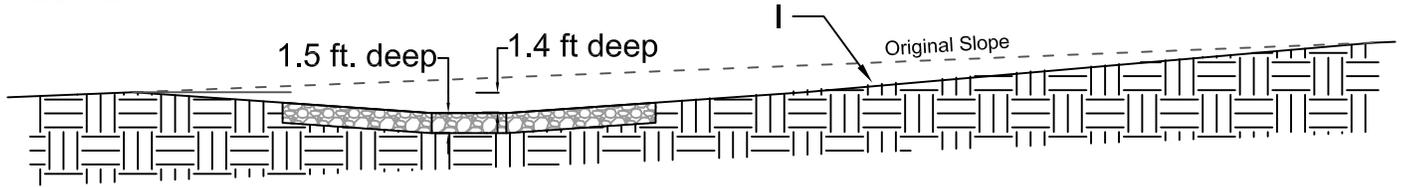
U.S.D.A. NATURAL RESOURCES CONSERVATION SERVICE	JOB CLASS	Date
	CAD FILE NO. LSK-0010.DWG	Designed _____
	SHEET OF	Drawn _____
		Checked _____
	Approved _____	

ARMORED ROLLING DIP - D6

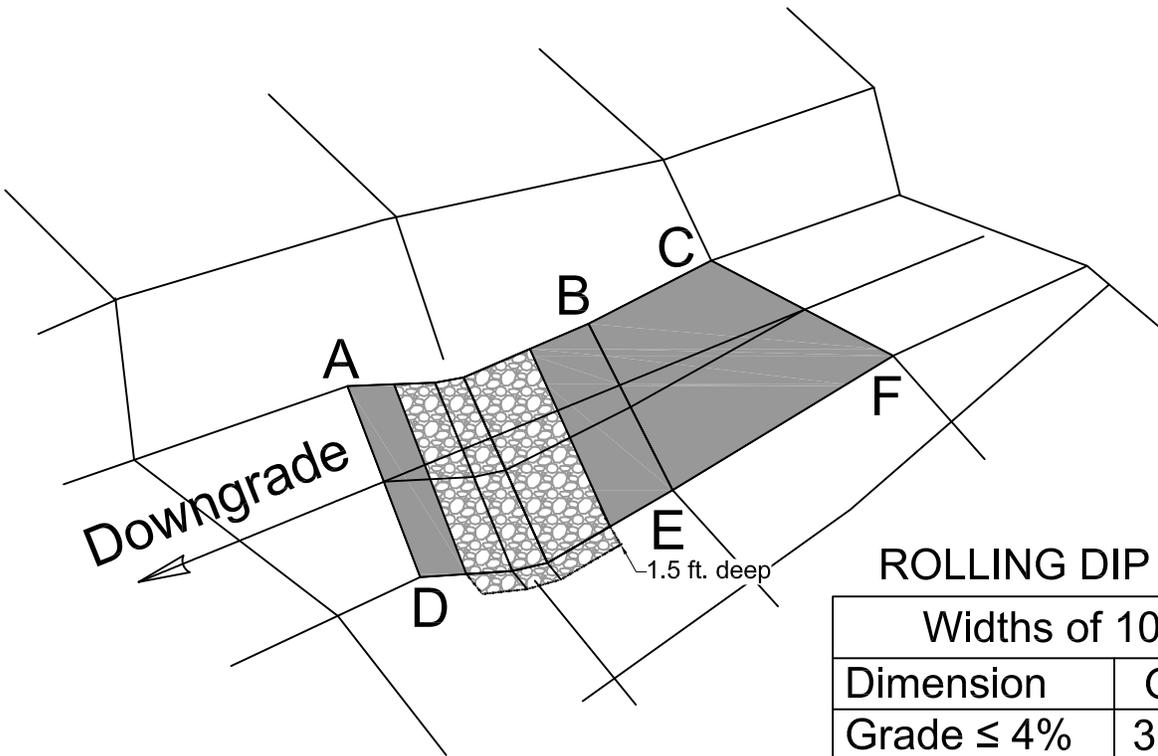
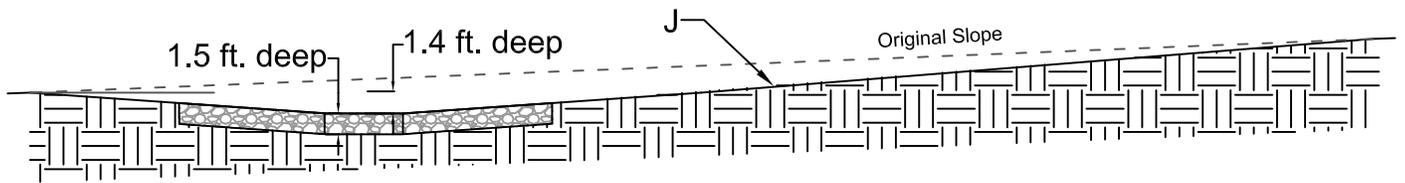
PLAN OF ARMORED ROLLING DIP



CUT BANK



FILL SLOPE



ROLLING DIP DEMENSIONS

Widths of 10' through 14'				
Dimension	G	H	I	J
Grade \leq 4%	38'	45'	9%	8%
Grade = 6%	48'	55'	11%	11%
Grade = 8%	58'	65'	14%	14%

KLONDIKE - Road Development Costs

REGION: Northeast
DISTRICT: Highlands

CONTRACT: Klondike

ENGINEER: Mackenzie Karnstein

DATE: 2-26-

Oct-23

ROAD NUMBERS:	Construction	Optional Construction	Maintenance	Abandonment	Decommission
	E373236E	E373319K	E373236E		E373319E
	E373236H		E373318E		E373319G
	E373318E		E373318F		
	E373318F		E373318K		
	E373318K		E373319E		
	E373319E		E373319F		
	E373319G		E373319G		
	E373319H		E373320A		
	E373319J		E373320E		
	E373320E				
	E373331G				
ROAD STANDARD:	Construction	Optional Construction	Maintenance	Deactivation	Decommission
NUMBER OF STATIONS:	192.54	6.02	313.58	0.00	54.77
CLEARING & GRUBBING:	\$0.00	\$ -	\$ 18,565.68		
EXCAVATION AND FILL:	\$ 116,234.51	\$ 2,778.77	\$ 12,195.24		
MISC. MAINTENANCE:	\$ 43,997.00	\$ 182.95	\$ 42,029.67	\$ -	\$ 750.00
ROAD ROCK:	\$ 2,354.46	\$ -	\$ 431.75		
ADDITIONAL ROCK:					
CULVERTS AND FLUMES:	\$12,110	\$0	\$2,193		
STRUCTURES/MATERIALS	\$ -	\$0	\$0		

TOTAL COSTS:	\$174,696	\$2,962	\$75,416	\$ -	\$ 750.00
<i>COST PER STATION:</i>	\$907	\$492	\$240	\$0	\$14

	\$/per move	# of moves	Total
MOBILIZATION:			\$4,248

TOTAL (All Roads) = \$258,071
 SALE VOLUME mbf = 3,738.00
 TOTAL \$/MBF = \$69

Ferry County, WA Dianna Galvan, Auditor **0298409**
 Pgs=9 DEPT OF NATURAL RESOURCES 09/13/2022 03:20 PM
 00030124202202984090090091

When recorded return to:
 Department of Natural Resources
 Northeast Region
 Attn: Rights of Way
 225 S. Silke Rd.
 Colville, WA 99114

PAID

EXCISE TAX

SEP 13 2022
 Ferry County Treasurer
 by *[Signature]*

ST _____ LOC _____
 INT ST _____ LOC _____
 PEN ST _____ LOC _____
 TECH 5.00 PROC 5.00
 REC # 22-500



WASHINGTON STATE DEPARTMENT OF
NATURAL RESOURCES
 HILARY S. FRANZ | COMMISSIONER OF PUBLIC LANDS

Grantor: BOLDER OPERATIONS LLC
 Grantee: STATE OF WASHINGTON, DEPARTMENT OF NATURAL RESOURCES
 Legal Description: Southwest 1/4 of Section 18, North 1/2 of Section 19, Township 37 North, Range 33 East, W.M., in Ferry County, WA
 Assessor's Property Tax Parcels or Account Numbers: 33719110002100, 33719110002400, 33719140001100, 33719120001000, 33719220001006, 33718330002006, and 33718310001006.
 Cross Reference: Easement No. 50-103947
 DNR Easement No. 55-103575

EASEMENT

THIS AGREEMENT, made and entered into this 30th day of AUGUST, 2022, by and between Bolder Operations LLC, herein called "Grantor," and STATE OF WASHINGTON, acting by and through the Department of Natural Resources, herein called "State," WITNESSETH:

Conveyance. Grantor, for and in valuable consideration, the receipt of which is hereby acknowledged in easement 50-103947, and FIFTEEN THOUSAND FIVE HUNDRED AND EIGHTY THREE and no/100 Dollars (\$15,583.00), hereby grants, conveys, and warrants to State, its successors and assigns, a permanent Easement over parcels of land in Ferry County legally described as set forth in Exhibit "A" (hereafter Burdened Parcel) said Easement to be FORTY (40) feet in width running TWENTY (20) feet on each side of a centerline of roads located approximately as shown on Exhibit "B" (hereafter Easement Area).

Purpose. The Easement is conveyed to provide ingress and egress to and from lands owned by State for any and all purpose. Authorized use shall include the right to travel, maintain, repair, construct or reconstruct the Easement Area.

Appurtenant. This Easement shall be deemed appurtenant to the real property now owned

by State located in Ferry County, legally described as set forth in Exhibit "C" attached hereto and such real property hereafter acquired by the State (hereafter Benefited Parcels).

Reservations. Grantor reserves the right at all times for any purpose, to cross and recross the Easement Area at any place on grade or otherwise. Grantor may grant to third parties any or all of the rights reserved therein; provided that use by such party shall be subject to the terms and conditions of this Easement and shall not unreasonably interfere with the rights granted to State herein. Grantor reserves all timber now on or hereafter growing within the rights of way on said lands and the right to remove said timber via the right of way herein granted.

Relocation. State shall have the right to relocate the Easement at State's sole cost so long as the new location does not unreasonably interfere with the reserved rights of the Grantor herein.

Maintenance. The cost of road maintenance and resurfacing shall be allocated on the basis of respective uses of said roads. When any party uses a road, that party shall perform or cause to be performed, or contribute or cause to be contributed, that share of maintenance and resurfacing occasioned by such use as hereinafter provided. During periods when a road is being used solely by one party, such party shall maintain that portion of said road so used to the standards existing at the time use is commenced. Provided, in the event Grantor modifies its land use programs so as to establish facilities such as campsites, picnic grounds or other like facilities which invite or encourage public use, then Grantor will also assume its proportionate share of the maintenance and resurfacing responsibility for such use. During periods when more than one party is using the same road, or any portion thereof, the parties hereto shall meet and establish necessary maintenance provisions. Such provisions shall include, but shall not be limited to:

- a. The appointment of a maintainer, which may be one of the parties hereto or any third party, who will perform or cause to be performed at a reasonable and agreed upon rate the maintenance and resurfacing of the road or the portion thereof being used; and
- b. A method of payment by which each party using said road or a portion thereof, shall pay its pro rata share of the cost incurred by said maintainer in maintaining or resurfacing said road or portion thereof.

For purposes of this agreement, maintenance is defined as the work normally necessary to preserve and keep the roadway, road structure and road facilities as nearly as possible in their present condition or as hereafter improved.

Repairs. Each party using any portion of a road shall repair, or cause to be repaired, at its sole cost and expense, that damage to said road occasioned by it which is in excess of that which it would cause through normal and prudent usage. Should damage be caused by an unauthorized user, the cost of repair shall be treated as ordinary maintenance and handled as set forth above.

Improvements. Unless the parties agree in writing to share the cost of improvements in advance of such improvements being made, such improvements shall be solely for the account of the improver.

Permittees. State may permit its respective agents, contractors, licensees, lessees, purchasers of timber or other valuable materials, and their agents, hereinafter individually referred to as "Permittee" and collectively referred to as "Permittees," to exercise the rights granted to it herein. Provided, that when State or one of its Permittees plans to use any portion of said road(s) for the purpose of hauling timber or other valuable materials, such party shall notify Grantor at least fifteen (15) days prior to the commencement of use of said rights, advising of the portion of road to be used, the approximate dates when such use will begin and end, and of the approximate volumes of forest products or valuable materials to be hauled and upon the completion of such use notify Grantor.

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

Indemnity. State shall defend, indemnify and hold harmless the Grantor from all claims that arise out of the negligence of State or its Permittee in their use of the easement. A "claim" as used in this section means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the resulting loss of use. Notwithstanding the foregoing, State's obligation to defend, indemnify, and hold harmless the Grantor from any judgment, decree or arbitration award shall extend only to the percentage of negligence of State and its Permittee in contribution to such claim. State waives its immunity under Title 51 RCW only to the extent it is required to indemnify, defend and hold harmless Grantor. This indemnification shall survive the expiration or termination of the easement.

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

BOLDER OPERATIONS LLC

Dated: Aug. 30th, 2022.



By: Randy Owen
Owner Bolder Operations LLC
16330 N. Hwy 21 Republic, WA 99166
Phone 509-775-8021 or 509-680-3314

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Dated: Sept. 9th, 2022.



Duane Emmons
Acting Deputy Supervisor for State Uplands
PO Box 7000
1111 Washington Street SE
Olympia, WA 98504-7000
360-902-1600



Approved as to Form this
11th day of March, 2008.
By: Roger Braden
Assistant Attorney General
State of Washington

REPRESENTATIVE ACKNOWLEDGMENT

State of Washington

County of Ferry

I certify that I know or have satisfactory evidence that Randy Owen is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Owner of Bolder Operations LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: Aug. 30th 2022

M. McGaffey
(Signature)

Marion McGaffey
(Print Name)

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

My appointment expires Aug. 26th 2024



STATE ACKNOWLEDGMENT

State of Washington

County of Touhy

Michael Kearney

I certify that I know or have satisfactory evidence that ~~Duane Emmons~~ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Acting Deputy Supervisor for State Uplands of the Department of Natural Resources of the State of Washington to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

acting for

Dated: 9/9/2022

Tami K. Kellogg
(Signature)

Tami K. Kellogg
(Print Name)



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

My appointment expires 11/28/2024

**EXHIBIT A
BURDENED PARCELS
Grantor Land**

The Southwest quarter of Section 18 and the North one-half of Section 19 all in Township 37 North, Range 33 East, W.M., in Ferry County, WA.

EXHIBIT B EASEMENT AREA

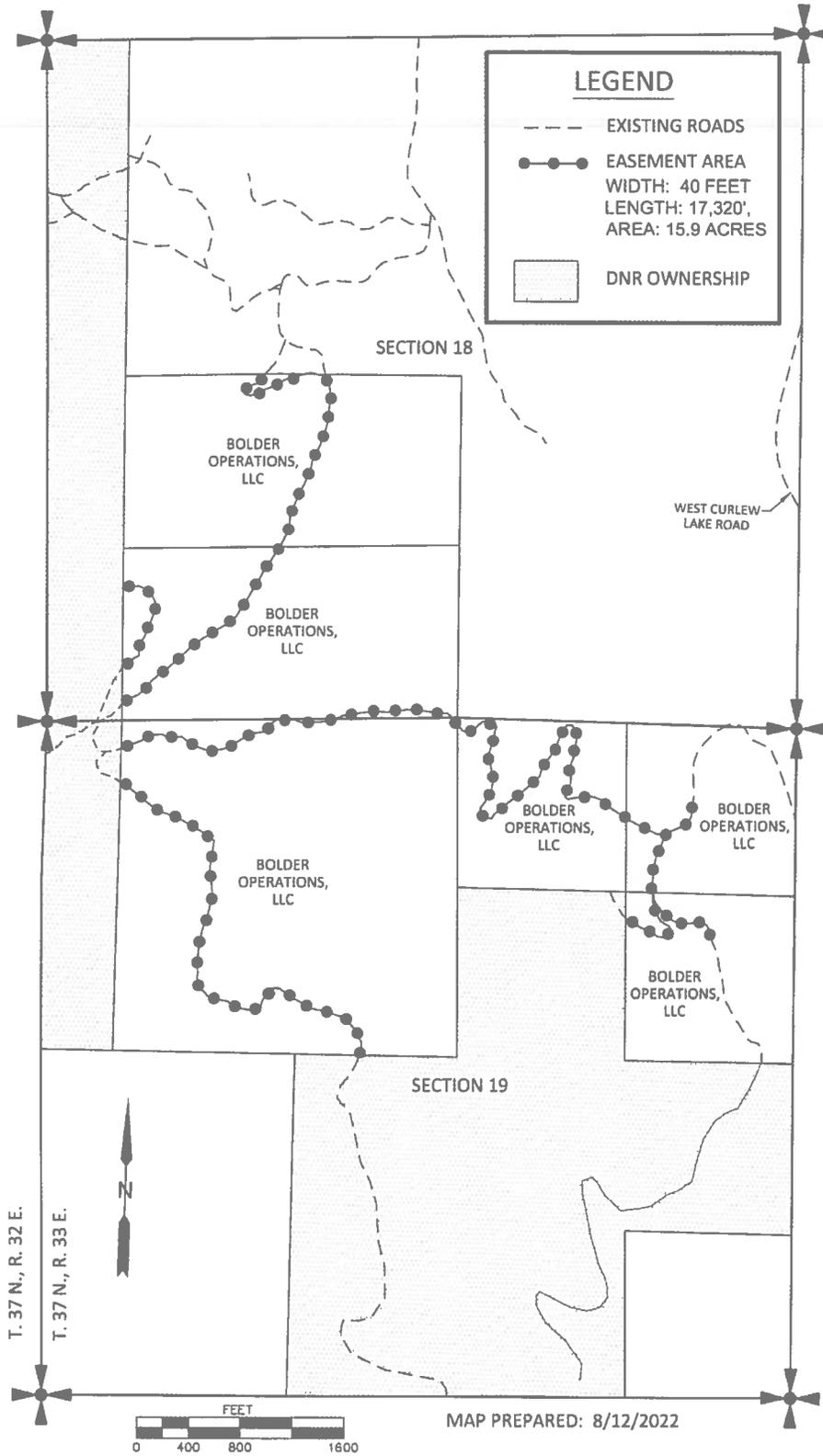


EXHIBIT C
BENEFITED PARCELS
State Land

The West Half of the Southwest Quarter of Section 20, Township 37 North, Range 33 East, W.M., in Ferry County, State of Washington.

The Southwest Quarter of the Northeast Quarter; and the North Half and the Southwest Quarter of the Southeast Quarter; and the East Half of the Southwest Quarter; and the West Half of the West Half of the Northwest Quarter of Section 19; all in Township 37 North, Range 33 East, W.M., in Ferry County, State of Washington.

The Southeast Quarter of the Northeast Quarter of Section 24, Township 37 North, Range 32 East, W.M., in Ferry County, State of Washington.



When recorded return to:
Department of Natural Resources
Northeast Region
Attn: Rights of Way
225 S. Silke Rd.
Colville, WA 99114

PAID

DEC 20 2023

Ferry County Treasurer
by *[Signature]*

EXCISE TAX
ST 27.50 LOC 6.25
INT ST _____ LOC _____
PEN ST _____ LOC _____
TECH 5.00 PROC _____
REC # 2023-520



WASHINGTON STATE DEPARTMENT OF
NATURAL RESOURCES
HILARY S. FRANZ | COMMISSIONER OF PUBLIC LANDS

Grantor: DEBORAH BROWN
Grantee: DEPARTMENT OF NATURAL RESOURCES, STATE OF WASHINGTON
Legal Description: Lot 1, Bolder Short Plat #1 SP# 21-020, Section 20, Township 37 North, Range 33 East, W.M., in Ferry County, WA.
Cross Reference: AFN 296496
Assessor's Property Tax Parcel or Account Number: 33720220002100
DNR Easement No.: 55-103830

EASEMENT

THIS AGREEMENT, made and entered into this 29 day of November, 2023, by and between DEBORAH BROWN, an unmarried person, herein called "Grantor," and STATE OF WASHINGTON, acting by and through the Department of Natural Resources, herein called "State," WITNESSETH:

Conveyance. Grantor, for and in consideration of TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$2,500.00), hereby grants, conveys, and warrants to State, its successors and assigns, a permanent Easement over a parcel of land in Ferry County legally described as set forth in Exhibit A (hereafter Burdened Parcel) said Easement to be FORTY (40) feet in width lying TWENTY (20) feet on each side of a centerline of a road located approximately as shown on Exhibit B (hereafter Easement Area or Brown to State Easement Area).

Purpose. The Easement is conveyed to provide ingress and egress to and from lands owned by State for any and all purposes. Authorized use shall include the right to travel, maintain, repair, construct or reconstruct the Easement Area. No public access is authorized.

Appurtenant. This Easement shall be deemed appurtenant to the real property now owned by State located in Ferry County, legally described as set forth in Exhibit C attached hereto and such real property hereafter acquired by the State (hereafter Benefited Parcels).

Reservations. Grantor reserves the right at all times for any purpose, to cross and recross the Easement Area at any place on grade or otherwise. Grantor may grant to third parties any or all of the rights reserved therein; provided that use by such party shall be subject to the terms and conditions of this Easement and shall not unreasonably interfere with the rights granted to State herein. Grantor reserves all timber now on or hereafter growing within the rights of way on said lands and the right to remove said timber via the right of way herein granted.

Relocation. State shall have the right to relocate the Easement at State's sole cost so long as the new location does not unreasonably interfere with the reserved rights of the Grantor herein.

Maintenance. The cost of road maintenance and resurfacing shall be allocated on the basis of respective uses of said roads. When any party uses a road, that party shall perform or cause to be performed, or contribute or cause to be contributed, that share of maintenance and resurfacing occasioned by such use as hereinafter provided. During periods when a road is being used solely by one party, such party shall maintain that portion of said road so used to the standards existing at the time use is commenced. During periods when more than one party is using the same road, or any portion thereof, the parties hereto shall meet and establish necessary maintenance provisions. Such provisions shall include, but shall not be limited to:

- a. The appointment of a maintainer, which may be one of the parties hereto or any third party, who will perform or cause to be performed at a reasonable and agreed upon rate the maintenance and resurfacing of the road or the portion thereof being used; and
- b. A method of payment by which each party using said road or a portion thereof, shall pay its pro rata share of the cost incurred by said maintainer in maintaining or resurfacing said road or portion thereof.

For purposes of this agreement, maintenance is defined as the work normally necessary to preserve and keep the roadway, road structure and road facilities as nearly as possible in their present condition or as hereafter improved.

Repairs. Each party using any portion of a road shall repair, or cause to be repaired, at its sole cost and expense, that damage to said road occasioned by it which is in excess of that which it would cause through normal and prudent usage. Should damage be caused by an unauthorized user, the cost of repair shall be treated as ordinary maintenance and handled as set forth above.

Improvements. Unless the parties agree in writing to share the cost of improvements in advance of such improvements being made, such improvements shall be solely for the

account of the improver.

Permittees. State may permit its respective agents, contractors, licensees, lessees, purchasers of timber or other valuable materials, and their agents, hereinafter individually referred to as "Permittee" and collectively referred to as "Permittees," to exercise the rights granted to it herein. Provided, that when State or one of its Permittees plans to use any portion of said road(s) for the purpose of hauling timber or other valuable materials, such party shall notify Grantor at least fifteen (15) days prior to the commencement of use of said rights, advising of the portion of road to be used, the approximate dates when such use will begin and end, and of the approximate volumes of forest products or valuable materials to be hauled and upon the completion of such use notify Grantor.

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

Indemnity. State shall defend, indemnify and hold harmless the Grantor from all claims that arise out of the negligence of State or its Permittee in their use of the easement. A "claim" as used in this section means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the resulting loss of use. Notwithstanding the foregoing, State's obligation to defend, indemnify, and hold harmless the Grantor from any judgment, decree or arbitration award shall extend only to the percentage of negligence of State and its Permittee in contribution to such claim. State waives its immunity under Title 51 RCW only to the extent it is required to indemnify, defend and hold harmless Grantor. This indemnification shall survive the expiration or termination of the easement.

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

GRANTOR

Dated: 11/7, 2023

Debra Brown

Deborah Brown
901 E 2nd Avenue, Suite 208
Spokane, WA 99202
Phone: (509) 953-3363

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Dated: November 29, 2023

Todd Welker

Todd Welker
Deputy Supervisor for State Uplands
PO Box 7000
1111 Washington Street SE
Olympia, WA 98504-7000
(360) 902-1600



Approved as to Form this
11th day of March, 2008.
By: Roger Braden
Assistant Attorney General
State of Washington

INDIVIDUAL ACKNOWLEDGMENT

STATE OF WASHINGTON

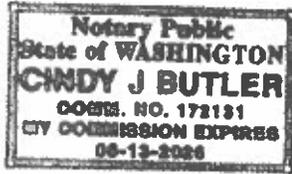
County of Ferry

I certify that I know or have satisfactory evidence that Deborah Brown is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 11/2/2023

Cindy J Butler
(Signature)

Cindy J Butler
(Print Name)



Notary Public in and for the State of Washington,
residing at Ferry County

My appointment expires 6-13-2026

STATE ACKNOWLEDGMENT

State of Washington

County of Thurston

I certify that I know or have satisfactory evidence that Todd Welker is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Deputy Supervisor for State Uplands of the Department of Natural Resources of the State of Washington to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 11/29/2023

Tami K. Kellogg
(Signature)

Tami K. Kellogg
(Print Name)



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

My appointment expires 11/28/2024

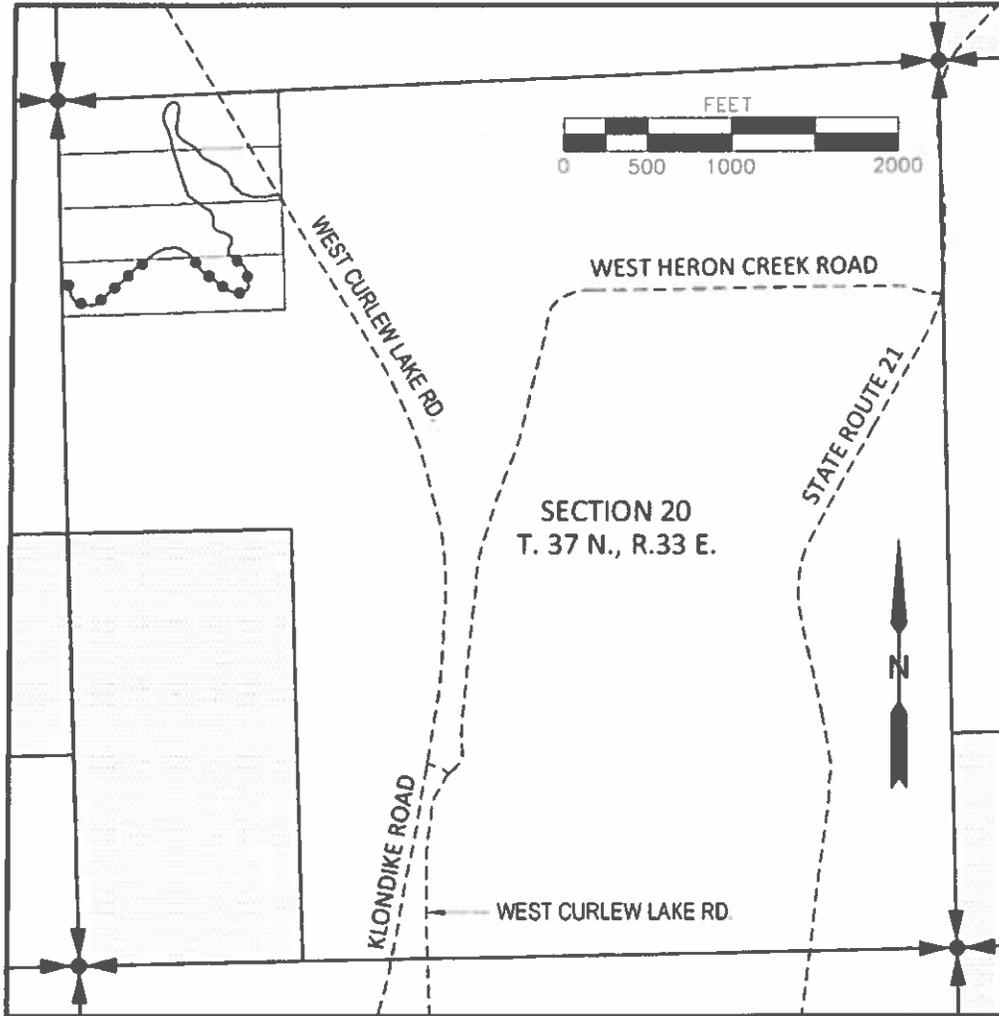
**EXHIBIT A
BURDENED PARCEL
Grantor Land**

That private road, "Boulder Way", as shown in Lot 1 of the Bolder Short Plat 1 #21-020, per plat thereof recorded September 16, 2021, in Book 2 of Short Plats, page 110, under Auditor's File No. 296496, records of Ferry County, Washington.

Situate in the County of Ferry, State of Washington.

Ferry County Tax Parcel Identification Number: 33720220002100

**EXHIBIT B
EASEMENT AREA**



LEGEND

MAP PREPARED: 4/18/2022

-  SECTION CORNER
-  STATE LAND
-  BROWN TO STATE EASEMENT AREA (55-103830)
WIDTH: 40 FEET, LENGTH: 1 370 FEET, AREA: 1.3 ACRES

EXHIBIT C
BENEFITED PARCELS
State Land

The West Half of the Southwest Quarter of Section 20, Township 37 North, Range 33 East, W.M., in Ferry County, State of Washington.

The Southwest Quarter of the Northeast Quarter; and the North Half and the Southwest Quarter of the Southeast Quarter; and the East Half of the Southwest Quarter; and the West Half of the West Half of the Northwest Quarter of Section 19; all in Township 37 North, Range 33 East, W.M., in Ferry County, State of Washington.

The Southeast Quarter of the Northeast Quarter of Section 24, Township 37 North, Range 32 East, W.M., in Ferry County, State of Washington.

When recorded return to:
Department of Natural Resources
Northeast Region
Attn: Rights of Way
225 S. Silke Rd.
Colville, WA 99114

Ferry County, WA Dianna Galvan,
Pgs=10 Auditor **0298782**
DEPARTMENT OF NATURAL 12/14/2022 12:35 PM

00030636202202987820100107

PAID

DEC 14 2022

Ferry County Treasurer
by S. Steef

EXCISE TAX

ST 11.00 LOC 2.50
INT ST _____ LOC _____
PEN ST _____ LOC _____
TECH 5.00 PROC _____
REC # 72-637



WASHINGTON STATE DEPARTMENT OF
NATURAL RESOURCES
HILARY S. FRANZ | COMMISSIONER OF PUBLIC LANDS

Grantor(s): GEORGE CURTIS and LYNNE MARIE LEBRET
Grantee(s): WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES
Legal Description: Portions of the NW1/4 of the NW1/4 of Section 20, Township 37 North, Range 33 East, W.M., in Ferry County, WA
Assessor's Property Tax Parcel or Account Number: 33720220002200
Cross Reference: Short Plat AFN 296496
DNR Easement No. 55-103831

EASEMENT

THIS AGREEMENT, made and entered into this 21 day of November 2022, by and between GEORGE CURTIS and LYNNE MARIE LEBRET herein called "Grantor," and STATE OF WASHINGTON, acting by and through the DEPARTMENT OF NATURAL RESOURCES, herein called "State," WITNESSETH:

Conveyance. Grantor, for and in consideration of ONE THOUSAND and no/100 Dollars (\$1,000.00), hereby grants, conveys, and warrants to State, its successors and assigns, a permanent Easement over a parcel of land in Ferry County legally described as set forth in Exhibit "A" (hereafter Burdened Parcel) said Easement to be Forty (40) feet in width running Twenty (20) feet on each side of a centerline of a road located approximately as shown on Exhibit "B" (hereafter Easement Area).

Purpose. The Easement is conveyed to provide ingress and egress to and from lands owned by State for any and all purpose. Authorized use shall include the right to travel, maintain, repair, construct or reconstruct the Easement Area. No public access is authorized.

Appurtenant. This Easement shall be deemed appurtenant to the real property now owned by State located in Ferry County, legally described as set forth in Exhibit "C" attached hereto

and such real property hereafter acquired by the State (hereafter Benefited Parcels).

Reservations. Grantor reserves the right at all times for any purpose, to cross and recross the Easement Area at any place on grade or otherwise. Grantor may grant to third parties any or all of the rights reserved therein; provided that use by such party shall be subject to the terms and conditions of this Easement and shall not unreasonably interfere with the rights granted to State herein. Grantor reserves all timber now on or hereafter growing within the rights of way on said lands and the right to remove said timber via the right of way herein granted.

Relocation. State shall have the right to relocate the Easement at State's sole cost so long as the new location does not unreasonably interfere with the reserved rights of the Grantor herein.

Maintenance. The cost of road maintenance and resurfacing shall be allocated on the basis of respective uses of said roads. When any party uses a road, that party shall perform or cause to be performed, or contribute or cause to be contributed, that share of maintenance and resurfacing occasioned by such use as hereinafter provided. During periods when a road is being used solely by one party, such party shall maintain that portion of said road so used to the standards existing at the time use is commenced. During periods when more than one party is using the same road, or any portion thereof, the parties hereto shall meet and establish necessary maintenance provisions. Such provisions shall include, but shall not be limited to:

- a. The appointment of a maintainer, which may be one of the parties hereto or any third party, who will perform or cause to be performed at a reasonable and agreed upon rate the maintenance and resurfacing of the road or the portion thereof being used; and
- b. A method of payment by which each party using said road or a portion thereof, shall pay its pro rata share of the cost incurred by said maintainer in maintaining or resurfacing said road or portion thereof.

For purposes of this agreement, maintenance is defined as the work normally necessary to preserve and keep the roadway, road structure and road facilities as nearly as possible in their present condition or as hereafter improved.

Repairs. Each party using any portion of a road shall repair, or cause to be repaired, at its sole cost and expense, that damage to said road occasioned by it which is in excess of that which it would cause through normal and prudent usage. Should damage be caused by an unauthorized user, the cost of repair shall be treated as ordinary maintenance and handled as set forth above.

Improvements. Unless the parties agree in writing to share the cost of improvements in advance of such improvements being made, such improvements shall be solely for the account of the improver.

Permittees. State may permit its respective agents, contractors, licensees, lessees, purchasers

of timber or other valuable materials, and their agents, hereinafter individually referred to as "Permittee" and collectively referred to as "Permittees," to exercise the rights granted to it herein. Provided, that when State or one of its Permittees plans to use any portion of said road(s) for the purpose of hauling timber or other valuable materials, such party shall notify Grantor at least fifteen (15) days prior to the commencement of use of said rights, advising of the portion of road to be used, the approximate dates when such use will begin and end, and of the approximate volumes of forest products or valuable materials to be hauled and upon the completion of such use notify Grantor.

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

Indemnity. State shall defend, indemnify and hold harmless the Grantor from all claims that arise out of the negligence of State or its Permittee in their use of the easement. A "claim" as used in this section means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the resulting loss of use. Notwithstanding the foregoing, State's obligation to defend, indemnify, and hold harmless the Grantor from any judgment, decree or arbitration award shall extend only to the percentage of negligence of State and its Permittee in contribution to such claim. State waives its immunity under Title 51 RCW only to the extent it is required to indemnify, defend and hold harmless Grantor. This indemnification shall survive the expiration or termination of the easement.

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

GRANTOR
GEORGE CURTIS
and LYNNE MARIE LEBRET

Dated: October 12, 2022. George L. LeBret

By: George Curtis LeBret
313 W Euclid Avenue
Spokane, WA 99205
Phone: 509-252-0415

Dated: October 12, 2022. Lynne Marie LeBret

By: Lynne Marie LeBret
313 Euclid Avenue
Spokane, WA 99205
Phone: 509-252-0415

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Dated: November 21, 2022. Todd Welker
~~Duane Emmons~~ Todd Welker

Acting Deputy Supervisor for State Uplands
PO Box 7000
1111 Washington Street SE
Olympia, WA 98504-7000
360-902-1600



Approved as to Form this
11th day of March, 2008.
By: Roger Braden
Assistant Attorney General
State of Washington

INDIVIDUAL ACKNOWLEDGMENT

STATE OF WASHINGTON

County of Spokane

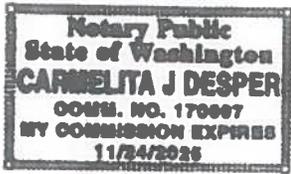
I certify that I know or have satisfactory evidence that George Curtis Lebret is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: October 12, 2022 Carmelita J. Desper
(Signature)

Carmelita J Desper
(Print Name)

Notary Public in and for the State of Washington,
residing at Spokane WA

My appointment expires 11-24-2025



INDIVIDUAL ACKNOWLEDGMENT

STATE OF WASHINGTON

County of Spokane

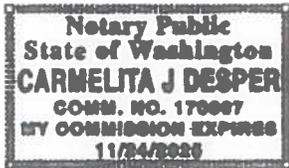
I certify that I know or have satisfactory evidence that Lynne Marie Lebet is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: October 12, 2022 Carmelita J. Desper
(Signature)

Carmelita J Desper
(Print Name)

Notary Public in and for the State of Washington,
residing at Spokane WA

My appointment expires 11-24-2025



STATE ACKNOWLEDGMENT

State of Washington

County of Thurston

Todd Welker

I certify that I know or have satisfactory evidence that ~~Duane Emmons~~ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Acting Deputy Supervisor for State Uplands of the Department of Natural Resources of the State of Washington to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 11/21/2022

Tami K. Kellogg
(Signature)

Tami K. Kellogg
(Print Name)



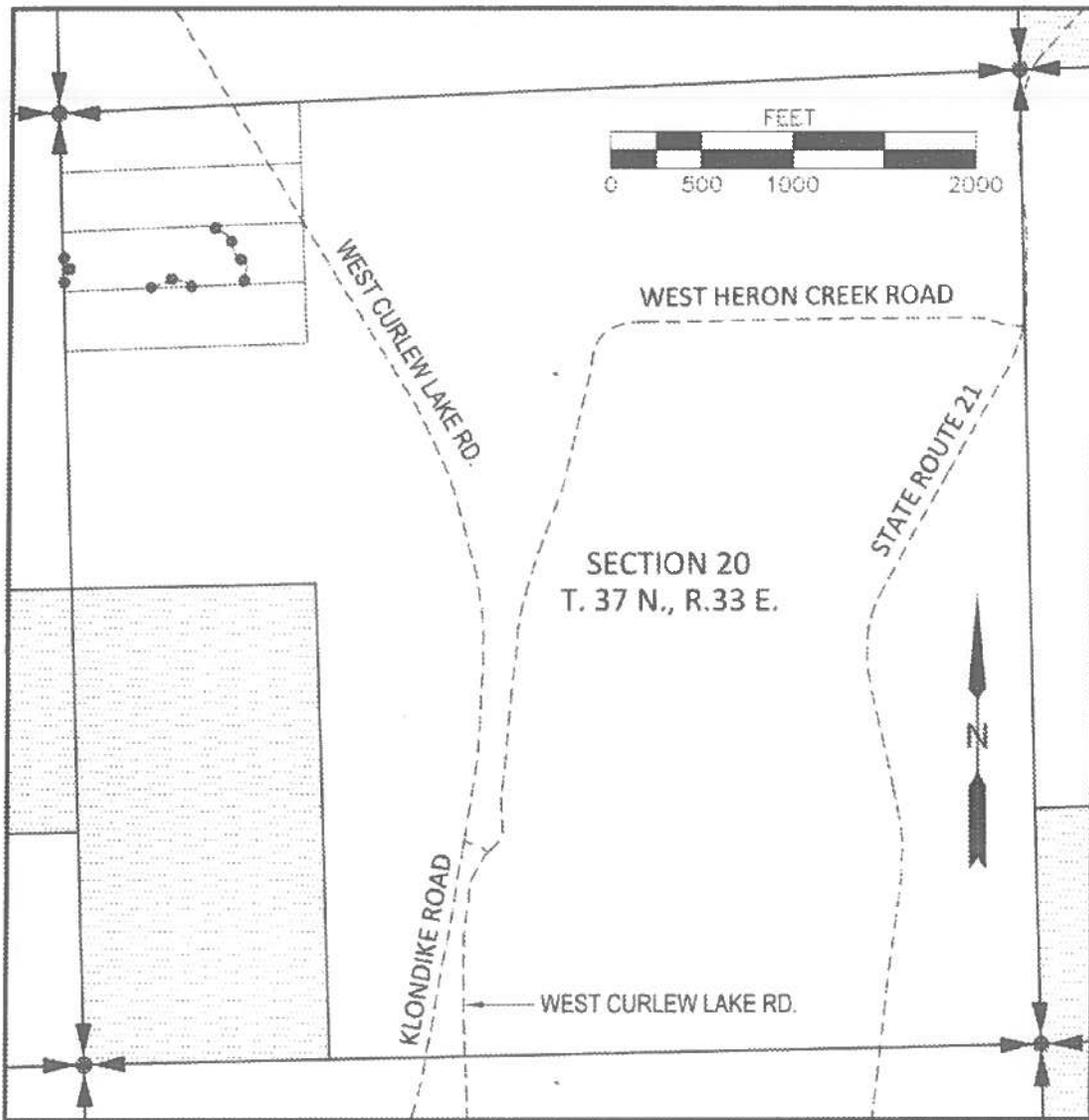
Notary Public in and for the State of Washington,
residing at Mechanics

My appointment expires 11/28/2024

**EXHIBIT A
BURDENED PARCEL
Grantor Land**

That private road Boulder Way shown as Lot 2 of Bolder Short Plat No. 1, recorded on September 16, 2021, in Book 2 of surveys, page 110, under Auditor's File Number 296496, records of Ferry County, WA.

**EXHIBIT B
EASEMENT AREA**



MAP PREPARED: 8/16/2022

LEGEND

-  SECTION CORNER
-  STATE LAND
-  LEBRET TO STATE EASEMENT AREA (55-103831)
WIDTH: 40 FEET, LENGTH: 860 FEET, AREA: 0.8 ACRES

EXHIBIT C
BENEFITED PARCELS
State Land

The West Half of the Southwest Quarter of Section 20, Township 37 North, Range 33 East, W.M., in Ferry County, State of Washington.

The Southwest Quarter of the Northeast Quarter; and the North Half and the Southwest Quarter of the Southeast Quarter; and the East Half of the Southwest Quarter; and the West Half of the West Half of the Northwest Quarter of Section 19; all in Township 37 North, Range 33 East, W.M., in Ferry County, State of Washington.

The Southeast Quarter of the Northeast Quarter of Section 24, Township 37 North, Range 32 East, W.M., in Ferry County, State of Washington.

When recorded return to:
Department of Natural Resources
Northeast Region
Attn: Rights of Way
225 S. Silke Rd.
Colville, WA 99114

PAID

OCT 30 2023

Ferry County Treasurer
by *[Signature]*

EXCISE TAX
ST 11.00 LOC 2-20
INT ST _____ LOC _____
PEN ST _____ LOC _____
TECH 5.00 PROC _____
REC # 23-4136



WASHINGTON STATE DEPARTMENT OF
NATURAL RESOURCES
HILARY S. FRANZ | COMMISSIONER OF PUBLIC LANDS

Grantors: RANDALL JAY and TRACY ADAIR RIDGE
Grantee: DEPARTMENT OF NATURAL RESOURCES, STATE OF WASHINGTON
Legal Description: Portions of the NW1/4 of the NW1/4 of Section 20, Township 37 North, Range 33 East, W.M., in Ferry County WA
Assessor's Property Tax Parcel or Account Number: 33720220002300
Cross Reference: Short Plat AFN 296496
DNR Easement No. 55-103832

EASEMENT

THIS AGREEMENT, made and entered into this 16 day of October, 2023, by and between RANDALL JAY and TRACY ADAIR RIDGE herein called "Grantor," and STATE OF WASHINGTON, acting by and through the DEPARTMENT OF NATURAL RESOURCES, herein called "State," WITNESSETH:

Grantor, for and in consideration of ONE THOUSAND and no/100 Dollars (\$1,000.00), hereby grants, conveys, and warrants to State, its successors and assigns, a permanent Easement over a parcel of land in Ferry County legally described as set forth in Exhibit "A" (hereafter Burdened Parcel) said Easement to be Forty (40) feet in width running Twenty (20) feet on each side of a centerline of a road located approximately as shown on Exhibit "B" (hereafter Easement Area).

Purpose. The Easement is conveyed to provide ingress and egress to and from lands owned by State for any and all purposes. Authorized use shall include the right to travel, maintain, repair, construct or reconstruct the Easement Area. No public access is authorized.

Appurtenant. This Easement shall be deemed appurtenant to the real property now owned by

State located in Ferry County, legally described as set forth in Exhibit "C" attached hereto and such real property hereafter acquired by the State (hereafter Benefited Parcel).

Reservations. Grantor reserves the right at all times for any purpose, to cross and recross the Easement Area at any place on grade or otherwise. Grantor may grant to third parties any or all of the rights reserved therein; provided that use by such party shall be subject to the terms and conditions of this Easement and shall not unreasonably interfere with the rights granted to State herein. Grantor reserves all timber now on or hereafter growing within the rights of way on said lands and the right to remove said timber via the right of way herein granted.

Relocation. State shall have the right to relocate the Easement at State's sole cost so long as the new location does not unreasonably interfere with the reserved rights of the Grantor herein.

Maintenance. The cost of road maintenance and resurfacing shall be allocated on the basis of respective uses of said roads. When any party uses a road, that party shall perform or cause to be performed, or contribute or cause to be contributed, that share of maintenance and resurfacing occasioned by such use as hereinafter provided. During periods when a road is being used solely by one party, such party shall maintain that portion of said road so used to the standards existing at the time use is commenced. During periods when more than one party is using the same road, or any portion thereof, the parties hereto shall meet and establish necessary maintenance provisions. Such provisions shall include, but shall not be limited to:

- a. The appointment of a maintainer, which may be one of the parties hereto or any third party, who will perform or cause to be performed at a reasonable and agreed upon rate the maintenance and resurfacing of the road or the portion thereof being used; and
- b. A method of payment by which each party using said road or a portion thereof, shall pay its pro rata share of the cost incurred by said maintainer in maintaining or resurfacing said road or portion thereof.

For purposes of this agreement, maintenance is defined as the work normally necessary to preserve and keep the roadway, road structure and road facilities as nearly as possible in their present condition or as hereafter improved.

Repairs. Each party using any portion of a road shall repair, or cause to be repaired, at its sole cost and expense, that damage to said road occasioned by it which is in excess of that which it would cause through normal and prudent usage. Should damage be caused by an unauthorized user, the cost of repair shall be treated as ordinary maintenance and handled as set forth above.

Improvements. Unless the parties agree in writing to share the cost of improvements in advance of such improvements being made, such improvements shall be solely for the account

of the improver.

Permittees. State may permit its respective agents, contractors, licensees, lessees, purchasers of timber or other valuable materials, and their agents, hereinafter individually referred to as "Permittee" and collectively referred to as "Permittees," to exercise the rights granted to it herein. Provided, that when State or one of its Permittees plans to use any portion of said road for the purpose of hauling timber or other valuable materials, such party shall notify Grantor at least fifteen (15) days prior to the commencement of use of said rights, advising of the portion of road to be used, the approximate dates when such use will begin and end, and of the approximate volumes of forest products or valuable materials to be hauled and upon the completion of such use notify Grantor.

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

Indemnity. State shall defend, indemnify and hold harmless the Grantor from all claims that arise out of the negligence of State or its Permittee in their use of the easement. A "claim" as used in this section means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the resulting loss of use. Notwithstanding the foregoing, State's obligation to defend, indemnify, and hold harmless the Grantor from any judgment, decree or arbitration award shall extend only to the percentage of negligence of State and its Permittee in contribution to such claim. State waives its immunity under Title 51 RCW only to the extent it is required to indemnify, defend and hold harmless Grantor. This indemnification shall survive the expiration or termination of the easement.

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

Dated: 9/25/, 2023

GRANTOR
RANDALL and TRACY RIDGE

Randall Ridge

By: Randall Ridge
731 185th Ave. NE
Snohomish, WA 98290
Phone: 425-343-4892

Dated: 9/25, 2023

Tracy Ridge

By: Tracy Ridge
731 185th Ave. NE
Snohomish, WA 98290
Phone: 425-343-4892

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Dated: October 16, 2023

Todd Welker

Todd Welker
Acting Deputy Supervisor for State Uplands
PO Box 7000
1111 Washington Street SE
Olympia, WA 98504-7000
360-902-1600



Approved as to Form this
11th day of March, 2008.
By: Roger Braden
Assistant Attorney General
State of Washington

INDIVIDUAL ACKNOWLEDGMENT

STATE OF WASHINGTON

County of SKAGIT

I certify that I know or have satisfactory evidence that RANDALL RIDGE is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in this instrument.

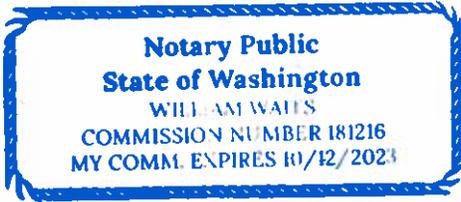
Dated: 9-25-2023

[Handwritten Signature]

(Signature)

WILLIAM WATTS

(Print Name)



Notary Public in and for the State of Washington, residing at SEDRO-WOOLLEY, WA

My appointment expires 10-02-2023

INDIVIDUAL ACKNOWLEDGMENT

STATE OF WASHINGTON

County of SKAGIT

I certify that I know or have satisfactory evidence that TRACY RIDGE is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in this instrument.

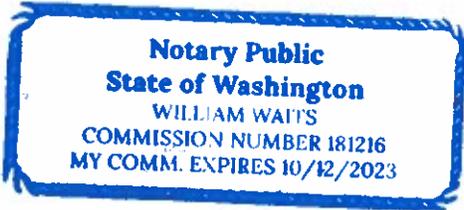
Dated: 9-25-2023

[Handwritten Signature]

(Signature)

WILLIAM WAITS

(Print Name)



Notary Public in and for the State of Washington, residing at SEORO-WOOLLEY, WA

My appointment expires 10-02-2023

STATE ACKNOWLEDGMENT

State of Washington

County of thurston

I certify that I know or have satisfactory evidence that Todd Welker is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Deputy Supervisor for State Uplands of the Department of Natural Resources of the State of Washington to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 10/16/2023

Tami K. Kellogg
(Signature)

Tami K. Kellogg
(Print Name)



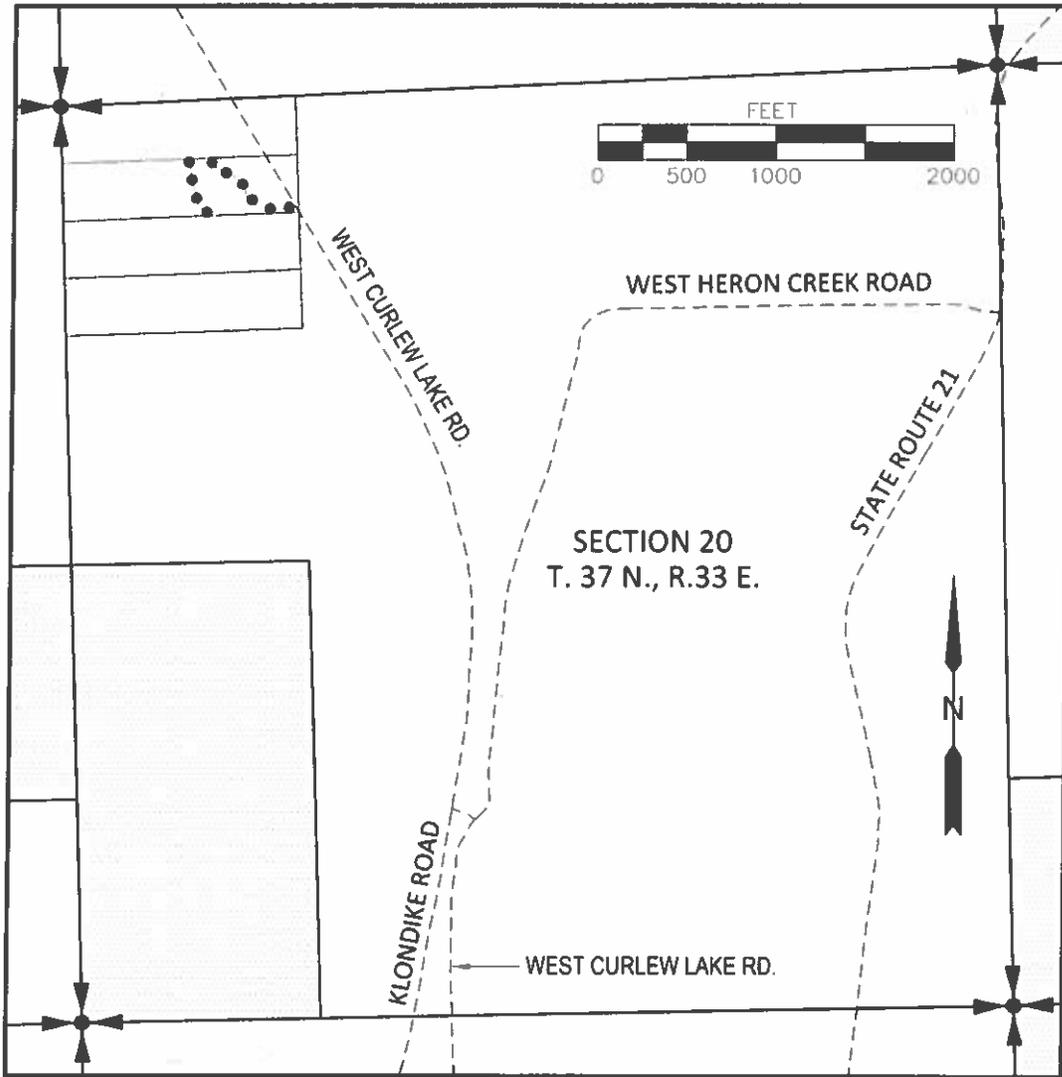
Notary Public in and for the State of Washington,
residing at McCleary

My appointment expires 11/28/2024

**EXHIBIT A
BURDENED PARCEL
Grantor Land**

That private road Boulder Way shown as Lot 3 of Bolder Short Plat No. 1, recorded on September 16, 2021, in Book 2 of surveys, page 110, under Auditor's File Number 296496, records of Ferry County, WA.

**EXHIBIT B
EASEMENT AREA**



LEGEND

MAP PREPARED: 8/16/2022

-  SECTION CORNER
-  STATE LAND
-  RIDGE TO STATE EASEMENT AREA (55-103832)
WIDTH: 40 FEET, LENGTH: 980 FEET, AREA: 0.9 ACRES

EXHIBIT C
BENEFITED PARCEL(S)
State Land

The West Half of the Southwest Quarter of Section 20, Township 37 North, Range 33 East, W.M., in Ferry County, State of Washington.

The Southwest Quarter of the Northeast Quarter; and the North Half and the Southwest Quarter of the Southeast Quarter; and the East Half of the Southwest Quarter; and the West Half of the West Half of the Northwest Quarter of Section 19; all in Township 37 North, Range 33 East, W.M., in Ferry County, State of Washington.

The Southeast Quarter of the Northeast Quarter of Section 24, Township 37 North, Range 32 East, W.M., in Ferry County, State of Washington.

When recorded return to:
Department of Natural Resources
Northeast Region
Attn: Rights of Way
225 S. Silke Rd.
Colville, WA 99114



PAID

JUN 07 2023

Ferry County Treasurer
by *[Signature]*

EXCISE TAX	
ST	11.00
INT ST	.04
PEN ST	.68
TECH	5.00
REC #	23-197
LOC	2.50
LOC	.01
LOC	
PROC	



WASHINGTON STATE DEPARTMENT OF
NATURAL RESOURCES
HILARY S. FRANZ | COMMISSIONER OF PUBLIC LANDS

Grantor(s): GREG PORTER
Grantee(s): DEPARTMENT OF NATURAL RESOURCES, STATE OF WASHINGTON
Legal Description: N 1/2 less the S 1/2 of the NW 1/4 of the NW 1/4 of Section 20, Township 37 N, Range 33 E, W.M., in Ferry County WA
Assessor's Property Tax Parcel or Account Number: 33720220002400
DNR Easement No. 55-103833

EASEMENT

THIS AGREEMENT, made and entered into this ^{14th} ~~20~~ day of ^{April} ~~March~~, 20²³
by and between GREG PORTER herein called "Grantor," and STATE OF WASHINGTON,
acting by and through the Department of Natural Resources, herein called "State,"
WITNESSETH:

Conveyance. Grantor, for and in consideration of ONE THOUSDAND and no/100 Dollars (\$1,000.00), hereby grants, conveys, and warrants to State, its successors and assigns, a permanent Easement over a parcel of land in FERRY County legally described as set forth in Exhibit "A" (hereafter Burdened Parcel) said Easement to be FORTY (40) feet in width running TWENTY (20) feet on each side of a centerline of a road located approximately as shown on Exhibit "B" (hereafter Easement Area).

Purpose. The Easement is conveyed to provide ingress and egress to and from lands owned by State for any and all purpose. Authorized use shall include the right to travel, maintain, repair, construct or reconstruct the Easement Area.

Appurtenant. This Easement shall be deemed appurtenant to the real property now owned by State located in FERRY County, legally described as set forth in Exhibit "C" attached hereto and such real property hereafter acquired by the State (hereafter Benefited Parcels.)

Reservations. Grantor reserves the right at all times for any purpose, to cross and recross the Easement Area at any place on grade or otherwise. Grantor may grant to third parties any or all of the rights reserved therein; provided that use by such party shall be subject to the terms and conditions of this Easement and shall not unreasonably interfere with the rights granted to State herein. Grantor reserves all timber now on or hereafter growing within the rights of way on said lands and the right to remove said timber via the right of way herein granted.

Relocation. State shall have the right to relocate the Easement at State's sole cost so long as the new location does not unreasonably interfere with the reserved rights of the Grantor herein.

Maintenance. The cost of road maintenance and resurfacing shall be allocated on the basis of respective uses of said roads. When any party uses a road, that party shall perform or cause to be performed, or contribute or cause to be contributed, that share of maintenance and resurfacing occasioned by such use as hereinafter provided. During periods when a road is being used solely by one party, such party shall maintain that portion of said road so used to the standards existing at the time use is commenced. During periods when more than one party is using the same road, or any portion thereof, the parties hereto shall meet and establish necessary maintenance provisions. Such provisions shall include, but shall not be limited to:

- a. The appointment of a maintainer, which may be one of the parties hereto or any third party, who will perform or cause to be performed at a reasonable and agreed upon rate the maintenance and resurfacing of the road or the portion thereof being used; and
- b. A method of payment by which each party using said road or a portion thereof, shall pay its pro rata share of the cost incurred by said maintainer in maintaining or resurfacing said road or portion thereof.

For purposes of this agreement, maintenance is defined as the work normally necessary to preserve and keep the roadway, road structure and road facilities as nearly as possible in their present condition or as hereafter improved.

Repairs. Each party using any portion of a road shall repair, or cause to be repaired, at its sole cost and expense, that damage to said road occasioned by it which is in excess of that which it would cause through normal and prudent usage. Should damage be caused by an unauthorized user, the cost of repair shall be treated as ordinary maintenance and handled as set forth above.

Improvements. Unless the parties agree in writing to share the cost of improvements in advance of such improvements being made, such improvements shall be solely for the account of the improver.

Permittees. State may permit its respective agents, contractors, licensees, lessees, purchasers of timber or other valuable materials, and their agents, hereinafter individually referred to as "Permittee" and collectively referred to as "Permittees," to exercise the rights granted to it herein. Provided, that when State or one of its Permittees plans to use any portion of said road(s) for the purpose of hauling timber or other valuable materials, such party shall notify Grantor at least fifteen (15) days prior to the commencement of use of said rights, advising of the portion of road to be used, the approximate dates when such use will begin and end, and of the approximate volumes of forest products or valuable materials to be hauled and upon the completion of such use notify Grantor.

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

Indemnity. State shall defend, indemnify and hold harmless the Grantor from all claims that arise out of the negligence of State or its Permittee in their use of the easement. A "claim" as used in this section means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the resulting loss of use. Notwithstanding the foregoing, State's obligation to defend, indemnify, and hold harmless the Grantor from any judgment, decree or arbitration award shall extend only to the percentage of negligence of State and its Permittee in contribution to such claim. State waives its immunity under Title 51 RCW only to the extent it is required to indemnify, defend and hold harmless Grantor. This indemnification shall survive the expiration or termination of the easement.

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

GRANTOR
GREG PORTER

Dated: 3 - 20, 2023


By: Greg Porter

Title: Grantor
2474 Morris Ave. Richland, WA 99352
Phone: 971-777-3362

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Dated: April 14th, 2023.



Duane Emmons
Acting Deputy Supervisor for State Uplands
PO Box 7000
1111 Washington Street SE
Olympia, WA 98504-7000



Approved as to Form this
11th day of March, 2008.
By: Roger Braden
Assistant Attorney General
State of Washington

INDIVIDUAL ACKNOWLEDGMENT

STATE OF WASHINGTON

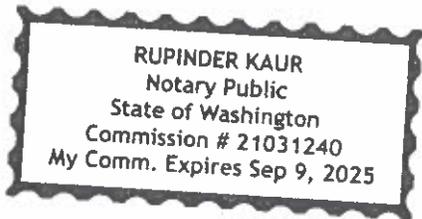
County of Benton

I certify that I know or have satisfactory evidence that Greg Porter is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 03-20-2023

RKaur
(Signature)

RUPINDER KAUR
(Print Name)



Notary Public in and for the State of Washington,
residing at Richland.

My appointment expires 09-09-2025

STATE ACKNOWLEDGMENT

State of Washington

County of _____

I certify that I know or have satisfactory evidence that Duane Emmons is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Deputy Supervisor for State Uplands of the Department of Natural Resources of the State of Washington to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

acting for →

Dated: 4/19/2023

Tami K. Kellogg
(Signature)

Tami K. Kellogg
(Print Name)

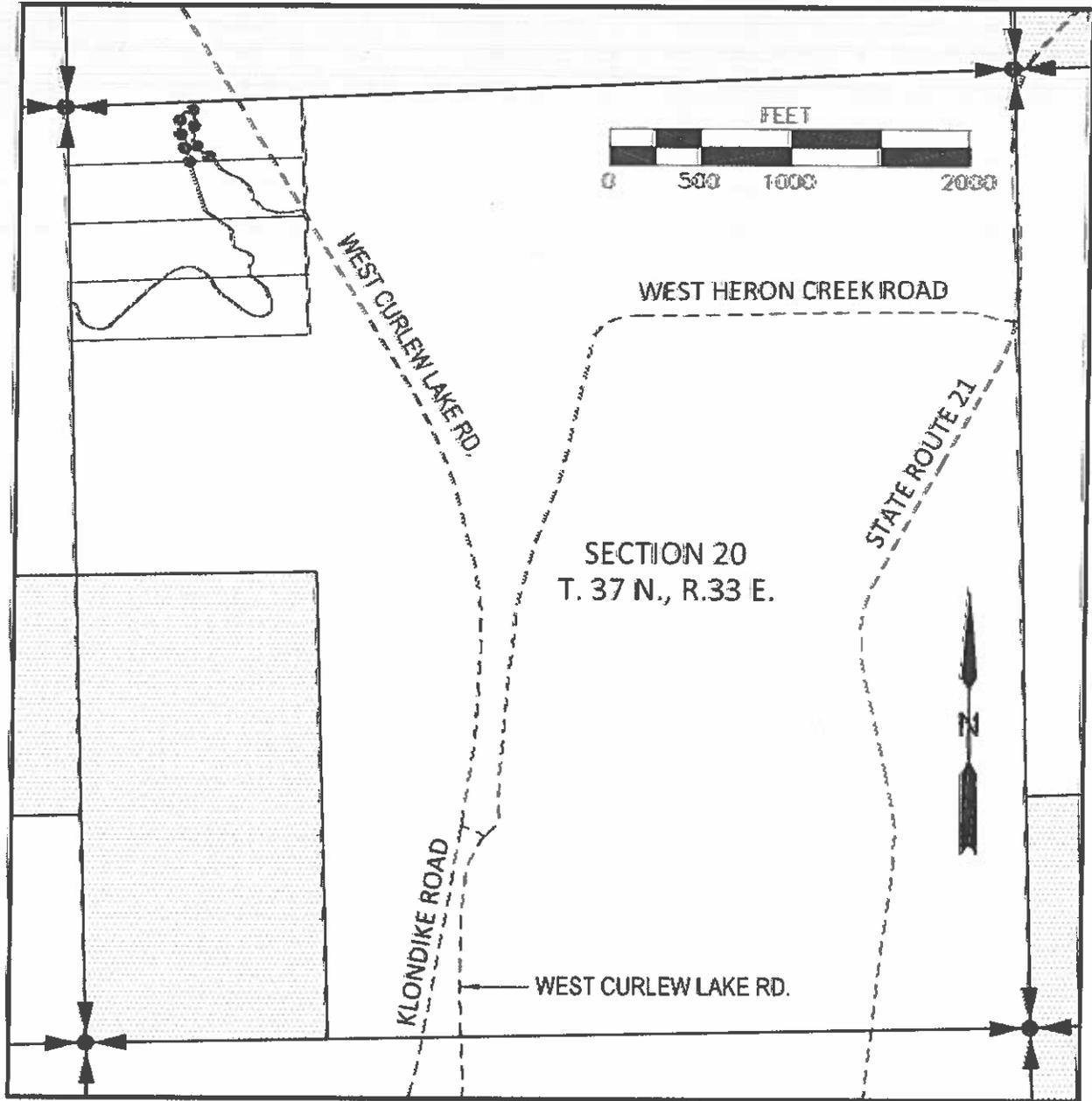


Notary Public in and for the State of Washington,
residing at MCClean

My appointment expires 11/28/2024

**EXHIBIT A
BURDENED PARCEL(S)
Grantor Land**

The North Half, less the South Half of the Northwest Quarter of the Northwest Quarter all located in Section 20, Township 37 North, Range 33 East, W.M., in Ferry County, State of Washington.



LEGEND

MAP PREPARED: 10/31/2022

-  SECTION CORNER
-  STATE LAND
-  PORTER TO STATE EASEMENT AREA (55-103833)
 WIDTH: 40 FEET, LENGTH: 800 FEET, AREA: 0.7 ACRES

EXHIBIT C
BENEFITED PARCEL(S)
State Land

The West Half of the Southwest Quarter of Section 20, Township 37 North, Range 33 East, W.M., in Ferry County, State of Washington.

The Southwest Quarter of the Northeast Quarter; and the North Half and the Southwest Quarter of the Southeast Quarter; and the East Half of the Southwest Quarter; and the West Half of the West Half of the Northwest Quarter of Section 19; all in Township 37 North, Range 33 East, W.M., in Ferry County, State of Washington.

The Southeast Quarter of the Northeast Quarter of Section 24, Township 37 North, Range 32 East, W.M., in Ferry County, State of Washington.



DEPARTMENT OF
NATURAL RESOURCES

OFFICE OF THE COMMISSIONER
OF PUBLIC LANDS
1111 WASHINGTON ST SE
MS 47001
OLYMPIA, WA 98504-7001

360-902-1000
WWW.DNR.WA.GOV

April 10, 2023

MEMORANDUM

TO: Katy Taylor, Chief Operating Officer

FROM: Todd Welker, Deputy Supervisor for State Uplands *TW*

SUBJECT: Delegation of Authority

During my absence April 14-21, 2023, I hereby delegate the authority reserved to the Deputy Supervisor for State Uplands, as set forth in the Delegation Order, dated October 31, 2022, as follows:

Bill Wells, Acting Forest Resources Division Manager, April 14, 2023

Duane Emmons, Assistant Deputy Supervisor for State Uplands, April 17-21, 2023

This delegation excludes appointing authority and discipline or termination decisions, which are referred to you during this period.

c: Executive Management Division
Division Managers
Region Managers



DEPARTMENT OF
NATURAL RESOURCES

OFFICE OF THE COMMISSIONER
OF PUBLIC LANDS

1111 WASHINGTON ST SE
MS 47001
OLYMPIA, WA 98504-7001

360-902-1000
WWW.DNR.WA.GOV

February 16, 2023

MEMORANDUM

TO: Katy Taylor, Chief Operating Officer

FROM: Todd Welker, Deputy Supervisor for State Uplands *TW*

SUBJECT: Delegation of Authority

During my absence February 21-22, 2023, I hereby delegate the authority reserved to the Deputy Supervisor for State Uplands, as set forth in the Delegation Order, dated October 31, 2022, to Duane Emmons, Assistant Deputy Supervisor.

This delegation excludes appointing authority and discipline or termination decisions, which are referred to you during this period.

c: Executive Management Division
Division Managers
Region Managers

When recorded return to:
Department of Natural Resources
Northeast Region
Attn: Rights of Way
225 S. Silke Rd.
Colville, WA 99114

Ferry County, WA Dianna Galvan, Auditor **0299009**
Pgs=10
DEPT OF NATURAL RESOURCES 03/08/2023 11:59 AM



PAID

MAR 08 2023

Ferry County Treasurer
by S. Steel

EXCISE TAX
ST 22.00 LOC 5.00
INT ST _____ LOC _____
PEN ST _____ LOC _____
TECH 5.00 PROC _____
REC # 23-068



WASHINGTON STATE DEPARTMENT OF
NATURAL RESOURCES
HILARY S. FRANZ | COMMISSIONER OF PUBLIC LANDS

Grantors: BRUCE and KRISTINA JACKSON
Grantee: DEPARTMENT OF NATURAL RESOURCES, STATE OF WASHINGTON
Legal Description: E1/2 SE1/4 NE1/4 of Section 19, T37N, R33E, W.M., in Ferry County WA
Assessor's Property Tax Parcel or Account Number: 33719140001200
DNR Easement No. 55-103834

EASEMENT

THIS AGREEMENT, made and entered into this 1ST day of FEBRUARY, 2023
by and between BRUCE and KRISTINA JACKSON herein called "Grantor," and STATE OF
WASHINGTON, acting by and through the Department of Natural Resources, herein called
"State," WITNESSETH:

Conveyance. Grantor, for and in consideration of TWO THOUSAND and no/100 Dollars (\$2000), hereby grants, conveys, and warrants to State, its successors and assigns, a permanent Easement over a parcel of land in FERRY County legally described as set forth in Exhibit "A" (hereafter Burdened Parcel) said Easement to be FORTY (40) feet in width running TWENTY (20) feet on each side of a centerline of a road located approximately as shown on Exhibit "B" (hereafter Easement Area).

Purpose. The Easement is conveyed to provide ingress and egress to and from lands owned by State for any and all purpose. Authorized use shall include the right to travel, maintain, repair, construct or reconstruct the Easement Area. No public access is authorized.

Appurtenant. This Easement shall be deemed appurtenant to the real property now owned by State located in FERRY County, legally described as set forth in Exhibit "C" attached hereto and such real property hereafter acquired by the State (hereafter Benefited Parcels).

Reservations. Grantor reserves the right at all times for any purpose, to cross and recross the Easement Area at any place on grade or otherwise. Grantor may grant to third parties any or all of the rights reserved therein; provided that use by such party shall be subject to the terms and conditions of this Easement and shall not unreasonably interfere with the rights granted to State herein. Grantor reserves all timber now on or hereafter growing within the rights of way on said lands and the right to remove said timber via the right of way herein granted.

Relocation. State shall have the right to relocate the Easement at State's sole cost so long as the new location does not unreasonably interfere with the reserved rights of the Grantor herein.

Maintenance. The cost of road maintenance and resurfacing shall be allocated on the basis of respective uses of said roads. When any party uses a road, that party shall perform or cause to be performed, or contribute or cause to be contributed, that share of maintenance and resurfacing occasioned by such use as hereinafter provided. During periods when a road is being used solely by one party, such party shall maintain that portion of said road so used to the standards existing at the time use is commenced. During periods when more than one party is using the same road, or any portion thereof, the parties hereto shall meet and establish necessary maintenance provisions. Such provisions shall include, but shall not be limited to:

- a. The appointment of a maintainer, which may be one of the parties hereto or any third party, who will perform or cause to be performed at a reasonable and agreed upon rate the maintenance and resurfacing of the road or the portion thereof being used; and
- b. A method of payment by which each party using said road or a portion thereof, shall pay its pro rata share of the cost incurred by said maintainer in maintaining or resurfacing said road or portion thereof.

For purposes of this agreement, maintenance is defined as the work normally necessary to preserve and keep the roadway, road structure and road facilities as nearly as possible in their present condition or as hereafter improved.

Repairs. Each party using any portion of a road shall repair, or cause to be repaired, at its sole cost and expense, that damage to said road occasioned by it which is in excess of that which it would cause through normal and prudent usage. Should damage be caused by an unauthorized user, the cost of repair shall be treated as ordinary maintenance and handled as set forth above.

Improvements. Unless the parties agree in writing to share the cost of improvements in advance of such improvements being made, such improvements shall be solely for the account of the improver.

Permittees. State may permit its respective agents, contractors, licensees, lessees, purchasers of timber or other valuable materials, and their agents, hereinafter individually referred to as "Permittee" and collectively referred to as "Permittees," to exercise the rights granted to it herein. Provided, that when State or one of its Permittees plans to use any portion of said road(s) for the purpose of hauling timber or other valuable materials, such party shall notify Grantor at least fifteen (15) days prior to the commencement of use of said rights, advising of the portion of road to be used, the approximate dates when such use will begin and end, and of the approximate volumes of forest products or valuable materials to be hauled and upon the completion of such use notify Grantor.

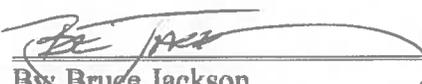
Insurance. The State of Washington, including all its agencies and departments, is self insured for all exposures to tort liability, general liability, property damage liability and vehicle liability, as provided in statute, but only as respects the negligence of State.

Indemnity. State shall defend, indemnify and hold harmless the Grantor from all claims that arise out of the negligence of State or its Permittee in their use of the easement. A "claim" as used in this section means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the resulting loss of use. Notwithstanding the foregoing, State's obligation to defend, indemnify, and hold harmless the Grantor from any judgment, decree or arbitration award shall extend only to the percentage of negligence of State and its Permittee in contribution to such claim. State waives its immunity under Title 51 RCW only to the extent it is required to indemnify, defend and hold harmless Grantor. This indemnification shall survive the expiration or termination of the easement.

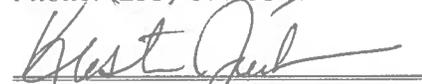
IN WITNESS WHEREOF, the parties hereto have executed this instrument, in duplicate to become effective as of the day and year first above written.

GRANTOR
BRUCE and KRISTINA JACKSON

Dated: 2/1, 2023


By: Bruce Jackson
PO Box 28 Curlew WA 99118
Phone: (253)-677-5347

Dated: 2-1, 2023


By: Kristina Jackson
PO Box 28 Curlew WA 99118
Phone: (253)-677-5347

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Dated: February 22nd, 2023


Todd Welker Duane Emmons
Acting Deputy Supervisor for State Uplands
PO Box 7000
1111 Washington Street SE
Olympia, WA 98504-7000
360-302-1600



Approved as to Form this
11th day of March, 2008.
By: Roger Braden
Assistant Attorney General
State of Washington

INDIVIDUAL ACKNOWLEDGMENT

STATE OF WASHINGTON

County of Ferry

I certify that I know or have satisfactory evidence that Bruce Jackson is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: Feb. 1st 2023

M. McGaffey
(Signature)

Marion McGaffey
(Print Name)

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

My appointment expires Aug. 26th 2024.



INDIVIDUAL ACKNOWLEDGMENT

STATE OF WASHINGTON

County of Ferry

I certify that I know or have satisfactory evidence that Kristina Jackson is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: Feb. 1st 2023

M. McGaffey
(Signature)

Marion McGaffey
(Print Name)



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

My appointment expires Aug. 26th 2024.

STATE ACKNOWLEDGMENT

State of Washington

County of Thurston

I certify that I know or have satisfactory evidence that Todd Welker is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Acting Deputy Supervisor for State Uplands of the Department of Natural Resources of the State of Washington to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 22 February 2023 Kelli Pinchak
(Signature)

KELLI PINCHAK
(Print Name)



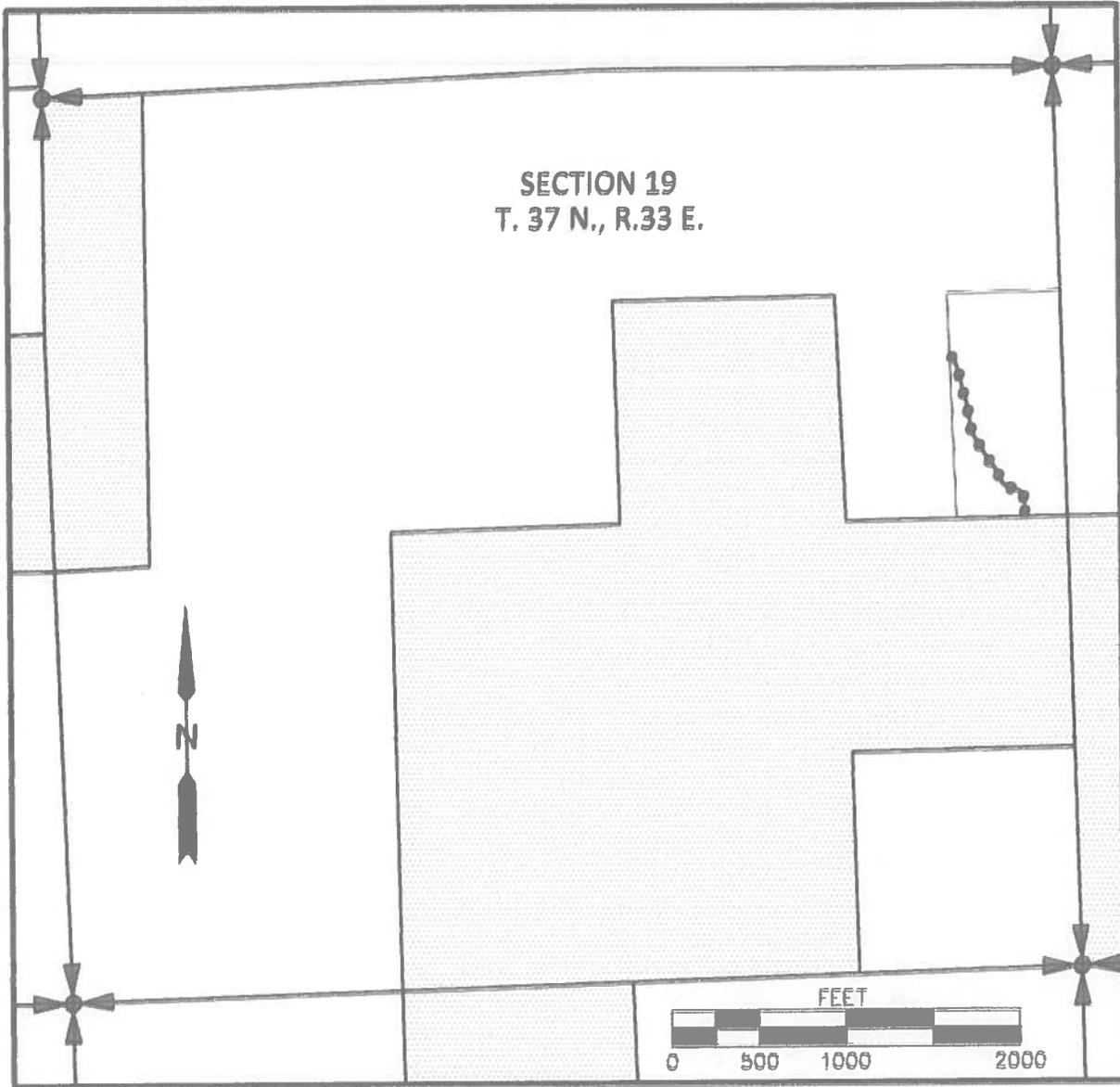
Notary Public in and for the State of Washington,
residing at 4543 N 8th ST

My appointment expires 10-26-2026

EXHIBIT A
BURDENED PARCEL(S)
Grantor Land

The East half of the Southeast quarter of the Northeast quarter all in Section 19 in Township
37 North Range 33 East W.M., in Ferry County WA

**EXHIBIT B
EASEMENT AREA**



LEGEND

MAP PREPARED: 1/5/2022

-  SECTION CORNER
-  STATE LAND
-  JACKSON TO STATE EASEMENT AREA (55-103834)
WIDTH: 40 FEET, LENGTH: 1,100 FEET, AREA: 1.0 ACRES

EXHIBIT C
BENEFITED PARCEL(S)
State Land

The West Half of the Southwest Quarter of Section 20, Township 37 North, Range 33 East, W.M., in Ferry County, State of Washington.

The Southwest Quarter of the Northeast Quarter; and the North Half and the Southwest Quarter; and the East Half of the Southwest Quarter; and the West Half of the West Half of the Northwest Quarter of Section 19; all in Township 37 North, Range 33 East, W.M., in Ferry County, State of Washington.

The Southeast Quarter of the Northeast Quarter of Section 24, Township 37 North, Range 32 East, W.M., in Ferry County, State of Washington.

When recorded return to:
Department of Natural Resources
Northeast Region
Attn: Rights of Way
225 S. Silke Rd.
Colville, WA 99114

Ferry County, WA Dianna Galvan,
Pgs=10 Auditor **0299071**
DEPARTMENT OF NATURAL 03/29/2023 11:35 AM

00031096202302990710100104

PAID

MAR 29 2023

Ferry County Treasurer
by *Channon Jensen*

EXCISE TAX
ST 48.40 LOC 11.00
INT ST _____ LOC _____
PEN ST _____ LOC _____
TECH 5.00 PROC _____
REC # 23-100



WASHINGTON STATE DEPARTMENT OF
NATURAL RESOURCES
HILARY S. FRANZ | COMMISSIONER OF PUBLIC LANDS

Grantors: RYAN WAYNE MACKENZIE AND JENNIFER MARIE MACKENZIE
Grantee: DEPARTMENT OF NATURAL RESOURCES, STATE OF WASHINGTON
Legal Description: NE1/4 NE1/4, Section 19, Township 37N, Range 33E W.M., Ferry County Washington.
Assessor's Property Tax Parcels: 33719110002200 and 33719110002300
DNR Easement No. 55-103858

EASEMENT

THIS AGREEMENT, made and entered into this 27th day of February, 2023, by and between RYAN WAYNE MACKENZIE AND JENNIFER MARIE MACKENZIE herein called "Grantors," and STATE OF WASHINGTON, acting by and through the Department of Natural Resources, herein called "State," WITNESSETH:

Conveyance. Grantor, for and in consideration of FOUR THOUSAND FOUR HUNDRED and no/100 Dollars (\$4,400.00), hereby grants, conveys, and warrants to State, its successors and assigns, a permanent Easement over parcels of land in FERRY County legally described as set forth in Exhibit "A" (hereafter Burdened Parcels) said Easement to be FORTY (40) feet in width running TWENTY (20) feet on each side of a centerline of a road located approximately as shown on Exhibit "B" (hereafter Easement Area).

Purpose. The Easement is conveyed to provide ingress and egress to and from lands owned by State for any and all purposes. Authorized use shall include the right to travel, maintain, repair, construct or reconstruct the Easement Area. No public access is authorized.

Appurtenant. This Easement shall be deemed appurtenant to the real property now owned by State located in FERRY County, legally described as set forth in Exhibit "C" attached hereto and such real property hereafter acquired by the State (hereafter Benefited Parcel(s)).

Reservations. Grantor reserves the right at all times for any purpose, to cross and recross the Easement Area at any place on grade or otherwise. Grantor may grant to third parties any or all of the rights reserved therein; provided that use by such party shall be subject to the terms and conditions of this Easement and shall not unreasonably interfere with the rights granted to State herein. Grantor reserves all timber now on or hereafter growing within the rights of way on said lands and the right to remove said timber via the right of way herein granted.

Relocation. State shall have the right to relocate the Easement at State's sole cost so long as the new location does not unreasonably interfere with the reserved rights of the Grantor herein.

Maintenance. The cost of road maintenance and resurfacing shall be allocated on the basis of respective uses of said roads. When any party uses a road, that party shall perform or cause to be performed, or contribute or cause to be contributed, that share of maintenance and resurfacing occasioned by such use as hereinafter provided. During periods when a road is being used solely by one party, such party shall maintain that portion of said road so used to the standards existing at the time use is commenced. During periods when more than one party is using the same road, or any portion thereof, the parties hereto shall meet and establish necessary maintenance provisions. Such provisions shall include, but shall not be limited to:

- a. The appointment of a maintainer, which may be one of the parties hereto or any third party, who will perform or cause to be performed at a reasonable and agreed upon rate the maintenance and resurfacing of the road or the portion thereof being used; and
- b. A method of payment by which each party using said road or a portion thereof, shall pay its pro rata share of the cost incurred by said maintainer in maintaining or resurfacing said road or portion thereof.

For purposes of this agreement, maintenance is defined as the work normally necessary to preserve and keep the roadway, road structure and road facilities as nearly as possible in their present condition or as hereafter improved.

Repairs. Each party using any portion of a road shall repair, or cause to be repaired, at its sole cost and expense, that damage to said road occasioned by it which is in excess of that which it would cause through normal and prudent usage. Should damage be caused by an unauthorized user, the cost of repair shall be treated as ordinary maintenance and handled as set forth above.

Improvements. Unless the parties agree in writing to share the cost of improvements in advance of such improvements being made, such improvements shall be solely for the account of the improver.

Permittees. State may permit its respective agents, contractors, licensees, lessees, purchasers of timber or other valuable materials, and their agents, hereinafter individually referred to as

“Permittee” and collectively referred to as “Permittees,” to exercise the rights granted to it herein. Provided, that when State or one of its Permittees plans to use any portion of said road(s) for the purpose of hauling timber or other valuable materials, such party shall notify Grantor at least fifteen (15) days prior to the commencement of use of said rights, advising of the portion of road to be used, the approximate dates when such use will begin and end, and of the approximate volumes of forest products or valuable materials to be hauled and upon the completion of such use notify Grantor.

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

Indemnity. State shall defend, indemnify and hold harmless the Grantor from all claims that arise out of the negligence of State or its Permittee in their use of the easement. A "claim" as used in this section means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the resulting loss of use. Notwithstanding the foregoing, State's obligation to defend, indemnify, and hold harmless the Grantor from any judgment, decree or arbitration award shall extend only to the percentage of negligence of State and its Permittee in contribution to such claim. State waives its immunity under Title 51 RCW only to the extent it is required to indemnify, defend and hold harmless Grantor. This indemnification shall survive the expiration or termination of the easement.

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

RYAN WAYNE AND JENNIFER MARIE
MACKENZIE

Dated: 2/27, 2023.



By: Ryan Wayne Mackenzie
19296 Quail Way NW
Soap Lake WA 98851
Phone: (509) 707-9453

Dated: 2/27, 2023.



By: Jennifer Marie Mackenzie
19296 Quail Way NW
Soap Lake WA 98851
Phone: (509) 707-9453

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Dated: March 10, 2023



Todd Welker
Deputy Supervisor for State Uplands
PO Box 7000
1111 Washington Street SE
Olympia, WA 98504-7000
(360) 902-1600



Approved as to Form this
11th day of March, 2008.
By: Roger Braden
Assistant Attorney General
State of Washington

INDIVIDUAL ACKNOWLEDGMENT

STATE OF WASHINGTON

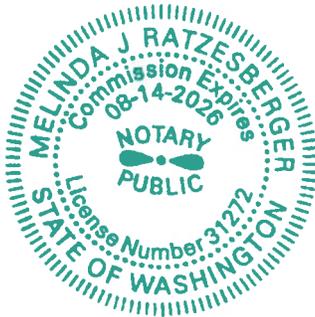
County of Grant

I certify that I know or have satisfactory evidence that Ryan Wayne Mackenzie is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: Feb. 27, 2023

Melinda J. Ratzesberger
(Signature)

Melinda J. Ratzesberger
(Print Name)



Notary Public in and for the State of Washington,
residing at Soap Lake

My appointment expires 8-14-2026

INDIVIDUAL ACKNOWLEDGMENT

STATE OF WASHINGTON

County of Grant

I certify that I know or have satisfactory evidence that Jennifer Marie Mackenzie is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: Feb. 27, 2023

Melinda J. Ratzesberger
(Signature)

Melinda J. Ratzesberger
(Print Name)



Notary Public in and for the State of Washington,
residing at Soap Lake

My appointment expires 8-14-2026

STATE ACKNOWLEDGMENT

State of Washington

County of Thurston

I certify that I know or have satisfactory evidence that Todd Welker is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Deputy Supervisor for State Uplands of the Department of Natural Resources of the State of Washington to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: March 20, 2023 Tami K. Kellogg
(Signature)

Tami K. Kellogg
(Print Name)



Notary Public in and for the State of Washington,
residing at McCleary.

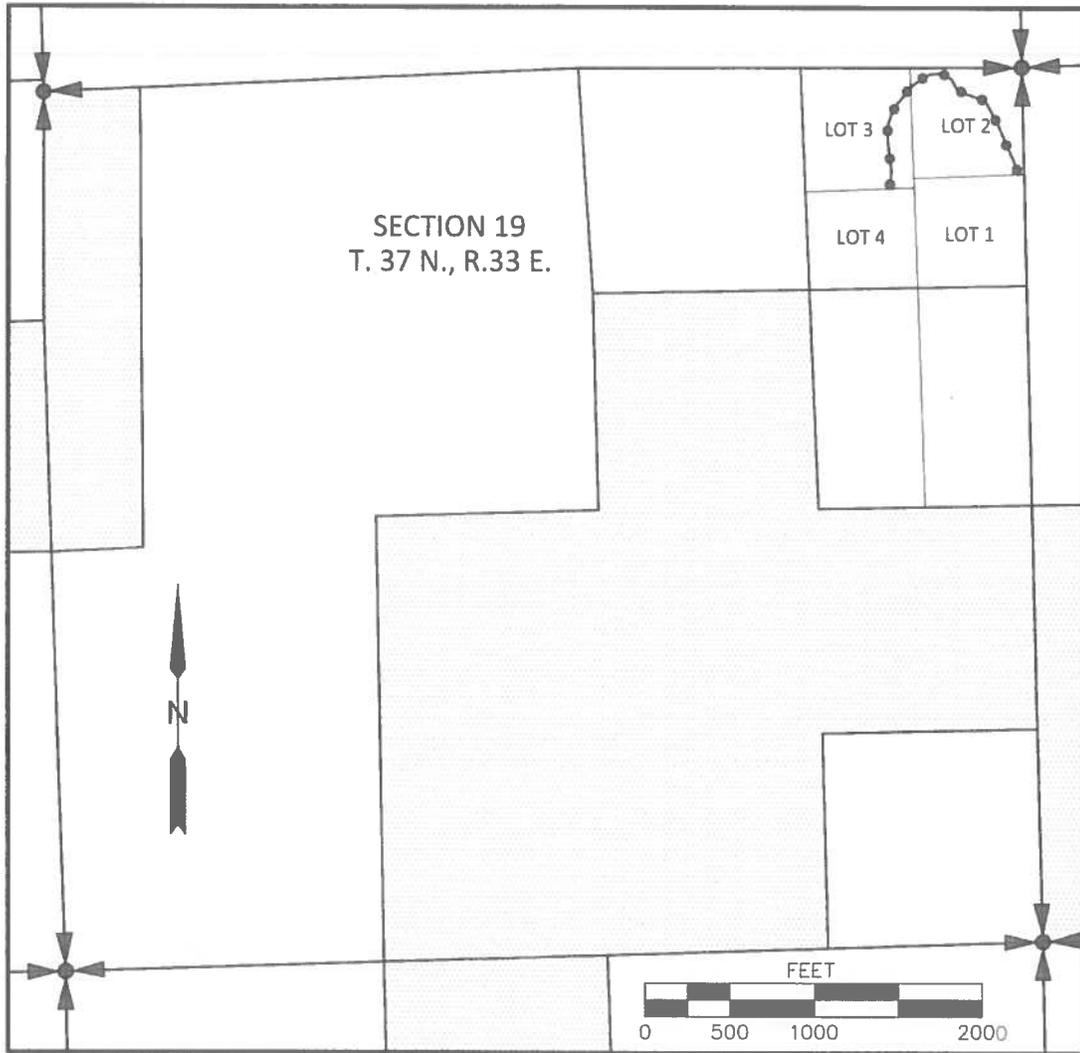
My appointment expires 11/28/2024.

**EXHIBIT A
BURDENED PARCEL(S)
Grantor Land**

Lots Two (2) and Three (3) of the Bolder Short Plat 2 #21-028, per plat thereof recorded February 2, 2022, in Book 2 of Surveys, page 111, under Auditor's File No. 297294, records of Ferry County, Washington.

Situate in the County of Ferry, State of Washington.

**EXHIBIT B
EASEMENT AREA**



SECTION 19
T. 37 N., R. 33 E.

LOT 3

LOT 2

LOT 4

LOT 1

N

FEET

0 500 1000 2000

LEGEND

MAP PREPARED: 2/7/2023



SECTION CORNER



STATE LAND



MACKENZIE TO STATE EASEMENT AREA (55-103858)
WIDTH: 40 FEET, LENGTH: 1,600 FEET, AREA: 1.5 ACRES

**EXHIBIT C
BENEFITED PARCEL(S)**

State Land

The West Half of the Southwest Quarter of Section 20, Township 37 North, Range 33 East, W.M., in Ferry County, State of Washington.

The Southwest Quarter of the Northeast Quarter; and the North Half and the Southwest Quarter of the Southeast Quarter; and the East Half of the Southwest Quarter; and the West Half of the West Half of the Northwest Quarter of Section 19; all in Township 37 North, Range 33 East, W.M., in Ferry County, State of Washington.

The Southeast Quarter of the Northeast Quarter of Section 24, Township 37 North, Range 32 East, W.M., in Ferry County, State of Washington.



WASHINGTON STATE DEPARTMENT OF
NATURAL RESOURCES
HILARY S. FRANZ | COMMISSIONER OF PUBLIC LANDS

ROAD USE PERMIT

Permit No. 55-103835

THIS PERMIT, made and entered into this 21st
3RD day of MARCH, 2023, by and
between Betschart Electric Inc. PSP, herein called the "Grantor," and the State of Washington,
acting by and through the Department of Natural Resources, herein called the "Grantee."

Conveyance. Grantor, for and in consideration of the terms and conditions specified herein, hereby grants and conveys to the Grantee, for the official purpose of resource administration and management, and for the purpose of hauling forest products and/or other profits including but not limited to sand, gravel, stone or farm products, and performing management activities associated with timber production, agriculture or the extraction of profits, and a nonexclusive permit to use a road over and across a strip of land, hereinafter defined as the "premises," in the South 1/2 of the Northwest 1/4, Northwest 1/4 Northwest 1/4, all in Section 18, Township 37 North, Range 33 East, W.M., in Ferry County, State of Washington. The location of said premises is located approximately as shown on Exhibit A, attached hereto. Said premises shall be confined to such widths as indicated on Exhibit A. The word premises, when used herein, means a strip of land whether or not there is an existing road located thereon. The word "road" shall mean roads now existing or hereafter constructed on the premises, or any segment of such road.

The permit is subject to the terms and conditions hereinafter set out.

Consideration. The consideration is as follows: ONE THOUSAND and no/100 Dollars (\$1,000.00) payable to David G and Susan J. Betschart. The consideration is not due until thirty days after the Grantee enters into a timber sale contract for the Klondike Timber Sale. Prior to payment, Grantee shall be limited to administrative use of the road. No commercial hauling, road building or improvements to existing roads will occur until the consideration is paid in full.

Termination. This permit shall terminate November 30th, 2028, or earlier when requested by the Grantee; provided, however, that this permit may be suspended or terminated upon the breach of any of the conditions herein.

Reservations. Grantor reserves all rights incident to fee ownership of the premises and the

profits thereon (including timber) and the right of use for any purpose including but not limited to the right to remove profits within the premises; the right at all times to cross and re-cross the premises at any place on grade or otherwise; and the right to use, maintain, patrol, reconstruct or repair the premises. Grantor may grant to third parties any and all rights reserved.

Compliance with Laws. For all activities conducted pursuant to this Permit, each party shall, at its own expense, comply with all applicable laws in effect now and as hereafter modified.

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

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

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

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

- The appointment of a maintainer, which may be one of the parties or any third party, to perform or contract the maintenance;

- The extent of resurfacing necessary to keep the road safe and to reduce environmental impacts; and

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

Repairs. Grantee shall repair, or cause to be repaired at its sole cost, that damage to the Road arising out of its use which is in excess of that which it would cause through normal and prudent usage. Damage caused by an unauthorized user shall be repaired at the expense of the Grantee if the Grantee is the sole user of the road, the Grantor if the Grantor is the sole user of the road and shared jointly if there is joint use of the road.

Improvements. Unless the parties agree in writing to share the cost of improvements in advance of such improvements being made, such improvements shall be solely for the account of the improver. Improvements will include (but not be limited to) installing a temporary steel gate along the southern boundary at commencement of road work. Upon completion of all harvest activities the temporary gate will be removed and replaced with wire fencing, additionally two earthen barricades will be installed where the easement area leaves the subject property along the southern boundary as indicated in exhibit B.

Prior rights. This permit is subject to any rights and valid claims previously conveyed by Grantor, and to any rights and valid claims pending on said premises. Grantee rights herein are subject to all matters of public record and to all prior unrecorded or recorded easements, permits, leases and options affecting said lands or Grantee rights across, over or upon such lands. Grantee rights herein are also subject to the rights of the Grantor to use its own lands for any and all legal purposes including the use of the land by third parties with the permission of the Grantor.

Operational Restrictions. The gate shall be shut and locked when harvest and or haul operations are not occurring in the unit accessed by this permit.

Plan of Operation. If Grantee intends to construct or reconstruct roads within the premises, Grantee shall obtain Grantor's written approval of the road construction plans prior to commencing construction work.

Damage. Grantee shall take all reasonable precautions to protect Grantor-owned timber, crops and improvements. The Grantee must notify the Grantor two (2) weeks in advance of completion of said operations for the purpose of inspection for compliance with the terms hereof. Grantee shall pay Grantor for any damage to timber, crops and improvements not identified and paid for under the terms and conditions of this Permit. Grantor shall appraise the damage at market value at the time of damage and bill Grantee for said damages at said value.

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

Survey Markers. Grantee shall not destroy any land survey monuments marking local control points, geodetic control points, and land boundary survey corners without prior written approval from the landowner, which shall not be unreasonably withheld. Land survey monuments that must necessarily be disturbed or destroyed during construction or maintenance activities must be adequately referenced and replaced, at the Grantee's expense, under the direction of a Professional Land Surveyor, licensed in the State of Washington, in accordance with all applicable laws of the State of Washington in force at the time of construction, including but not limited to RCW 58.24, and all Department of Natural Resources regulations pertaining to preservation of such monuments. As directed under Chapter 332-120 WAC, a Land Surveyor or Engineer must submit an application with the Department of Natural Resources for permission to temporarily remove or destroy a survey monument.

Fire Prevention and Control. The Grantee shall be responsible for satisfying the requirements of the laws of the State of Washington pertaining to Forest Protection and, in addition thereto, the Grantee shall during the closed season of April 15 through October 15 contact Grantor who shall determine any extra requirements pertaining to burning procedure, blasting, watchman, extra patrol, pumpers, tankers, fire hoses, fire tools, etc., which are deemed necessary for prevention and suppression of fire which may result from the Grantee's operations.

Indemnity by Grantee. Grantee shall defend, indemnify and hold harmless the Grantor from all claims that arise out of the negligence of the State or its Permittees in their use of the permit. A "claim" as used in this section means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the resulting loss of use. Notwithstanding the foregoing, State's obligation to defend, indemnify, and hold harmless the Grantor from any judgment, decree or arbitration award shall extend only to the percentage of negligence of State and its Permittee in contribution to such claim. State waives its immunity under Title 51 RCW only to the extent it is required to indemnify, defend and hold harmless Grantor. This indemnification shall survive the expiration or termination of the permit.

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

To State:

To Grantor:

DEPARTMENT OF NATURAL
RESOURCES
NE REGION
225 S Silke Road
Colville, WA 99214

Betschart Electric Inc. PSP
David G. & Susan J Betschart, TRS
4570 Avery Ln, Suite C-289
Lacey, WA 98503

Integrated Agreement; Modification. This Permit constitutes the entire agreement and understanding of the parties with respect to the subject matter of the Permit and supersedes all prior negotiations and representations. This Permit may not be modified except in writing signed by the parties. The parties agree to execute any additional documents reasonably necessary to effectuate the provisions and purposes of this Permit.

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

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

Assignment. This Permit, and any of the rights granted herein, shall not be assigned without prior written consent of Grantor, except that said rights granted herein may be used by any Permittee, while engaged in the Grantee's operations.

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

Exhibits. All exhibits referred to in this Permit are deemed to be incorporated in this Permit in their entirety.

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

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

IN WITNESS WHEREOF, the parties hereto have caused this Permit to be executed as below subscribed.

GRANTOR : Betschart Electric Inc. PSP

Dated: MARCH 3RD, 2023.

David S. Betschart
Susan J. Betschart
David G and Susan J. Betschart
Trustees
4570 Avery Lane, Suite C-289
Lacey, WA 98503

GRANTEE: Washington State Department of
Natural Resources

Dated: 3. 21, 2023.

Brett Walker for
Pat Ryan Assistant Region Manager
State Lands
225 S Silke Road, Colville, WA 99214
509-684-7474



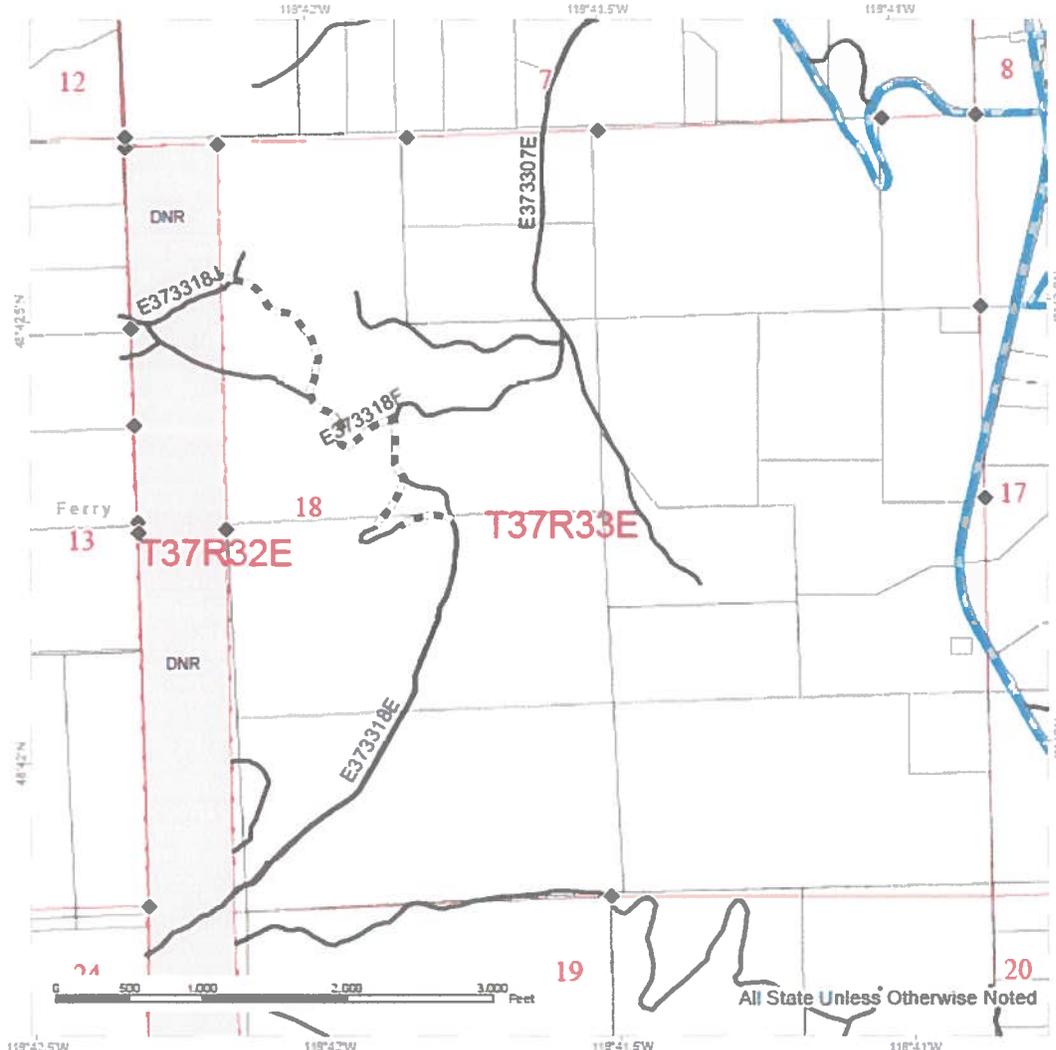
Approved as to Form this
11th day of June, 2004.
By: James Schwartz
Assistant Attorney General
State of Washington

Revised as to Form this
11th day of March, 2008
Roger Braden, Assistant Attorney General

Exhibit A Permit Premises

EXHIBIT MAP

CONTRACT TYPE: ROAD USE PERMIT	REGION: Northeast Region
AGREEMENT #: 55-103835	COUNTY(S): Ferry
TOWNSHIP(S): T37R33E	
GRANTOR: Betschart Electric INC PSP	
GRANTEE: DNR	

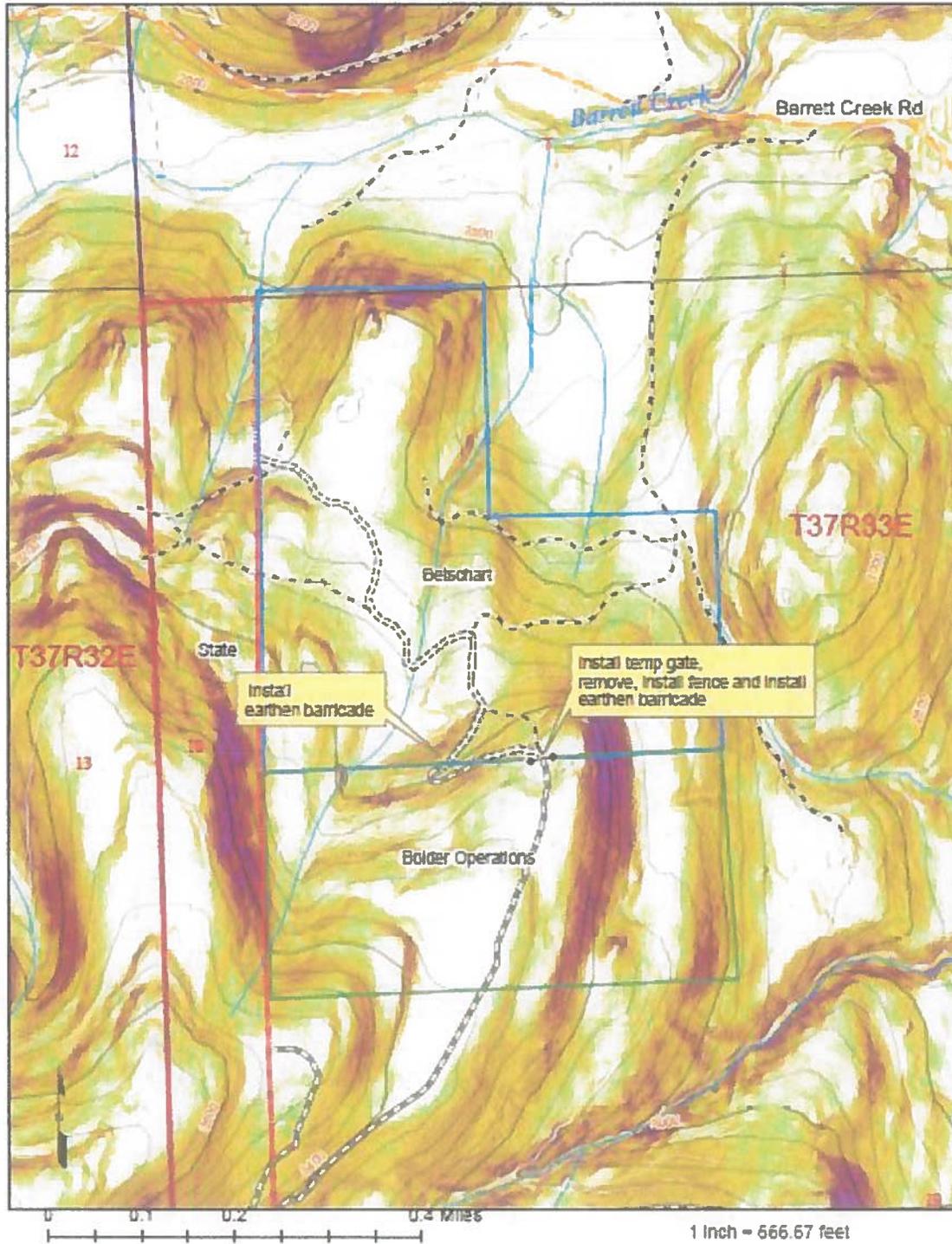


DNR Managed Lands	Roads
Public Land Survey Sections	County Roads from DOT
Public Land Survey Townships	Betschart Easement Area: 40' in width, running 20' along each side of centerline and 3200' in length
Survey Monument	

Prepared By: mlou490

Modification Date: mlou490 6/30/2022

Exhibit B
Gate and Earthen Barricade Locations
Klondike





WASHINGTON STATE DEPARTMENT OF
NATURAL RESOURCES
HILARY S. FRANZ | COMMISSIONER OF PUBLIC LANDS

ROAD USE PERMIT

Permit No. 55-105492

THIS PERMIT, made and entered into this 20th day of August, 2023, by and between Travis Wellman, herein called the "Grantor," and the State of Washington, acting by and through the Department of Natural Resources, herein called the "Grantee."

Conveyance. Grantor, for and in consideration of the terms and conditions specified herein, hereby grants and conveys to the Grantee, for the purpose of hauling forest products and performing management activities associated with timber production, a nonexclusive permit to use a road over and across a strip of land, hereinafter defined as the "premises," in the Southeast Quarter of the Northeast Quarter of Section 36, Township 37 North, Range 32 East, W.M., in Ferry County, State of Washington. The location of said premises is located approximately as shown on Exhibit A, attached hereto. Said premises shall be confined to such widths as indicated on Exhibit A. The word premises, when used herein, means a strip of land whether or not there is an existing road located thereon. The word "road" shall mean roads now existing or hereafter constructed on the premises, or any segment of such road.

The permit is subject to the terms and conditions hereinafter set out.

Consideration. The consideration is as follows: FIVE HUNDRED and no/100 DOLLARS (\$500.00). The consideration is not due until thirty days after the Grantee enters into a timber sale contract for the Klondike Timber Sale. Prior to payment, Grantee shall be limited to administrative use of the road. No commercial hauling will occur until the consideration is paid in full. In the event that the Grantee is granted a perpetual easement over this road within two (2) years of the termination date of this permit, the Grantee shall be entitled to a credit in the amount of FIVE HUNDRED and no/100 Dollars (\$500.00), which shall be applied to the consideration to be paid for the easement.

Termination. This permit shall terminate August 9, ~~December 31~~, 2028, or earlier when requested by the Grantee; provided, however, that this permit may be suspended or terminated upon the breach of any of the conditions herein.

Reservations. Grantor reserves all rights incident to fee ownership of the premises and the

profits thereon (including timber) and the right of use for any purpose including but not limited to the right to remove profits within the premises; the right at all times to cross and re-cross the premises at any place on grade or otherwise; and the right to use, maintain, patrol, reconstruct or repair the premises. Grantor may grant to third parties any and all rights reserved.

Compliance with Laws. For all activities conducted pursuant to this Permit, each party shall, at its own expense, comply with all applicable laws in effect now and as hereafter modified.

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

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

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

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

The appointment of a maintainer, which may be one of the parties or any third party, to perform or contract the maintenance;

The extent of resurfacing necessary to keep the road safe and to reduce environmental impacts; and

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

Repairs. Grantee shall repair, or cause to be repaired at its sole cost, that damage to the Road arising out of its use which is in excess of that which it would cause through normal and prudent usage. Damage caused by an unauthorized user shall be repaired at the expense of the Grantee if

the Grantee is the sole user of the road, the Grantor if the Grantor is the sole user of the road and shared jointly if there is joint use of the road.

Improvements. Unless the parties agree in writing to share the cost of improvements in advance of such improvements being made, such improvements shall be solely for the account of the improver.

Prior rights. This permit is subject to any rights and valid claims previously conveyed by Grantor, and to any rights and valid claims pending on said premises. Grantee rights herein are subject to all matters of public record and to all prior unrecorded or recorded easements, permits, leases and options affecting said lands or Grantee rights across, over or upon such lands. Grantee rights herein are also subject to the rights of the Grantor to use its own lands for any and all legal purposes including the use of the land by third parties with the permission of the Grantor.

Operational Restrictions. Site-specific operational requirements are listed in Exhibit B. Non-compliance with these requirements shall constitute a breach of contract and may result in the Grantor suspending operations until the breach is remedied.

Damage. Grantee shall take all reasonable precautions to protect Grantor-owned timber, crops and improvements. The Grantee must notify the Grantor two (2) weeks in advance of completion of said operations for the purpose of inspection for compliance with the terms hereof. Grantee shall pay Grantor for any damage to timber, crops and improvements not identified and paid for under the terms and conditions of this Permit. Grantor shall appraise the damage at market value at the time of damage and bill Grantee for said damages at said value.

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

Survey Markers. Grantee shall not destroy any land survey monuments marking local control points, geodetic control points, and land boundary survey corners without prior written approval from the landowner, which shall not be unreasonably withheld. Land survey monuments that

must necessarily be disturbed or destroyed during construction or maintenance activities must be adequately referenced and replaced, at the Grantee's expense, under the direction of a Professional Land Surveyor, licensed in the State of Washington, in accordance with all applicable laws of the State of Washington in force at the time of construction, including but not limited to RCW 58.24, and all Department of Natural Resources regulations pertaining to preservation of such monuments. As directed under Chapter 332-120 WAC, a Land Surveyor or Engineer must submit an application with the Department of Natural Resources for permission to temporarily remove or destroy a survey monument.

Fire Prevention and Control. The Grantee shall be responsible for satisfying the requirements of the laws of the State of Washington pertaining to Forest Protection and, in addition thereto, the Grantee shall during the closed season of April 15 through October 15 contact Grantor who shall determine any extra requirements pertaining to burning procedure, blasting, watchman, extra patrol, pumpers, tankers, fire hoses, fire tools, etc., which are deemed necessary for prevention and suppression of fire which may result from the Grantee's operations.

Indemnity by Grantee. Grantee shall defend, indemnify and hold harmless the Grantor from all claims that arise out of the negligence of the State or its Permittees in their use of the permit. A "claim" as used in this section means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the resulting loss of use. Notwithstanding the foregoing, State's obligation to defend, indemnify, and hold harmless the Grantor from any judgment, decree or arbitration award shall extend only to the percentage of negligence of State and its Permittee in contribution to such claim. State waives its immunity under Title 51 RCW only to the extent it is required to indemnify, defend and hold harmless Grantor. This indemnification shall survive the expiration or termination of the permit.

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

To State:
DEPARTMENT OF NATURAL RESOURCES
NE REGION
225 S SILKE RD
COLVILLE, WA 99114

To Grantor:
TRAVIS WELLMAN
PO BOX 348
REPUBLIC, WA 99166

Integrated Agreement; Modification. This Permit constitutes the entire agreement and understanding of the parties with respect to the subject matter of the Permit and supersedes all prior negotiations and representations. This Permit may not be modified except in writing signed

by the parties. The parties agree to execute any additional documents reasonably necessary to effectuate the provisions and purposes of this Permit.

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

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

Assignment. This Permit, and any of the rights granted herein, shall not be assigned without prior written consent of Grantor, except that said rights granted herein may be used by any Permittee, while engaged in the Grantee's operations.

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

Exhibits. All exhibits referred to in this Permit are deemed to be incorporated in this Permit in their entirety.

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

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

IN WITNESS WHEREOF, the parties hereto have caused this Permit to be executed as below subscribed.

GRANTOR

Dated: July 20, 2023.



Signature, Travis Wellman
Po box 348
Republic, WA 99166

GRANTEE
DEPARTMENT OF NATURAL RESOURCES

Dated: 8-9, 2023



Signature, Brett Walker
NE Region ARM State Lands
225 S Silke Road, Colville, WA 99114
(509) 684-7474

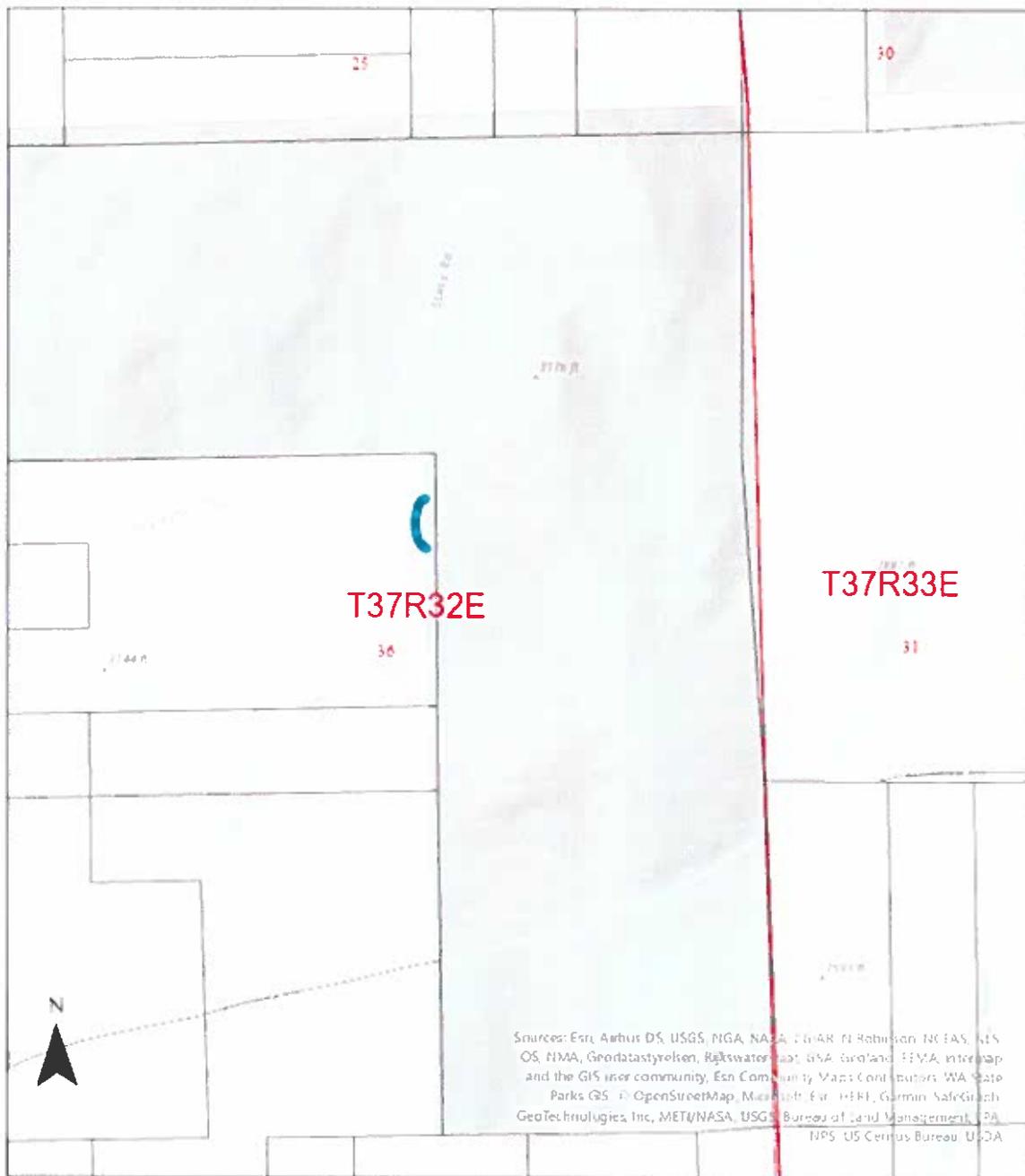


Approved as to Form this
11th day of June, 2004.
By: James Schwartz
Assistant Attorney General
State of Washington

Revised as to Form this
11th day of March, 2008
Roger Braden. Assistant Attorney General

Exhibit A
Permit Premises

A strip of land, approximately 30 feet in width, located in the Southeast Quarter of the Northeast Quarter, Section 36, Township 37 North, Range 32 East, W.M., Ferry County, Washington State.



0 0.04 0.08 0.16 Miles





WASHINGTON STATE DEPARTMENT OF
NATURAL RESOURCES
HILARY S. FRANZ | COMMISSIONER OF PUBLIC LANDS

ROAD USE PERMIT

Permit No. 55-105534

THIS PERMIT, made and entered into this 26TH day of JULY, 2023, by and between Paula Lutz, herein called the "Grantor," and the State of Washington, acting by and through the Department of Natural Resources, herein called the "Grantee."

Conveyance. Grantor, for and in consideration of the terms and conditions specified herein, hereby grants and conveys to the Grantee, for the purpose of performing management activities associated with timber production, a nonexclusive permit to use a road over and across a strip of land, hereinafter defined as the "premises," in the South Half of the Northwest Quarter of Section 20, Township 37 North, Range 33 East, W.M., in Ferry County, State of Washington. The location of said premises is located approximately as shown on Exhibit A, attached hereto. Said premises shall be confined to such widths as indicated on Exhibit A. The word premises, when used herein, means a strip of land whether or not there is an existing road located thereon. The word "road" shall mean roads now existing or hereafter constructed on the premises, or any segment of such road.

The permit is subject to the terms and conditions hereinafter set out.

Consideration. The consideration is as follows: ONE THOUSAND and no 100 Dollars (\$1000.00). The consideration is not due until thirty days after the Grantee enters into a timber sale contract for the Klondike Timber Sale. Prior to payment, Grantee shall be limited to administrative use of the road. No commercial hauling will occur until the consideration is paid in full. In the event that the Grantee is granted a perpetual easement over this road within two (2) years of the termination date of this permit, the Grantee shall be entitled to a credit in the amount of ONE THOUSAND and no/100 Dollars (\$1000.00), which shall be applied to the consideration to be paid for the easement.

Termination. This permit shall terminate 7/30 2028, or earlier when requested by the Grantee; provided, however, that this permit may be suspended or terminated upon the breach of any of the conditions herein.

Reservations. Grantor reserves all rights incident to fee ownership of the premises and the profits thereon (including timber) and the right of use for any purpose including but not limited

to the right to remove profits within the premises; the right at all times to cross and re-cross the premises at any place on grade or otherwise; and the right to use, maintain, patrol, reconstruct or repair the premises. Grantor may grant to third parties any and all rights reserved.

Compliance with Laws. For all activities conducted pursuant to this Permit, each party shall, at its own expense, comply with all applicable laws in effect now and as hereafter modified.

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

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

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

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

The appointment of a maintainer, which may be one of the parties or any third party, to perform or contract the maintenance;

The extent of resurfacing necessary to keep the road safe and to reduce environmental impacts; and

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

Repairs. Grantee shall repair, or cause to be repaired at its sole cost, that damage to the Road arising out of its use which is in excess of that which it would cause through normal and prudent usage. Damage caused by an unauthorized user shall be repaired at the expense of the Grantee if the Grantee is the sole user of the road, the Grantor if the Grantor is the sole user of the road and shared jointly if there is joint use of the road.

Improvements. Unless the parties agree in writing to share the cost of improvements in advance of such improvements being made, such improvements shall be solely for the account of the improver.

Prior rights. This permit is subject to any rights and valid claims previously conveyed by Grantor, and to any rights and valid claims pending on said premises. Grantee rights herein are subject to all matters of public record and to all prior unrecorded or recorded easements, permits, leases and options affecting said lands or Grantee rights across, over or upon such lands. Grantee rights herein are also subject to the rights of the Grantor to use its own lands for any and all legal purposes including the use of the land by third parties with the permission of the Grantor.

Operational Restrictions. Site-specific operational requirements are listed in Exhibit B. Non-compliance with these requirements shall constitute a breach of contract and may result in the Grantor suspending operations until the breach is remedied.

Plan of Operation. In the event that Grantee intends to construct or reconstruct roads within the premises, Grantee shall obtain Grantor's written approval of the road construction plans prior to commencing construction work.

Damage. Grantee shall take all reasonable precautions to protect Grantor-owned timber, crops and improvements. The Grantee must notify the Grantor two (2) weeks in advance of completion of said operations for the purpose of inspection for compliance with the terms hereof. Grantee shall pay Grantor for any damage to timber, crops and improvements not identified and paid for under the terms and conditions of this Permit. Grantor shall appraise the damage at market value at the time of damage and bill Grantee for said damages at said value.

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

Survey Markers. Grantee shall not destroy any land survey monuments marking local control points, geodetic control points, and land boundary survey corners without prior written approval from the landowner, which shall not be unreasonably withheld. Land survey monuments that

must necessarily be disturbed or destroyed during construction or maintenance activities must be adequately referenced and replaced, at the Grantee's expense. under the direction of a Professional Land Surveyor, licensed in the State of Washington, in accordance with all applicable laws of the State of Washington in force at the time of construction, including but not limited to RCW 58.24, and all Department of Natural Resources regulations pertaining to preservation of such monuments. As directed under Chapter 332-120 WAC, a Land Surveyor or Engineer must submit an application with the Department of Natural Resources for permission to temporarily remove or destroy a survey monument.

Fire Prevention and Control. The Grantee shall be responsible for satisfying the requirements of the laws of the State of Washington pertaining to Forest Protection and, in addition thereto, the Grantee shall during the closed season of April 15 through October 15 contact Grantor who shall determine any extra requirements pertaining to burning procedure, blasting, watchman, extra patrol, pumpers, tankers, fire hoses, fire tools, etc., which are deemed necessary for prevention and suppression of fire which may result from the Grantee's operations.

Indemnity by Grantee. Grantee shall defend, indemnify and hold harmless the Grantor from all claims that arise out of the negligence of the State or its Permittees in their use of the permit. A "claim" as used in this section means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the resulting loss of use. Notwithstanding the foregoing, State's obligation to defend, indemnify, and hold harmless the Grantor from any judgment, decree or arbitration award shall extend only to the percentage of negligence of State and its Permittee in contribution to such claim. State waives its immunity under Title 51 RCW only to the extent it is required to indemnify, defend and hold harmless Grantor. This indemnification shall survive the expiration or termination of the permit.

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

To State:
DEPARTMENT OF NATURAL RESOURCES
NE Region
225 S Silke Road
Colville

To Grantor:
PAULA LUTZ
17 Fish Hatchery Road
Republic, WA 99166

Integrated Agreement; Modification. This Permit constitutes the entire agreement and understanding of the parties with respect to the subject matter of the Permit and supersedes all prior negotiations and representations. This Permit may not be modified except in writing signed by the parties. The parties agree to execute any additional documents reasonably necessary to effectuate the provisions and purposes of this Permit.

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

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

Assignment. This Permit, and any of the rights granted herein, shall not be assigned without prior written consent of Grantor, except that said rights granted herein may be used by any Permittee, while engaged in the Grantee's operations.

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

Exhibits. All exhibits referred to in this Permit are deemed to be incorporated in this Permit in their entirety.

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

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

IN WITNESS WHEREOF, the parties hereto have caused this Permit to be executed as below subscribed.

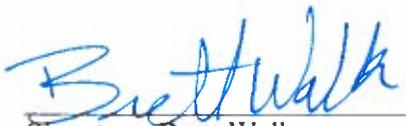
PAULA LUTZ

Dated: JULY 18, 2023.


Signature
17 Fish Hatchery Road, Republic, WA 99166

DEPARTMENT OF NATURAL RESOURCES

Dated: 7-26, 2023


Signature, Brett Walker
NE Region ARM State Lands
225 S Silke Road, Colville, WA 99114
(509)-684-7474



Approved as to Form this
11th day of June, 2004.
By: James Schwartz
Assistant Attorney General
State of Washington

Revised as to Form this
11th day of March, 2008
Roger Braden, Assistant Attorney General

**Exhibit A
Permit Premises**

A strip of land, approximately 30 feet in width, located in the South Half of the Northwest Quarter in Section 20, Township 37 North, Range 33 East, W.M., Ferry County, Washington.





WASHINGTON STATE DEPARTMENT OF
NATURAL RESOURCES
HILARY S. FRANZ | COMMISSIONER OF PUBLIC LANDS

ROAD USE PERMIT

Permit No. 55-105862

THIS PERMIT, made and entered into this 08^{07th} day of September, 2023, by and between Jesse Eich, herein called the "Grantor," and the State of Washington, acting by and through the Department of Natural Resources, herein called the "Grantee."

Conveyance. Grantor, for and in consideration of the terms and conditions specified herein, hereby grants and conveys to the Grantee, for the official purpose of performing management activities associated with timber production, a nonexclusive permit to use a road over and across a strip of land, hereinafter defined as the "premises," in the South Half of the Northwest Quarter of the Northeast Quarter of Section 31, Township 33 North, Range 37 East, W.M., in Ferry County, State of Washington. The location of said premises is located approximately as shown on Exhibit A, attached hereto. Said premises shall be confined to such widths as indicated on Exhibit A. The word premises, when used herein, means a strip of land whether or not there is an existing road located thereon. The word "road" shall mean roads now existing or hereafter constructed on the premises, or any segment of such road.

The permit is subject to the terms and conditions hereinafter set out.

Consideration. The consideration is as follows: FIVE HUNDRED and no/100 Dollars (\$500.00). The consideration is not due until thirty days after the Grantee enters into a timber sale contract for the Klondike Timber Sale. Prior to payment, Grantee shall be limited to administrative use of the road. No commercial hauling will occur until the consideration is paid in full. In the event that the Grantee is granted a perpetual easement over this road within two (2) years of the termination date of this permit, the Grantee shall be entitled to a credit in the amount of FIVE HUNDRED and no/100 Dollars (\$500.00), which shall be applied to the consideration to be paid for the easement.

Grantee shall not operate unless a performance security has been accepted by the Grantor. If at any time the Grantor decides that this security has become unsatisfactory, Grantee agrees to suspend operations and, within 30 days of notification, to either replace the security with one acceptable to the Grantor, or to supplement the amount of the existing security.

Termination. This permit shall terminate 8/23 9/7 2028, or earlier when requested

by the Grantee; provided, however, that this permit may be suspended or terminated upon the breach of any of the conditions herein.

Reservations. Grantor reserves all rights incident to fee ownership of the premises and the profits thereon (including timber) and the right of use for any purpose including but not limited to the right to remove profits within the premises; the right at all times to cross and re-cross the premises at any place on grade or otherwise; and the right to use, maintain, patrol, reconstruct or repair the premises. Grantor may grant to third parties any and all rights reserved.

Compliance with Laws. For all activities conducted pursuant to this Permit, each party shall, at its own expense, comply with all applicable laws in effect now and as hereafter modified.

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

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

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

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

The appointment of a maintainer, which may be one of the parties or any third party, to perform or contract the maintenance;

The extent of resurfacing necessary to keep the road safe and to reduce environmental impacts; and

A method of payment by which each party using the road or a portion thereof shall pay it's pro rata share of the cost of maintenance and resurfacing.

Repairs. Grantee shall repair, or cause to be repaired at its sole cost, that damage to the Road

arising out of its use which is in excess of that which it would cause through normal and prudent usage. Damage caused by an unauthorized user shall be repaired at the expense of the Grantee if the Grantee is the sole user of the road, the Grantor if the Grantor is the sole user of the road and shared jointly if there is joint use of the road.

Improvements. Grantee shall make a permanent road approach and shall provide and install a steel tube gate. Unless the parties agree in writing to share the cost of additional improvements in advance of such improvements being made, such improvements shall be solely for the account of the improver.

Prior rights. This permit is subject to any rights and valid claims previously conveyed by Grantor, and to any rights and valid claims pending on said premises. Grantee rights herein are subject to all matters of public record and to all prior unrecorded or recorded easements, permits, leases and options affecting said lands or Grantee rights across, over or upon such lands. Grantee rights herein are also subject to the rights of the Grantor to use its own lands for any and all legal purposes including the use of the land by third parties with the permission of the Grantor.

Operational Restrictions. Site-specific operational requirements are listed in Exhibit B. Non-compliance with these requirements shall constitute a breach of contract and may result in the Grantor suspending operations until the breach is remedied.

Plan of Operation. In the event that Grantee intends to construct or reconstruct roads within the premises, Grantee shall obtain Grantor's written approval of the road construction plans prior to commencing construction work.

Damage. Grantee shall take all reasonable precautions to protect Grantor-owned timber, crops and improvements. The Grantee must notify the Grantor two (2) weeks in advance of completion of said operations for the purpose of inspection for compliance with the terms hereof. Grantee shall pay Grantor for any damage to timber, crops and improvements not identified and paid for under the terms and conditions of this Permit. Grantor shall appraise the damage at market value at the time of damage and bill Grantee for said damages at said value.

Waste. Grantee shall not cause nor permit any filling activity to occur in or on the premises, except by prior written approval of the Grantor. Grantee shall not deposit refuse, garbage, or other waste matter or use, store, generate, process, transport, handle, release, or dispose of any hazardous substance, or other pollutants in or on the premises except in accordance with all applicable laws. The term hazardous substance means any substance or material as those terms are now or are hereafter defined or regulated under any federal, state, or local law including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA 42 USC 9601 *et seq.*), or the Washington Model Toxic Control Act (MTCA RCW 70.105D.010.). Grantee shall immediately notify the Grantor if the Grantee becomes aware of any release or threatened release of hazardous substance on the premises or adjoining property. If a release of hazardous substance occurs in, on, under, or above the premises arising out of any action of the Grantee, its contractors, subcontractors, invitees, agents, employees, licensees, or

permittees, the Grantee shall, at its sole expense, promptly take all actions necessary or advisable to clean up, contain, and remove the hazardous substance in accordance with applicable laws.

Survey Markers. Grantee shall not destroy any land survey monuments marking local control points, geodetic control points, and land boundary survey corners without prior written approval from the landowner, which shall not be unreasonably withheld. Land survey monuments that must necessarily be disturbed or destroyed during construction or maintenance activities must be adequately referenced and replaced, at the Grantee's expense, under the direction of a Professional Land Surveyor, licensed in the State of Washington, in accordance with all applicable laws of the State of Washington in force at the time of construction, including but not limited to RCW 58.24, and all Department of Natural Resources regulations pertaining to preservation of such monuments. As directed under Chapter 332-120 WAC, a Land Surveyor or Engineer must submit an application with the Department of Natural Resources for permission to temporarily remove or destroy a survey monument.

Fire Prevention and Control. The Grantee shall be responsible for satisfying the requirements of the laws of the State of Washington pertaining to Forest Protection and, in addition thereto, the Grantee shall during the closed season of April 15 through October 15 contact Grantor who shall determine any extra requirements pertaining to burning procedure, blasting, watchman, extra patrol, pumpers, tankers, fire hoses, fire tools, etc., which are deemed necessary for prevention and suppression of fire which may result from the Grantee's operations.

Indemnity by Grantee. Grantee shall defend, indemnify and hold harmless the Grantor from all claims that arise out of the negligence of the State or its Permittees in their use of the permit. A "claim" as used in this section means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the resulting loss of use. Notwithstanding the foregoing, State's obligation to defend, indemnify, and hold harmless the Grantor from any judgment, decree or arbitration award shall extend only to the percentage of negligence of State and its Permittee in contribution to such claim. State waives its immunity under Title 51 RCW only to the extent it is required to indemnify, defend and hold harmless Grantor. This indemnification shall survive the expiration or termination of the permit.

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

To State:
DEPARTMENT OF NATURAL RESOURCES
NE Region
225 S Silke Road
Colville, WA 99114

To Grantor:
Jesse Eich
566 6th St
Republic, WA 99177

Integrated Agreement; Modification. This Permit constitutes the entire agreement and understanding of the parties with respect to the subject matter of the Permit and supersedes all prior negotiations and representations. This Permit may not be modified except in writing signed by the parties. The parties agree to execute any additional documents reasonably necessary to effectuate the provisions and purposes of this Permit.

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

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

Assignment. This Permit, and any of the rights granted herein, shall not be assigned without prior written consent of Grantor, except that said rights granted herein may be used by any Permittee, while engaged in the Grantee's operations.

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

Exhibits. All exhibits referred to in this Permit are deemed to be incorporated in this Permit in their entirety.

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

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

IN WITNESS WHEREOF, the parties hereto have caused this Permit to be executed as below subscribed.

Jesse Eich

Dated: 08/23, 2023


Signature, Jesse Eich
566 6th Street
Republic, WA 99166

Department of Natural Resources

Dated: 9-7, 2023


Signature, Brett Walker
NE Region ARM State Lands
225 S Silke Road, Colville, WA 99114
(509) 684-7474



Approved as to Form this
11th day of June, 2004.
By: James Schwartz
Assistant Attorney General
State of Washington

Revised as to Form this
11th day of March, 2008
Roger Braden, Assistant Attorney General

Exhibit A Permit Premises

A strip of land said to be Forty (40) feet in width running 300 feet in length, twenty (20) feet on each side of a centerline approximately as shown.

